

THE COUNTY OF OAKLAND,

THE SHERIFF'S OFFICE

AND

THE OAKLAND COUNTY DEPUTY SHERIFF'S ASSOCIATION

Law Enforcement Services

OCTOBER 1, 2003 TO SEPTEMBER 30, 2009

AGREEMENT

This Agreement is made and entered into this eleventh day of September 2009, A.D. by and between the Oakland County Sheriff and the Oakland County Board of Commissioners, hereinafter referred to collectively as the "Employer," and the Oakland County Deputy Sheriffs' 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.

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 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 - Patrol and Deputy II - Patrol, Fire Investigators, Dispatch Specialists and Dispatch Specialist Shift Leaders, but excluding Forensic Laboratory Specialists, Circuit Court Investigators, Deputy I - Corrections, Deputy II - Corrections, supervisors, and all other employees.

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 members 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.

III. AGENCY SHOP

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.

A. All employees, as a condition of employment, shall be required to pay to the Union an amount equivalent to the Union's regular dues commencing with the first pay period ending in the calendar month following completion of 30 days of employment. Such payments may be made as dues deductions as set forth in this section and paid directly to the Union in accordance with the Constitution and Bylaws of the Union.

B. Employees not members of the Union and who desire membership in the Union shall confirm their desire to join by initiating their Union application form and dues deduction authorization forms.

C. Any person who is employed with the County prior to the effective date of this provision and is covered by this provision who is not a member of the Union and who does not make application for membership within 45 calendar days after the effective date of this provision shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 calendar days after receipt of written notice to the Employer from the Union, unless the Employer is otherwise notified by the Union in writing within said 30 calendar days.

D. Any person who becomes an employee of the County after this provision of the Agreement is in effect, and is covered by this Agreement, and is not a member of the Union, and does not make application for membership within 45 calendar days from the date of employment shall, as a condition of employment, pay to the Union each month a service

charge as a contribution toward the administration of this provision in an amount equal to the regular monthly Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 calendar days after receipt of written notice to the Employer from the Union, unless the Employer is otherwise notified by the Union in writing within said 30 calendar days.

E. The Employer agrees to deduct from the wages of bargaining unit employees all Union membership dues, initiation fees, and assessment uniformly required, if any, as provided in a written authorization, in accordance with the standard form used by the Employer provided that said form shall be executed by the employee. Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and Bylaws of the Union. Each bargaining unit employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and initiation fees.

F. The Employer agrees to deduct from the wages of any bargaining unit employee who is not a member of the Union all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer provided that said form shall be executed by the employee.

G. All dues and service fees deducted shall be remitted to the Treasurer of the Union, the same to be by the Union allotted and distributed in accordance with the Constitution, Bylaws and regulations of the Union. On the request of the Employer, the treasurer of the Union shall furnish the Employer a receipt for all dues received.

H. The Union will protect and save harmless and defend 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 the Agency Shop Clause of this Agreement.

IV. BASIS OF REPRESENTATION

A. There shall be one steward and an alternate steward for each shift 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 his grievance. Permission for stewards to leave their work stations 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 the 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 his/her option, be scheduled on the day shift, Monday through Friday. The Local Union President may conduct Union business at the Department, however, he/she shall not leave his/her work area without the permission of his/her supervisor, which 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 his 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 he/she will continue to work at his/her assigned job at all times except when permitted to leave his/her work.

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 agree that an employee should first bring his/her problem or grievance to the attention of his/her Command Officer, who has the authority to adjust the grievance, with or without his/her 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 his/her 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 grievance committee meeting. Receipt by the Union shall occur on the

day the response is hand delivered, e-mailed or mailed to the Union 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. DONALD SUGERMAN
3. PAUL GLENDON
4. ELLIOT BEITNER
5. BEN WOLKINSON
6. 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 effected 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 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.

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. Notices 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' x 3' space for said bulletin boards and authorize their installation.

