

AGREEMENT

Between

CRAWFORD COUNTY SHERIFF
and
CRAWFORD COUNTY BOARD OF COMMISSIONERS

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective October 1, 2009 through September 30, 2015

CRAWFORD COUNTY COMMAND

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AGREEMENT

THIS AGREEMENT made and entered into this 4TH day of November, 2010, by and between the CRAWFORD COUNTY SHERIFF and the CRAWFORD COUNTY BOARD OF COMMISSIONERS, as co-employers, located in Grayling, Michigan, hereinafter referred to as the "Employer", and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (POAM), located at 27056 Joy Road, Redford, Michigan 48239, hereinafter referred to as the "Union".

PURPOSE AND INTENT

Both parties are desirous of preventing strikes and other cessations of work and employment and of maintaining a uniform wage scale, working conditions, and hours of employees of the Employers; and facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I
RECOGNITION

1.1: Collective Bargaining Unit. The Employer hereby recognizes the Union as the exclusive agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the Crawford County Sheriff's office in the following-described unit:

All Command Officers and Jail Command Officers, BUT EXCLUDING the Sheriff, Undersheriff and all other employees.

1.2: Extra Contract Agreements. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees or any individual employee or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

1.3: Bargaining Unit Work. The Sheriff shall not direct or require the employees of the sheriffs department other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit where doing so would cause a layoff of any bargaining unit employees employed in the division affected (excluding seasonal or temporary

employees) on the date of this agreement. This agreement shall not preclude the sheriff or undersheriff from performing the duties of their offices.

ARTICLE II
UNION SECURITY

2.1: Agency Shop.

A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

B. Representation Fee.

1. Membership in the Union is separate, apart, and distinct from the assumption by one of this equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after being satisfied that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement, including dues and initiation fees.

2. In accordance with the policy set forth under subsection B. of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement or on the

date of execution of this Agreement, whichever is later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

- C. In the event that any provisions of Sections 2.1 or 2.2 become the matter of litigation, it shall be the responsibility of the Union to furnish legal counsel and indemnify the Employer for any necessary and reasonable legal expenses which it must incur as a result of the aforementioned litigation.

2.2: Checkoff.

- A. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of the Police Officers Association of Michigan, 27056 Joy Road Redford, Michigan 48239, provided, however, that the Union presents to the Employer authorizations signed by such employees allowing deductions and payments to the Union. This may be done through the officer of the Union.
- B. Amount of dues will be certified to the Employer by the secretary-treasurer of the Union.
- C. Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE III
REPRESENTATION

3.1: Officers of the Union. The Employer recognizes the right of the Union membership to elect one (1) union representative and one (1) alternate from the Employer's seniority list. The authority of the union representative and alternate so elected by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information: (1) have been reduced to writing,

or (2) if not reduced to writing, are of a routine nature and not involve work stoppage, slowdowns, or any interference with the work.

3.2: Limitation of Union Representative's Authority. The union representative has no authority to take any action interrupting the efficient operation of the Sheriff's Department.

3.3: Notification. The Employer shall be informed of the names of the union representative and alternate.

3.4: Union Access. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the union representatives and/or representatives of the Employer concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge so as not to disrupt the work of the Department and the employees involved.

3.5: Examination of Records. The Union shall have the right upon reasonable notice to examine the compensation records of any employee whose pay is in dispute or any other records pertaining to a specific grievance.

3.6: Lost Time. The union representative shall be permitted reasonable time to investigate, present, and process grievances on the premises of the Sheriff's Office without loss of time or pay during his regular working hours. Arrangements for such time shall be made in advance between the union representative and the Sheriff or Undersheriff.

ARTICLE IV
RESERVATION OF RIGHTS

4.1: Rights of the Employer.

- A. It is understood and hereby agree that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations.
- B. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign, and retain employees in positions within the County consistent with the employee's ability to perform the assigned work, and to suspend, demote, and discharge for just cause and to fix and determine reasonable penalties.

