

THE COUNTY OF OAKLAND,

THE SHERIFF'S OFFICE

AND

THE OAKLAND COUNTY DEPUTY SHERIFF'S ASSOCIATION

OCTOBER 1, 2021, TO SEPTEMBER 30, 2026

TABLE OF CONTENTS

	AGREEMENT	PAGE 4
ARTICLE I	RECOGNITION	PAGE 4
ARTICLE II	MANAGEMENT RESPONSIBILITY	PAGE 4
ARTICLE III	DUES CHECK-OFF	PAGE 4
ARTICLE IV	BASIS OF REPRESENTATION	PAGE 5
ARTICLE V	GRIEVANCE PROCEDURE	PAGE 7
ARTICLE VI	BULLETIN BOARDS	PAGE 9
ARTICLE VII	SENIORITY	PAGE 9
ARTICLE VIII	LAYOFF, RECALL AND TRANSFERS	PAGE 10
ARTICLE IX	PROMOTIONS AND FILLING OF VACANCIES	PAGE 11
ARTICLE X	FALSE ARREST INSURANCE	PAGE 13
ARTICLE XI	DEFENSE AND INDEMNIFICATION	PAGE 14
ARTICLE XII	GENERAL CONDITIONS	PAGE 15
ARTICLE XIII	SCHEDULING LEAVE AND SHIFT/LEAVE DAY EXCHANGE	PAGE 18
ARTICLE XIV	SHERIFF HOLIDAY LEAVE, ANNUAL LEAVE, ANNUAL LEAVE BUYBACK COMPENSATORY TIME, AND PERSONAL LEAVE	PAGE 19
ARTICLE XV	HOLIDAYS AND HOLIDAY SCHEDULING	PAGE 26
ARTICLE XVI	OVERTIME	PAGE 28
ARTICLE XVII	FORCED OVERTIME	PAGE 32
ARTICLE XVIII	LOCATION PREFERENCE	PAGE 35
ARTICLE XIX	SHIFT PREFERENCE	PAGE 38
ARTICLE XX	SPECIAL ASSIGNMENTS	PAGE 39
ARTICLE XXI	ADOPTION BY REFERENCE OF RELEVANT RESOLUTIONS AND PERSONNEL POLICIES	PAGE 40
ARTICLE XXII	RETIREMENT BENEFITS (EMPLOYEES HIRED PRIOR TO 05/27/95)	PAGE 40
ARTICLE XXIII	RETIREMENT BENEFITS (EMPLOYEES HIRED ON OR AFTER 05/27/95)	PAGE 43
ARTICLE XXIV	MAINTENANCE OF CONDITIONS	PAGE 44
ARTICLE XXV	NO STRIKE – NO LOCKOUT	PAGE 44
ARTICLE XXVI	STATUTORY EMERGENCY MANAGER LANGUAGE	PAGE 45
ARTICLE XXVII	ECONOMIC MATTERS	PAGE 46
ARTICLE XXVIII	PATROL AND INVESTIGATIVE AND FORENSIC SERVICES MCOLAS BONUS	PAGE 51
ARTICLE XXIX	PREMIUM PAY DIVERS	PAGE 51
ARTICLE XXX	AVIATION UNIT	PAGE 52
ARTICLE XXXI	COURT APPEARANCE	PAGE 52
ARTICLE XXXII	CALL-OUT PAY	PAGE 52
ARTICLE XXXIII	ON-CALL PAY FOR FORENSIC LABORATORY	PAGE 53
ARTICLE XXXIV	ON-CALL PAY FOR K-9 UNIT, ARSON UNIT AND ACCIDENT RECONSTRUCTION UNIT	PAGE 53
ARTICLE XXXV	FIELD TRAINING OFFICER PAY, CORRECTIONS OFFICER TRAINING PAY, DISPATCH TRAINING OFFICER PAY	PAGE 53
ARTICLE XXXVI	CLOTHING AND EQUIPMENT	PAGE 53
ARTICLE XXXVII	SALARY STEP/MERIT INCREASES	PAGE 54
ARTICLE XXXVIII	DEFERRED COMPENSATION MATCH	PAGE 54

ARTICLE XXXIX	MILEAGE	PAGE 55
ARTICLE XL	SHIFT PREMIUM	PAGE 55
ARTICLE XLI	EVIDENCE TECHNIIAN BONUS	PAGE 55
ARTICLE XLII	PHYSICIAL FITNESS INCENTIVE PROGRAM	PAGE 55
ARTICLE XLIII	FRINGE BENEFITS	PAGE 58
ARTICLE XLIV	HEALTH BENEFITS	PAGE 59
ARTICLE XLV	LINE OF DUTY DISABILITY	PAGE 62
ARTICLE XLVI	BEREAVEMENT LEAVE	PAGE 63
ARTICLE XLVII	JURY DUTY	PAGE 63
ARTICLE XLVIII	PARENTAL LEAVE POLICY	PAGE 64
ARTICLE XLIX	DURATION	PAGE 66

APPENDIX A

WORK CONNECTED INJURY OR ILLNESS	PAGE 69
LETTERS OF AGREEMENT REGARDING SERGEANTS PROMOTIONAL EXAM	PAGE 71
LETTER OF AGREEMENT REGARDING CANINE PROGRAM	PAGE 72
MEMORANDUM OF UNDERSTADING REGARDING RIGHT TO WORK	PAGE 74
LETTER OF UNDERSTANDING REGARDING RESERVE DEPUTIES	PAGE 75
DRUG TESTING POLICY	PAGE 76
EMPLOYEE BILL OF RIGHTS	PAGE 82
STATE OF EMERGENCY	PAGE 87

APPENDIX B

MEDICAL COMPARISON CHART	PAGE 88
--------------------------	---------

APPENDIX C

MEMORANDUM OF AGREEMENT – 312 INTEREST ARBITRATION	PAGE 99
--	---------

AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2022, A.D. by and between the County of Oakland, the Oakland County Sheriff, and the Oakland County Board of Commissioners, hereinafter referred to collectively as the "Employer", and the Oakland County Deputy Sheriff's Association (hereinafter referred to as the "Union"). It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and employees, which will best serve the citizens of Oakland County.

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive representative of the employees of the Oakland County Sheriff's Office, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified and in which the Union is recognized as a collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947 as amended:

All Deputy I and Deputy II, Dispatch Specialists and Dispatch Specialist Shift Leaders, Fire Investigators, Forensic Laboratory Investigator and Forensic Laboratory Supervisor, excluding Circuit Court Investigators, Supervisors and all other employees.

ARTICLE II

MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union member shall not be discriminated against as such. In addition, the work schedules, methods and means of Department operations, are solely and exclusively the responsibility of the Employer, subject however, to the provisions of this Agreement.

ARTICLE III

DUES CHECK-OFF

As a consequence of Janus v. AFSCME, 585 U.S.;138 Sup Ct 2448 (2018) the parties agree that Article III Agency Shop should be removed from the BU-10 Collective Bargaining Agreement. In the event that in the future

agency or service fees are determined to be lawful, the parties agree to bargain over the possible restoration of Article III Agency Shop to the extent permitted by law. Article III Agency Shop will be replaced with Article III Dues Check-Off set forth below.

- A. The Employer agrees to deduct the Union membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the Union Treasurer, within 14 days after the deductions have been made.
- B. Any employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit.
- C. Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon written notice to the Employer and the Union. Such voluntary withdrawal from payroll deduction of Union dues may only occur during the period specified in the Authorization for Check-Off deduction form.
- D. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this section.

ARTICLE IV

BASIS OF REPRESENTATION

- A. There shall be one steward and an alternate steward for each shift in the Main Jail, Annex, Court Services and Satellite locations, for Patrol, Investigative and Forensic Services, and Emergency Response Preparedness (including Dispatch). Stewards will be permitted to leave their work, after obtaining approval of their respective Sergeant/Lieutenant and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of their grievance. Permission for stewards to leave their workstations will not be unreasonably withheld. Stewards will report their time to their Sergeant/Lieutenant upon returning from a grievance discussion.

The privilege of stewards to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

- B. There shall also be one Chief Steward and one Alternate Chief Steward.
- C. There shall be a Grievance Committee consisting of the Chief Steward and two other members to be selected by the Union and certified in writing to the Employer. The Employer shall meet whenever necessary, at a mutually convenient time, with the Union grievance committee. The purpose of the grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.
- D. The following provision was awarded to the Union by Chairman LoCicero in an ACT 312 compulsory arbitration proceeding and is not included here by negotiations.

The Local Union President shall, at their option, be scheduled on the day shift, Monday through Friday. The Local Union President may conduct Union business at the Department; however, they shall not leave their work area without the permission of their supervisor, permission will not be unreasonably withheld. In no event shall the Local Union President be paid overtime while conducting Union business.

The privilege of the Local Union President to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and Union matters and will not be abused, and that they will continue to work at their assigned job at all times except when permitted to leave their work. Not awarded as part of an ACT 312 compulsory arbitration proceeding, but included here by negotiations is the following provision: The OCDSA Vice Presidents shall at their option be scheduled at bump on the shift of their choosing, with days off of their choosing, regardless of seniority in order to handle the day to day business of the OCDSA.
- E. Oakland County Deputy Sheriff's Association Executive Board members may be granted a leave of absence without pay to attend labor relations-related programs. The seven Executive Board members may collectively use for both OCDSA bargaining units (Law Enforcement and Corrections) a total of up to 80 hours of leave without pay. Leave without pay shall be taken in eight (8) hour increments. Reasonable advance notice shall be given, and such leave may not interfere with the personnel requirements of the Sheriff's Office. Seniority and all fringe

benefits shall continue during such leave. No time will be deducted from any leave banks for said leave.

The Oakland County Deputy Sheriff's Association Executive Board consists of seven members: President, 2 Vice Presidents, Treasurer, Secretary, Chief Steward, and Alternate Steward. At no time will more than two Board members be allowed off from a single division.

Labor relations-related programs mean training seminars and other programs concerning collective bargaining and the grievance arbitration process.

ARTICLE V

GRIEVANCE PROCEDURE

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the union agreed that an employee should first bring their problem or grievance to the attention of their Command Officer, who has the authority to adjust the grievance, with or without their Union Representative, within 45 calendar days of the occurrence or within 45 calendar days after the Union or the aggrieved becomes aware and/or should have been aware of the cause for the grievance. If the matter is not resolved, the grievance may be brought to the attention of the Undersheriff/designee who will attempt to resolve the grievance informally with the Union Representative. All disciplinary actions greater than a two-day suspension without pay up to and including dismissals and demotions shall be subject to the grievance procedure. All other disciplinary actions shall be processed according to the procedures of the Personnel Appeal Board and shall not be subject to the grievance procedure. Grievances shall be processed by the following steps. By mutual agreement, the parties may waive any steps of the Grievance procedure to expedite the resolution of differences.

Step 1

If the grievance is not settled informally, it shall be discussed with the Union Representative and shall be reduced to writing, signed by the aggrieved employee(s), or their Union Representative, and submitted to the Undersheriff/designee within the aforementioned 45 calendar days.

Step 2

The written grievance shall be discussed between the Union President/designee and the Undersheriff/designee. The Undersheriff/designee will attempt to adjust the matter and will give a written decision within five days (excluding Saturday, Sunday, and holidays) of receipt of the written grievance.

Step 3

Any grievance not settled at Step 2 may be submitted to the next meeting of the grievance committee comprised of the Sheriff's Office, County Labor Relations, and Union Representatives. Any grievance not submitted to the next grievance committee meeting, by written notification to the Employer within five days of the Undersheriff/designee's written decision, shall be considered dropped. Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within 15 days after the Union's receipt of the Employer's written response indicating the outcome of the grievance committee meeting. Receipt by the Union shall occur on the day the response is hand delivered, e-mailed, or mailed to the Union office President/designee. If the response is mailed to the Union office, three days shall be added from the date of mailing to the time period to demand arbitration. The grievances upon which arbitration has been demanded shall be referred to one of the following Arbitrators in accordance with the date of the written grievance, the oldest grievance being referred first:

1. GEORGE ROUMELL
2. PAUL GLENDON
3. BEN WOLKINSON
4. MARK GLAZER

A grievance shall be referred to the listed Arbitrators in the order in which they appear. Once a grievance has been referred to an Arbitrator, a subsequent grievance shall be referred to the next Arbitrator on the list. The appointment of the Arbitrator may be affected by a copy of the written notice of the request for arbitration to the Arbitrator. After a grievance has been referred to the last Arbitrator listed, the cycle shall repeat, beginning with the first Arbitrator. The Arbitrator may interpret and apply the provisions of this Agreement to determine the grievance before the Arbitrator. However, the Arbitrator shall have no power or authority, in any way, to alter, modify, amend, or add to any provisions of this Agreement or set a wage rate. The Arbitrator shall be bound by the express provisions of this Agreement. Expenses of arbitration shall be borne equally by both parties.

Any grievance not appealed from a decision in one of the steps of the grievance procedure to the next step as prescribed, shall be considered dropped and the last decision final and binding, except that the time limits may be extended by mutual agreement of the parties. In the event the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering.

ARTICLE VI

BULLETIN BOARDS

The Union shall provide the Employer with a bulletin board for each work location for the posting of Union notices, bearing the written approval of the President of the Union, which shall be restricted to:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections.
- C. Notices of Union appointments and results of Union elections.
- D. Notice of Union meetings.
- E. Other notices of bona fide Union affairs which are not political or libelous in nature.

The Employer shall designate a 2'x3' space for said bulletin boards and authorize their installation.

ARTICLE VII

SENIORITY

- A. Seniority is defined as service in the OCDSA – represented Corrections and Court Services and Law Enforcement bargaining units.
- B. New employees may acquire seniority by working twelve continuous months, in which event the employee's seniority will date back to the date of hire into the bargaining unit. When the employee acquires seniority, their name shall be placed on the seniority list in the order of their seniority date. In the event two or more employees have the same seniority date, seniority ranking shall be determined by the last four digits of the social security numbers, lowest being given highest seniority. (Seniority rankings established by the December 14, 1989, agreement shall not be subject to this method of determining seniority).
- C. An up-to-date seniority list shall be furnished to the Union every six months or any reasonable request.
- D. An employee shall lose their seniority for the following reasons:
 - 1. If the employee resigns or retires except where the employee returns within one year, the employee shall have the unit seniority they possessed when they left the unit. In the event the employee returns within one year, the employee's seniority date shall be adjusted to reflect the employee's period of absence from the bargaining unit but shall not reduce the amount of OCDSA seniority the employee possessed while absent from the OCDSA bargaining unit.
 - 2. If the employee is discharged, and not reinstated.
 - 3. If the employee does not return to work at the end of an approved leave.

4. If the employee does not return to work for three working days without notifying the Employer, unless good cause is established by the employee.
5. If the employee does not return to work when recalled from a layoff.

E. If an employee is transferred or promoted out of the OCDSA – represented Corrections and Court Services bargaining unit or the Law Enforcement bargaining unit and subsequently returns to either bargaining unit, the employee shall have the OCDSA/unit seniority they possessed when they left the OCDSA represented bargaining unit. The employee's seniority date shall be adjusted to reflect the employee's period of absence from the bargaining unit but shall not reduce the amount of OCDSA seniority the employee possessed while absent from the OCDSA bargaining unit.

F. As a condition of hire/promotion, all employees hired/promoted as a Deputy I must complete any test selected by the Employer as a minimum criterion for becoming a police officer.

ARTICLE VIII

LAYOFF, RECALL AND TRANSFERS

A. If and when it becomes necessary for the Employer to reduce the number of employees in the workforce, the employees will be laid off in seniority order, with higher-classified bargaining unit personnel bumping lower-classified bargaining unit personnel, including between OCDSA-represented bargaining units, based on OCDSA seniority and on capability of performing available jobs, and shall be recalled in the same order.

B. Recall rights shall expire two (2) years after the layoff or length of service whichever is less. Employees eligible for recall shall be notified of openings in their classification by certified mail sent to their last known address. A recalled employee must respond in writing (which requirement will be spelled out in the written notice of recall) within three working days of receipt of the notice indicating an intent to return to work within (14 calendar days) of receipt of the notice. Failure to return within said two-week period shall waive the employee's entitlement to recall. If the position to which the employee is being recalled has a maximum salary less than the maximum salary of the position in which they held status when separated, the individual may refuse the position offered and remain on the recall list for time limits specified herein. However, if the individual accepts a position with a lower maximum salary than the position in which they held status when separated, their name shall be removed from

the recall list. Employees recalled under this provision will not be required to be certified from an open-competitive list, nor will they be required to serve a new twelve-month probationary period.

- C. When an employee is permanently transferred to another division within the Sheriff's Office, the Union President or Chief Steward shall be notified of said transfer by the Employer.

ARTICLE IX

PROMOTIONS AND FILLING OF VACANCIES

- A. Deputy II, and Dispatch Specialist Leader vacancies will be filled by a promotional examination which shall consist of ranking based on an internal interview (oral board), past work performance evaluations and seniority. Examinations may include a written test. The Sheriff will make the selection from the three highest-ranking candidates who have passed the promotional examination. Employees when promoted will be placed on the lowest step in the new class which provides an increase over their current rate. Members promoted to the Deputy II and Dispatch Leader classifications shall serve a one (1) year probationary period.
- B. Sergeant vacancies will be filled by a promotional examination open to all qualified OCDSA bargaining unit members. A member must have two (2) years of service with the Sheriff's Office to be eligible to take the examination for Sergeant. The promotional examination shall consist of an internal interview (oral board). Past work performance evaluations and seniority may be used where rankings are tied. The Sergeant examination may include a written test. The Sheriff will make their selection from the three highest-ranking candidates who have passed the promotional examination. Deputies, when promoted, will be placed on the lowest step in the new classification which provides an increase over their current rate.
- C. Members shall be eligible to apply for Forensic Laboratory positions, if they meet minimum qualifications.
- D. Whenever the Sheriff's Office fills a Deputy vacancy in Patrol Services (Law Enforcement Division), it shall be filled from qualified members of the OCDSA, provided however if less than 45 members of the OCDSA bargaining unit are placed on the eligible list for the Deputy vacancy in the Patrol Services Division, then the Sheriff shall have the discretion to fill one of those vacancies from outside of the OCDSA bargaining unit for every one vacancy filled from the OCDSA bargaining unit. If more than 45 members of the OCDSA bargaining unit are placed on

the eligible list for the Deputy vacancy in the Law Enforcement Unit, then for every five vacancies filled, the Sheriff shall have the discretion to fill one of those vacancies from outside the OCDSA bargaining unit. However, under no circumstances will PTNE be utilized to fill a vacancy that has traditionally been filled by a member of the OCDSA bargaining unit. Provided further, that where the Sheriff's Office adds additional positions in the Law Enforcement bargaining unit as a result of absorbing personnel from a law enforcement agency, in the County, this paragraph shall not apply.

- E. The County agrees to open the DII Deputy test to all DIs that have successfully completed probation. The County will certify a list of the top three (3) candidates from the promotional list to the Sheriff, who will select a candidate for promotion from the certified list, regardless of MCOLES licensing.
- F. If the DII wishes to be transferred to the road and they are not already MCOLES certified, then they must successfully pass the written/physical MCOLES prior to the next academy. They must also not be disqualified under Article IX, H, 2 or 3. The Sheriff's Office agrees to place the DII's selected by the Sheriff into the next available Police Academy. Upon completion of the Academy the Deputy will be transferred to Patrol Services Division and will be placed into an FTO program to serve a probationary period.
- G. The Sheriff's Office agrees to continue to send non MCOLES licensed Deputy IIs to the academy/road by seniority at the Sheriff's discretion when a vacancy exists. The Sheriff's Office will send in each calendar year a minimum of six Deputy II's to an MCOLES certified Police Academy, provided however that in the event the Sheriff, at their sole discretion, decides to send fewer than six in a calendar year not later than the next calendar year the Sheriff shall send additional Deputies to make up for the reduced number.
- H. The Sheriff shall send Deputies to the Police Academy in order of seniority, most senior first from those who apply to attend the Academy. Application to attend the Academy shall be made to the Sheriff's Office at least 30 calendar days prior to the next Academy.
 - 1. The Sheriff shall send Deputies to the Police Academy in order of seniority, most senior first from those who apply to attend the Academy. Application to attend the Academy shall be made to the Sheriff's Office at least 30 calendar days prior to the next Academy.
 - 2. Deputies with a pending criminal charge or a criminal conviction that would disqualify them from MCOLES licensure under 1998 Public Act 237 (MCL 28.601 et seq.)
 - 3. Deputies convicted or having pending charges under MCL 257.625 or a successor statute or other similar statute of this state or of another state

concerning driving while under the influence of alcohol shall be ineligible to be sent to the Police Academy until one year following final resolution of the matter including completion of all sentencing provisions.

The Sheriff's Office agrees to pay for the MCOLES physical pretest up to two times per year for those Deputies that are non MCOLES licensed. It will be incumbent upon the Deputy to provide receipt of payment for the MCOLES pretest to the proper authority for reimbursement.

- I. All members who have taken any promotional examination shall be given the opportunity to review the results of their written scores (if applicable), the oral board results, and the accuracy of their overall score. This opportunity shall be made available once the test is completed and the promotion list is certified. Specific test questions and answers shall not be made available. Oral interview notes, questions, and answers shall not be made available.
- J. Once all promotional examinations are complete and the promotion list is compiled, it shall be provided to the President of the OCDSC and posted on a list identifying members by the last four digits of their Social Security number.
- K. The filling of Deputy II positions within Corrective Services or Courts from the Patrol Services Division (PSD) can be done when the PSD Deputy II has a valid letter of transfer on file, provided that at least three Deputy I's have been promoted in that calendar year, or there is a one for one swap of a Deputy II from Corrective Services or Courts for a PSD Deputy II. This process shall be done at the discretion of the Sheriff.
- L. Any PSD Deputy II transferred out of the Patrol Services Division for disciplinary reasons may have their DII status reduced.