VII. SENIORITY

- A. Seniority is defined as service in the OCDSA-represented Corrections and Court Services or Law Enforcement bargaining units.
- B. New employees may acquire seniority by working six 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, his/her name shall be placed on the seniority list in the order of his/her 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 number 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.

D. An employee shall lose his seniority for the following reasons:

1. If the employee resigns or retires;
2. If the employee is discharged, and not reinstated;
3. If the employee is absent from work for three consecutive working days without properly notifying the Employer, unless good cause is established by the employee;
4. If the employee does not return to work at the end of an approved leave;
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 seniority he/she possessed when he/she left the OCDSA represented bargaining unit.

F. As a condition of hire/promotion, all employees hired/promoted as a Deputy I must complete any test used by MCOLES as a minimum criteria for becoming a police officer.

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 personnel bumping lower-classified 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 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 notice indicating an intent to return to work within two weeks 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 he/she 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 he/she held status when separated, his/her 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 six month probationary period.

C. If and when an employee is permanently transferred to another division within the Department, the President or Chief Steward shall be notified of said transfer by the Employer.

IX. PROMOTIONS

A. Sergeant and Dispatch Specialist Leader vacancies will be filled by a promotional examination. The Sheriff will make his 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.

B. Members of the Law Enforcement bargaining unit shall be eligible to apply for Forensic Laboratory and Deputy II positions in the Corrections and Court Services bargaining unit.

X. FALSE ARREST INSURANCE

Employees covered by this Agreement shall be provided by the Employer a policy of False Arrest Liability Insurance. The premiums for such insurance will be paid by the County.

XI. INDEMNIFICATION

Whenever a claim is made or a civil action is commenced against a unit employee for injuries to persons or property allegedly caused by the employee while acting within the scope of his or her authority, the County shall pay for all reasonable costs of litigation and engage or furnish the services of an attorney in accordance with the established County policy (Miscellaneous Resolution #91016) to advise the employee as to the claim and to appear for and represent the employee in the action. The County may compromise, settle, and pay the claim before or after the commencement of a civil action. Whenever a judgment for damages is awarded against a unit employee as a result of a civil action for personal injuries or property damages caused by the employee while in the course of employment and while acting within the scope of his or her authority, the County shall indemnify the employee or pay, settle, or compromise the judgment.

When a criminal action is commenced against a unit employee based upon the conduct of the employee in the course of employment, if the employee had a reasonable basis for believing that he or she was acting within the scope of his or her authority at the time of the alleged conduct, the County shall pay for, engage or furnish the services of an attorney to advise the employee as to the action and to appear for and represent the employee in the action.

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

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 of absence shall not exceed two years, but it shall be renewed or extended for a 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 p.m.) 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 department's 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 his/her check at the County. If the employee establishes that picking up his/her workers' compensation check imposes an undue hardship on him/her, the County will mail the workers' compensation check to him/her.

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. 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 offices, 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 in the Special Conference.

I. 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.

1. The length of the probation period for all employees hired or promoted into all classifications in the bargaining unit and to promotional positions outside the unit shall be six months.

2. In the case of new hires, the Union shall represent the employee during his/her 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.
3. The Human Resources Department shall send a "Mid-Probationary Period Report" form to the Department Head at three months. This report shall be completed, discussed with the employee and returned to the Human Resources Department prior to the beginning of the fourth month of the probationary period.

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

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

XIII. SCHEDULING LEAVE

- A. Except in exigent circumstances not reasonably expected to exceed 30 days, a minimum of 10% of the bargaining unit employees at a job location shall be permitted to take annual leave, BU-10 leave, and/or personal leave at the same time.
- B. Employees submitting written requests for annual, BU-10, or personal leave by April 15 for the period May 1 through October 31 and by October 15 for the period November 1 through April 30 shall be given preference in order of seniority for scheduling the granting of annual, BU -10, and personal leave for the applicable periods; provided, however, that leave requests of three or more consecutively scheduled workdays in duration shall be scheduled first.
- C. Annual, BU-10 and personal 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 time may not be canceled by the Employer except during times of riot, natural disasters, and exigent circumstances. With respect to scheduled leave involving at least three consecutively scheduled workdays, the employee may only cancel the leave with 10 days advance notice. The Employer may waive this notice requirement, or permit partial cancellation of a scheduled leave, upon a showing of good cause.