- C. It is also agreed that the Employer has the right to determine the method and means of work and the number of personnel by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duties and obligations of the Employer to the taxpayers thereof.
- D. The Employer shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of this Agreement.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURES

5.1: Definition of Grievance.

- A. Grievance as used in this agreement is limited to a complaint or request of an employee which involves the interpretation or application of or compliance with the provisions of this agreement.
- B. It is mutually agreed that all grievances, disputes, or complaints arising out of the application or interpretation of this Agreement shall be settled in accordance with the procedure herein provided.
- C. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

5.2: Grievance Procedure. Should any grievance, dispute, or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

A. Step 1. Verbal Procedure.

- 1. An employee who possesses a grievance shall notify the Undersheriff or the Sheriff's designee within five (5) working days following the date the employee knows or should have known of the event giving rise to the grievance.
- 2. The complaint shall be discussed by the employee, the union representative, and the Undersheriff, or in his absence the Sheriff or the Sheriff's designee.

B. Step 2. Written Procedure.

1. In the event the grievance is not satisfactorily resolved at the Verbal Step, it shall: (1) be reduced to writing, (2) adequately set forth the facts pertaining to the alleged violation, (3) refer to the specific provision(s) of this Agreement which are alleged to have been violated, (4) be signed by the aggrieved employee and a Union representative, and (5) be presented within ten (10) days following the incident which gave rise to the grievance to the Sheriff or his designee.
2. The Sheriff or his designee shall (1) place his written disposition and explanation thereupon and (2) return it to the Union representative or alternate involved within five (5) days.

C. Step 3A. Grievance Procedure for the Internal Operations of the Department. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Sheriff or his designee within five (5) days following receipt of the written answer in Step 2. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the Sheriff and/or his designee and representatives of the Union. Either party may have non-employee representatives present, if desired. In the event the meeting cannot be held within the ten (10) day period, the parties mutually agree that it shall be scheduled for a date mutually convenient for the parties without unreasonable delay. The Sheriff shall place his written answer on the grievance within seven (7) days following the meeting and return the grievance to the Union. In order for the decision to be binding at Step 3, the answer must bear the signatures of the Sheriff. Appeal from this step shall be to section 5.6.

D. Step 3B. Grievance Procedure of the Economic Provisions of the Contract. In the event the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting a copy of the grievance to the secretary to the Board of Commissioners and the County Controller within five (5) days following receipt of the Sheriff's written answer at Step 2. Within ten (10) work days after the grievance has been appealed, a meeting shall be held between representatives of the Board of

Commissioners and the Union. Either party may have non-employee representatives present, if desired. In the event the meeting cannot be held within the ten (10) work day period, it shall be scheduled for a date mutually convenient to the parties without unreasonable delay. The Employer shall place its written answer on the grievance no later than seven (7) days following the 1st full board meeting after the Step 3B grievance meeting and return the grievance to the Union. In order for the decision to be binding at Step 3, the answer shall bear the signatures of both the Chairperson of the County Board of Commissioners and the Sheriff.

5.3: Grievance Resolution. All grievances which hold economic implications and which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure must be approved in writing by the Board of Commissioners at a regularly scheduled monthly meeting before the grievance shall be considered to be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which the grievances are referred to the Board of Commissioners under this Section. In the event a grievance resolution is not approved by the Board of Commissioners, the Union shall have fifteen (15) days following receipt by the Union representative of notice of the County Board of Commissioners' action to resubmit the grievance to the next higher Step in the Grievance Procedure. In the event the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn.

5.4: Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance may be advanced to the next Step by the Union. The time limits established herein may be extended by mutual agreement in writing.