ARTICLE X

FALSE ARREST INSURANCE

Employees covered by this Agreement shall be provided by the Employer with False Arrest Liability Coverage. The County may purchase Liability Insurance to provide the above protection or may provide a self-insurance program.

ARTICLE XI

DEFENSE AND INDEMNIFICATION

In accordance with Miscellaneous Resolution #85339, adopted November 21, 1985, by the Board of Commissioners, whenever a claim is made or a civil action is commenced against an officer or employee of the County of Oakland for injuries to persons or property allegedly caused by the officer or employee while acting within the scope of their authority, the County shall pay for all reasonable costs of litigation and engage or furnish the services of an attorney in accordance with County policy to advise the officer or employee as to the claim and to appear for and represent the officer or employee in the action. The County may compromise, settle, and pay the claim before or after the commencement of a civil action. Whenever a judgement for damages is awarded against an officer or employee of the County as a result of a civil action for personal injuries or property damage caused by the officer or employee while in the course of employment and while acting within the scope of their authority, the County of Oakland shall indemnify the officer or employee or pay, settle, or compromise the judgement. To be eligible for the Defense and Indemnity obligations set forth in this paragraph, officers and employees shall cooperate in all respects with Corporation Counsel or assigned counsel in defending the claim or lawsuit.

When a criminal action is commenced against an officer or employee of the County of Oakland based upon the conduct of the officer or employee in the course of employment, if the employee or officer had a reasonable basis for believing that they were acting within the scope of their authority at the time of the alleged conduct, the County of Oakland shall pay for, engage or furnish the services of an attorney to advise the officer or employee as to the action and to appear for and represent the officer or the employee in the action. To be eligible for payment or reimbursement for counsel, an employee or officer who is charged criminally must immediately provide notice of and a copy of the criminal charges to Oakland County Corporation Counsel. It is understood that the bargaining unit member's obligation to provide immediate notice to Corporation Counsel of any criminal action requires the member to promptly provide notice as soon as is practicable, but in no event, not later than fourteen (14) calendar days after receiving notice of any criminal action. Provided that the employee is otherwise entitled to have the County pay for the services of an attorney pursuant to this Article, the parties agree to identify a panel of five (5) attorneys, from which a member may choose and who will provide legal representation. The County, through the Office of Corporation Counsel, shall select two (2) attorneys, the Association shall select two (2) attorneys and the fifth attorney shall be by mutual agreement. In the event of a vacancy in the panel it shall be filled by the party who appointed the attorney who left the panel. In order to be eligible for payment or reimbursement, the member must select an attorney from the panel. It is understood

that the maximum payments from the County shall be pursuant to the following schedule: Misdemeanors - \$5,000; Non-capital Felony - \$15,000; and Capital Felony - \$30,000. In the event an attorney provides services through an hourly rate, the attorney shall provide the County Department of Corporation Counsel with monthly billings that do not infringe on the attorney-client relationship. However, in no event shall the County be liable for attorney fees in excess of the amounts set for the above. Separate counts in a criminal complaint or indictment shall not be aggregated (e.g., a complaint/indictment count for a Non-capital Felony and another count for a Capital Felony will result in a maximum payment of \$30,000; a complaint or indictment for three (3) separate Misdemeanors will result in a maximum payment of \$5,000). Any attorney's fees in excess of the maximum amount shall be the sole responsibility of the bargaining unit member.

Per MISCELLANEOUS RESOLUTION #86124, adopted May 8, 1986, by the Board of Commissioners, "Officer(s) and Employee(s) of Oakland County" are defined to include: Elected or Appointed Officers and Officials; Employees; Volunteers; all Committees, Authorities, Commissions, Boards and Councils, including those incorporated by authority of State or Federal Law, and all members thereof.

The County may purchase liability insurance to provide the above protection or may provide a self-insurance program.

ARTICLE XII

GENERAL CONDITIONS

- A. The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit.
- B. Employees elected to any permanent full-time Union office or selected by the Union to do work which takes them from their employment with the County, shall at the written request of the Union be granted a leave of absence without pay. The leave shall not exceed two years, but it shall be renewed or extended for similar period any time upon the written request of the Union.
- C. When any position not listed on the wage schedule is filled or established, the County shall designate a job classification and rate structure for the position. In the event the Union does not agree that the classification, rate or structure is proper, the County will meet and negotiate with the Union over the new position, job classification and rate structure prior to implementation.
- D. When an action is to be taken by a specific date, such action must be taken by 1600 hours (4 PM) on that date to be considered timely.

- E. Except in disciplinary matters or exigent circumstances, any shift transfer shall require at least five days' notice.
- F. The basic work week shall consist of 40 hours worked on five consecutive eight-hour workdays. Lunch periods shall consist of a one-half hour period and shall be arranged to provide the least disruption of the Sheriff's Office service and not work a hardship on the employee. Lunch periods shall occur as close to the middle of the employee's shift as possible, except in extenuating circumstances.
All unit employees shall be granted one 15-minute break before the lunch period and one 15-minute break after the lunch period.
- G. Unless the employee is receiving payment by direct deposit, monetary benefits shall be timely paid to unit employees (including but not limited to regular paychecks, short-term disability, long-term disability, fees and other reimbursements and other payments) and shall be mailed to the employee's home address on file with the Employer, provided, however, a workers' compensation recipient may be required to pick up their check at the County. If the employee establishes that picking up their workers' compensation check imposes undue hardship on them, the County will mail the workers' compensation check to them.
- H. Any party to this Agreement by their principals or their designees may request a Special Conference in writing on any matter of immediate mutual interest or concern. Barring exigent circumstances, defined as an emergency situation or critical incident requiring swift action to prevent imminent danger to life or serious damage to property, at least fifteen (15) days in advance of any new or changed policies that may affect employee working conditions, the Sheriff's Office will electronically transmit copies of the new or changed policies to the OCDSA President and, if requested by OCDSA, a Special Conference will be scheduled in advance of the implementation of any such new or changed policy and pursuant to the following procedure. The matter(s) subject to the conference, and the identity of the conferees representing the requesting party, shall be identified in the written request for the conference. Special Conferences shall be convened within ten calendar days of receipt of the request, shall be arranged at least 24 hours in advance, and shall be conducted at the County Human Resources office, unless mutually agreed otherwise. Unless otherwise agreed, the Union may be represented by not more than three persons. Members of the union shall not lose time or pay for time spent in such conferences. Within ten calendar days of the date of the Special

Conference, the responding party or parties shall submit a written position statement to the requesting party on the matters taken up on the Special Conference.

1. Probation periods are recognized as "working test" periods used to supplement other evaluations to determine whether the employee fully meets the qualifications of the class. Probation periods are required in all cases of new hires, re-hires, and promoted employees.

New Hires

The length of the probation period for all employees hired in the bargaining unit shall be one (1) year. A new employee into the bargaining unit shall not gain seniority until they have successfully completed the probationary period.

In the case of new hires, the Union shall represent the employee during their probation period for the purposes of collective bargaining in respect to wages, hours, and terms and conditions of employment, and in instances where an employee is separated or suspended for Union activities or other protected concerted activity.

The Human Resources Department shall send a "Mid-Probationary Period Report" form to the Division Head at six months. This report shall be completed, discussed with the employee and returned to the Human Resources Department prior to the beginning of the seventh month of the probationary period.

The Human Resources Department shall send an "End of Probationary Period" notice to the Division Head after ten months. The Division Head shall complete this notice, discuss it with the employee, and return it to the Human Resources Department before the twelve-month probationary period is over.

Promotions

Probationary periods for promotions in this bargaining unit shall be one year. The Human Resources Department shall send a "Mid-Probationary Period Report" form for promotional classifications to the Division Head at six months. This report shall be completed, discussed with the employee and returned to the Human Resources Department prior to the beginning of the seventh month of the probationary period.

The Human Resources Department shall send an "End of Probationary Period" notice for promotional classifications to the Division Head after eleven months. The Division Head shall complete this notice, discuss it with the employee, and return it to the Human Resources Department before the one (1) year probationary period is over.

In the case of an unsatisfactory promoted employee who has unit seniority, the Sheriff may revert the employee to their former classification. In such instances, written reasons will be given.

- J. A "Last Chance Agreement" that resolves a disciplinary matter may be reviewed upon the request of the employee. The request from the member to have the agreement removed from the member's file and to not be used against the employee must go through the Chain of Command to the attention of the Sheriff.

ARTICLE XIII

SCHEDULING LEAVE AND SHIFT/LEAVE DAY EXCHANGE

- A. Except in exigent circumstances not reasonably expected to exceed 30 days, a minimum number of the bargaining unit employees at a job location shall be permitted to take annual leave, and/or personal leave at the same time. The minimum number shall be as follows:
 - Shifts with 1 to 12 employees assigned: one (1)
 - Shifts with 13 to 22 employees assigned: two (2)
 - Shifts with 23 to 32 employees assigned: three (3)
 - Shifts with 33 to 42 employees assigned: four (4)
 - Shifts with 43 to 52 employees assigned: five (5)
 - Shifts with 53 to 62 employees assigned: six (6)
 - Shifts with 63 to 72 employees assigned: seven (7)
 - Shifts with 73 to 82 employees assigned: eight (8)
 - Shifts with 83 to 92 employees assigned: nine (9)
 - Shifts with 93 to 102 employees assigned: ten (10)
- B. Employees submitting written requests for summer leave by April 15 for the period May 1 through October 31, and for winter leave by October 15 for the period November 1 through April 30, shall be given preference in order of seniority for scheduling the granting of leave for the applicable periods.
- C. Leave may also be requested any time, subject to availability under Sections A and B above, and shall be granted on a first come, first served basis. The Employer shall maintain a bid roster for such leave indicating the order of when requests are received. When two or more requests are received at the same time, seniority shall prevail.
- D. Once granted, leave times may not be canceled by the Employer except during times of riot, natural disasters, and exigent circumstances. With respect to scheduled leave the employee may cancel all or part of their granted leave not later than ten (10) days prior to the actual date(s). After the ten (10) day period the Employer may authorize the cancellation upon a showing of good cause by the employee. The ability to cancel within the ten (10) day period shall not be unreasonably withheld by the Employer.

E. A request for shift/leave day exchange shall be submitted prior to the start of the shift being exchanged. Shift exchanges may be for all or any part of a shift, provided it is at the beginning or end of a shift. Trades shall be limited to employees whose classifications are the same. An exception will be made in the Communications Unit (Dispatch) with trades between Dispatch Specialists and Dispatch Specialist Shift Leaders being allowed. There will be no cross-divisional trades allowed except at management's discretion. As a minimum, one exchange per shift will be allowed.

Any Deputy, Dispatch Specialist, or Dispatch Specialist Shift Leader who fails to work their portion of a leave day exchange shall have that amount of hours deducted from their leave banks and will be charged an "ill" day on their synopsis sheet. Further, the Deputy, Dispatch Specialist or Dispatch Specialist Shift Leader shall be prohibited from participating in a shift/leave day exchange for a period of one year from the date of the infraction.

ARTICLE XIV

SHERIFF HOLIDAY LEAVE, ANNUAL LEAVE, ANNUAL LEAVE BUY-BACK, COMPENSATORY TIME, AND PERSONAL LEAVE

Sheriff Holiday Leave

Effective the day of hire, bargaining unit members shall receive five (5) days of SHL leave. Scheduling and use of SHL leave shall be subject to the following restrictions:

- A. SHL Leave shall be used and scheduled in the same manner as annual leave
- B. Employees may not accumulate SHL leave from one year to the next year.
- C. Employees separating from County service or leaving the bargaining unit for other reasons shall be paid for their unused accumulation of SHL at the salary rate the employee is being paid on their last day of actual work in the bargaining unit. This payment shall be at the employee's straight time rate.
- D. The one floating holiday which all employees have enjoyed in the past will not be subject to the above regulations, but will continue to be governed by the provisions of Merit Rule 26.1.2.

Merit Rule 23 - Annual Leave

Annual Leave is absence from work for which the employee is paid just as if the employee were at work. Annual Leave is earned and accumulated each pay period at a rate dependent on the length of

the employee's County service. When Annual Leave is used, and the amount of Annual Leave that is taken at one time, are at the discretion of the employee's Division Head within the limitations of the employee's accumulation, of necessity, the welfare and convenience of the County and the continuation of the services the Sheriff's Office renders must be the foremost consideration in allowing Annual Leave. An annual vacation is the most common use of Annual Leave, although it also may be used for other purposes such as personal business and to cover a period of illness after Sick Leave Reserve or Personal Leave have run out.

23.2 ELIGIBILITY FOR ANNUAL LEAVE 23.2.1 See Rule 22 "Eligibility for Employee Benefits."

23.2.2 All employees eligible for Annual Leave shall begin their accumulation from the first day of eligible County employment.

23.3 RATE OF ACCUMULATION OF ANNUAL LEAVE AND MAXIMUM ACCUMULATION

23.3.1 Annual Leave shall be earned and accumulated by pay periods, according to the following chart.

LENGTH OF ELIGIBLE COUNTY SERVICE (SEE RULE 22)		DAYS OF ANNUAL LEAVE EARNED *		MAXIMUM** ACCUMULATION HOURS/DAYS	
From	Through	Hours Per Pay	In 12 Months	Elig. O/T	N/Elig. O/T
0	1 Year	3.07	10 Days	N/A	N/A
2 Yrs	4 Years	3.69	12 Days	144/18.0	288/36.0
5 Yrs	9 Years	4.61	15 Days	180/22.5	360/45.0
10 Yrs	14 Years	5.53	18 Days	216/27.0	432/54.0
15 Yrs	19 Years	6.15	20 Days	240/30.0	480/60.0
20 Yrs	24 Years	6.76	22 Days	264/33.0	528/66.0
25 Yrs	Remainder of County Service	7.38	24 Days	288/36.0	576/72.0

*While the amounts earned per pay period do not appear to add up exactly to the amounts earned in a twelve month period, the computer which does the accumulating automatically corrects for this, once a year. See also Section 23.2.2 of this rule.

**The maximum accumulation for employees eligible for Overtime is based on one and one-half year's worth of Annual Leave earnings. The maximum accumulation for employees not eligible for overtime is based on 3 years worth of Annual Leave earnings. When the maximum accumulation of Annual Leave is reached, additional time spent in County service, while an employee's Annual Leave accumulation is at the maximum, will not earn annual leave, either for immediate or future use when the employee's accumulation is below the maximum.

23.1 USE OF ANNUAL LEAVE

23.1.1 Annual Leave may be used only with the permission of an employee's department head. This provision shall apply to all other sections of this plan.

23.1.2 Annual Leave may be used at any time after it is earned, subject to item 23.4.1 above.

23.1.3 Annual Leave may not be used before it is earned.

23.1.4 Annual Leave may be used in any combination of days, subject to item 23.4.1 above.

23.1.5 Employees not eligible for overtime for whom Annual Leave has been placed in an Annual Leave Reserve Bank may draw from their reserve subject to item 23.4.1 above.

NOTE: At the time the maximum accumulation was applied to "non-overtime" employees, all banked Annual Leave days in excess of two times the annual earnings rate was placed in the Annual Leave Reserve. This allowed all "non-overtime" employees one more year to accumulate Annual Leave and schedule vacations before reaching the accumulation maximum.

23.2 EFFECT OF PERSONAL LEAVE AND SICK LEAVE RESERVE ON ANNUAL LEAVE

23.2.1 Employees utilizing Personal Leave or Sick Leave from their Sick Leave Reserve Bank shall continue to accumulate Annual Leave just as if they were on the job.

23.2.2 If an employee has reason to draw from his or her Sick Leave Reserve Bank during a period of Annual Leave usage and if such Sick Leave Reserve is used to cover an illness of the employee and this usage is documented by a physician's written statement to the department head's satisfaction, such time may be deducted from the employee's Sick Leave Reserve instead of from his or her Annual Leave Accumulation.

23.3 EFFECT OF SHORT TERM AND LONG TERM DISABILITY INCOME INSURANCE ON ANNUAL LEAVE

23.3.1 Employees receiving Short Term Disability Income Insurance payments shall continue to accumulate Annual Leave just as if they were on the job.

23.3.2 Employees receiving Long Term Disability Income Insurance payments who remain on the roll as a County employee shall not accumulate Annual Leave.

23.4 EFFECT OF DEATH LEAVE ON ANNUAL LEAVE

23.4.1 If an employee has reason to use Death Leave during a period of Annual Leave usage, and such Death Leave is documented to the department head's satisfaction, such time may be considered as Death Leave instead of deducted from the employee's Annual Leave accumulation. (See also, Rule 25, "Death Leave")

23.5 EFFECT OF PAID LEGAL HOLIDAYS ON ANNUAL LEAVE

23.5.1 Legal Holidays, as defined in these rules, which are counted as days off with pay by the County, shall not be deducted from an employee's Annual Leave accumulation when they fall during a period of Annual Leave usage.

23.6 EFFECTS OF LEAVES OF ABSENCE WITHOUT PAY ON ANNUAL LEAVE

23.6.1 Employees shall not accumulate Annual Leave while on Leaves of Absence Without Pay.

23.7 PAYMENT FOR UNUSED ACCUMULATED ANNUAL LEAVE ON SEPARATION FROM COUNTY SERVICE

23.7.1 Employees separated from County Service shall be paid at separation, for their unused accumulation of Annual Leave at the salary rate the employee is being paid on his or her final day of actual work.

23.7.1.1 This payment shall not be included in the computation of final average compensation (F.A.C.) for retirement benefit purposes for employees initially appointed to eligible County service (see rule 22) after December 31, 1977.

23.8 EFFECT OF TRANSFER OF AN EMPLOYEE FROM ONE DEPARTMENT TO ANOTHER WITHIN THE COUNTY SERVICE, ON ANNUAL LEAVE

23.8.1 An amount of money equal to the amount of unused Annual Leave time the employee has in their accumulation at the time of the transfer, paid at the rate the employee is being paid at the time of the transfer, shall be transferred from the salaries budget of the department the employee is transferring from, into the salaries budget of the department he or she is transferring to, if requested by the department head of the latter.

ANNUAL LEAVE BUY-BACK PROGRAM

An employee who has 60 or more hours in their annual leave bank may submit a request by the end of the second pay period in July to cash out not less than 20 hours nor more than 40 hours of pay (in full hour increments) from their annual leave bank. This Annual Leave cash out shall not leave an employee's annual leave bank with less than 40 hours. The Annual Leave Buy Back payment shall be paid in the second pay period in August.

Said pay is in lieu of the requested number of annual leave hours and is subject to all applicable state, federal, and local withholding, and other payroll deductions.

Any payment received as a result of annual leave buy back shall not be included in final average compensation (FAC) for employees in the defined benefit plan and no employer or employee contribution will be made to the defined contribution plan as a result of this payment.

COMPENSATORY TIME

Under the Compensatory Program, any member of the OCDSA who works hours at their regularly assigned location for which overtime compensation would otherwise be due may elect to have any number of those overtime hours placed in a Compensatory Time bank (calculated at time and one half) subject to the following:

1. The accumulation in the Compensatory Time bank may not exceed fifty-six (56) hours.
2. Use of Compensatory Time shall be in accordance with the Sheriff's Office Annual Leave policy.
3. A member's use of Compensatory Time shall be increments of whole hours and also may be used, with pre-approval, for short periods of leave such as leaving early from or coming in late for a shift.
4. In the event that a member goes on short term disability or worker's compensation, hours in the members Compensatory Time bank may be used as supplemental compensation.
5. Where a member has a balance in their Compensatory Time Bank as of the last pay period of September, the hours shall be liquidated and paid to the member in the first full pay period of October.
6. Overtime hours worked on a mini contract (i.e. Pine Knob, Meadowbrook, Renaissance Festival) shall not be eligible for inclusion in a member's Compensatory Time bank.
7. To be eligible for inclusion in a member's Compensatory Time bank the hours must be worked at the member's regularly assigned location, except for CSSD personnel. Comp time earned within Corrections, Satellites, and Courts maybe earned and used within those divisions interchangeably. Any Grant funded overtime will be decided on a case-by-case basis.
8. Compensatory Time hours must be used at the location where they were earned and holding the same classification in which they were earned. CSSD personnel will be allowed to use Comp time earned within Corrections, Satellites, and Courts interchangeably while holding the same classification in which they were earned. If the compensatory time cannot be used at the location where the compensatory time was earned before the member is transferred (via location preference or Sheriff's decision), leaves the location for any other reason, or is promoted, then the compensatory time in the member's compensatory time bank will be paid to the member within three (3) payroll periods from the date of actual transfer or departure from the location or promotion. Provided, however, that any member who is transferred involuntarily as a result of a 90-day administrative transfer or the Sheriffs realignment of manpower, shall bring and be permitted to use their Compensatory Time bank to their new/different duty station/assignment.
9. K9/CRT /AE/416-Traffic shall not be subject to the location limitations set forth in paragraphs 7 (first sentence only) and 8.

PERSONAL LEAVE

A. DEFINITION OF PERSONAL LEAVE

Personal leave is an absence from work for which the employee is paid just as if they were at work. Personal Leave is provided primarily to provide income protection for the employee whose personal illness or incapacity is such that they are not able to work, but they have not yet met the required waiting period to qualify for the Short Term Disability plan.

Personal Leave may also be used for, but is not limited to, personal business, vacation, care of ill family members and medical or dental examinations and treatment.

B. ELIGIBILITY FOR PERSONAL LEAVE

1. Unit members will be issued five personal leave days during the first full pay period of each calendar year in which they remain actively employed. Personal Leave may not be used before it is credited to the Personal Leave Bank, and no more time may be used than what is available in the Personal Leave Bank.
2. New Hires who successfully complete their one (1) year probationary period will receive personal leave days on the closest pay period following the completion of their probationary period, in accordance with the following provisions:

Those employees whose probationary period falls within two calendar years will receive a pro-rated amount of personal leave days calculated from the date of hire through the end of the calendar year in which they were hired. In addition, these employees will receive five personal leave days for the calendar year in which their probationary period is completed.