XIV. BU-10 LEAVE

Effective the first pay period following December 1 of each year, bargaining unit members shall receive five days of BU-10 leave. Employees hired after December 1 shall receive one day of BU-10 leave for each quarter annual period, or part thereof, between their date of hire and November 30 (e.g., an employee hired on May 1 would receive three days of BU-10 leave). Scheduling and use of BU-10 leave shall be subject to the following restrictions:

A. BU-10 leave shall be used and scheduled in the same manner as annual leave, except that an employee may only use BU-10 leave when his/her annual leave accumulation is less than two-thirds of the maximum accumulation.

B. Employees may not accumulate BU-10 leave from one year to the next year. Employees shall be paid for any unused BU-10 leave for the period December 1 to November 30 on the first payday following the end of the pay period which includes November 30. Payment for unused BU-10 leave shall be at the employee's straight time rate of pay on November 30.

C. Employees separating from County service or leaving the bargaining unit for other reasons shall be entitled to one day of BU-10 leave for each quarter annual period or part thereof between their date of separation or leaving the bargaining unit and the prior

December 1 (e.g., an employee separating or leaving the bargaining unit June 1 would be entitled to three days of BU-10 leave for that annual period).

Should a separating employee have used more BU-10 leave at the time of separation or leaving the bargaining unit than he/she would be entitled in accordance with the above formula, the Employer will subtract from the employees annual leave bank the number of days used in excess of those earned.

December 1 - February 28	= 1st quarter
March 1 - May 31	= 2nd quarter
June 1 - August 31	= 3rd quarter
September 1 - November 30	= 4th quarter

Employees separated from County service shall be paid at separation for their unused accumulation of BU-10 leave at the salary rate the employee is being paid on his or her final day of actual work.

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.

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. 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. Patrol Services Division
 - 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) Royal Oak Twp.
 - m) Parks
 - n) Complex Patrol
2. Communications
3. Any other recognized work location.

D. 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 – Patrol positions filled by Deputy I - Patrol employees and Deputy II – Patrol positions filled by Deputy II - Patrol employees. These assignments shall not be interchangeable between classifications under this procedure.
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.

XVI. LOCATION PREFERENCE

A. Each year unit personnel shall select their work locations and shifts in order of 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.

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 eight 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 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.

C. "Location" for purposes of the annual selection shall mean the following locations in the Patrol Services Division: each substation, Traffic-416 Unit, Alcohol Enforcement, Contract Reinforcement Team, Parks, Marine Unit, and Complex Patrol.

D. 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 he/she requested provided he/she has 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.

E. 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.

F. 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 his/her 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 to 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.

G. 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

no qualified Deputies requesting transfer to the vacancy, the Sheriff may assign the least senior qualified Deputy to the vacancy.

H. 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 his/her 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 he/she demonstrates receipt of the specified training or instruction required to perform the assignment.

I. 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 his/her regular assignment not later than 90 days from the date of initial transfer.

XVII. 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 and location selection, shift preference, based on 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 he 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 his professional judgment.

XVIII. SPECIAL ASSIGNMENTS

A. The Sheriff shall establish qualifications and standards for all special assignments. They shall be related to the assignment and shall be based on objective rather than subjective considerations.

B. The positions of patrolman investigator, weighmaster, motorcycle officer, school liaison officer, station desk officer, and the positions currently assigned to the Investigative and Forensic Services Division shall be deemed "special assignments."

C. In order to be eligible for a special assignment, an employee must have, in addition to the minimum qualifications as determined by the Employer and provided to the Union, a minimum of two years of seniority within the department with at least one year of experience in the Patrol Services Division. If no qualified deputy meets the minimum seniority requirements as listed above, these qualifications shall be waived.