5.5: Time Computation. Saturdays, Sundays, and holidays recognized by this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

5.6: Arbitration Demands. In the event a grievance is not satisfactorily resolved at Step 3 of the Grievance Procedure, the Union may submit a demand for arbitration by notifying (1) the Sheriff in the event of an internal operations grievance, and (2) the County Board of Commissioners via the County Clerk and County Controller and the Sheriff in the event of an economic grievance in writing within ten (10) days after the Employer's answer in Step 3 is received. In the event the Union does not demand arbitration in the manner provided herein, the grievance shall be deemed to be settled on the basis of the last disposition.

5.7: Selection of Arbitrator. Upon submission of a demand for arbitration, the Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The FMCS shall provide the parties with successive panels of arbitrators until the parties have mutually selected an arbitrator and the FMCS has so advised the parties. In the event the parties have not arrived at a mutual selection following receipt of two panels, an arbitrator shall be selected by the parties alternately striking a name from the third panel, and the name remaining shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

5.8: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be governed at all times wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall determine the merits of the grievance only if arbitrability is affirmatively decided.

5.9: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VI
DISCIPLINE

6.1: Just Cause. The Sheriff shall neither discharge nor suspend for disciplinary reasons any non-probationary employee except for just cause. Progressive discipline for minor offenses shall be employed. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued for major infractions.

6.2: Expedited Grievance. Grievances for suspension or discharge shall be processed by submission of a written grievance within five (5) calendar days following the suspension or discharge at Step 3 of the Grievance Procedure. The employee subject of a suspension or discharge shall be allowed to discuss the action with his union representative prior to leaving the Employer's premises

and the Employer will make available an area for said discussion to take place. The Sheriff or his designee shall provide the employee and the Union steward with a written statement of the allegations surrounding the employee's conduct and the tentative findings regarding same prior to making a final disciplinary decision. Following presentation with the allegations and tentative findings, the employee shall have an opportunity to respond to the allegations and factual findings. Following the employee's explanation, the Sheriff and/or his designee shall make the final disciplinary decision and shall present such in writing to the employee with a copy to the Union steward.

6.3: Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior written reprimands which occurred more than one (1) year previously, unless directly related to the current charge. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior suspensions of less than thirty-one (31) days which occurred more than two (2) years previously, unless directly related to the current charge.

6.4: Work Rules. The Employer reserves the right to establish from time to time reasonable rules and regulations governing the conduct of its employees not inconsistent with this Agreement. All such rules and regulations shall be in writing and disseminated to all employees with a signed acknowledgment to be filed in the employee's personnel file and a copy of such shall be provided to the Union steward.

6.5: Suspensions Without Pay. In the event an employee is suspended without pay as a form of discipline, the employee shall not be eligible to utilize any accrued paid leave days during the unpaid disciplinary suspension without the express approval of the Sheriff.

ARTICLE VII STRIKES AND ILLEGAL ACTIVITIES

7.1: No Strike - No Lockout. It is the intent of the parties to this Agreement that the Grievance Procedure herein shall serve as a means for the peaceable settlement for all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement the Union, its agents, or its members will not authorize, instigate, aid, or engage in a work stoppage, slowdown, or a strike against the County and/or the Sheriff. The County and the Sheriff agree that during the same period there will be no lockout. The Employer recognizes the limitations upon the authority of stewards and shall not hold the Union liable for any unauthorized acts.

ARTICLE VIII
SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Crawford County Sheriff's Office commencing with the last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

8.2: Probationary Period. Effective beginning on the date of ratification of the contract, all new employees shall be considered probationary employees until the employee has successfully completed twelve (12) months on the job, after which time their seniority shall reflect their last date of hire. Until an employee has completed the probationary period, he may be laid off or terminated without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee may be terminated for any reason or no reason.

8.3: Seniority List. Every twelve (12) months, the Employer shall maintain a list of employees, arranged in order of their seniority.