Those employees whose entire probationary period falls within a single calendar year will receive a prorated amount of personal leave days calculated from their date of hire through the balance of the calendar year in which they were hired.

C. ACCUMULATION OF PERSONAL LEAVE

1. Employees may accumulate up to a total of 18 Personal Leave Days. Once the maximum is reached no further Personal Leave Time will accumulate either for immediate or future use when the employee's accumulation is below the maximum.
2. Personal Leave days have no cash-in value.

D. USE OF PERSONAL LEAVE

1. Uses of Personal Leave with advance permission of the department head include, but are not limited to, personal business, vacation, scheduled medical and dental examinations or treatment and supplementing Workers' Compensation or Income Disability insurance payment.

2. Personal Leave may also be used without advance permission of the Department Head, for personal illness or incapacity over which the employee has no reasonable control, or the illness or incapacity of a family member if the employee is the only person available to render such care or other exigent circumstances. The Sheriff/designee shall be responsible for reviewing employee requests for personal leave under this sub-section and determining their validity. The Sheriff/designee may refuse to allow use of Personal Leave when circumstances give rise to suspicion of abuse (e.g., where there is a pattern in the use of leave days, etc.), in such cases, an employee may be required to provide information including documentation to substantiate the reason for the absence.
3. Employees unable to work their shift shall notify the Sheriff/designee no later than one hour before the start of their normal work shift.

E. EFFECT OF PERSONAL LEAVE ON ANNUAL LEAVE

1. Employees on Personal Leave shall continue to accumulate Annual leave just as if they were on the job.
2. Legal holidays which are counted as days off with pay by the County shall not be deducted from an employee's Personal Leave accumulation when they fall during a period of Personal Leave Usage.

F. EFFECT OF RE-EMPLOYMENT ON PERSONAL LEAVE

1. Former employees, who return to County Service, must start their accumulation of personal leave as new employees. However, at such time that their prior County Service is recognized by the Oakland County Employees' Retirement System, all personal leave accumulation they had at the time of separation shall be reinstated.
2. Employees who leave the County Service to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the County, have available any unused Personal Leave previously earned: provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces whichever is later.

G. EFFECT OF BEREAVEMENT LEAVE ON PERSONAL LEAVE

Employees who are given permission to use Bereavement leave during the period of approved Personal Leave usage shall not have the time spent on Bereavement leave deducted from their Personal Leave accumulation.

ARTICLE XV

HOLIDAYS AND HOLIDAY SCHEDULING

- A. The provisions of the Oakland County Merit System in the Oakland County Employee's Handbook concerning holidays, holiday pay, premium pay on holidays, and overtime on holidays, shall not apply to members of the bargaining unit with respect to President's Day, Veterans' Day, and the day after Thanksgiving Day.
- B. Effective September 11, 2009, the provisions of the Oakland County Merit System in the Oakland County Employee's Handbook concerning holidays, holiday pay, premium pay and overtime on holidays shall apply to members of the bargaining unit with respect to: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Christmas Eve and New Year's Eve shall be treated as holidays in every year without regard to the day of the week on which they fall.
- C. If any holidays that are currently unrecognized become county holidays in the future, the OCDSA shall receive the same benefit.
- D. The Employer shall treat the day after Thanksgiving as a holiday for purposes of scheduling but not holiday pay. The Employer shall schedule the number of employees on the day after Thanksgiving as if it were a paid holiday and in conjunction with the rules set forth in this Article. Under no circumstances shall an employee be paid holiday pay for the day after Thanksgiving. Employees choosing to take the day after Thanksgiving off shall be charged leave time from one of their leave banks. Furthermore, fifteen (15) employees who are assigned to the Court Services Unit shall be afforded the opportunity to take the day after Thanksgiving off. Additional employees may be allowed off at the discretion of the Sheriff's Office.
- E. At least 10 days prior to a holiday the Employer shall determine its staffing requirements and affected employees shall be notified at least 10 days prior to the holiday at each work location. Work locations under these provisions shall be:
 - 1. Main Jail
 - 2. Jail Annex
 - 3. East Annex
 - 4. Court Services
 - 5. Visitation
 - 6. Forensic Lab
 - 7. Any other recognized work location in Corrections and Court Services

8. Patrol Services
 - a) Addison Twp.
 - b) Oakland Twp.
 - c) Orion Twp.
 - d) Independence Twp.
 - e) Commerce Twp.
 - f) Lyon Twp.
 - g) Springfield Twp.
 - h) Highland Twp.
 - i) Brandon Twp.
 - j) Rochester Hills
 - k) Oxford Twp.
 - l) Pontiac
 - m) Parks
 - n) Complex Patrol
9. Communications
10. ERP/Training
11. Any other recognized work location.

F. If staffing requirements for the holiday are less than normal staffing requirements, the Employer shall use the following criteria to fill the available positions:

1. The opportunity to perform the available work shall be offered by seniority to those employees who are normally scheduled to work the day of the holiday. The employee must accept the holiday work assignment by volunteering prior to the 10-day notification.
2. Holiday assignments shall be made by work location by classification with Deputy I positions filled by Deputy I's, and Deputy II positions filled by Deputy II's. Dispatch leader positions will be filled by Dispatch Leaders, and Dispatch positions filled by Dispatchers. These assignments shall not be interchangeable between classifications under this procedure. It shall be noted however, where no employee has been forced off and an assignment becomes available, it shall be filled by seniority just as a regular overtime position is filled by signup using Kronos, regardless of being a Deputy I or Deputy II, Dispatch Leader or Dispatcher.
3. In the event an insufficient number of employees volunteer to work on a holiday, the Sheriff may require employees who are normally scheduled to work the day of the holiday, to work the holiday based on reverse seniority or the Employer may select by

seniority from a list of qualified volunteers who are normally scheduled to work the holiday.

4. All existing Merit Rules governing pay for holidays shall continue to apply except as modified by this Agreement.

ARTICLE XVI

OVERTIME

All time, whether worked or compensated through an employee's use of leave time, in excess of a normal eight hour working day in the 24-hour period beginning with the start of the employee's normal working shift that day, shall be considered overtime and credited to the calendar day in which the 24-hour period began.

All working days in excess of five in the employee's seven (7) day work week shall likewise be considered overtime. Overtime shall be compensated at the rate of one and one-half times the employee's regular hourly rate. Said rate shall be based on the hourly equivalent of the employee's annual salary, including any applicable service increment, shift differential and temporary change of rate.

In order to make the allocations of overtime equitable and maintain the requirements of proper staffing, the following procedures shall be utilized for those represented positions in each division.

- A. Except during times of riot, natural disaster, or other exigent circumstances, the maximum amount of overtime worked by an employee per week shall not exceed 32 hours.
- B. An employee who wishes to work overtime shall sign up in KRONOS. An employee may modify their voluntary overtime availability in KRONOS at any time.
- C. Except as set forth in Section L hereof, overtime at a work location shall be offered to employees at that location who have signed up in order of seniority and in accordance with their designated availability in KRONOS. To the extent practicable, the voluntary overtime shall be equalized on a work schedule period basis for employees within a work location, and then for those employees hired to work overtime outside of their current work location. Such opportunities shall be posted weekly for employee review. Work locations under these provisions shall be:

Patrol Services

- a) Addison Twp
- b) Oakland Twp
- c) Orion Twp
- d) Independence Twp
- e) Commerce Twp
- f) Lyon Twp
- g) Springfield Twp
- h) Highland Twp

- i) Brandon Twp
- j) Rochester Hills
- k) Oxford Twp
- l) Pontiac
- m) Parks
- n) Complex Patrol
- 2. Investigative and Forensic Services
- 3. Communications
- 4. Corrections
- 5. MCOLES licensed Forensic Laboratory employees
- 6. Fire Investigation Unit
- 7. Warrants Unit
- 8. Marine Unit
- 9. Alcohol Enforcement
- 10. Traffic
- 11. Friend of the Court

CSSD:

- 1. Main Jail
- 2. Jail Annex
- 3. East Annex
- 4. Court Services
- 5. Visitation
- 6. Forensic Lab
- 7. Any recognized work locations in Corrections and Court Services
- 8. Patrol Services
- 9. Investigative and Forensic Services
- 10. Communications

D. Hiring for Patrol Services' Overtime at a work location to fill normally authorized and staffed positions shall be offered to employees in the following order:

- 1. Employees at the work location where they are assigned, and then within the division where the overtime is available who have signed up in order of seniority and in accordance with their designated availability in KRONOS.
- 2. Other employees within the division where the overtime is available who have signed up in seniority order and in accordance with their designated availability.
- 3. Employees not employed in the division where the overtime is available in order of seniority and in accordance with their designated availability in KRONOS such as, but not limited to, Investigative and Forensic Services and Corrections (all divisions) in that order and employees willing to work overtime who have not designated their availability in KRONOS.

E. Hiring for Corrective Services Overtime at a work location to fill normally authorized and staffed positions shall be offered to employees in the following order:

1. Deputies at their work location as outlined within corrective Services/Main and Corrections Services/Satellite who have signed the voluntary overtime list in order of seniority and in accordance with their designated availability in KRONOS.
2. Employees not employed in the division where the overtime is available in order of seniority and in accordance with their designated availability in KRONOS such as, but not limited to, Patrol Services and Investigative and Forensic Services and employees willing to work overtime who have not designated their availability in KRONOS.
3. The Sheriff's Office shall request volunteers to work the available overtime via Sheriff's Office radios in all divisions, starting in the division where the overtime is located prior to forcing any employee to work the overtime. The Sheriff's Office will make all reasonable attempts to fill any needed positions before forcing an employee. This shall include, but not be limited to, radio and email broadcasts.
4. When hiring overtime more than four (4) hours in advance, employees will be offered overtime in order of seniority and number of hires, employees with the fewest hires first. This accounting for hires will be based on the following areas and credited for hires separately by work location, Patrol Services, Corrections – all divisions, and Dispatch. Only hires for four (4) hours or more will count as hires. If overtime is being hired four (4) hours or more from the start of a shift, employees will have FORTY-FIVE (45) minutes to respond to an offer from KRONOS. Employees will not be penalized for rejecting the offer. Employees are encouraged to respond as quickly as possible so that the overtime hiring process can be completed as quickly as possible.
5. If overtime is being hired four (4) hours or less from the start of a shift employees who do not immediately respond to KRONOS shall be bypassed.
6. An employee must notify the hiring Command Officer at least four (4) hours before the start time for the overtime if the employee cannot work the overtime or the employee will be charged with a refusal. The Command Officer will cancel the employee in KRONOS and will hire the next employee available in KRONOS. An employee who cancels voluntary overtime more than once in a 28-day work cycle shall be charged for a hire.

7. Where the Sheriff's Office no longer needs all of the employees hired for overtime, employees will be cancelled in the following order: the employee with the most hires unless the employee is in the division where the overtime is to be worked. If two or more employees have an equal number of hires, the lowest seniority employee is cancelled first.
- F. Should a Deputy be passed over for overtime, they shall be given the option to work any available open overtime positions within the next 30 days. Should the pass-over occur on a holiday, the Deputy shall be given the option to work an open position on a succeeding holiday or any regular work day.
- G. Private contracts with Pine Knob, Meadowbrook, and Renaissance Festival and other similar private contracts shall be handled by qualified personnel assigned by voluntary sign-up by seniority in the following order: Patrol Services Deputies, then to Investigative and Forensic Services Deputies, then to MCOLES licensed Deputies in the Corrections and Court Services bargaining unit. Deputies wishing to be considered for these positions SHALL sign up in KRONOS. Only those mini contracts where an employee has worked four (4) hours or more shall be counted as a "hire" for equalization purposes. OWI enforcement, "CLICK IT OR TICKET" and traffic grants shall be considered a Traffic 416/Alcohol Enforcement location unit location.
- H. Hospital watch overtime shall be filled by volunteers in the following order:
Corrections, Satellites, Road Patrol and Forensic and Investigative Services
- I. Any authorized Deputy who volunteers to work Dispatch in KRONOS shall be hired in accordance with the process set forth previously. The hire shall be considered permanent after twenty-four (24) hours from the start of the shift that the employee was hired for. Up to that point any Dispatch Specialist or Dispatch Specialist Shift Leader shall have the right to take the shift. Under no circumstances shall a Deputy be forced in Dispatch with the exception of exigent circumstances.

ARTICLE XVII

FORCED OVERTIME

Forced Overtime

If there are insufficient volunteers under the above provisions the Employer may order employees in the bargaining unit to work overtime to fill positions that are normally authorized and staffed on a full-time basis, by reverse seniority. A list of forced overtime shall be maintained within each Division. The lists shall be continuous by seniority and ordered overtime and will start over at each fall and spring bump. All Force lists shall be accessible to employees.

- A. Any employee that is signed up for voluntary overtime and has their name come up for forced overtime on the same day and shift shall receive credit for the forced overtime provided they accept the hire. Any employee working two shifts within a twenty-four (24) hour period and who has their name come up for a force shall be given credit for a force. The employee must notify the forcing Sergeant (example: an employee assigned to the afternoon shift works overtime on the day shift and then works their regularly scheduled afternoon shift. If their name is next up on the force list for the midnight shift, and they are called for a force, they must notify the forcing Sergeant they worked overtime on the day shift. The forcing sergeant will then change the code in KRONOS that the employee worked the day to reflect the force credit).
- B. New hires shall be placed on the forced overtime list upon successful completion of training or as determined by management.
- C. COMMUNICATIONS. With the understanding that the sole intention behind force credit is to encourage volunteerism, any Dispatch Specialist or Dispatch Specialist Shift Leader who works an overtime shift on a voluntary basis and whose name appears at the top of the force list on the same day shall receive force credit as though they have been forced to the shift. This provision does not require the volunteer to relinquish their overtime shift to anyone else, to cancel it or to have the employee ahead of them get forced before they receive credit. Further, this provision does not require an additional vacancy to develop before force credit is given. Force credit will be given to the volunteer even if it is the employee's naturally occurring Friday and even if they have approved leave time on the following day. The only criteria are that the Dispatch Specialist or Dispatch Specialist Shift Leader's name be at the top of the list and they work at least one (1) hour of the shift.

- D. Under no circumstances shall a Deputy be forced in Dispatch with the exception of exigent circumstances.
- E. Under no circumstances shall an employee be forced more than two (2) consecutive times. This does not prohibit an employee from voluntarily accepting a third force. However, an employee working their scheduled leave day shall not be considered forcible but may elect to accept a second shift and receive force credit.
- F. Employees shall be entitled to "view only" access to KRONOS for a minimum of seven (7) days forward and seven (7) days back. This shall insure that each employee's overtime request and force credit is accurate.
- G. When a Deputy on any shift has an approved day off (FLT, PLV, SHL, Comp, or VAC) for the following day, or the day following is a regular work week leave day, they will be deemed on leave at the end of their shift and not subject to be forced to work overtime. This provision shall not affect an employee who wishes to work overtime on a voluntary basis. This circumstance will allow this employee to receive a force credit.
- H. Private contracts with Pine Knob, Meadowbrook, and Renaissance Festival and other similar private contracts shall be handled by qualified personnel assigned by voluntary sign-up by seniority in the following order: Patrol Services Deputies, then to Investigative and Forensic Services Deputies, then to MCOLES licensed Deputies in the Corrections and Court Services bargaining unit. Deputies wishing to be considered for these positions SHALL sign up in KRONOS. Only those mini contracts where an employee has worked four (4) hours or more shall be counted as a "hire" for equalization purposes. OWI enforcement, "CLICK IT OR TICKET" and traffic grants shall be considered a Traffic 416/Alcohol Enforcement location unit location.
- I. Hospital watch overtime shall be filled by volunteers in the following order:
Corrections, Satellites, Road Patrol and Forensic and Investigative Services.
- J. Where a position requires a force in the Corrections Division, the employee forced shall be the employee with the most elapsed time since the last force, the tie breaker will be seniority, and shall be done in the following order:
 1. Employees not going into their weekend assigned to Main Jail/Annex
 2. Employees assigned to ENNX not going into their weekend
 3. Employees assigned to Circuit Court not going into their weekend
 4. Return to number 1 for those employees on their "Friday"
 5. Cross divisional (Road) for those employees not going on their weekend
 6. Cross divisional (Road) for those employees on their "Friday"
 7. Return to number 1 where an employee has an approved vacation for the following day

8. Cross divisional (Road) for those employees having an approved vacation for the following day
- K. Any authorized Deputy who volunteers to work Dispatch in KRONOS shall be hired in accordance with the process set forth previously. The hire shall be considered permanent after twenty-four (24) hours from the start of the shift that the employee was hired for. Up to that point a Dispatch Specialist or Dispatch Specialist Shift Leader shall have the right to take that shift. In Dispatch, once an overtime position becomes forcible and the person who is getting forced states that they do not want the overtime, any Dispatch Specialist or Shift Leader can then take the overtime shift on a voluntary basis with credit as if they had been forced. The force credit will be documented and be equivalent to a standard force situation.
If more than one Dispatch Specialist or Shift Leader wants to take the force out of turn and receive force credit for the overtime, then the person with the most seniority will be granted the shift.
- L. In order to receive force credit an employee must work a minimum of one hour (60 minutes) in the forced shift.
- M. Where a position requires a force in the Patrol Services Division, the employee forced shall be the employee with the most elapsed time since the last force, the tie breaker will be seniority, and shall be done in the following order:
 1. Employees not going into their weekend assigned to Patrol Services
 2. Employees going into their weekend assigned to Patrol Services
 3. Employees in Patrol Services with an approved VAC, PLV, BU Leave Day for the following day
 4. Employees assigned to the Corrections, Main, Annex, Enex, and Satellites not going into their weekend
 5. Employees assigned to Corrections Main, Annex, Enex and Satellites going into their weekend
 6. Employees assigned to Corrections Main, Annex, Enex, and Satellites with an approved VAC, PLV, BU Leave Day for the following day
- N. Once forced for a shift, the employee may find relief, trade, split or otherwise fill the shift in question so long as it is done with qualified relief and the Command Officer is notified and approves. The opportunity for the employee to find relief and approval from the Command Officer shall NOT be unreasonably withheld. The provision DOES NOT relieve the Command Officer from attempting to find relief for the forced employee. Under NO circumstances shall more than one (1) force credit or one (1) hire credit be given. The originally forced employee shall be the only recipient of these credits. Once the forced Deputy finds relief for their forced shift that relief shall not be utilized to relieve anyone other than that Deputy.

- O. Forcing for Pine Knob, Meadowbrook, and Renaissance Festival shall use the protocol outlined in N above. Under all circumstances all forces shall receive credit.
- P. Forcing in the Circuit Court in the following order:
 1. Deputies not going into their weekend assigned to Circuit Court/District Court
 2. Deputies assigned to the ENEX not going into their weekend will be forced
 3. Deputies assigned to the Corrections/Main Jail not going into their weekend
 4. Once all these have been exhausted the order shall commence with number "4" under letter "M" above
- Q. Nine (9) months after the execution of this Agreement, the parties will meet to review the operation of this Article and to bargain over any modifications necessary to insure the proper operation of this Article and the efficient and equitable distribution of overtime under KRONOS. Notwithstanding anything set forth in Article XXVII-Duration, if the parties are unable to reach agreement on modifications to this Article, either party may reopen this Article of this labor contract for negotiations by giving the other party thirty (30) days written notice.
- R. Patrol Investigators assigned to sub-stations shall be subject to a force, if they are not on-call.

ARTICLE XVIII

LOCATION PREFERENCE

- A. Each year unit personnel shall select their work locations and shifts and leave days, within classification order in order of Oakland County Sheriff's Office seniority from open positions subject to the provisions of this Agreement. Any Deputy off on workers' compensation, military leave and those employees on short or long term disability are eligible to participate in the selection. In the event the Deputy remains off on one of the above-listed leaves, the Sheriff may temporarily fill the position until the Deputy returns to duty. Leave days are classified as regular days off, subject only to the sixth month shift preference selection provided for in Article XVII. The effective date of the selection shall be the pay period closest to October 1 of the subject year.
- B. For purposes of the selections, all open unit positions shall be posted by classification at all pertinent work locations and provided to the Union for administration of the selection not less than five (5) weeks prior to the effective date of the selection, together with classification seniority lists. The selection shall be administered by the Union, by seniority, pursuant to protocol established by the Union and the Sheriff, and shall be completed two (2) weeks prior to the effective date of the selection. No more than two designated Union officials shall

administer the selection without loss of time or pay. Except under exigent circumstances, if the Employer fails to provide the open positions for any work locations, the Union shall administer the bump with the numbers that have been provided at the time.