D. When 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, on forms provided by the Union, provided the Deputies meet the minimum qualifications as described in Paragraph C above. Copies of Letters of Interest should be sent to the secretary of the Union by the Deputy making the request. Deputies offered a special assignment shall be advised of the expected length of the assignment.

E. 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, the anticipated length of the assignment.

XIX. OVERTIME

All time worked in excess of a normal eight hour working day, worked 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 on which the 24 hour period began. All working days in

excess of five in the employee's seven 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. Overtime, including so-called "mini contracts" shall first be offered to employees who volunteer to work such overtime under these procedures. If there are insufficient volunteers under these procedures, employees shall then be ordered to work overtime.
- C. On or before the fifth day preceding a work schedule change, employees volunteering to work overtime during the next work schedule period shall sign a voluntary overtime list. When signing the list, the employee shall indicate the days and shifts he/she is volunteering to work overtime. The employee may modify his/her voluntary overtime availability by providing 48 hour written notice of such change to his/her sergeant or, in communications, the Communications Dispatch Specialist Shift Leader.
- D. Overtime at a work location shall be offered to employees at that location who have signed the voluntary overtime list in order of seniority and in accordance with their designated availability. To the extent practicable, voluntary overtime shall be equalized on a work schedule period basis for employees within a work location. Both those opportunities worked or refused shall be counted for purposes of equalization. Such opportunities shall be posted weekly for employee review. Work locations under these provisions shall be:

1. Patrol Services Division
 - 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) Royal Oak Twp.
 - m) Parks
 - n) Complex Patrol
2. Communications
3. MCOLES licensed Forensic Laboratory employees
4. Fire Investigation Unit
5. Warrants Unit
6. Marine Unit
7. Any and all other recognized work locations

E. 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 within the division where the overtime is available who have signed the voluntary list in order of seniority and in accordance with their designated availability.
2. Other employees within the division where the overtime is available who have signed the voluntary list by seniority and in accordance with their designated availability.
3. Employees not employed in the division where the overtime is available who have signed the voluntary list in order of seniority and in accordance with their designated availability.
4. Employees willing to work overtime who have not signed the voluntary overtime list. The Sheriff's Office shall request volunteers to work the available overtime via departmental radio in all divisions, starting in the

division where the overtime is located prior to forcing any employee to work the overtime.

F. If there are insufficient volunteers under the above provisions the Employer may then order employees employed in the bargaining unit to work overtime to fill positions that are normally authorized and staffed on a full-time basis, by reverse seniority. Lists 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 shift and/or location preference. Forced overtime shall be equalized to the full extent practicable.

G. Any employee that is off work for more than seven consecutive days because of workers' compensation injury, short or long term disability, military leave or vacation (VAC, PLV, BU-10, etc.) and has their name come up for forced overtime shall be given credit as if they were working and forced. Further, 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. New hires when they reach their 90th day shall be placed on the forced overtime list with the average number of forces on that list.

H. Should an employee be passed over for overtime, he/she shall be given the option to work any available open overtime position within the next 30 days. Should the pass over occur on a holiday, the employee shall be given the option to work an open position in a succeeding holiday or any regular work day. Any employee required to work (forced) when a volunteer was available shall be placed on the bottom of the forced overtime list and shall not be assigned forced overtime until the forced overtime list has been exhausted and his/her name comes up the next time.

I. When an employee on any shift has an approved day off (FLT, PLV, BU-10 or VAC) for the following day, or the day following is a regular work week leave day, he/she will be deemed on leave as of the end of his/her shift and not subject to be forced to work overtime

except in the event of exigent circumstances. This provision shall not affect an employee who wishes to work over on a voluntary basis.

J. Private contracts such as DTE Energy Music Theater, Meadowbrook, Silverdome, Renaissance Festival and other similar private contracts (these examples are illustrative and not intended to be limiting) shall be handled by qualified personnel by voluntary sign-up 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.