8.4: Loss of Seniority. An employee shall lose his seniority and his employment relationship with the Employer for any of the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated for just cause and such discharge is not overturned;
- C. He retires;
- D. He has been on layoff status for a period of time equal to his seniority at the time of his layoff or eighteen (18) months, whichever is less;
- E. He fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff, or disciplinary suspension, unless a justifiable reason is given;
- F. He is absent from work for three (3) consecutive workdays without prior notice to the Sheriff, unless a justifiable reason for such absence is given.

8.5: Layoff. All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Sheriff's Office while any temporary or irregular employees are serving in the same position in the Office.
- B. The first employee to be laid off shall be the employee with the least seniority in the classification or rank affected; provided, however, that the remaining senior employees have the ability to perform the required work. Further layoffs from the affected classification or rank shall be accomplished by the inverse order of seniority; provided, however, that the remaining senior employees have the ability to perform the required work.
- C. Upon being laid off from his classification or rank, an employee who so requests shall be demoted to a lower classification or rank in the Department in lieu of layoff; provided, however, that he has greater seniority than the employee who he is to replace and he has the ability to perform the required work.
- D. Employees who during layoff status are demoted or bump down to a lower classification shall continue to receive the same pay they were receiving prior to the demotion or bump down, until other employees placement and normal progression on the wage scale for the job into which he bumped results in a wage rate which exceeds the prior rate at the time of bumping. At such time the employee shall be paid pursuant to the wage scale.

8.6: Recall. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classifications or ranks in order of their seniority when the work force is to be increased, provided that the employee has not lost his seniority.

8.7: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within seven (7) days of the date the notice was sent, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

8.8: Job Advancement.

- A. All permanent vacancies and newly created positions within the bargaining unit shall be posted for

seven (7) working days. The posting shall indicate the classification of work and qualifications for the job. Interested employees may make application for such vacancy within the posting period by filing with the Sheriff a statement declaring their desire for advancement. The Employer shall consider the applicants' seniority and qualifications and, if these are relative equal, the qualified applicant with the greatest seniority shall be given the job as soon as practical after the posting period. The Employer shall not be arbitrary or capricious in his decision. For purposes of this Section, qualifications shall include state required certification.

- B. All employees advanced under this Section shall serve a ninety (90) day trial period following the advancement. During such trial period, the Sheriff may revert the employee to his former classification and/or job assignment or the employee may, of his own volition, request in writing to be relieved of the promotion/advancement and be returned to his former classification and/or job assignment.

8.9: New Divisions. In the event the Employer opens additional divisions within the Sheriff's Office, the seniority and classifications of the newly-created jobs are subject to negotiation with the Union.

8.10: Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in the leave of absence provision. Insurance, vacation, and sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences.

ARTICLE IX LEAVES OF ABSENCE

9.1: Personal Leave. Any employee desiring an unpaid leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from the Sheriff. An employee on personal leave of absence shall not engage in employment during such leave other than secondary or supplemental employment in which the employee was engaged at the outset of the leave and which was known by the Sheriff. No employee on personal leave of absence shall engage in employment in the law enforcement field during such

leave of absence. An employee who desires to engage in new or expanded secondary or supplemental employment while on a personal leave of absence shall inform the Sheriff and secure permission. Such secondary work shall not cause a conflict of interest or be demeaning to the law enforcement profession or adversely affect an employee's performance on the job. Failure to comply with this provision will result in complete loss of seniority rights for the employee involved. Personal leaves of absence shall be without pay.

No seniority or benefits shall accrue while on unpaid personal leave of absence except employer-paid health insurance shall continue through the end of the month in which the personal leave commences. Employees on approved personal leaves of absence may be paid any accrued paid time off benefits available to the employee.

9.2: Union Leave. The Employer agrees to grant necessary and reasonable time off, not to exceed three (3) days in a five (5) year period, without pay, to one (1) employee designated by the Union to attend any official Union function, provided forty-eight (48) hours' written notice is given to the Employer and the Sheriff by the Union specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Sheriff's Office operation due to lack of available employees.

9.3: Family and Medical Leave.