- C. For Patrol Services "Location" for purposes of the annual selection shall mean the following locations in Patrol Services Division: each substation, Traffic -416 Unit (with the requirement of being weigh master certified), and Complex Patrol.
- D. For CSSD "Location" for purposes of the annual selection shall mean the following locations in the Corrections/Main Jail and Corrections Satellites Division: Main Jail; Jail Annex; East Annex; Court Services; Visitation; Forensic Lab; and any other recognized work location in Corrections and Court Services Division.
- E. On the shift change closest to October 1 of each year, a qualified Deputy requesting a location will be assigned to the bargaining unit location they requested provide they have seniority greater than other Deputies requesting that location. Only written requests on file as of 30 days prior to the date of the shift change on which location preferences go into effect will be honored. The Sheriff may limit the number of transfers resulting from selections to a specific location to one-half of the bargaining unit members at such location. With respect to Court Detail and Circuit Court only (Lobby and Hall Courthouse detail excluded), the Sheriff may limit the number of transfer requests honored 12 Deputy I positions and two Deputy II positions during this bid process. Court Detail shall include assignments to Circuit Court relief and District Courts.
- F. Deputies requesting a location transfer must be capable to step in and perform in competent manner without the necessity for detailed instruction or training. Management shall not refuse a location preference request because the Deputy has not previously performed the job, or because it is necessary to describe the proper sequence of the job and its responsibilities. However, the Sheriff may deny a location preference request for appropriate reasons, but the Sheriff's approval shall not be unreasonably withheld. The affected Deputy shall be provided, upon written request, oral and written explanation for the location preference denial.
- G. In addition to the annual October shift, location and leave days selection, the April 1 shift change each year, employees in the Court Services unit of the Corrective Services Satellite Division shall conduct a mini bump by seniority within the Court Services unit to select their work location and shift preference. Management has the absolute right to deny any employee choice or adjust the mini bump. Upon written request made within 10 days of the posting of the mini bump, the Sheriff's Office will provide justification to the employee and the OCDSA for the denial or change.

Shift selection in classifications not currently receiving shift premium will not entitle such employee to shift premium. However, classifications of employees currently receiving shift premium will continue to receive said premiums in accordance with existing Merit System Rules.

H. Requests for location preference shall be subject to the following criteria:

1. To request a location a Deputy must have at least one year seniority and have Merit System status in the required classification.
2. Any Deputy transferred pursuant to their request shall be ineligible to submit another request for location preference for 12 months. This 12-month period may be waived by the Sheriff upon presentation by the Deputy of extenuating circumstances acceptable to the Sheriff.
3. A Deputy who has refused a requested location preference is ineligible for a location preference request for 12 months.
4. All location preference requests shall automatically expire one year from the date of the request, unless earlier terminated by written request of the Deputy.
5. Employees desiring a location must submit a location preference request directly to the Sheriff, with a copy to the Union. All requests shall be time-stamped upon receipt by the Sheriff.
6. Notwithstanding anything herein in the contrary, the Sheriff may transfer a deputy from a contracted area when requested to do so by a contracting Mayor or Township Supervisor/ Superintendent or contracting designee as the case may be. The Sheriff may transfer a Deputy from court detail when requested in writing to do so by a court judge.

I. Whenever a bargaining unit location vacancy exists, that vacancy shall be filled by the most senior qualified Deputy with a valid location preference request pending. If there are not qualified Deputies requesting transfer to the vacancy, the Sheriff may assign the least senior qualified Deputy to the vacancy.

J. Within 30 working days after first being transferred to a new location, the Sheriff may revoke the transfer if it is determined that the Deputy cannot do the new job assignment. In such event, the Deputy shall be assigned to any existing vacancy within the division and their classification as determined by the Sheriff. At the time the transfer is revoked, the affected Deputy shall be provided upon request oral or written explanation for the revocation, and a description of the training or instruction necessary to enable the Deputy to perform the assignment. A Deputy who has had a transfer revoked shall not be ineligible to request other transfers, but the Deputy shall not be permitted to request a transfer to the same position until they demonstrate receipt of the specified training or instruction required to perform the assignment.

K. Deputies granted a location preference under these procedures shall not be involuntarily transferred from such position without good cause for a period of one year, provided, however, that nothing herein shall limit the Sheriff from transferring a Deputy who has been granted a location request once during said one year for a period not to exceed 90 days for administrative,

instructional, or training purposes, or to meet exigent circumstances. The Deputy shall be returned to their regular assignment not later than 90 days from the date of initial transfer.

L. Each CRT K-9 shall select a home base (substation) to receive mail and will be added to the overtime equalization list in that substation based on seniority. The selection of a substation shall be by K-9 unit seniority with not more than one K-9 Deputy per substation. The selection of a home base will remain in effect (1) without regard to any temporary assignment including the length of any temporary assignment and (2) until the CRT K-9 Deputy chooses to move to a different substation by seniority.

M. The Employer and the Union agree that assignments and length of assignments are at the Sheriff's discretion. The Employer may remove an employee from a Special Unit at any time but will normally do so prior to the fall bump.

ARTICLE XIX

SHIFT PREFERENCE

All employees shall be entitled to shift preference selection subject to the conditions as stated below:

A. In addition to the annual October shift, location and leave days selection, shift preference-based seniority, will be allowed within established work locations beginning with the shift change closest to April 1.

B. Shifts shall be selected by seniority on a work location by work location basis. All positions, starting times, and days off, as applicable, within a work location are subject to the selection. Barring exigent circumstances, starting times shall be maintained through the term of the selection.

C. All shift preferences are subject to the Sheriff's approval. It is understood that they will not unreasonably withhold such approval.

D. Shift selection in classifications not currently receiving shift premium will not entitle such employee to shift premium. However, classifications of employees currently receiving shift premium will continue to receive said premiums in accordance with existing Merit System Rules.

E. Shift preference selection shall, in no manner, alter or infringe upon the Sheriff's sole and exclusive authority to determine job assignments within each work location in accordance with their professional judgement.

- F. There shall be a shift preference mini bump for the Court Services Unit only in accordance with Article XVIII, E.
- G. For purposes of Shift Preferences, all open and/or vacant positions shall be posted by classification at all pertinent work locations and provided to the Union for administration of the selection not less than five (5) weeks prior to the effective date of the selection, together with classification seniority lists. The selection shall be administered by the Union, by seniority, pursuant to protocols established by the Union and the Sheriff, and shall be completed two (2) weeks prior to the effective date of selection. No more than two designated Union officials shall administer the selection without loss of time or pay. Except under exigent circumstances, if the Employer fails to provide the open positions for any work locations, the Union shall administer the bump with the numbers that are in existence at the time. This shall not preclude a mutual agreement to waive the five (5) week requirement set forth above.
 - 1. An employee may elect to choose either:
 - (a) "Option A", defined as the ability to bump *within* the employee's respective location and/or scheduled leave days (if permanent leave days exist) or;
 - (b) "Option B", defined as the ability to bump the lowest seniority employee regardless of location, shift or leave days or a combination of both.

ARTICLE XX

SPECIAL ASSIGNMENTS

- A. The Sheriff shall establish qualifications and standards for special assignments. The shall be related to the assignment and shall be based on objective rather than subjective considerations.
- B. In order to be eligible for a special assignment, an employee must have the minimum qualifications as determined by the Employer and provided to the Union and a minimum of two (2) years of experience within the Sheriff's Office. If no qualified Deputy meets the minimum seniority and experience requirements as listed above, these qualifications may be waived. Letters of Interest for Special Teams/Units may be submitted regardless of current job assignment as allowed by the Sheriff's Office.
- C. Deputies interested in being considered for a special assignment must submit a letter of interest directly to the Sheriff's Office. All letters of interest shall expire on December 31 of each year. Copies of letters of interest should also be sent to the Secretary of the Union by the Deputy making the request. Whenever a vacancy exists in a special assignment position, that vacancy shall be filled from a list compiled from the Deputies' time-stamped letters of interest, provided

the applicants meet the minimum qualifications as described in Paragraph B above. Deputies offered a special assignment shall be given a description of the assignment and the length of the assignment, if applicable. The Sheriff shall make the final decision on the assignment, taking into consideration the length of service and the ability of each applicant to perform the assignment.

D. The Sheriff shall make the final decision on the assignment. Selection shall be based upon an oral interview, which all applicants shall be entitled to, and taking into consideration the length of service and the ability of each applicant to perform the assignment. In instances where two or more candidates are deemed to be equal, seniority will be used as a determining factor provided that the senior candidate has not previously served in a special assignment. This will provide candidates who are qualified and have not had the opportunity to serve in a special assignment proper consideration by the Sheriff. Upon selection of the Deputy to be assigned, the Sheriff's decision shall be sent to the Union, together with a description of the position, and the anticipated length of the assignment.

ARTICLE XXI

ADOPTION BY REFERENCE OF RELEVANT RESOLUTIONS AND PERSONNEL POLICIES

All Resolutions which have been passed by the Oakland County Board of Commissioners on or before September 30, 2018, relating to the working conditions and compensation of employees covered by this Agreement, and all other benefits and policies provided for in the Oakland County Merit System which incorporates the Oakland County Employees' Handbook, are incorporated herein by reference and made part hereof to the same extent as if they were specifically set forth, except as provided and amended by this Agreement.

ARTICLE XXII

RETIREMENT BENEFITS (EMPLOYEES HIRED PRIOR TO 5/27/95)

All Resolutions of the Oakland County Board of Commissioners, as amended and in existence as of the date of this Agreement and as modified by prior Collective Bargaining Agreements between the parties, relating to Retirement System benefits, and all retirement system benefits and policies provided for in the Oakland County Employees' Handbook, Oakland County Merit System, except as provided and amended herein, are

incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, subject to the following: To the extent of any conflict between the provisions below and the Oakland County Employees' Retirement Program, Oakland County Merit System, or the Oakland County Employees' Retirement System Restated Resolution, the following provisions shall be controlling:

- A. Effective January 1, 1989, all employees with eight or more years of full-time County service shall be eligible for the Military Buyback Option as developed by the Oakland County Retirement Commission and approved by the Oakland County Board of Commissioners. Employees who were eligible for the Military Buyback prior to the final ratification of this Agreement, and failed to exercise the option, will be allowed to buy back up to two years of military service at the Employer's actual cost as determined by the Employer's actuary.
- B. Effective January 1, 1993, with respect to persons who are active employees and members of the Retirement System on and after January 1, 1993, and who retire on or after January 1, 1993, the requirements for normal retirement will be 25 years of service credit within the Sheriff's Office regardless of age.
- C. Effective January 1, 1993, Final Average Compensation will not include overtime pay with respect to new employees to become employees and members of the Defined Benefit Retirement System on or after January 1, 1993.
- D. Effective with the execution of this Agreement the pension multiplier factor and employee contribution rate for employees of the Sheriff's Office covered by this Agreement who participate in the Defined Benefit Retirement Plan shall be as follows:
 1. For the first 14 full years of service in the Sheriff's Office, the employee shall have a multiplier of 2.2% and the employee shall contribute 3% of gross wages to the Retirement Plan during this time period.
 2. Thereafter, for every year of service in the Sheriff's Office beginning with the employee's 15th year of service in the Sheriff's Office, the employee shall have a multiplier of 2.5% and shall contribute 5% of gross wages to the Retirement Plan.
 3. The following cap on retirement benefits shall apply: The first 14 full years of service in the bargaining unit will be based on a 2.2% factor (multiplier) with all subsequent years

of service in the bargaining unit based on a 2.5% factor (multiplier) up to a maximum of 75% of final average compensation.

- E. Effective with the execution of this Agreement, the required employee contributions (as defined in Section 3 (a) of the Restated Resolution of the Rules and Regulations governing the Oakland County Employees Retirement System as revised May 21, 1992, excluding overtime with respect to employees hired on or after January 1, 1993) shall be picked-up (assumed and paid) by the Employer, County of Oakland, as Employer contributions pursuant to Section 414 (h)(2) of the Internal Revenue Code. Said Employer contributions will be paid by the Employer to the Defined Benefit Retirement System Plan and no employee shall have any option of choosing to receive the amounts directly.

The parties agree to take all action necessary and to cooperate with the Oakland County Retirement System which will apply for a favorable (private letter) ruling request that (1) the employee contributions picked-up by the Employer shall be treated as Employer contributions under Section 414 (h)(2) of the Internal Revenue Code; (2) The employee contributions picked-up by the Employer shall be excludable from the gross income of the employees pursuant to Section 414 (h)(2) of the Internal Revenue Code; (3) The employee contributions picked-up by the Employer shall not constitute wages as defined under Section 3401 (a)(12)(A) of the Internal Revenue Code for federal withholding purposes until these distributions are distributed to the employees, and which the Retirement System shall take all action necessary to obtain a favorable Section 414 (h)(2) ruling from the Internal Revenue Service. These 414 (h)(2) arrangements shall not affect determination of final average compensation for pension contribution purposes.

- F. Vested former members must continue to meet the requirements of the Retirement System Restated Resolution in effect at the time said person terminated their employment and terminates their membership in the Retirement System as an active employee.
- G. During the time period January 1, 2000, to February 28, 2000, all employees who are participants in the Defined Benefit Retirement Program shall have the option to transfer to the Defined Benefit Contribution Retirement Plan as set forth in Miscellaneous Resolution #94275, as approved by the Internal Revenue Service, based on a multiplier of 2.2%. Only compensation (as defined by the Plan) earned prior to October 1, 1999, shall be used in calculating final average

compensation for those electing to transfer to the Defined Contribution Retirement Plan pursuant to this paragraph.

Once an employee elects to transfer from the Defined Benefit Retirement Program to the Defined Contribution Retirement Plan that employee shall not be eligible to be a participant in the Defined Benefit Retirement Program at any time thereafter.

H. The County shall make the following contributions and matching contributions to the Defined Contribution Retirement Plan for employees hired prior to May 27, 1995:

1. For Fiscal Year 2022 – No changes
2. For Fiscal Year 2023 the County shall contribute 12% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 5% of base wages to the Retirement Plan.
3. For Fiscal Year 2024 the County shall contribute 13% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 6% of base wages to the Retirement Plan.
4. For Fiscal Year 2025 the County shall contribute 13% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 6% of base wages to the Retirement Plan.
5. For Fiscal Year 2026 the County shall contribute 14% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 6% of base wages to the Retirement Plan.

ARTICLE XXIII

RETIREMENT BENEFITS (EMPLOYEES HIRED ON OR AFTER 5/27/95)

All bargaining unit employees hired on or after May 27, 1995, shall only be eligible to participate in the Defined Contribution Retirement Plan, as adopted by the Board of Commissioners in Miscellaneous Resolution #94185.

A. The County and the employee shall make the following contributions to the Defined Contribution Retirement Plan:

1. For Fiscal Year 2022 – No changes
2. For Fiscal Year 2023 the County shall contribute 10% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 3% of base wages to the Retirement Plan.
3. For Fiscal Year 2024 the County shall contribute 11% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 4% of base wages to the Retirement Plan.

4. For Fiscal Year 2025 the County shall contribute 13% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 6% of base wages to the Retirement Plan.
5. For Fiscal Year 2026 the County shall contribute 14% of base wages to the Defined Contribution Retirement Plan and the employee shall contribute 6% of base wages to the Retirement Plan.

B. Employees hired on or after May 27, 1995, shall only be eligible to receive Retirement Health Care Benefits as set forth in Miscellaneous Resolution #94292.

C. The Retirement Health Savings Plan, as passed by the Board of Commissioners in Miscellaneous Resolution #05258, shall apply to all employees hired after February 9, 2012, except that the annual amount to be contributed by the County each year shall be Three Thousand Two Hundred and Fifty (\$3,250.00) Dollars. Such employees shall not be eligible to participate in the Retiree Healthcare System as set forth in Appendix B.

D. Employees hired on or after January 1, 2010 into the former BU (Bargaining Unit), shall only be eligible to participate in the Retirement Health Savings Plan as described in Miscellaneous Resolution #05258. The County will increase its contribution, for all eligible employees, to the Retiree Health Savings Plan to \$125 per pay period (\$3250 annually) effective January 1, 2021.

ARTICLE XXIV

MAINTENANCE OF CONDITIONS

Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of the Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

The Agreement between the parties on economic matters are set forth in Appendix A and Appendix B attached hereto and are incorporated into this Collective Bargaining Agreement, subject to the terms and conditions thereof.

ARTICLE XXV

NO STRIKE -NO LOCKOUT

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved

employees in writing that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lock out any employees of the bargaining unit during the term of this Agreement.

ARTICLE XXVI

STATUTORY EMERGENCY MANAGER LANGUAGE

An Emergency Manager appointed under the Local Financial Stability and Choice Act may reject, modify, or terminate this collective bargaining agreement as provided within the Local Financial Stability and Choice Act, 436 P.A. 2012.

ARTICLE XXVII
ECONOMIC MATTERS

Wages

WAGES - FY2022 - 5.0% Increase

	Step	01	12	24	36	48	60	72
Deputy I	Annual	42,106	45,568	48,347	52,945	58,409	62,883	69,108
	Biweek	1,619.46	1,752.62	1,859.50	2,036.35	2,246.50	2,418.58	2,658.00
	Hourly	20.2433	21.9077	23.2438	25.4543	28.0813	30.2322	33.2250
	Biweek						2,456.98	2,696.40
Deputy II	Annual	58,819	63,049	67,307	72,144	74,781	80,039	
	Biweek	2,262.27	2,424.96	2,588.73	2,774.77	2,876.19	3,078.42	
	Hourly	28.2784	30.3120	32.3591	34.6846	35.9524	38.4803	
	Biweek						3,116.82	
Dispatch Specialist	Annual	43,931	45,789	49,497	53,208	56,916	61,470	67,753
	Biweek	1,689.65	1,761.12	1,903.73	2,046.46	2,189.08	2,364.23	2,605.88
	Hourly	21.1207	22.0139	23.7966	25.5808	27.3635	29.5529	32.5736
	Biweek							
Dispatch Specialist Shift Leader	Annual	66,329	68,385	73,105				
	Biweek	2,551.12	2,630.19	2,811.73				
	Hourly	31.8889	32.8774	35.1466				
	Biweek							
Fire Investigator	Annual	80,960						
	Biweek	3,113.85						
	Hourly	38.9231						
	Biweek	3,152.25						
Forensic Lab Investigator	Annual	75,389	79,157	83,116	87,272	91,636		
	Biweek	2,899.58	3,044.50	3,196.77	3,356.62	3,524.46		
	Hourly	36.2447	38.0563	39.9596	41.9577	44.0558		
	Biweek							
Forensic Lab Investigator Leader	Annual	82,144	86,251	90,564	95,092	99,847		
	Biweek	3,159.38	3,317.35	3,483.23	3,657.38	3,840.27		
	Hourly	39.4923	41.4668	43.5404	45.7173	48.0034		
	Biweek							

Note: Eligible employees of this bargaining unit will receive a \$3250 retention bonus; \$1625 payable in September 2022; \$1625 payable in October 2022. Those employees who received a hiring bonus are not eligible for the retention bonus.

WAGES - FY2023 - 4.0% Increase

	Step	01	12	24	36	48	60	72
Deputy I	Annual	43,790	47,391	50,281	55,063	60,745	65,398	71,872
	Biweek	1,684.24	1,822.72	1,933.88	2,117.80	2,336.36	2,515.32	2,764.32
	Hourly	21.0530	22.7840	24.1735	26.4725	29.2045	31.4415	34.5540
	Biweek						2,553.72	2,802.72
Deputy II	Annual	61,172	65,571	69,999	75,030	77,772	83,241	
	Biweek	2,352.76	2,521.96	2,692.28	2,885.76	2,991.24	3,201.56	
	Hourly	29.4095	31.5245	33.6535	36.0720	37.3905	40.0195	
	Biweek						3,239.96	
Dispatch Specialist	Annual	45,688	47,621	51,477	55,336	59,193	63,929	70,463
	Biweek	1,757.24	1,831.56	1,979.88	2,128.32	2,276.64	2,458.80	2,710.12
	Hourly	21.9655	22.8945	24.7485	26.6040	28.4580	30.7350	33.8765
Dispatch Specialist Shift Leader	Annual	68,982	71,120	76,029				
	Biweek	2,653.16	2,735.40	2,924.20				
	Hourly	33.1645	34.1925	36.5525				
Fire Investigator	Annual	84,198						
	Biweek	3,238.40						
	Hourly	40.4800						
	Biweek	3,276.80						
Forensic Lab Investigator	Annual	78,405	82,323	86,441	90,763	95,301		
	Biweek	3,015.56	3,166.28	3,324.64	3,490.88	3,665.44		
	Hourly	37.6945	39.5785	41.5580	43.6360	45.8180		
Forensic Lab Investigator Leader	Annual	85,430	89,701	94,187	98,896	103,841		
	Biweek	3,285.76	3,450.04	3,622.56	3,803.68	3,993.88		
	Hourly	41.0720	43.1255	45.2820	47.5460	49.9235		

WAGES - FY2024 - 3.0% Increase

	Step	01	12	24	36	48	60	72
Deputy I	Annual	45,104	48,812	51,789	56,715	62,568	67,360	74,028
	Biweek	1,734.77	1,877.40	1,991.90	2,181.33	2,406.45	2,590.78	2,847.25
	Hourly	21.6846	23.4675	24.8987	27.2667	30.0806	32.3847	35.5906
	Biweek							2,885.65
Deputy II	Annual	63,007	67,538	72,099	77,281	80,105	85,738	
	Biweek	2,423.34	2,597.62	2,773.05	2,972.33	3,080.98	3,297.61	
	Hourly	30.2918	32.4702	34.6631	37.1542	38.5122	41.2201	
	Biweek							3,336.01
Dispatch Specialist	Annual	47,059	49,049	53,021	56,996	60,968	65,847	72,577
	Biweek	1,809.96	1,886.51	2,039.28	2,192.17	2,344.94	2,532.56	
	Hourly	22.6245	23.5813	25.4910	27.4021	29.3117	31.6571	
Dispatch Specialist Shift Leader	Annual	71,052	73,254	78,310				
	Biweek	2,732.75	2,817.46	3,011.93				
	Hourly	34.1594	35.2183	37.6491				
Fire Investigator	Annual	86,724						
	Biweek	3,335.55						
	Hourly	41.6944						
	Biweek	3,373.95						
Forensic Lab Investigator	Annual	80,757	84,793	89,034	93,486	98,160		
	Biweek	3,106.03	3,261.27	3,424.38	3,595.61	3,775.40		
	Hourly	38.8253	40.7659	42.8047	44.9451	47.1925		
Forensic Lab Investigator Leader	Annual	87,993	92,392	97,012	101,863	106,956		
	Biweek	3,384.33	3,553.54	3,731.24	3,917.79	4,113.70		
	Hourly	42.3042	44.4193	46.6405	48.9724	51.4212		

WAGES - FY2025 - 2.0% Increase*

	Step	01	12	24	36	48	60	72
Deputy I	Annual	46,006	49,789	52,825	57,849	63,819	68,707	75,509
	Biweek	1,769.46	1,914.95	2,031.73	2,224.96	2,454.58	2,642.60	2,904.19
	Hourly	22.1183	23.9369	25.3967	27.8120	30.6822	33.0324	36.3024
	Biweek						2,681.00	2,942.59
Deputy II	Annual	64,267	68,889	73,541	78,826	81,708	87,453	
	Biweek	2,471.81	2,649.57	2,828.51	3,031.78	3,142.60	3,363.56	
	Hourly	30.8976	33.1196	35.3564	37.8972	39.2825	42.0445	
	Biweek						3,401.96	
Dispatch Specialist	Annual	48,000	50,030	54,082	58,136	62,188	67,164	74,029
	Biweek	1,846.16	1,924.24	2,080.06	2,236.01	2,391.84	2,583.22	2,847.25
	Hourly	23.0770	24.0530	26.0008	27.9502	29.8980	32.2902	35.5907
Dispatch Specialist Shift Leader	Annual	72,473	74,719	79,876				
	Biweek	2,787.41	2,873.81	3,072.16				
	Hourly	34.8426	35.9226	38.4021				
Fire Investigator	Annual	88,459						
	Biweek	3,402.26						
	Hourly	42.5283						
	Biweek	3,440.66						
Forensic Lab Investigator	Annual	82,372	86,489	90,815	95,355	100,124		
	Biweek	3,168.15	3,326.49	3,492.87	3,667.52	3,850.91		
	Hourly	39.6018	41.5812	43.6608	45.8440	48.1364		
Forensic Lab Investigator Leader	Annual	89,753	94,240	98,952	103,900	109,095		
	Biweek	3,452.02	3,624.61	3,805.86	3,996.15	4,195.97		
	Hourly	43.1502	45.3077	47.5733	49.9518	52.4496		

*Should a general wage increase greater than 2% be provided to the general, non-represented employee group for FY 2025, then this bargaining unit would be entitled to the same increase at the same time and in the same manner.