K. Hospital Watch overtime will be filled by volunteers in the following order: Corrections, Satellite, Road Patrol and Forensic and Investigative Services.

XX. 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 11, 2009, 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 a part hereof to the same extent as if they were specifically set forth, except as provided and amended by this Agreement.

XXI. 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 department 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 Department, 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. This 414 (h) (2) arrangement 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 Contribution Retirement Plan as set forth in Miscellaneous Resolution #94275, and 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 1999 the County shall contribute 10% of base wages and the employee shall contribute 3% of base wages toward the Defined Contribution Retirement Plan.
2. For fiscal year 2000 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.
3. For fiscal year 2001 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.

I. Effective September 11, 2009, there shall be no new loans permitted from the Defined Contribution Plan.

XXII. 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: Effective with the pay period following September 11, 2009, 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 Defined Contribution Retirement Plan.

B. Effective September 11, 2009, there shall be no new loans permitted from the Defined Contribution Retirement Plan.

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

XXIII. 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 this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

XXIV. ECONOMIC MATTERS

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.

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.

XXVI. DURATION

This Agreement shall remain in full force and effect until midnight, September 30, 2009. 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

OAKLAND COUNTY BOARD OF
COMMISSIONERS

Bill Bullard, Jr.

OAKLAND COUNTY SHERIFF

Michael Bouchard

OAKLAND COUNTY EXECUTIVE

L. Brooks Patterson

APPENDIX A

I. WAGES

Bi-weekly wages for Fiscal Years 2004 through 2009:

	<u>Base</u>	<u>1yr</u>	<u>2yr</u>	<u>3yr</u>	<u>4yr</u>	<u>5yr</u>	<u>6yr</u>
Deputy I							
FY04	1205.76	1304.90	1384.50	1516.19	1672.57	1800.77	1979.03
FY05	1241.93	1344.05	1426.04	1561.68	1722.75	1854.79	2038.40
FY06	1279.19	1384.37	1468.82	1608.53	1774.43	1910.43	2099.55
FY07	1304.77	1412.06	1498.20	1640.70	1809.92	1948.64	2141.54
FY08	1330.87	1440.30	1528.16	1673.51	1846.12	1987.61	2184.37
FY09	1357.49	1469.11	1558.72	1706.98	1883.04	2027.36	2228.06

	<u>Base</u>	<u>1yr</u>	<u>2yr</u>	<u>3yr</u>	<u>4yr</u>	<u>5yr</u>
Deputy II						
FY04	1626.91	1744.23	1861.67	1995.47	2068.42	2213.85
FY05	1675.72	1796.56	1917.52	2055.33	2130.47	2280.27
FY06	1725.99	1850.46	1975.05	2116.99	2194.38	2348.68
FY07	1760.51	1887.47	2014.55	2159.33	2238.27	2395.65
FY08	1795.72	1925.22	2054.84	2202.52	2283.04	2443.56
FY09	1831.63	1963.72	2095.94	2246.57	2328.70	2492.43

	<u>Base</u>	<u>6mo</u>	<u>1yr</u>	<u>2yr</u>	<u>3yr</u>	<u>4yr</u>	<u>5yr</u>
Dispatch Spec							
FY04	1164.43	1215.80	1267.22	1369.86	1472.55	1575.20	1656.87
FY05	1199.36	1252.27	1305.24	1410.96	1516.73	1622.46	1706.58
FY06	1235.34	1289.84	1344.40	1453.29	1562.23	1671.13	1757.78
FY07	1260.05	1315.64	1371.29	1482.36	1593.47	1704.55	1792.94
FY08	1285.25	1341.95	1398.72	1512.01	1625.34	1738.64	1828.80
FY09	1310.96	1368.79	1426.69	1542.25	1657.85	1773.41	1865.38