A. General.

1. A regular employee who has completed twelve (12) months of employment and worked at least 1,250 hours for the Employer in the twelve (12) month period preceding the leave date shall be granted an unpaid personal leave of absence for a period not to exceed a total of twelve (12) weeks within a twelve (12) month period. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Employer. Employees who have worked less than twelve (12) months or who have worked less than 1,250 hours in the twelve (12) months preceding the leave date may be granted unpaid leave of absence at the discretion of the Employer. An unpaid leave of absence under this section shall (as to eligible employees) or may (as to ineligible employees) be granted in the following cases.

- a. A serious health condition that makes the employee unable to perform the functions of his/her position;
 - b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 - c. Because of the placement of a child with the employee for adoption or foster care and in order to care for such child;
 - d. Because of the birth of a child of the employee and in order to care for such child; or
 - e. For other reasons deemed appropriate by the Employer.
2. Employees shall be required to exhaust all "paid days off" resulting from the accrual of the eight (8) days per year which was historically called "sick and personal time," prior to the use of unpaid leave of absence for condition (a) above. This requirement shall not be interpreted to require an employee to use his/her "monetary bank." For any of the other above listed reasons cited at b through e, employees shall be required to exhaust their accrued "additional paid days off" (which was historically called vacation time) prior to any unpaid leave of absence.
 3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
 4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
 5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may

be taken intermittently or on a reduced leave schedule when medically necessary.

6. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993 and should be interpreted and applied to achieve that effect.
- B. Continuation of Benefits. All leaves of absence under this section shall be without pay (except where the employee is required to exhaust accrued leave as above) and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees who have worked at least 1,250 hours of service in the twelve (12) months prior to the leave, for a maximum period of twelve (12) weeks while the employee is on approved leave of absence under conditions (a), (b), (c) or (d) listed in the first section (A) 1 above. This twelve (12) week period of health insurance continuation shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during an unpaid personal leave of absence after the periods noted above. An employee will not accumulate "paid days off" or "additional paid days off" nor be paid for holidays which may fall during any unpaid leave periods. Seniority shall not accrue while an employee is on an unpaid leave of absence.
- C. Reinstatement After Leave. When a leave of absence under condition (a) above is granted for longer than twelve (12) months, or under conditions (b), (c) or (d) above is granted for longer than twelve (12) weeks, or for longer than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when the employee returns to work. That decision will be at the discretion of the Co-employer.

- D. Notice. For leave taken due to the birth of a child or the placement of a child with the employee, and where the leave is foreseeable based on the anticipated birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice prior to the date of leave, except that if the actual date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

- E. Certification of Medical Leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. When applicable, a statement that the eligible employee is needed to care for a child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;

6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
 7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
 8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- F. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- G. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
- H. Subsequent Re-certification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

- I. Supplemental Employment. An employee on a family and medical leave shall not engage in employment. Failure to comply with this provision will result in complete loss of seniority rights for the employee involved.

9.4: Funeral Leave. A full-time employee shall be granted three (3) consecutive days' leave (one of which shall be the date of the funeral) to attend the funeral of a member of the employee's immediate family. If the funeral occurs outside the State of Michigan, the employee will be granted five (5) consecutive days' leave. The employee shall be paid his straight-time regular rate for all time lost from his regular schedule as a result of the funeral leave. "Immediate family" is defined as father, mother, sister, brother, child, wife, husband, mother-in-law, father-in-law, stepparents, stepchild, stepbrother, stepsister, grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, spouses grandparents and dependents living at home.

9.5: Military Leave.