WAGES - FY2026 - 2.0% Increase**

	Step	01	12	24	36	48	60	72
Deputy I	Annual	46,926	50,784	53,882	59,006	65,095	70,082	77,019
	Biweek	1,804.85	1,953.25	2,072.37	2,269.46	2,503.67	2,695.45	2,962.28
	Hourly	22.5606	24.4156	25.9046	28.3682	31.2959	33.6931	37.0285
	Biweek						2,733.85	3,000.68
Deputy II	Annual	65,552	70,267	75,012	80,403	83,342	89,202	
	Biweek	2,521.25	2,702.56	2,885.08	3,092.42	3,205.45	3,430.83	
	Hourly	31.5156	33.7820	36.0635	38.6552	40.0681	42.8854	
	Biweek						3,469.23	
Dispatch Specialist	Annual	48,960	51,031	55,163	59,299	63,432	68,507	75,509
	Biweek	1,883.08	1,962.72	2,121.66	2,280.73	2,439.67	2,634.88	2,904.20
	Hourly	23.5385	24.5340	26.5208	28.5092	30.4959	32.9360	36.3025
Dispatch Specialist Shift Leader	Annual	73,922	76,213	81,474				
	Biweek	2,843.16	2,931.29	3,133.61				
	Hourly	35.5395	36.6411	39.1701				
Fire Investigator	Annual	90,228						
	Biweek	3,470.31						
	Hourly	43.3789						
	Biweek	3,508.71						
Forensic Lab Investigator	Annual	84,019	88,219	92,631	97,263	102,126		
	Biweek	3,231.51	3,393.02	3,562.72	3,740.87	3,927.93		
	Hourly	40.3939	42.4128	44.5341	46.7609	49.0991		
Forensic Lab Investigator Leader	Annual	91,548	96,125	100,931	105,978	111,277		
	Biweek	3,521.06	3,697.10	3,881.98	4,076.07	4,279.89		
	Hourly	44.0132	46.2138	48.5247	50.9509	53.4986		

**Should a general wage increase greater than 2% be provided to the general, non-represented employee group for FY 2026, then this bargaining unit would be entitled to the same increase at the same time and in the same manner.

All persons hired shall progress in accordance with the salary schedules established herein, except that the Sheriff shall have the discretion to hire or promote persons into this bargaining unit with prior public safety experience and may place them at a step in the salary schedule that is consistent with their public safety experience, and except further that the Sheriff may advance an employee on the salary schedule to a higher step if the Sheriff determines that the employee's job performance warrants such advancement.

ARTICLE XXVIII

PATROL AND INVESTIGATIVE AND FORENSIC SERVICES MCOLES BONUS

Each MCOLES Licensed Deputy or Fire Investigator who has completed five full years of service as an MCOLES Licensed Deputy shall be eligible to receive an annual \$1000 bonus, paid on a pro-rated basis throughout the year, provided that they remain an MCOLES Licensed Deputy. The MCOLES bonus will be paid as follows: The \$1000 annual bonus will be divided by 2080 hours and the resulting amount will be added to the base rate of pay of each Deputy and will be paid as part of the Deputy's bi-weekly wages. The bonus will cease to be paid during any time that the Deputy is not functioning as an MCOLES Licensed Deputy.

ARTICLE XXIX

PREMIUM PAY DIVERS

- A. Divers shall receive straight time pay for on-duty work hours.
- B. For all hours on the job other than on-duty hours, the diver shall receive time and one-half pay.
- C. The Divers shall receive premium pay of \$8.00 per hour* over and above the rates set forth in sections (a) and (b) above when performing diving activities. Does not include training hours.
- D. When diving under the ice, divers shall receive premium pay of \$16.00 per hour* over and above the rates set forth in sections (a) and (b) above. Does not include training hours.

*Computation of the \$8.00 per hour and \$16.00 per hour premium shall be computed to the nearest one-half (1/2) hour.

ARTICLE XXX

AVIATION UNIT

- A. While assigned to the aviation unit, an employee will receive a \$750 annual bonus to be paid bi-weekly.
- B. Overtime: Except as limited by Federal Aviation Administration rules and regulations, all overtime in the Aviation Unit shall be rotated and equalized among all officers assigned to the Aviation Unit.

ARTICLE XXXI

COURT APPEARANCE

When Deputies are required to appear in court, they shall be compensated at the rate of time and one-half for all time spent in court under the following conditions:

- A. A case must be of a criminal nature or related to traffic enforcement.
- B. The Deputy is appearing on behalf of the Sheriff's Office at a disposition or a civil matter.
- C. The Deputy must be off duty at court time.

A Deputy shall be guaranteed a minimum of two hours pay per day except where a Deputy is off duty and called into work and appears in court on their scheduled day off (not vacation, personal leave day, etc.) the Deputy shall receive a minimum of three (3) hours pay.

ARTICLE XXXII

CALL-OUT PAY

The County will guarantee a minimum of two hours pay at the employee's applicable rate to an employee who has checked out, gone home, and is then called out for additional work. Should an employee be called out on a leave day they shall be entitled to three hours work or pay at the employee's applicable rate. When an employee is called into work while off duty and the call-in is cancelled within 60 minutes of the beginning of the shift, the employee shall be paid two (2) hours at 1.5 times the employee's regular rate of pay and shall not be required to work (The minimum set forth in the first two sentences shall not apply). Call-outs must be non-contiguous to the employee's regular shift and for other than court appearance to be compensable under this article. Call-out pay shall be calculated beginning upon arrival at the work site and shall end upon the employee leaving the work site.

ARTICLE XXXIII

ON-CALL PAY FOR FORENSIC LABORATORY

The Forensic Laboratory may designate one employee to be on-call each day (24-hour period). The employee who is designated as on-call and drives the laboratory vehicle home for the night or weekend, shall receive one hour of pay at straight time for each 24-hour period that the employee is on-call. If the employee is called into work, the employee shall not receive on-call pay for that day. On-call pay shall be paid in cash (wages), not compensatory time.

ARTICLE XXXIV

ON-CALL PAY FOR K-9 UNIT, ARSON UNIT, AND ACCIDENT RECONSTRUCTION UNIT

The Arson Unit, K-9 Unit and Accident Reconstruction Unit may designate one Deputy for each Unit to be on-call for a day (24-hour period). The Deputy who is designated as on-call and drives a Unit vehicle home for the night or weekend, shall receive one hour of pay at straight time for each 24-hour period the Deputy is on-call. If the Deputy is called into work, the Deputy shall not receive on-call pay for that day. On-call pay shall be paid in cash (wages), not compensatory time.

ARTICLE XXXV

FIELD TRAINING OFFICER PAY/CORRECTIONS OFFICER TRAINING PAY/DISPATCH TRAINING OFFICER PAY

A Deputy or Dispatch Specialist designated by the Sheriff's Office as a Field Training Officer ("FTO"), Corrections Training Officer ("CTO"), or Dispatch Training Officer ("DTO") and assigned by a Command Officer to train a probationary bargaining unit employee, shall receive two (2) hours of pay at their overtime rate (1.5) for each full eight (8) hour shift the FTO, CTO, or DTO spends with the employee training them. FTO, CTO, and DTO pay shall be in wages, not compensatory time.

ARTICLE XXXVI

CLOTHING AND EQUIPMENT

- A. Effective January 1, 2022, non-uniformed Deputies required by the Sheriff to wear a suit and tie, or other appropriate business attire on a daily basis, shall receive clothing and cleaning

allowance at an annual rate of \$500.00, payable in installments of \$250.00 in June and \$250.00 in December.

- B. The number of non-uniformed Deputies qualifying for this allowance will be determined and prorated by dates of assignment and does not include school resource officers or similar positions that are issued uniforms and/or alternate clothing. Should new grants or patrol contracts approved by the Board of Commissioners contain provisions for clothing allowance, the officers assigned to the new positions will be reviewed for eligibility for the allowance.
- C. All guns, uniforms and equipment supplied by the County will remain County property and separating Deputies will be required to return all uniforms and equipment to the Sheriff.
- D. The County shall provide one pair of boots every two (2) years to Cell Extraction Team members at a cost of not more than \$150 per pair.
- E. The County will provide cleaning of uniforms for uniformed personnel of the Sheriff's Office and it is understood that the individuals will not abuse this privilege by requesting excessive cleaning.

ARTICLE XXXVII

SALARY STEP/MERIT INCREASES

Any salary step increase for an employee who satisfactorily performs and is approved for such increase by the Sheriff shall become effective within 10 working days after receipt by the Sheriff's Office of the appropriate notice of eligibility for salary step increase and said salary step increase shall not be denied unless the Sheriff disapproves the salary step increase within the aforesaid period.

ARTICLE XXXVIII

DEFERRED COMPENSATION MATCH

The County has a 457 (b) Deferred Compensation Plan. The County will match the first \$2500 contributed by the employee per calendar year to the County 457 (a) Deferred Compensation Plan effective January 1, 2021.

ARTICLE XXXIX

MILEAGE

Effective with the execution of this Agreement, the General Travel Regulation's mileage reimbursement rate shall be the IRS rate per mile.

ARTICLE XL

SHIFT PREMIUM

The shift premium for the Dispatch Specialist and Dispatch Specialist Shift Leaders shall be \$.50.

ARTICLE XLI

EVIDENCE TECHNICIAN BONUS

Effective January 1, 2013, the Employer agrees to pay a \$200 annual bonus to employees classified as Deputy I or Deputy II who meet the certification requirements of an Evidence Technician and are assigned to those duties. The Sheriff shall have sole discretion when assigning Deputies to Evidence Technician duties.

To qualify for the Evidence Technician Bonus, a Deputy I or Deputy II within the Patrol Services Division must have successfully completed the Oakland County Sheriff's Evidence Technician training course and be recognized by the Sheriff's Office as eligible and able to perform the duties of an Evidence Technician.

The \$200 annual bonus will be paid on the closest pay period to December 1st each calendar year. Any Deputy I or Deputy II that meets the certification requirements and is assigned as an Evidence Technician during the course of the calendar year will be paid on a pro-rated basis.

It is understood that no more than 100 deputies shall be designated as Evidence Technicians in any one calendar year.

ARTICLE XLII

PHYSICAL FITNESS INCENTIVE PROGRAM

The Physical Fitness Incentive Program is voluntary.

SHERIFF'S PHYSICAL FITNESS INCENTIVE PROGRAM Any OCDSA covered employee who meets the established physical fitness standards will be granted the following leave days under the condition set forth in the following chart: This program is voluntary.

Sheriff's Physical Fitness Incentive Program

The Sheriff's Office Physical Fitness Program is a voluntary program for all OCDSA covered employees. The Sheriff's Office will select and conduct at least three physical fitness testing times before September 1st of each calendar year. OCDSA covered employees who meet the established physical fitness standards will be granted the following Physical Fitness Leave Days under the conditions set forth:

Physical Fitness testing completed by:	Number of Physical Fitness Leave Days granted:	Physical Fitness Leave Day(s) added to leave bank:	Physical Fitness Leave Day(s) to be used by:
FY 22 09/01/2022	1 or 2 days depending on the employee's prior participation in the program	10/22/2022	09/22/2023
FY 23 09/01/2023		10/21/2023	09/20/2024
FY 24 09/01/2024		10/19/2024	09/19/2025
FY 25 09/01/2025		10/18/2025	09/18/2026
FY 26 09/01/2026		10/17/2026	09/17/2027

- After the first year of successful participation in the program, an employee will receive a total of 2 Physical Fitness Leave Days for consecutive years of successful participation.

If 60% of the bargaining unit meets the physical fitness standards by September 1st then two additional physical fitness leave days will be added to each employee's physical fitness leave day bank during the second pay period of the new fiscal year

Physical Fitness testing completed by:	Number of Physical Fitness Leave Days granted:	Physical Fitness Leave Day(s) added to leave bank:	Physical Fitness Leave Day(s) to be used by:
FY 22 09/01/2022	3 or 4 days depending on the employee's prior participation in the program	10/22/2022	09/22/2023
FY 23 09/01/2023		10/21/2023	09/20/2024
FY 24 09/01/2024		10/19/2024	09/19/2025
FY 25 09/01/2025		10/18/2025	09/18/2026
FY 26 09/01/2026		10/17/2026	09/17/2027

Should the bargaining unit have a 50% successful completion rate in any given year, the employee may be paid for 2 of the 3 Physical Fitness Days or 3 of the 4 unused Physical Fitness Days as of the last pay period in the fiscal year. Payment will occur in the first pay period of the new fiscal year.

- The third or fourth physical fitness leave day granted must be used and cannot be paid out under any circumstances.

Should an employee leave this bargaining unit, the employee shall be paid off their unused Sheriff's Physical Fitness Days (that are eligible for payoff) at their current pay rate. The County shall note this payoff on the separation form and the payoff will appear on the employee's last paycheck.

Oakland County Sheriff's Office

Deputy Fitness Performance Test

The Oakland County Sheriff's Office Deputy Fitness Performance Test consists of the below five events. Participants must successfully complete all five events to successfully complete the Fitness Performance Test.

Push Ups (20)

The Push-Up is an event that measures upper body strength. You will be required to do at least 20 to pass successfully. You begin with your hands shoulder-width apart and feet no more than six inches apart. To complete this event you will:

- Start in the "up" position with elbows locked.
- Move downward keeping your legs, hips, and torso in the same plane.
- Strike the indicator with your breastbone.
- Return to the "up" position keeping your legs, hips, and torso in the same plane.

Sit- Ups (30)

The Sit-Up event measures core body strength. You will be required to complete 30 Sit-Ups to pass this event. You will begin by lying on your back on a gym mat. Your knees will be bent 90 degrees, with feet flat on the floor. Your hands will be behind your head, and another participant will hold your feet to the floor. To complete this event you will:

- Raise your shoulders from the mat, keeping your hands behind your head.
- Touch your elbows to your knees.
- Return to the mat, and repeat.

Plank (1 Minute)

This event will measure core body strength. You will be required to get into and maintain the *Plank* position for one minute.

- Begin by lying face down on a mat, resting on forearms with palms flat on the floor.
- Push off the floor, raising up onto toes and resting on elbows.
- Keep your back flat, in a straight line from head to heels, maintaining this position for one minute.

100 Yard Sprint (35 seconds or less)

This event will measure cardio-respiratory capacity and lower body strength. You will be given up to 35 seconds to sprint 100 yards.

One Mile Run (12 minutes or less)

The one-mile run is an event that measures cardio-respiratory capacity and includes elements of cardiovascular endurance, aerobic power, and agility. You will be given up to twelve minutes to complete the run.

ARTICLE XLIII

FRINGE BENEFITS

A. In addition to the provisions of this Agreement which are controlling to the extent of any conflict with the provisions of the Oakland County Employees' Handbook and/or the Oakland County Employees' Retirement System Restated Resolution, for the following fringe benefits, refer to the Oakland County Employees' Handbook:

1. Injury on the job – see Merit Rule 17 (See Appendix A).
2. Leave of Absence/Family Leave.

All provisions of Merit Rule 21 (Family Leave) will be implemented for members of the Oakland County Deputy Sheriff's Association except the requirement to exhaust all leave banks prior to the use of leave without pay. Members of the Oakland County Deputy Sheriff's Association will be provided the option to elect to use leave without pay or applicable leave banks during the first 30 days of an approved Family Leave. However, once the leave has commenced, an employee will not be able to change their decision regarding the use of leave without pay or applicable leave banks during this 30 day period. Should the Family Leave extend beyond 30 days, the requirement to exhaust leave banks will be in effect.

3. Longevity: Merit Rule No. 2 "Service Increment Pay", "shall not apply to any employee hired after March 15, 1984. However, the county agrees to explore equity adjustments (Longevity) for those employees who "max out in their classification". Should the general non-represented employees receive such benefit the OCDSA represented employees will receive the same.
4. Medical Coverage

Effective January 1, 1997, employees retiring from County employment with 25 years of service within the Sheriff's Office shall be eligible for County paid medical and master medical health coverage at the time of retirement regardless of age.

- Employees hired on or after May 27, 1995, through January 1, 2010 shall only be eligible to receive Retirement Health Care Benefits as set forth in the Miscellaneous Resolution #94292.

- Employees hired on or after January 1, 2010, in the former BU9 bargaining unit shall only be eligible to participate in the Retirement Health Savings Plan as described in Miscellaneous Resolution #05258.

Employees hired on or after January 1, 1989, who subsequently retire from County service shall not be eligible for County reimbursement of Medicare part B payments.

Eligibility for County-provided medical coverage while on LTD shall be as follows: An employee on LTD will be eligible for County-provided medical coverage for up to six months from the date of LTD eligibility, provided they have applied for and was turned down for Social Security Disability and Medicare and have no other medical coverage available and providing the employee has not allowed their medical coverage to lapse.

5. Sick leave.
6. Retirement.
7. Annual Leave – see Merit Rule 23.
8. Disability Coverage.
9. Tuition Reimbursement

Effective September 20, 2014, tuition reimbursement shall be increased to \$1600 per session/semester with a maximum annual reimbursement of \$4,200 per fiscal year.

B. The fringe benefits modified in previous collective bargaining agreements shall continue in effect as modified and described above and in Appendix B, set forth hereafter.

ARTICLE XLIV

HEALTH BENEFITS

All Health Care Benefits set forth herein are subject to the employee contributions where applicable and to the terms and conditions of the plan. The Employer has the right to select and change any and all insurance plans/policies, insurance carriers, insurance benefits, plan providers or third-party administrators and/or become self-insured provided the benefits stated herein remain substantially the same. All insurance benefits set forth herein apply to active employees and their dependents only.

FY 2022 – Internal Control Changes

FY 2023 – Increase bi-weekly employee contributions \$10

FY 2024 – No changes

FY 2025 – Increase prescription co-pays from \$5/\$20/\$40 to \$10/\$30/\$50

FY 2026 – Increase bi-weekly employee contributions \$10

➤ A. Effective January 1st 2023, the employees in this bargaining unit shall make the following healthcare contributions (contributions are bi-weekly, pre-tax).

	Single	2 person	Family
PPO1	\$42	\$75	\$85
PPO2	\$52	\$80	\$95
PPO3	\$26	\$45	\$55
HMO	\$42	\$75	\$85
Traditional BC/BS*	\$62	\$99	\$104

*Employees hired on or after January 1, 2000, or any employee who was eligible and subsequently elected a different plan is not eligible for the traditional health plan.

**HAP Employees hired on or after February 9, 2012, or any employees who were eligible and subsequently elected a different plan are not eligible to enroll in the Health Alliance Plan (HAP).

Effective January 1, 2026, the employees in this bargaining unit shall make the following health contributions (contributions are bi-weekly, pre-tax).

	Single	2 person	Family
PPO1	\$52	\$85	\$95
PPO2	\$62	\$90	\$105
PPO3	\$36	\$55	\$65
HMO	\$52	\$85	\$95
Traditional BC/BS*	\$72	\$109	\$114

B. Effective January 1, 2022, through December 31, 2024, prescription co-pays for all employees shall be:

\$5 – Tier 1
\$20 – Tier 2
\$40 – Tier 3

C. Effective January 1, 2025, prescription co-pays for all employees shall be:

\$10 – Tier 1
\$30 – Tier 2
\$50 – Tier 3

B. Effective January 1, 2014 (or as soon as administratively practical) employees in this bargaining unit with coverage shall be covered under one of the Medical Care plans as described in Appendix D.

C. Employees in this bargaining unit shall make Medical Care contributions (contributions are bi-weekly and pre-tax) in accordance with the Medical Care plan they select.