	<u>Base</u>	<u>1yr</u>	<u>2yr</u>
Dispatch Spec Shift Leader			
FY04	1621.45	1672.06	1786.95
FY05	1670.09	1722.22	1840.56
FY06	1720.19	1773.89	1895.78
FY07	1754.59	1809.37	1933.70
FY08	1789.68	1845.56	1972.37
FY09	1825.47	1882.47	2011.82

	<u>Base</u>
Fire Investigator	
FY04	2239.34
FY05	2306.52
FY06	2375.72
FY07	2423.23
FY08	2471.69
FY09	2521.12

II. 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 \$1,000 bonus, provided that they remain an MCOLES Licensed Deputy. This bonus shall be pro-rated in accordance with the amount of time during each fiscal year, October 1 to September 30, during which the Deputy functioned as an MCOLES Licensed Deputy and will be paid in the first paycheck in December. For example, an MCOLES Licensed Deputy completing his/her fifth year of service on September 1 would be eligible for one-twelfth (1/12) of the bonus paid in December (the Deputy functioned as an MCOLES Licensed Deputy from September 1 to September 30 or 1/12 of the sixth year). This bonus shall not be included in final average compensation.

III. PREMIUM PAY DIVERS

- A. Divers shall receive straight time pay for on-duty hours of work.
- 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 \$4.00 per hour over and above the rates set forth in sections (a) and (b) above when performing diving activities.
- D. When diving under the ice, divers shall receive premium pay of \$8.00 per hour over and above the rates set forth in sections (a) and (b) above.

*Computation of the \$4.00 per hour and \$8.00 per hour premium shall be computed to the nearest one-half (1/2) hours.

IV. AVIATION UNIT

- A. While assigned to the aviation unit, an employee will receive a \$500 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.

V. COURT APPEARANCE

When officers are required to appear in court, they shall be compensated at the rate of time and one-half for all time spent in court, a guarantee of a minimum of two hours pay per day, under the following conditions:

- A. Case must be of a criminal nature or related to traffic enforcement.
- B. The officer is appearing on behalf of the department at a deposition or a civil matter.
- C. Officer must be off duty at court time.

VI. 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 he/she shall be entitled to three hours work or pay at the employee's applicable rate. 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. If an employee is called out and once on the road the call-out is cancelled, the minimums shall apply.

VII. CLOTHING AND EQUIPMENT

A. Effective January 1, 2001, 25 non-uniformed Deputies required by the Sheriff to wear suit and tie shall receive a 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. Should the number of non-uniformed Deputies qualifying for this allowance exceed 25, the allowance shall be limited to the 25 highest seniority Deputies. 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 eligible 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 will provide cleaning of uniforms for uniformed personnel of the Department and it is understood that the individuals will not abuse this privilege by requesting excessive cleaning.

VIII. SALARY STEPS/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.

IX. SALARY SCHEDULE PROGRESSION

All persons hired hereafter shall be hired and progress in accordance with the salary schedules established herein.

X. MILEAGE

Effective September 11, 2009, the General Travel Regulation's mileage reimbursement rate shall be the IRS rate per mile.

XI. SHIFT PREMIUM

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

APPENDIX B

I. 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 which has been set forth in Appendix C.
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 his/her 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, Section VII, "Service Increment Pay," shall not apply to any employee hired after March 15, 1984.

4. Medical Coverage

Effective January 1, 1997, employees retiring from County employment with 25 years of service within the Department 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 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 he/she has 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 his/her medical coverage to lapse.

5. Sick Leave.
6. Retirement.
7. Annual Leave – see Merit Rule 23 which has been set forth in Appendix C.
8. Disability Coverage.
9. Tuition Reimbursement

Effective October 1, 1999, tuition reimbursement shall be increased from \$600 per session to \$800 per session with a maximum annual reimbursement of \$2,400.

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

II. 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, plan providers 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.