- A. Employees covered by this Agreement inducted into military service under the provisions of the Federal Selective Service Training Statute and amendments thereto or any similar Act in time of national emergencies, respectively, shall upon being relieved of such service, be re-employed in accordance with the provisions of such laws.
- B. A full-time employee with reserve status in the armed forces of the United States or membership in the National Guard who is required to participate in training shall be permitted leave for this purpose. The employee shall furnish to the Employer a verified statement of the pay received from the military for such training. In the event of a differential between training base pay and the employee's base pay, the employee shall be paid the difference by the Employer for a maximum period not to exceed two (2) calendar weeks in any one (1) calendar year. Any additional time for which an employee may be required to serve or attend military meetings or training shall not be compensated by the Employer. In the event the employee's military pay equals or exceeds the employee's base pay, there shall be no differential payment required by the Employer.

9.6: Paid Leave Days. All paid personal leave shall be consumed according to the following conditions:

- a. Paid Leave Days may be used in conjunction with vacation.

- b. An employee utilizing paid personal leave must give at least a twenty-four hour notice to the appropriate Division Supervisor of the intended use, unless utilization of personal leave days is due to illness of the individual member or a family member, subject to verification if abuse is suspected.
- c. Paid Leave Days. Each full-time employee covered by this Agreement shall be credited with sixty-four (64) hours paid leave on October 1 of each year. For new employees, the number of paid leave hours credited will be prorated according to the number of months remaining in the calendar year. Each full-time employee will be paid time and one-half (1-1/2) for his unused paid leave hours as of September 30 in the first full pay period in October at the rate he was earning on September 30.

9.7: Jury Leave and Pay: An employee with seniority who is summoned and reports for jury duty shall be granted a jury leave of absence with pay for such period. An employee granted a leave of absence under this section who reports for each day spent performing jury duty at the employees normal hourly rate of pay. Any funds the employee receives from the court for their jury services in addition to this pay will be turned into the Sheriff's Office to be deposited with the County Treasurer. This is exclusive of all premium pay. In order to receive compensation under this section an employee must give the Employer prior notice as far in advance as possible that the employee has been summoned for jury duty and the employee must furnish satisfactory evidence that jury duty was performed for the days the employee claims jury duty pay. An employee who is summoned by the Court for jury duty during the employee's assigned shift but who does not serve as a juror must report for work promptly after being excused.

ARTICLE X
HOLIDAYS

10.1: Holidays. All full-time employees occupying a job classification covered by this Agreement shall receive eight (8) hours' pay at their straight-time regular rate for each of the following recognized holidays:

New Year's Day	Columbus Day
Presidents Day (Effective 2002)	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

Washington's birthday no longer a holiday effective 2002.

10.2: Holiday Eligibility. Employees eligible for holiday pay are subject to the following qualifications and conditions.

- A. The employee must work his hours on the Employer's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless the employee is on an excused leave of absence.
- B. The employee must not be on lay off status.
- C. The employee must not be on disciplinary suspension, provided, that if such suspension is reversed, the employee will receive the holiday pay to which he would have otherwise been entitled.
- D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.
- E. Employees who elect to use personal days on holidays shall not be eligible to receive holiday pay. An employee who is scheduled to work on a holiday but elects to utilize personal time shall not be considered to be eligible for holiday pay. An employee who uses a personal day due to a verifiable emergency will not lose eligibility for holiday pay.
- F. Holiday Pay. An employee who is regularly scheduled to work the day before, the day after or on a holiday but elects to utilize personal time shall not be considered eligible for holiday pay. An employee who uses a personal day due to a verified emergency will not lose eligibility for holiday pay. If two holidays fall back to back, then the employee will only forfeit pay for one holiday, providing only one personal day is used, if more than one personal day is used then the employee will forfeit pay for both holidays.

10.3: Holidays During Vacations. Holidays recognized by this Agreement that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave day at a later date.

10.4: Worked Holidays. Employees eligible for holiday pay who work on holidays recognized under this Agreement shall receive one and one-half (1-1/2) times their regular straight time rate of pay for all hours actually worked, plus holiday pay.

10.5: Election Day. Employees scheduled to work on any national or state election days will be given one-half (1/2) hour off for the purpose of voting without loss of pay upon presentation of proof of eligibility to vote and notice of their desire to vote given to their immediate supervisor at least one (1) day in advance, provided the employee is required to work the full time which said polls are open. Time taken shall be either the first or last half hour of the workday when polls are open.