D. Effective January 1, 2013, a \$100 co-pay will be established for emergency room visits. For coverage with Blue Cross and Blue Shield the deductible will be waived if admitted or accidental injury. If coverage is with Health Alliance Plan, the emergency room co-pay will be waived if admitted. (Services at authorized urgent care facilities as indicated by Blue Cross and Blue Shield and Health Alliance Plan are not subject to the emergency room co-pay.)

E. Effective January 1, 2010, Master Medical Deductibles and office co-pays for all employees shall be:

\$200 Single/\$400 Family (PPO, Traditional)
\$20 Office Co-pay (PPO, HAP)
\$25 Emergency Room Co-pay (HAP)

CMM plan's coverage of office visits, emergency room visits remain the same.

F. Effective September 11, 2009, employees shall not receive any incentive payments or rebates for selecting CMM, PPO or POS healthcare plans.

G. DENTAL COVERAGE

The Employer shall provide a Standard Dental Plan for employees and their dependents. Benefits under the plan shall be 100% for Class I Benefits (Preventative), 85% for Class II (Basic), 50% for Class III (Major) and 50% for Class IV (Orthodontia) subject to a \$25 annual deductible for single coverage and \$50 annual deductible for two person or family coverage for Class II and Class III services. The maximum per individual per calendar year is \$1,000. The maximum for orthodontia per individual is \$1,000.

Employees have the option of selecting a High Option Plan during open enrollment. Employees selecting the High Option Dental Plan rather than the Standard Dental Plan shall pay, through payroll deduction, the amount established annually by the Employer. The maximum per individual per calendar year shall be \$1500.

Employees have the option of selecting a modified plan during open enrollment or selecting no dental coverage. Employees selecting the modified plan or no coverage rather than the Standard Dental Plan shall have employee earnings added to their paycheck as a result of selecting a reduced benefit.

H. VISION COVERAGE

The Employer shall provide a Standard Vision Plan for employees and their dependents. Benefits under the plan shall provide for a vision examination with a \$5 co-pay and a \$7.50 co-pay on lenses and frames every 24 months from the date of the last examination or prescription for lenses and frames.

Employees have the option of selecting a High Option Vision Plan during open enrollment. Employees selecting the High Option Vision Plan rather than the Standard Vision Plan shall pay, through payroll deduction, the amount established annually by the Employer.

Any employee who has their glasses damaged while on duty performing job related functions shall have the cost of the replacement glasses paid by the County to a maximum of \$250 (after utilization of any vision insurance).

I. LIFE COVERAGE

The Employer shall provide a standard Life Plan for employees. The benefit under the plan shall provide one and one-half times the employee's annual salary. Employees have the option of selecting a Higher Life Plan during open enrollment.

Employee selecting the Higher Option Plan rather than the Standard Life Plan shall pay, through payroll deduction, the amount established annually by the Employer.

Employees have the option of selecting a Lower Life Plan during open enrollment. Employees selecting the Lower Life Plan rather than the Standard Life Plan shall have employee earnings added to their paychecks as a result of selecting a reduced benefit.

J. ACCIDENTIAL DEATH AND DISMEMBERMENT COVERAGE

The Employer shall provide a Standard AD & D Plan for employees. The benefits under the plan shall provide one times the employees annual salary.

Employees have the option of selecting Higher AD & D Plans during open enrollment. Employees selecting Higher Option Plans rather than the Standard AD &D insurance plan shall pay, through payroll deduction, the amount established annually by the Employer.

ARTICLE XLV

LINE OF DUTY DISABILITY

If the injured Deputy is deemed to be permanently disabled by an injury sustained while in the performance of their duties, then the Deputy will have the option to have the County continue to pay medical benefits until the injured Deputy would have reached their 25th year of service or becomes eligible for Medicare

whichever is sooner; or cash out their retirement savings account. If the Deputy chooses to have the County paid medical benefits, then that Deputy shall forfeit all monies in their retirement medical savings account back to the County for this benefit. The medical benefits contemplated by this section apply exclusively to work-related injuries that result in Total and Permanent Disability from any form of employment including but not limited to those identified by MCL 418.361 (3)(a-f) only. The effect and/or availability of any internal joint replacement surgery, internal implant, prosthesis, or other similar medical procedure shall be considered in determining whether a specific loss has occurred resulting in Total and Permanent Disability from any form of employment.

ARTICLE XLVI

BEREAVEMENT LEAVE

In the event of the death of a unit member's spouse and/or partner, parent and/or guardian, or child, the employee shall be granted a paid leave of five (5) consecutively scheduled work days not including scheduled leave days. Death Leave for other relatives will be referenced in the Oakland County Merit System Rules. The employee may be granted up to three consecutively scheduled work days, not including scheduled leave days at the discretion of the employee's Division Head, in consideration of the relationship of the employee to the deceased and the geographic location of the funeral. Covered relations may be natural, adoptive, step or foster care in nature. Covered leave shall be paid at the employee's regular hourly rate. Absent extenuating circumstances, an employee must notify the Sheriff or designee of eligibility for said leave by written application on forms provided by the Human Resources Department prior to use of the leave. Such time off shall not be debited from an employee's established leave banks.

Should the death of a member of a unit employee's immediate family or household occur while the employee is on a scheduled vacation, they shall be eligible for the paid leave provided herein, provided they notify the Sheriff /designee prior to the date of the funeral and attends the funeral.

ARTICLE XLVII

JURY DUTY

Employees required to serve on jury duty will be paid as if they were at work and will be considered to be assigned to the day shift until the termination of jury duty. Jury service constitutes a regular full day's work unless the employee is released by the Court before its afternoon session. In such

event, the employee shall consult with their Sergeant/Lieutenant as to whether they should return to work. Compensation is to be for no more than 40 hours per work week.

Employees on jury duty leave will continue to receive all fringe benefits they normally receive while they are on jury duty.

Employees must turn in a copy of their jury duty notification and are required to turn in all jury duty fees excluding mileage to the Sheriff's Office.

ARTICLE XLVIII

OAKLAND COUNTY PARENTAL LEAVE POLICY

I. PURPOSE

This policy provides for six (6) weeks of paid Parental Leave after the birth, or adoption, of a new child to provide parental bonding time for Oakland County employees.

II. ELIGIBILITY

- A. Full-time eligible employees who have completed six (6) months of County service. This includes full time appointed and non-merit employees and employees serving a one-year probationary period.
- B. Eligible parent is defined as mother or father with parental rights to the child.

III. PAY AND BENEFITS DURING PARENTAL LEAVE

- A. Parental Leave is paid at 100% of an employee's current straight time rate of pay for six consecutive weeks (40 hours per week, maximum hours to be paid 240 hours).
- B. Benefits continue during Parental Leave.
- C. All benefit contributions will be deducted from an employee's bi-weekly payroll check.
- D. Employees will continue to accrue leave time while on Parental Leave.
- E. Parental Leave does not impact an employee's benefit date.

IV. USING PARENTAL LEAVE

- A. Parental Leave may not be used for the five day waiting period before short-term disability begins.
- B. Parental Leave must be used for six (6) consecutive weeks. Unused Parental Leave will be forfeited if the employee chooses to return to work before the end of the six

(6) week Parental Leave period.

- C. Intermittent Parental Leave is not permitted.
- D. Parental Leave for the mother will begin immediately after the termination of short-term disability; termination of short-term disability will be verified.
- E. Parental Leave for the father or spouse will begin the day after the birth event.
- F. Parental Leave will begin the day of the adoption or placement for adoption for mother, father, or spouse.
- G. Parental Leave will be granted per birth or adoption event; multiple births or adoptions in one event does not increase the amount of Parental Leave time granted.

V. APPLICATION FOR PARENTAL LEAVE

- A. A Parental Leave form should be completed and submitted to the Human Resources Department- Records Unit at least 30 days before Parental Leave is to be used.
- B. Employees must submit sufficient documentation of birth, or placement for adoption to the Human Resources Department/Records Unit in order to complete the Parental Leave approval process. See Parental Leave request form for specific documentation.
- C. The Human Resources Department Records Unit is responsible for reviewing and approving all requests and notifying the department and employee of the approval of Parental Leave.
- D. Submitting false information or falsified documents in support of or in connection with Parental Leave is subject to appropriate disciplinary action.

VI. PARENTAL LEAVE, FAMILY MEDICAL LEAVE ACT, AND HOLIDAYS

- A. Approved Family Medical Leave Act (FMLA) will run concurrently with Parental Leave.
- B. If the employee is not eligible for FMLA leave or FMLA benefits are exhausted, the employee may still be eligible for Parental Leave time.
- C. The Human Resources Department/Records Unit will track FMLA and Parental Leave usage and inform departments of appropriate coding for payroll purposes.
- D. County recognized Holidays that occur while an employee is on Parental Leave will be coded as "Parental Leave".

VII. OTHER PROVISIONS OF THE PARENTAL LEAVE POLICY

- A. Exceptions to the Parental Leave policy may be sought in extreme cases by submitting a written request to the Human Resources Department.

B. The Human Resources Department will provide an annual Parental Leave update to the Human Resources Committee of the Board of Commissioners.

ARTICLE XLIX

DURATION

This Agreement shall remain in full force and effect until September 30, 2026. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 60 days prior to the anniversary date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than 60 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than 10 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Oakland. Each and every provision of this Agreement or any other Agreement between the parties shall be in accordance with the law.

In the event that any such provision becomes invalid by operation of law, the remaining provisions shall nevertheless remain in full force and effect.

OAKLAND COUNTY DEPUTY SHERIFF'S ASSOCIATION

<u>Stacy</u>	President	<u>11/1/2022</u>
<u>Det. Bill</u>	VP Corrections	<u>10/31/22</u>
<u>Metro Gal</u>	VP Road	<u>11/1/22</u>
<u>Det. C</u>	CHIEF STEWARD	<u>11/4/22</u>

OAKLAND COUNTY SHERIFF

Michael Bouchard
Michael Bouchard

11.23.22
Date

OAKLAND COUNTY EXECUTIVE

David Coulter
David Coulter

11-30-22
Date

OAKLAND COUNTY BOARD OF COMMISSIONERS

David T. Woodward
David T. Woodward, Chairperson

11/17/22
Date

APPENDIX A

Attached hereto is Merit Rule #17 (Work Connected Injury of Illness), Letters of Agreement regarding the Sergeants' Promotional Exam; Canine Program; Memorandum of Understanding (regarding check off cancellation); Use of Reserves; and Drug Testing Policy, Bill of Rights and State of Emergency.

Work Connected Injury/Illness

WORK CONNECTED INJURY OR ILLNESS

17.1 REPORTING

17.1.1 County employees shall report all injuries or illnesses, arising directly from their County employment to their department head immediately.

17.1.2 Department heads shall report all such injuries or illness to the Risk Management Department immediately on "Report of Injury on the Job" forms.

17.2 TREATMENT

17.2.1 The ordering of an employee involved in an on-the-job injury to receive immediate professional medical attention shall be considered a legitimate authority of the County department head and refusal on any grounds other than religious shall be deemed insubordination.

17.2.1.1 Except in dire emergencies, this medical treatment should not be given by County medical personnel.

17.2.1.2 The person or institution rendering the medical treatment should be told that it is a possible Worker's Compensation case.

17.3 PAYMENT OF MEDICAL BILLS

17.3.1 If the injury or illness is deemed compensable by the County's Worker's Compensation Servicing Agent, the servicing agent will pay reasonable and necessary medical charges for care and treatment of a work related injury or injuries.

17.3.1.1 All medical bills resulting from the case should be sent to the Risk Management Department.

17.4 PAYMENT FOR TIME OFF

17.4.1 If the injury or illness is deemed compensable, the Michigan Worker's Disability Compensation Act provides that the Employer, the County, shall pay part of the employee's salary if he or she is off work more than one week because of the illness or injury.

17.4.1.1 Oakland County is a licensed self-insured employer and as such pays any benefits to its employees as prescribed by the Michigan Workers' Disability Compensation Act either directly or through its Worker's Compensation Servicing Agent.

17.4.1.2 This amount will usually be less than the employee's normal County salary.

17.4.1.3 This payment is a substitute for a portion of the normal County salary and is not in addition to it.

17.4.1.4 If the employee is off work because of the compensable injury or illness for less than two weeks, the Act provides that he or she will not be paid from the servicing agent for the first week. Compensation shall begin on the eighth calendar day after injury.

17.4.1.5 If the employee is off work two weeks or more he or she shall be paid from the date of injury.

17.4.2 If the injury or illness is deemed compensable, the employee shall be paid directly by the County in the following manner:

17.4.2.1 An eligible employee off work due to an injury or illness, deemed compensable by the Michigan Workers' Disability Compensation Bureau, shall be paid, by the County, the difference between 100% of their regular normal salary, at the time injured, and the payment made under the provisions of the Workers' Disability Compensation Act for periods (covering original injury or illness or reoccurrence of original injury or illness) not to exceed five working days. The County supplement for compensable time off in excess of five working days shall be reduced to the difference between 80% of the employee's regular normal County salary, at the time injured, and the payment made under the provisions of the Workers' Disability Compensation Act for as long as the Worker's Compensation payments are received but not to exceed 52 weeks including both the portion supplemented at 100% and the portion supplemented at 80% as noted above.

17.4.2.1.1 No deductions shall be made from the employee's Personal Leave, Annual Leave or Sick Leave Reserve to cover this payment from the County.

17.4.2.2 An eligible employee still unable to return to work within the time limit described in Section

17.4.2.1 above, who continues to receive Worker's Compensation payments, shall be paid by the County, the difference between his or her regular salary at the time injured and the payment made under the provisions of the Compensation Act, and the prorated amount of time involved shall be deducted first from the employee's Personal Leave and Sick Leave Reserve accumulations and if they are exhausted, from the Annual Leave accumulation.

17.4.2.2.1 An eligible employee off work due to an injury or illness deemed compensable by the Workers' Disability Compensation Bureau shall continue to accumulate Annual Leave at the normal rate and shall have the time credited toward the earning of Personal Leave for as long as he or she receives payment from the County under items 17.4.2.1 and 17.4.2.2 above.

17.4.2.2.2 Any amounts payable to an employee under Sections

17.4.2.1 and 17.4.2.2 above, shall be reduced by an amount equal to any benefits received under the provisions of the Oakland County Employees' Retirement System because of such injury or illness. In no case shall the total benefits paid by the combination of Worker's Compensation payments, payment from Oakland County Employees' Retirement System benefits and payment from the County, total more than the employee's normal salary at the time of injury or illness.

17.4.3 Because there may be a delay while the servicing agent is determining if the injury is compensable, the employee shall receive full salary payment from the County until the first Worker's Compensation check is sent. If the injury is later determined noncompensable this time will be deducted from the employee's Personal Leave and Sick Leave Reserve accumulations and if they are exhausted, from the Annual Leave accumulation. When notification is received by the County that the eligible employee received a payment from the servicing agent, this amount will be deducted from their next County paycheck, even though the time covered by the servicing agent check is different from the time covered by the County paycheck. This is continued until any overpayment is made up and may result in the employee receiving only partial pay from the County for a time after he or she returns to work following a compensable injury.

17.4.4 Non-eligible County employee's (see Rule 22 - Eligibility for Employee Benefits) shall not receive supplemental Worker's Compensation pay (an employee benefit) as described in Section 17.4.2 of this rule.

AGREEMENT

The County of Oakland ("County") and the Oakland County Deputy Sheriff's Association ("Association"), hereby enter into this agreement on April ___, 1985. The County and the Association acknowledge and agree as follows:

1. The County and the Association have been and presently are involved in a dispute over the weighting to be accorded to the oral portion and written portion of the tests which comprise the sergeant's promotional examination and over the sequence in which the tests shall be given.
2. The County and the Association hereby agree to resolve their dispute as follows:

- A. The weighting of the oral and written tests which comprise the sergeant's promotional examination shall be 55 percent oral and 45 percent written, including the sergeant's examination which was announced (posted) on February 11, 1985.
- B. The sequence of the tests which comprise the sergeant's promotional examination shall be oral examination first, and written examination second, for all examinations announced (posted) after May 1, 1985.

1-6-11

LETTER OF UNDERSTANDING CONCERNING
CANINE PROGRAM

The County of Oakland ("County") and the Oakland County Sheriff's Department ("Department") have established a Canine Program and, after negotiations with the Oakland County Deputy Sheriff's Association ("Union"), have agreed upon the work hours, reimbursement, and other conditions for the Canine Program.

Canine Program And Policy:

Canine duty is voluntary and participation in the Canine Program is considered to be a privilege. Deputies seeking assignment to the Canine Program should have a love of animals and be dedicated to the care, training and well-being of the canine assigned to them. The home environment for the canine should be one where the canine will be treated well by family members who want the canine to be part of the home environment. The County reserves the right to inspect any non-residential structure used exclusively for canine housing to ensure proper care and maintenance.

Participation in the Oakland County Sheriff's Department Canine Program must be carefully considered by the individual seeking the assignment. It requires commitment by the employee and an investment by the County and the Department in terms of cost and training time. In addition, once a canine is bonded to a Deputy, changes are difficult to make and costly in terms of training time and reacclimation for the canine. Once voluntarily applied for and assigned to the Canine Unit, employees cannot be reassigned without the express permission of the Sheriff. Except as provided herein, the County and/or the Department may change the Program from time-to-time as they believe necessary. Assignment to the Canine Unit will be excluded from the provisions of the Collective Bargaining Agreement with reference to shift/location preference. However, seniority within the Canine Unit will apply the same as the Collective Bargaining Agreement for shift/location preference within the Canine Unit.

Canine Unit Assignment:

Assignment to and removal from the Canine Unit is at the sole discretion of the Sheriff. The Sheriff shall select among C.O.L.E.S. certified Deputy II's for this assignment. Deputies who accept assignment into the Canine Program will, in addition to departmental duties and training, maintain their canine at their home during non-duty hours and will transport the canine to and from work as required in a marked patrol unit provided by the Department. They will also care for the canine including feeding, grooming, veterinary care and all related matters for the nourishment, care and well-being of the canine.

Work Hours For Deputies Participating In The Canine Program:

The County, the Department, and the Union have met and have negotiated concerning canine duty and the amount of off-duty time required per week for the care, feeding, maintenance and veterinary care of the canine. After reviewing the pertinent facts, the County, the Department, and the Union acknowledge that in some weeks, more or less time will be required for canine care than other weeks and that, due to the varying time requirements of canine care and the fact that the Deputy will care and maintain the canine at his/her home (which is considered to be a privilege and a benefit for the Deputy and his family), first two and one-half (2½) hours per week is a fair and reasonable allotment of the required time and for compensation for the feeding, care, veterinary care and other related maintenance. For the canine, Deputies shall not receive additional compensation, daily overtime, or weekly overtime for the feeding, care, veterinary care, or maintenance of the canine. The Union hereby waives any daily overtime provision in the Labor Contract and/or the Merit System Rules in regard to the feeding, care, veterinary care, and maintenance of the canine.

Accordingly, the normal work week for Deputies assigned to canine duty shall be 37½ hours of Departmental work per week and 2½ hours per week designated for the feeding, care, veterinary care and other maintenance of the canine during off-duty hours. The Deputy's daily and weekly overtime payments shall be based on a 7½ hour Departmental work day and 37½ hour Departmental work week. Overtime shall be paid only for Departmental work (separate and apart from the transportation, feeding, care, veterinary care and other maintenance related to the canine). During vacation weeks or at other times when the canine is boarded, the Deputy's wages shall not be reduced below 40 hours per week because the canine is being boarded at kennel during that time.

The parties hereto acknowledge that since the Deputy will perform this off-duty work at home, the Department has no means of determining how much time is spent caring for the canine. The Deputy shall limit the off-duty time he/she expends for the canine to two and one-half (2½) hours per week. The Deputy shall not expend additional time without the written permission of the Sheriff.

Cost Of Boarding, Food, Equipment And Other Related Canine Care:

The cost of food, veterinary care, grooming, boarding where necessary, equipment, and other related items for the canine, shall be paid by the County. Food, veterinary care, grooming, equipment and other necessities for the canine shall be obtained from vendors designated by the County. In the event the Deputy expends his/her funds for the canine, the Deputy shall be reimbursed upon presentation of documentation satisfactory to the County.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on this _____ day of _____ 2015 between the Oakland County Deputy Sheriff Association (Corrections Unit) and the County of Oakland and the Oakland County Sheriff's Office. This MOU is based on the following facts.

- A. Michigan enacted a Right to Work Act effective in March 2013. There has been considerable litigation concerning the effect and meaning of this Act.
- B. One of the issues being litigated regarding this Act is whether there can be any restrictions on an employee's ability to cancel his union dues deduction and whether an employee can be limited to canceling his/her union dues deduction during a specific period(s).
- C. Article III C of the Labor Contract between the parties, provides that the employees in this bargaining unit can only cancel their union dues deduction between December 15 and December 31 of any calendar year.

Now therefore the parties agree as follows:

1. If the Michigan Employment Relations Commission, Michigan Court of Appeals, Michigan Supreme Court or a Federal Court in Michigan issues a final unappealed decision concerning when an employee can cancel his/her union dues deduction then Article III C shall be amended accordingly.
2. The parties shall meet to negotiate these changes to Article III C.

Oakland County Deputy Sheriff Association

Oakland County

Oakland County Sheriff's Office

Letter of Understanding

Page 2.

8. The only Reserve patrol vehicle authorized for use by Reserves are One Vehicle - Brandon Township, one Vehicle - Orion Township. Any additional vehicles must be agreed upon by both parties to this agreement.
9. Reserve members of the Oakland County Sheriff's Department shall be afforded all protection and defenses by the County and Department in connection with the Reservist as they would in their dealings with the County in the ordinary course of employment.
10. Reserves shall sign a "Waiver of Liability" against any sworn member of the Sheriff's Department prior to participating in the program.
11. If one or more Regular Deputies of the Oakland County Sheriff's Department are on a laid-off status or are denied due to the loss of Road positions, no Reserve Deputies may be utilized for any purpose, without mutual agreement of the parties.