A. Effective September 11, 2009, the employees in this bargaining unit shall make the following healthcare contributions (contributions are bi-weekly, pre-tax). Employees will no longer receive a cash incentive for selecting the PPO or CMM plans:

	Single	2 Person	Family
PPO	\$20	\$42	\$50
CMM	\$4	\$10	\$16
HAP	\$33	\$57	\$63
Traditional BC/BS*	\$33	\$57	\$63

*Employees hired on or after 1/1/00 or any employee who was eligible and subsequently elected a different plan is not eligible for the traditional health plan.

B. Effective January 1, 2010, prescription co-pays for all employees shall be:

\$ 5 – Tier 1
\$10 –Tier 2
\$25 – Tier 3

C. 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.

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

E. 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.

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.

F. 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.

G. 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.

H. ACCIDENTAL 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.

III. BEREAVEMENT LEAVE

In the event of the death of a member of unit employee's immediate family or household, i.e., where the deceased bears the relation of spouse, child, parent, sibling, guardian, grandparent, or grandchild, or is a member of the employee's household (i.e., resides in his or her residence at the time of death), the employee shall be granted a paid leave of three consecutively scheduled work days. In the event of the death of a unit employee's parent-in-law, grandparent-in-law, brother, sister, daughter or son-in-law, the employee may be granted up to three consecutively scheduled work days at the discretion of the employee's Department 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 in nature. Covered leave shall be paid at the employee's regular hourly rate. Absent extenuating circumstances, an employee must notify the sheriff or his designated representative 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, s/he shall be eligible for the paid leave provided herein, provided he/she notifies the Sheriff or his designated representative prior to the date of the funeral and attends the funeral.

IV. 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 his/her Sergeant/Lieutenant as to whether s/he 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.

V. PERSONAL LEAVE

A. DEFINITION OF PERSONAL LEAVE

Personal leave is an absence from work for which the employee is paid just as if he/she was 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 six month 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 or his designee shall be responsible for reviewing employee requests for personal leave under this sub-section and determining their validity. The Sheriff or his 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 or his 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 employees 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.

Attached hereto is Merit Rule #17 (Work Connected Injury or Illness), Merit Rule #23 (Annual Leave) and Letters of Agreement regarding the Sergeants' Promotional Exam, Canine Program and Use of Reserves.

17. 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 non-compensable 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.

23.

ANNUAL LEAVE

23.1 DEFINITION OF ANNUAL LEAVE

Annual Leave is absence from work for which the employee is paid just as if he or she 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 Department 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 department 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 (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	18.0	36.0
5 Yrs	9 Years	4.61	15 Days	22.5	45.0
10 Yrs	14 Years	5.53	18 Days	27.0	54.0
15 Yrs	19 Years	6.15	20 Days	30.0	60.0
20 Yrs	24 Years	6.76	22 Days	33.0	66.0
25 Yrs	Remainder of County Service	7.38	24 Days	36.0	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.

23.4 USE OF ANNUAL LEAVE

23.4.1 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.

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

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

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

23.4.5 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.

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

23.5.1 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.

23.5.2 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.

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

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

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

23.7 EFFECT OF DEATH LEAVE ON ANNUAL LEAVE

23.7.1 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")

23.8 EFFECT OF PAID LEGAL HOLIDAYS ON ANNUAL LEAVE

23.8.1 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.

23.9 EFFECTS OF LEAVES OF ABSENCE WITHOUT PAY ON ANNUAL LEAVE

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

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

23.10.1 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.

23.10.1.1 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.

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

23.11.1 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.

2-6-85

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.

OAKLAND COUNTY DEPUTY
SHERIFF'S ASSOCIATION

By David C. Rhines Jr.
David Rhines
Its: President

COUNTY OF OAKLAND

By Kenneth Vinstra
Kenneth Vinstra
Its: Manager, Employee Relations

OAKLAND COUNTY SHERIFF'S
DEPARTMENT

By John F. Nichols
John Nichols
Its: Sheriff

2-6-08

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 for 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), that two and one-half (2½) hours per week is a fair and reasonable allotment of the required time and fair 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 a 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.