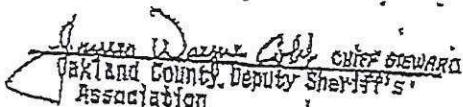
Signed by:

County of Oakland

Date:


John F. Nichols, Sheriff

Date: 3/19/85


Marvin Warner, Chief Clerk
Oakland County Deputy Sheriff's
Association

Date: 3/19/85

JFH/JHG/ba/03/14/85

DRUG TESTING POLICY

This Drug Testing Policy is established to promote and maintain a safe working environment for all employees and the public. This Policy is also being implemented to reduce accidents and casualties, promote efficiency and morale, and to ensure that employees do not use controlled substances that are illegal or that otherwise impair an employee's ability to perform their job, which will, *inter alia*, undermine confidence in law enforcement.

For purposes of the Policy, a "controlled substance" means any drug, substance, or immediate precursor included in Schedules I to V of the Michigan or Federal Controlled Substances Act. "Controlled substance" also means a "controlled substance analog" as defined by the Michigan or Federal Controlled Substances Act.

Examples of controlled substances include marijuana, cocaine, amphetamines, phencyclidine (PCP), opiates, anabolic steroids, and any other substance that is illegal to possess or use without a valid prescription under federal or Michigan law.

I. Drug Use Prohibitions

No Employee shall:

- A. Possess, be under the influence of, or use any controlled substance while on duty, in a County vehicle, or on County premises, unless the employee has a proper prescription and the controlled substance does not affect the employee's ability to perform his or her job duties.
- B. Misuse a prescribed controlled substance by taking the controlled substance in a manner or dose other than prescribed.
- C. Use or possess (except for a validly prescribed medication for the employee in a manner consistent with that prescription), sell, offer to sell or buy, or distribute a controlled substance on duty or off duty.
- D. Be permitted to remain on duty when the employee's ability to work is impaired by a controlled substance, even if validly prescribed, or if the employee tests positive for a controlled substance prescribed for the employee by a physician and used by the employee as prescribed, but the employee will not be disciplined for a violation of this rule.
- E. Refuse to sign a consent or release form authorizing the collection of a specimen for analysis and the release of the results to the County.
- F. Refuse to cooperate with the collection site personnel, County personnel, or in any way to refuse to provide a specimen when required.
- G. Violate any of the Sheriff's Office Rules and Regulations regarding controlled substances (drugs).

II. Reasons for Drug Testing:

- A. This Drug Testing Policy includes testing in the following situations:

1. Pre-promotional: Testing an employee who is selected for promotion.

2. Transfer: Testing an employee who is transferred to a job of a sensitive nature (e.g., Narcotic Enforcement Unit and other jobs designated by the Review Committee).
3. Return to Work: Testing an employee who has been off work for over four months.
4. Random: Random testing of all employees in the bargaining unit as determined by computer lottery selection or other such method.
5. Based Upon Reasonable Suspicion: Testing when the Employer has reasonable suspicion to believe that an employee is under the influence of, using, selling, dispensing or has possession of a controlled substance.
6. Follow up: Testing as part of counseling or rehabilitation.
7. The drug tests set forth in numbers 1, 2, 3, 4, and 5 will be scheduled while the employee is at work.

B. Orders for testing will come from the Sheriff or the Sheriff's designee.

C. An employee who refuses to submit to a drug test in accordance with this Policy shall be permanently removed from County service except for good cause that is based on reasonable objective criteria.

III. Procedures for Obtaining the Sample Specimen:

Procedures shall provide for individual privacy, while safeguarding the program against submissions of altered or substitute specimens.

A. Completion of Testing form:

1. The employee may be asked by the collection facility to furnish information in writing to ensure the integrity of the specimen collected, including information verifying the identity of the employee and, if possible, identifying any prescription or nonprescription medication recently ingested by the employee.
2. A copy or photocopy of the Laboratory Testing Form shall be given to the employee upon completion of the specimen collection procedure.

B. Collection of the Sample/Specimen:

1. Clean and previously unused collection and storage containers of the type utilized by medical facilities for bodily fluids will be supplied by the testing laboratory for urine collection. The employee may reject any container he or she reasonably believes has been contaminated.
2. Privacy Area: Urine collection shall be conducted at the collection facility in a manner which provides a high degree of security for the specimen and freedom from adulteration. The employee shall be witnessed while providing a specimen. The employee may be instructed to wash and dry his or her

hands prior to submitting the required specimen. The volume of the specimen must be at least 30 milliliters for the screening test and confirmation test. The employee may be given a reasonable amount of liquid (e.g., a glass of water) to assist in producing an adequate specimen. Site personnel shall determine if the specimen contains at least 30 milliliters of urine.

3. A second test may be requested only if the first specimen is suspect because of adulteration or not a genuine sample. The employee will not be unreasonably delayed.

IV. Laboratory Testing Procedure Regarding Specimens:

1. Laboratories must comply with applicable provisions of any Federal and State licensing requirements. Accredited laboratories must have the facilities and capability of performing screening and confirmation tests for each drug or metabolite for which service is offered and requested. The Union will be given proof of accreditation.

2. The testing laboratory shall maintain a chain of custody record of any individual handling or testing an employee's specimen.

3. Lab Test:

- a) The initial screening test will be a "10 panel" test of the RIA or EMIT type. If a positive result is obtained, a confirmation test will then be conducted.
- b) A confirmation or follow-up test for controlled substances will be of the Gas Chromatography/Mass Spectrometry method and shall be conducted by the same laboratory which performed the initial screening. The laboratory shall be required to specify the metabolites tested for, the cut-off levels and the testing procedure used in each drug classification.
- c) In determining whether a test result is positive, the laboratory shall use the following cut-off levels:

Initial test analyte	Initial test cutoff	Confirmatory test analyte	Confirmatory test cutoff
Marijuana metabolites	50 ng/ml	TCHA	15 ng/ml
Cocaine metabolites	150 ng/ml	Benzoylecgonine	100 ng/ml
Opiate metabolites	2,000 ng/ml		2,000 ng/ml
Codeine/Morphine	2000 ng/ml	Codeine	2000ng/ml
		Morphine	2000 ng/ml
6-Acetylmorphine	10 mg/ml	6-Acetylmorphine	10 mg/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamines	500 ng/ml		250 ng/ml

AMP/MAMP	500 ng/ml	Amphetamine	250 ng/ml
		Methamphetamine"	250 ng/ml
MDMA	500 ng/ml	MDMA	250 ng/ml
		MDA	250 ng/ml
		MDEA	250 ng/ml

The Union will be notified of any proposed changes in cut-off levels and the parties will meet and confer in accordance with the provisions of Section VII (Review Committee).

The County may, if reasonable under the circumstances and with notice to the Union after any such test, test samples for other controlled substances not listed above or included in the standard 10 panel test (e.g., anabolic steroids). In any such case, the cut off level for a positive test shall be the generally accepted level for a positive test for such substance, if any. The Union will be given notice of the controlled substance to be tested and, upon request, will be given an opportunity to meet and confer with the County and the Sheriff's Office regarding the test cutoff levels.

4. After completion of all testing:

- a) A written report from the laboratory, which is signed and dated, must be submitted to the collection site within 10 days of the test. Upon request, the report shall be made available to the employee after its receipt by the Employer.
- b) Negative specimens will be discarded. The chain of custody record, and all other reports pertaining to the test will be kept by the testing laboratory for one (1) year.
- c) If the test is positive, the employee may request, and shall be furnished, the information available regarding:
 - 1. The type of tests conducted;
 - 2. The results of the test; and
 - 3. The cut-off level and the methodology employed.

The employee may either request that the remainder of the specimen be retested by the testing laboratory or that the remainder of the sample be sent to another accredited independent testing facility (following the same chain of custody and cut-off levels outlines in this policy) for retesting. If the subsequent test is positive, the cost shall be borne by the requesting employee. If, however, the subsequent test is negative, the County shall bear the cost of the second, independent test. If the subsequent test is positive, the remaining preserved specimen will be frozen and properly secured in a long-term locked storage area for a period of two (2) years. If the subsequent test is negative the specimen will be discarded, except if the specimen is retained to test/examine it for

adulteration, tampering or related issues. The chain of custody record, and all other reports pertaining to the subsequent test, will be kept by the testing laboratory for two (2) years. The chain of custody records will upon request be provided to employees testing positive.

V. Choice of Collection Facility and Testing Laboratory:

In the event the Employer wishes to change the current collection facility or testing laboratory, the procedures utilized by any subsequent collection facility or testing laboratory shall be as specified elsewhere in this agreement. Any such facility or laboratory shall be licensed by the State or Federal Government. The Union will be informed and shall be given the opportunity to inspect any new facility or laboratory.

VI. Effect of Valid Prescription for Controlled Substance That Can Impair Performance

The County may require employees found to be using or testing positive for any controlled substance pursuant to a valid prescription that can impair performance such as, but not limited to, opiate analgesics, muscle relaxants, sleep aids, or anabolic steroids to submit to an independent medical review or fitness-for-duty evaluation by the relevant medical specialist(s) (e.g., internist, cardiologist, endocrinologist, psychiatrist, or a combination thereof) to ascertain whether the employee is using such substance as prescribed and/or whether the employee's use of such substance is impairing performance.

VII. Review Committee:

A Review Committee including the President of Union or designee, a designated representative of the Human Resources Department, and the Sheriff's Office shall be formed. This Committee shall meet periodically to review only issues that may arise under this Policy and to make recommendations to the Union, the County, and the Sheriff's Office.

VIII. Consequences of Testing Positive and/or Violating the Sheriff's Office Drug Testing Policy:

Employees testing positive for a controlled substance shall be placed on leave with pay (if not already on such leave) pending further investigation and completion of the drug testing procedures, and they will hand in their weapons.

Disciplinary action will be initiated against any employee found to be in violation of this Policy.

IX. Confidentiality:

All records pertaining to the initiation and administration of tests under this Policy shall be held strictly confidential by the Human Resources Department and the Sheriff's Office. Only those County employees who have a need to know shall have access to any records or reports. All others must have the written

permission of the employee. The Sheriff's Office and Human Resources shall maintain a copy of the employee's permission slip. Copies shall be made available to the employee.

X. Grievance procedure:

Any disputes concerning the interpretation or application of this Policy shall be subject to the grievance procedure except that the Arbitrator shall be without jurisdiction to modify the penalty. Grievances shall be initiated at step three of the grievance procedure.

EMPLOYEE BILL OF RIGHTS

The Employee Bill of Rights is to ensure fair and equal treatment and the establishment of basic rights, for employees involved in or the subject of an investigation.

Section 1: Polygraph Examination

No employee shall be required to submit to a polygraph examination; and no disciplinary action shall be taken against any employee for refusal.

Section 2. Personnel File Access

All employees shall be permitted to examine their official County Personnel File and/or Sheriff's Office Internal Employee File upon written request and by appointment, during the normal business hours, Monday through Friday. The employee's files shall not be made available to any person or organization, other than the employer, without the employee's express written authorization, unless pursuant to a court order.

Section 3. Internal/Line Investigation

An internal/line investigation is when an employee is interviewed by a superior officer, for reasons that could lead to disciplinary action, up to and including termination; thus, the following shall be followed by the employer or employer's representative.

- a. Prior to the interview, the employee shall be given sufficient pertinent information about the allegation(s) to enable a responsible person to be able to answer questions about the incident.
- b. At the beginning of the interview, the employee shall be notified and advised of the following:
 - 1) The nature of the investigation, and the fact that the investigation is an internal/line investigation and not a criminal investigation.
 - 2) The rank and name of the command officer in charge of the investigation, the interviewing officer, and all other person(s) present during the interview.
 - 3) The name of the person(s) making the complaint and/or the victim(s) of the alleged wrongdoing, unless, at the discretion of the employer, it would substantially impact the investigation or adversely affect the anonymity of the complaint.
 - 4) The date(s) or time frame of the alleged misconduct.

- 5) The description of the allegation(s) by the complainant(s) to constitute the misconduct.
- c. The employee shall be advised of their right to have a union representative present (*Weingarten Rights*) during any internal/line interview, when the employee is the focus of the investigation. The employee shall be given a reasonable opportunity to obtain union representation if the employee wishes to exercise their rights.
 - 1) When practical, the employee shall be given advanced notice of the questioning, to coordinate union representation.
 - 2) If the employee requests to exercise their right to union representative during the interview, the interview shall be adjourned until a union representative is available. The interview shall resume or be rescheduled as soon as practical, and without unnecessary delay.
 - 3) If an employee's request for union representation is denied, the employee may:
 - i. Refuse to answer any questions or write any memorandum until representation is permitted. Such refusal shall not result in any separate disciplinary action against the employee, or
 - ii. Respond to said questions, however, said responses may not thereafter be used against said employee in any proceedings without the employee's consent, and shall not be part of any official file retained by the employer.
 - 4) The presence of union representative shall in no way, jeopardize either the employee's or the union representative's employment or job assignment.
 - 5) The union representative's role at the interview is to consult with the employee; observe the propriety of the interview; and not to interrupt, interfere with, or otherwise obstruct the interview or investigation. The union representative shall be given the opportunity to assist the employee by asking questions to clarify facts.
- d. During an internal/line investigation, the interview is a non-criminal investigation compelling the employee to provide a statement as a condition of employment. Therefore, all *truthful* statements provided by the employee are considered *Garrity* protected statements and shall not be used against the employee in a criminal investigation or criminal court proceedings.

- e. The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such degree that an immediate interrogation is required. If the interview is conducted during off-duty hours, the employee shall be compensated at the normal overtime rate for that day.
- f. Interviews shall be conducted for reasonable periods of time in length and shall have reasonable breaks to permit for personal necessities.
- g. The employee shall not be subjected to offensive language, threats of physical harm, threatened with transfer or termination, nor promised a reward, to induce an answer to any question.
- h. Interviews shall be conducted at the Sheriff's Office Headquarters Building or at the employee's work location, unless extraordinary circumstances exist.
- i. Interviews should not be conducted by an investigator of the same or lower rank.
- j. All internal interviews shall be audio and/or video recorded. Upon a reasonable request, the employee or authorized union representative, shall be granted access to review the recording, upon conclusion of the investigation.

Section 4. Completion of Internal/Line Investigation

Within 30 days of the completion of the line/internal investigation, the employee and applicable authorized union representative shall be notified, in writing, of the investigation outcome and the disciplinary action, if any.

Section 5. Notification of Discipline

Written notice of the proposed disciplinary action may be provided either (1) by personal service to the employee, or (2) by mailing the notice to the employee at their address of record, by certified mail with return receipt requested.

Section 6. Time Limits for Retention of Written Reprimands

After three years of the date of issuance, all written reprimands shall be removed from the employee's personnel file, unless the employee receives further disciplinary action for misconduct of a similar nature. A written reprimand may be destroyed earlier at the request of the employee, if the employer believes the employee's improvement warrants earlier destruction of the written

reprimand. After the removal of the written reprimand, no reference to the written reprimand shall be made for purposes of unrelated discipline or assignment selection process affecting the employee.

Section 7. Criminal Investigation

A criminal investigation is when an employee is interviewed for reasons that could lead to criminal charges; thus, the following shall be followed by the employer or employer's representative.

- a. At the beginning of the criminal interview, the employee shall be notified and advised of the following:
 - 1) The rank and name of the command officer in charge of the investigation, the interviewing officer, and all other person(s) present during the interview.
- b. A criminal interview shall be conducted in the same manner and procedure, with the same constitutional and statutory safeguards and rights, that all citizens under a criminal investigation are entitled to enjoy and exercise, including the right to legal representation by individual counsel and 5th Amendment Right against self-incrimination.
- c. At the discretion of the employer, an employee who is indicted or criminally charged may be placed on administrative leave with or without pay, with all other benefits, pending the outcome of the criminal proceeding. At the conclusion of the criminal proceeding, if the employer chooses not to pursue disciplinary action, the employee shall be reinstated to the same location, shift, and days off which was held prior to being placed on administrative leave. If the employer pursues disciplinary action for a matter arising out of the same set of facts and circumstances as those surrounding the criminal proceedings, the employee will be subject to an internal investigation and potentially the disciplinary process as well.
- d. An employee who is indicted or criminally charged may be assigned to duties consistent with the needs of the employer, pending resolution of the criminal proceedings.
- e. The employee's name, residential address, agency photograph, or mugshot photograph shall not be released to the media or any other person without the employee's expressed written consent, except when allowed by law. The employee's name, agency photograph, and/or mugshot shall only be released to media upon arraignment of criminal charges in a court of law.

Section 8. Notification of Criminal Charge Denial

Upon the employer's advisement of the denial of criminal charges by a reviewing or charging authority (Prosecutor's Office/Attorney General), the employee and applicable authorized union

representative shall be notified in writing and a copy of the denial of criminal charges memorandum (if the employer receives one) shall be placed in the employee's personnel file.

Nine (9) months after the execution of this labor contract containing the Bill of Rights, the parties shall meet to review the operation of the Employee Bill of Rights and to address any concerns or changes that may need to be considered. Either party may re-open these Bill of Rights provided that there is such written notice given by either party. If the parties are unable to reach an agreement on any necessary modifications to the Bill of Rights of the labor contract, either party may file Petition for a Public Act 312 Arbitration.

STATE OF EMERGENCY

In the event of a declared State of Emergency where the public is ordered to remain home by either the Governor, County Executive or County Health Officer, those employees deemed "essential" and exempted from the provisions of the "stay home" order may receive Hazard Pay for time spent at their worksites. Should the County pay Hazard Pay to its employees, it shall be paid in an amount determined by the Board of Commissioners.

Payments shall cease the pay period following the termination of the "stay home" order.

Pay rates will be retroactive to the beginning of the Emergency as approved by the Board of Commissioners.

APPENDIX B

Attached hereto is the Medical Options Comparison chart in effect for years 2022, 2023, 2024, 2025 and 2026

IMPORTANT NOTE: This document is not a contract. It is intended to provide a comparison of available benefit options and to summarize the provisions and features of each plan. Please refer to the Summary Plan Document (SPD) to confirm coverage details. Every effort has been made to ensure the accuracy of this document. In the event that the information contained in this document differs from the SPD, the information contained within the SPD will prevail. This document does not establish or determine eligibility for benefits or procedures, nor does it constitute an amendment, modification or change to the SPD or to any existing contract. All coverage is subject to medical necessity guidelines as outlined in the SPD.

* In order to be eligible for benefits as specified in the SPD, services received by a **Covered Person** must be administered or ordered by a Physician, be Medically Necessary for the diagnosis and treatment of an illness or injury and allowable/covered charges, unless otherwise specifically noted in the SPD.

Medical Plan Options Comparison

BENEFITS	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	ONLY AVAILABLE TO EMPLOYEES CURRENTLY ENROLLED
	PPO1	PPO2	PPO3	HMO	TRADITIONAL
ASR Health Benefits	Blue Cross/Blue Shield PPO Community Blue Plan	ASR Health Benefits	Health Alliance Plan (HAP)	Blue Cross/Blue Shield Traditional Plan (BC/BS)	www.BCBSM.com
	www.asrhealthbenefits.com	www.BCBSM.com	www.asrhealthbenefits.com	www.HAP.org	www.BCBSM.com
Employee Bi-Weekly Contributions	\$32 / \$65 / \$75	\$42 / \$70 / \$85	\$16 / \$35 / \$45	\$32 / \$65 / \$75	\$52 / \$89 / \$94
NO COVERAGE	Refer to the 2021 Your Total Compensation Statement for (Earnings) amount.				
Option	HAP Alliance Health & Life PPO / Physicians Care / CIGNA / Multiplan	Blue Cross/Blue Shield	HAP Alliance Health & Life PPO / Physicians Care / CIGNA / Multiplan	Health Alliance Plan HMO	Blue Cross/Blue Shield
Network(s)	\$200 per person/\$400 per family per calendar year	\$100 per person/\$200 per family per calendar year	\$250 per person/\$500 per family per calendar year	No Deductible	\$200 per person/\$400 per family per calendar year
Deductible(s)	0% for most services; 10% after deductible as noted. 50% for private duty nursing.	10% after deductible as noted. 50% for private duty nursing.	20% after deductible as noted. 50% after deductible for private duty nursing.	No Coinsurance	10% after deductible as noted. 25% for private duty nursing.
Coinurance			\$500 per person/\$1,000 per family per calendar year.	Not Applicable	\$1,000 per person/family per calendar year.
Coinsurance Maximum	\$1,000 per person/family per calendar year.				
INPATIENT HOSPITAL CARE	100%*	90% after deductible*	80% after deductible*	100%*	100%*
General Conditions				Bariatric Copay: \$1,000	
Semi-Private					
Drugs					
Intensive Care Unit					
Meals					
Hospital Equipment					
Special Diets					
Nursing Care					
OUTPATIENT HOSPITAL CARE	\$100 copay			\$100 copay, deductible and coinsurance may also apply for	\$100 copay
Emergency Room Care	\$100 copay				
Accidental Injuries					

Medical Plan Options Comparison

BENEFITS	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	ONLY AVAILABLE TO EMPLOYEES CURRENTLY ENROLLED TRADITIONAL
	PPO1	PPO2	PPO3	HMO	HAP	www.BCBSM.com
ASR Health Benefits	ASR Health Benefits	Blue Cross/Blue Shield PPO Community Blue Plan	ASR Health Benefits	Health Alliance Plan (HAP)	www.HAP.org	www.BCBSM.com
Medical Emergencies	www.asrhealthbenefits.com Copay waived for accidental injury or if admitted	www.BCBSM.com Copay waived for accidental injury or if admitted	www.asrhealthbenefits.com some services. Copay waived for accidental injury or if admitted	www.HAP.org Copay waived if admitted	www.HAP.org Copay waived for accidental injury or if admitted	www.BCBSM.com
Physical Therapy	100%*	90% after deductible*	80% after deductible*	100%* Includes Speech Therapy and Occupational Therapy Up to 60 consecutive visits per benefit period. May be rendered at home.	90% after deductible* 60 combined visits per calendar year.	90% after deductible* 60 combined or consecutive visits per calendar year.
EMERGENCY CARE						
Urgent Care Visits	\$20 copay	\$20 copay	\$20 copay	\$20 copay	\$20 copay	\$20 copay
PREVENTATIVE CARE SERVICES						
Routine Health Maintenance Exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100%*	100%*	100%*	100%*	100%*	100%*
Routine Physical	100%*	100%*	100%*	100%*	100%*	100%*
Routine Gynecological Exam	100%*	100%*	100%*	100%*	100%*	100%*
Routine Pap Smear Screening – laboratory and pathology services	100%*	100%*	100%*	100%*	100%*	100%*
Well-Baby Child Care Visits	100%*	100%*	100%*	100%*	100%*	100%*
• 6 visits, birth through 12 months						
• 6 visits, 13 months through 23 months						
• 6 visits, 24 months through 35 months						
• 2 visits, 36 months through 47 months						
• Visits beyond 47 months are limited to one per member per calendar year						
						Plan covers 8 visits (birth through 12 months).

Medical Plan Options Comparison

BENEFITS	AVAILABLE TO ALL EMPLOYEES	ONLY AVAILABLE TO EMPLOYEES CURRENTLY ENROLLED TRADITIONAL						
						PPO1	PPO2	PPO3
under the health maintenance exam benefit								
Adult and Childhood Preventive Services and Immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM, ASR and HAP that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100%*							
Routine Fecal Occult Blood Screening	100%*					100%*		
Routine Flexible Sigmoidoscopy Exam	100%*					100%*		
Routine Prostate Specific Antigen (PSA) Screening	100%*					100%*		
Routine Mammogram and Related Reading	100%*					100%*		
Colonoscopy – Routine or Medically Necessary	100%*					100%*		
MENTAL HEALTH CARE								
Inpatient Mental Health	100%*					100%*		
Outpatient Mental Health Visits	\$20 copay					\$20 copay		

Medical Plan Options Comparison

BENEFITS	AVAILABLE TO ALL EMPLOYEES		AVAILABLE TO ALL EMPLOYEES		AVAILABLE TO ALL EMPLOYEES		ONLY AVAILABLE TO EMPLOYEES CURRENTLY ENROLLED TRADITIONAL
	PPO1	PPO2	PPO3	ASR Health Benefits	ASR Health Benefits	Health Alliance Plan (HAP)	
	www.asrhealthbenefits.com	www.BCBSTM.com	www.BCBSTM.com	www.asrhealthbenefits.com	www.HAP.org	www.HAP.org	www.BCBSTM.com
Inpatient Substance Abuse	100%*			90% after deductible*	80% after deductible*	100%*	100%*
Care Chemical Dependency							
Outpatient Substance Abuse	\$20 copay			\$20 copay	\$20 copay		100%* In approved facilities only
Care Chemical Dependency							
EMERGENCY ROOM/HOSPITAL PROGRAMS							
Hospice Care	100%*			100%*	80% after deductible*	Covered up to 210 days per lifetime.	100% of approved amount
Specified Human Organ Transplants	100%*			90% to 100%*	80% after deductible*	Covered according to plan guidelines.	100% in approved facilities
MEDICAL INSURANCE CARE							
Surgery	100%*			90% after deductible*	80% after deductible*	100%* Voluntary second surgical opinion; \$20 copay.	100%* Voluntary second surgical opinion on certain surgeries.
Technical Surgical Assist.	100%*			90% after deductible*	80% after deductible*	100%*	100%*
Anesthesia	100%*			90% after deductible*	80% after deductible*	100%*	100%*
Maternity Care Delivery	100%*			90% after deductible*	80% after deductible*	100%*	100%*
Pre- and Post-Natal Care	100%*			100%*	100% for some pre-natal visits; otherwise 80% after deductible*	100% pre-natal visits*	100% pre-natal visits 90% after deductible post-natal visits*
Inpatient Medical Care	100%*			90% after deductible*	80% after deductible*	100%*	100%*
Inpatient Consultations	100%*			90% after deductible*	80% after deductible*	100%*	100%*
Laboratory & Pathology	100%*			90% after deductible*	80% after deductible*	100%*	90% after deductible*
Diagnostic Services	100%*			90% after deductible*	80% after deductible*	100%*	90% after deductible*
Diagnostic and Therapeutic Radiology	100%*			90% after deductible*	80% after deductible*	Covered*	90% after deductible*
ADDITIONAL BENEFITS							
Office Visits	\$20 copay			\$20 copay	\$20 copay		90% after deductible*
Chiropractic Care	\$20 copay	Limited to 38 visits per calendar year.		\$20 copay	Limited to 38 visits per calendar year.	Not Covered	90% after deductible* Limited to 38 visits per calendar year.
Allergy Testing	100%*			100%*	80% after deductible*	\$20 copay	90% after deductible*
Allergy Therapy	100%*			100%*	80% after deductible*	100%*	90% after deductible*
Ambulance Services	90% after deductible*			90% after deductible*	80% after deductible*	100%*	90% after deductible*

Medical Plan Options Comparison

BENEFITS	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	ONLY AVAILABLE TO CURRENTLY ENROLLED EMPLOYEES
	PPO1	PPO2	PPO3	HMO	TRADITIONAL
ASR Health Benefits	Blue Cross/Blue Shield PPO Community Blue Plan	ASR Health Benefits	ASR Health Benefits	Health Alliance Plan (HAP)	Blue Cross/Blue Shield Traditional Plan (BC/BS)
Durable Medical Equipment	www.asrhealthbenefits.com	www.BCBSM.com	www.asrhealthbenefits.com	www.HAP.org	www.BCBSM.com
Diabetic Supplies	90% after deductible*	90% after deductible*	80% after deductible*	100%*	90% after deductible*
Private Duty Nursing	90% after deductible*	90% after deductible*	80% after deductible*	Not Covered	90% after deductible*
Skilled Nursing	100%*	90% after deductible*	80% after deductible*	100%	75% after deductible*
Assisted Reproductive Treatment	Not Covered	Not Covered	Not Covered	100%*	100%*
Voluntary Sterilization and FDA Approved Contraceptive Methods	100%*	100%*	100%*	100%*	100%*
PROGRAM PROVISIONS					
Out of Network Services	In general, Plan pays 83% of approved amount less applicable copays. For diabetic supplies, durable medical equipment, and private duty nursing, Plan pays 75% of approved amount after deductible (if applicable).	Plan pays 70% of approved amount, after out-of-network deductible, less applicable copays.	In general, Plan pays 65% of approved amount after deductible less applicable copays. For private duty nursing, Plan pays 50% of approved amount after deductible.	Not covered except for emergencies	Participating Hospitals: 100% of covered benefits Non-participating Hospitals: Inpatient care in acute-care hospital - \$70 a day. Inpatient care in other hospitals - \$15 a day. Medicare Surgical: 100% of BCBSM's approved amount.
Payment of Covered Services	Preferred (Network) Hospitals: 100% of covered benefits. Non-Network Hospitals: 85% of approved payment amount. Preferred (Network) Physicians - Outpatient: 100% after \$20 copay. Non-network Physicians - Outpatient: 85% of approved payment amount after \$20 copay.	Preferred (Network) Hospitals: 90% of covered benefits, after deductible. Non-Network Hospitals: 70% of approved payment amount after out-of-network deductible. Preferred (Network) Physicians - Outpatient: 100% after \$20 copay.	Preferred (Network) Hospitals: 80% of covered benefits, less applicable deductible. Non-Network Hospitals: 65% of approved payment amount, after deductible. Preferred (Network) Physicians - Outpatient: 100% after \$20 copay.	Copays as noted.	Participating Hospitals: 100% of covered benefits Non-participating Hospitals: Inpatient care in acute-care hospital - \$70 a day. Inpatient care in other hospitals - \$15 a day. Medicare Surgical: 100% of BCBSM's approved amount.

Medical Plan Options Comparison

BENEFITS	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	ONLY AVAILABLE TO CURRENTLY ENROLLED EMPLOYEES
	PPO1	PPO2	PPO3	HMO	TRADITIONAL
ASR Health Benefits	Blue Cross/Blue Shield PPO Community Blue Plan	ASR Health Benefits	Health Alliance Plan (HAP)	Blue Cross/Blue Shield Traditional Plan (BC/BS)	www.BCBSM.com
<i>NOTE: Hearing aids and services are not covered under any Oakland County medical plans.</i>					
Retail Prescription Carrier	Navitus www.navitus.com	Navitus www.navitus.com	Navitus www.navitus.com	Health Alliance Plan www.HAP.org	Navitus www.navitus.com
Mail Order Prescription Carrier	NoviXus www.novixus.com	NoviXus www.novixus.com	NoviXus www.novixus.com	Pharmacy Advantage www.PharmacyAdvantageR.com	NoviXus www.novixus.com
Participating/Network Pharmacies	Covered / Copays: Tier 1: \$5 Most Generics/Some Brands; Tier 2: \$20 Preferred Brands/Some Generics; Tier 3: \$40 Non-Preferred products (could include both brand and generic) Select Birth Control pills covered \$0 copay.	Covered / Copays: Tier 1: \$5 Most Generics/Some Brands; Tier 2: \$20 Preferred Brands/Some Generics; Tier 3: \$40 Non-Preferred products (could include both brand and generic) Select Birth Control pills covered \$0 copay.	Covered / Copays: Tier 1: \$5 Most Generic; Tier 2: \$20 Select Brand name; Tier 3: \$40 Non-Preferred, Select Birth Control pills covered \$0 copay.	Covered / Copays: Tier 1: \$5 Most Generic; Tier 2: \$20 Preferred Brands/Some Generics; Tier 3: \$40 Non-Preferred products (could include brand and generic) Select Birth Control pills covered \$0 copay.	Covered / Copays: Tier 1: \$5 Most Generic; Tier 2: \$20 Preferred Brands/Some Generics; Tier 3: \$40 Non-Preferred products (could include brand and generic) Select Birth Control pills covered \$0 copay.
Non-Participating/Non-Network Pharmacies	Paid at the in-network cost, less \$5, \$20 or \$40 copay.	Paid at the in-network cost, less \$5, \$20 or \$40 copay.	Paid at the in-network cost, less \$5, \$20 or \$40 copay.	Not Covered.	Paid at the in-network cost, less \$5, \$20 or \$40 copay.
Maintenance Drugs	Maintenance drugs taken on a long-term basis can be filled as a three-month supply for a one-month copay through either the Mail Order Drug carrier or at a retail pharmacy.	Maintenance drugs taken on a long-term basis can be filled as a three-month supply for a one-month copay through either the Mail Order Drug carrier or at a retail pharmacy.	Maintenance drugs taken on a long-term basis - a 30 or 90-day supply, whichever is greater, can be obtained for a one-month copay at your local pharmacy, either the Mail Order Drug carrier or at a retail pharmacy.	Maintenance drugs taken on a long-term basis can be filled as a three-month supply for a one-month copay through either the Mail Order Drug carrier or at a retail pharmacy.	A 90-day supply of maintenance drugs may be obtained through mail order.

Medical Plan Options Comparison

BENEFITS		AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	AVAILABLE TO ALL EMPLOYEES	ONLY AVAILABLE TO EMPLOYEES CURRENTLY ENROLLED
ASR Health Benefits	PPO1	Blue Cross/Blue Shield PPO Community Blue Plan	PPO2	ASR Health Benefits	PPO3	Health Alliance Plan (HAP)
		www.asrhealthbenefits.com		www.asrhealthbenefits.com		www.HAP.org
		<i>Note: While in the hospital, drugs are covered under your medical plan.</i>		<i>If you request a prescription be filled with a brand name drug and there is a generic equivalent available, you will be responsible for the Tier 3 copay plus the differential between the cost of the brand and the generic drug. If your doctor makes the request, you will be responsible for the Tier 3 copay.</i>		<i>If you request a prescription be filled with a brand name drug and there is a generic equivalent available, you will be responsible for the Tier 3 copay plus the differential between the cost of the brand and the generic drug. If your doctor makes the request, you will be responsible for the Tier 3 copay.</i>

Dental Plan Options Comparison

BENEFITS	AVAILABLE TO <u>BU 9, 10, & 15</u>	AVAILABLE TO ALL <u>EMPLOYEES</u>	AVAILABLE TO ALL <u>EMPLOYEES</u>	AVAILABLE TO ALL <u>EMPLOYEES</u>	AVAILABLE TO ALL <u>EMPLOYEES</u>
	High Plus Delta Dental	High Delta Dental	Standard Delta Dental	Modified Delta Dental	www.deltadentalmi.com
Employee Bi-Weekly Contributions / (Earning)	\$1.15 / \$1.73 / \$5	\$1.15 / \$1.73 / \$5	\$0 / \$0 / \$0	\$0 / \$1.73 / \$3.27	\$1.15 / (\$1.73) / (\$3.27)
NO COVERAGE Option			Refer to the 2021 Your Total Compensation Statement for (Earnings) amount.		
Network(s)	Delta Dental PPO / Delta Dental Premier	Delta Dental PPO / Delta Dental Premier	Delta Dental PPO / Delta Dental Premier	Delta Dental PPO / Delta Dental Premier	Delta Dental PPO / Delta Dental Premier
DIAGNOSTICS AND PREVENTIVE SERVICES					
Diagnostics and Preventive Services – routine oral exams, cleanings, fluoride, and space maintainers	100%	100%	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%	100%	100%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%	100%	100%
Dental Sealants – children 14 years and under	100%	100%	100%	100%	100%
Oral Cancer Brush Biopsy	100%	100%	100%	100%	100%
EXTRACTIVE SERVICES					
Radiographs – X-rays	85%	85%	85%	85%	85%
Minor Restorative Services – composite (white) fillings and crown repair	85%	85%	85%	85%	85%
Endodontic Services – root canals	85%	85%	85%	85%	85%
Periodontic Services – to treat gum disease	85%	85%	85%	85%	85%
Oral Surgery Services – extractions and dental surgery	85%	85%	85%	85%	85%
Major Restorative Services – crowns	85%	85%	85%	85%	85%

Dental Plan Options Comparison

BENEFITS	AVAILABLE TO <u>BU 9, 10, & 15</u>	AVAILABLE TO ALL <u>EMPLOYEES</u>	AVAILABLE TO ALL <u>EMPLOYEES</u>	AVAILABLE TO ALL <u>EMPLOYEES</u>	AVAILABLE TO ALL <u>EMPLOYEES</u>
	High Plus	High	Standard	Delta Dental	Delta Dental
<u>OTHER SERVICES</u>	www.deltadentalmi.com				
Other Basic Services – miscellaneous services	85%	85%	85%	85%	50%
<u>MAJOR SERVICES</u>	www.deltadentalmi.com				
Retains and Repairs – to bridges, dentures, and implants	85%	85%	85%	85%	50%
<u>ORTHODONTIC SERVICES</u>	www.deltadentalmi.com				
Prosthodontic Services – bridges, implants, and dentures	50%	50%	50%	50%	50%
Orthodontic Services – minor treatment for tooth guidance, full banding treatment, and monthly active treatment visits	50%	50%	50%	50%	50%
Orthodontic Maximum Limit	\$1,000 per eligible member per lifetime.	\$750 per eligible member per lifetime.			
Orthodontic Age Limit	Up to age 19				
<u>PROGRAM/PROVISIONS</u>	www.deltadentalmi.com				
Deductibles	\$25 per person / \$350 per family per calendar year	\$25 per person / \$350 per family per calendar year	\$25 per person / \$350 per family per calendar year	\$25 per person / \$350 per family per calendar year	\$25 per person / \$350 per family per calendar year
Maximum Benefit	\$1,500 per individual per calendar year.	\$1,500 per individual per calendar year.	\$1,500 per individual per calendar year.	\$1,000 per individual per calendar year.	\$750 per individual per calendar year.
	All benefits based on maximum approved fees.				

NOTE: For additional information, refer to the Delta Dental Certificates and Benefit Summaries found www.oakgov.com/benefits under Medical/Dental/Vision.

Vision Plan Options Comparison		<u>AVAILABLE TO ALL EMPLOYEES</u>	<u>AVAILABLE TO ALL EMPLOYEES</u>
BENEFITS	High	Standard	Standard
Employee Bi-Weekly Contributions	National Vision Administrators (NVA) www.e-nva.com	National Vision Administrators (NVA) www.e-nva.com	National Vision Administrators (NVA) www.e-nva.com
NO COVERAGE Option	\$1.35 / \$2.88 / \$3.85	\$0 / \$0 / \$0	\$0 / \$0 / \$0
Network(s)	National Vision Administrators	National Vision Administrators	National Vision Administrators
Vision Examinations	\$5 copayment	\$5 copayment	\$5 copayment
LENSES AND FRAMES			
Lenses and Frames	Lenses: Standard Glass or Plastic / Covered 100% after \$7.50 copayment	Lenses: Standard Glass or Plastic / Covered 100% after \$7.50 copayment	Lenses: Standard Glass or Plastic / Covered 100% after \$7.50 copayment
CONTACT LENSES			
Contact Lenses	\$50 allowance	\$50 allowance	\$50 allowance
FREE EXAM/REFRACTIONS			
Benefits Payable	Benefit payable every <u>12</u> months. Benefit availability will start over on January 1 (following a 12-month period).	Benefit payable every <u>24</u> months. Benefit availability will start over on January 1 (following a 24-month period).	Benefit payable every <u>24</u> months. Benefit availability will start over on January 1 (following a 24-month period).
Additional Discounts	See the Benefit Summary for additional discounts available.	See the Benefit Summary for additional discounts available.	See the Benefit Summary for additional discounts available.

NOTE: For additional information refer to the NVA Benefit Summaries found on www.oakgov.com/benefits under Medical/Dental/Vision.

APPENDIX C

MEMORANDUM OF AGREEMENT – 312 INTEREST ARBITRATION

MISCELLANEOUS RESOLUTION #20223

July 2, 2020

BY: Commissioner Helaine Zack, Chairperson, Finance and Infrastructure Committee

IN RE: HUMAN RESOURCES – MEMORANDUM OF AGREEMENT FOR INTEREST ARBITRATION
WITH OAKLAND COUNTY DEPUTY SHERIFF'S ASSOCIATION

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Oakland County Board of Commissioners passed Miscellaneous Resolution # 20057 to facilitate the consolidation of the Oakland County Deputy Sheriff's Association (OCDSA) with the Oakland County Command Officers Association (OCCOA) into one collective bargaining unit; and

WHEREAS the Human Resources Department has prepared a Memorandum of Agreement with the OCCOA for approval of the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED the Oakland County Board of Commissioners approves the Memorandum of Agreement for Interest Arbitration with the Oakland County Deputy Sheriff's Association. Chairperson, on behalf of the Finance and Infrastructure Committee, I move the adoption of the foregoing resolution.

Helaine M. Zack

Commissioner Helaine Zack, District #18
Chairperson, Finance and Infrastructure
Committee

FINANCE INFRASTRUCTURE COMMITTEE VOTE:

Motion carried unanimously on a roll call vote.

Memorandum of Agreement
For Interest Arbitration

This Memorandum of Agreement is reached this _____ day of _____, 2020 by and between the County of Oakland ("County"), the Sheriff's Office and the Oakland County Deputy Sheriff's Association ("Union").

1. In the event that the parties are unable to reach a successor collective bargaining agreement to the current 2018-2021 agreements and the Union files a petition for Act 312 arbitration with the Michigan Employment Relations Commission on behalf of Act 312-eligible employees currently in the Law Enforcement Services Unit, it is hereby agreed between the parties that the Union may also request binding interest arbitration on any unresolved mandatory subjects of bargaining for employees currently in the Corrections and Court Services Unit. Such interest arbitration proceedings shall be submitted to the same neutral arbitrator appointed to the Act 312 proceedings and, in rendering a decision on any disputed issues, the interest arbitrator shall consider, and issue an arbitration award based upon, the factors set forth in Section 9 of Act 312, MCLA 423.239. Any separate fees or costs of the interest arbitrator on non-Act 312-eligible issues/disputes shall be borne equally by the parties.
2. It is further agreed between the parties that if the interest arbitrator: a) exceeds his/her jurisdiction in rendering an award; b) issues an award which is not supported by competent, material and substantial evidence on the whole record; or c) issues an award which was procured by fraud, collusion or other similar and unlawful means, either party may file a civil action in Oakland County Circuit Court to vacate the award. The award may also be vacated or corrected by the Court on the grounds set forth in Sections 23 and 24 of the Michigan Uniform Arbitration Act, MCLA § 691.1703 and 1704.

The County of Oakland

Oakland County Deputy Sheriff's Association

By: _____

By: _____

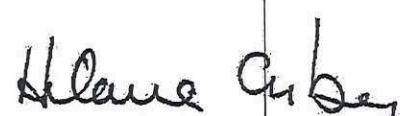
Resolution #20223

July 2, 2020

Moved by Jackson seconded by Weipert the resolutions on the amended Consent Agenda be adopted (with accompanying reports being accepted).

AYES: Hoffman, Jackson, Kochenderfer, Kowall, Kuhn, Long, Luebs, Markham, McGillivray, Middleton, Miller, Nelson, Powell, Quarles, Spisz, Taub, Weipert, Woodward, Zack, Gershenson. (20)
NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions on the amended Consent Agenda were adopted (with accompanying reports being accepted).



I HEREBY APPROVE THIS RESOLUTION
CHIEF DEPUTY COUNTY EXECUTIVE
ACTING PURSUANT TO MCL 45.559A (7)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on July 2, 2020, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan this 2nd day of July, 2020.



Lisa Brown
Lisa Brown, Oakland County