10.6: Employee's Birthday. Each employee shall receive an additional day off on his birthday. The birthday holiday shall be a compulsory or required day off if the employee is scheduled to work. If the employee is called into work due to an emergency on such day, the birthday shall be rescheduled at the mutual convenience of the employee and the Employer, within ninety (90) days.

10.7: Twelve hour Shifts.

- A. Employees who work twelve (12) hour shifts shall receive eight (8) hours of "holiday pay" when the employee does not work on a holiday.
- B. Employees who work twelve (12) hour shifts who work on a holiday shall be paid 1-1/2 times the hourly rate for all hours worked on the holiday. They shall also be paid eight (8) hours of "holiday pay" at straight time.
- C. Employees who work twelve hour shifts who exercise the "birthday day off" shall have the option of taking the employee's birthday off and receive eight (8) or ten (10) or twelve (12) hours pay based on their standard schedule as determined by the Sheriff or taking a different day off within ninety (90) calendar days following the actual birth date and receive eight (8) or twelve (12) hours of pay based on their standard schedule as determined by the Sheriff on a date to be mutually agreed upon.
- D. For Employees on 12-hour shifts:

A pay period equals eighty-four (84) hours. Work over eighty-four (84) hours in a pay period or over twelve (12) in the same day is paid at 1-1/2 times the base rate.

For Employees on 8-hour shifts:

A pay period equals eighty (80) hours. Work over eighty (80) hours in a pay period or over eight (8) in the same day is paid at 1-1/2 times the base rate.

ARTICLE XI
VACATIONS

11.1: Vacations. All non-probationary full-time employees shall be entitled to vacation with pay under the following schedule:

- A. Employees who have completed one (1) through four (4) years of service shall receive ninety-six (96) hours.
- B. Employees who have completed five (5) through nine (9) years of service shall receive one hundred forty-four (144) hours.
- C. Employees who have completed ten (10) years or more shall receive one hundred sixty-eight (168) hours.

11.2: Vacation Scheduling.

- A. Employees may schedule time off for their vacations during any of the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Sheriff's rules, provided that, in the opinion of the Sheriff, such time off does not unreasonably interfere with the efficient operation of the Sheriff's Office and the Sheriff's obligations to the public generally.
- B. Vacation schedules should be worked out as far in advance as possible. To accomplish this and to consider the wishes of the employees, after January 1, each employee shall indicate on a yearly calendar his vacation request(s) no later than April 1. After April 1, all employees who have failed to select their vacation times will take whatever times are available according to seniority. The Sheriff will notify employees of their vacation periods within a reasonable time after April 1 of each year.

11.3: Vacation Pay. Vacation pay will be paid at the employee's current rate. Current salary shall include any increase in salary schedule by reason of length of service or any percentage increase to which an employee is entitled by reason of any increment plans.

11.4: Illness During Vacation. If an employee becomes ill and is under the care of a licensed physician or recognized practitioner during his vacation and the employee utilizes accumulated paid leave days for the period of illness, his vacation for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

11.5: Waiving Vacation. A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the Sheriff's Office to reschedule his vacation, then the provision of Section 11.2 will not be invoked.

11.6: Vacation Computation. For the purpose of computing vacation leave in accordance with Section 11.1, hours worked shall include excused time off due to sickness or injury which is job related.

11.7: Vacation Accumulation. A maximum of eighty-four (84) hours vacation time may be carried into the following year, provided, however, that such carry-over vacation time may not exceed eighty-four (84) hours in any calendar year.

11.8: Benefit on Termination. In case of retirement, resignation, death, or discharge of any employee, he or his estate will be paid for all vacation days which have accumulated to his credit.

The bargaining unit agrees not to request any additional vacation time before October 1, 2013.

ARTICLE XII
HOURS OF WORK

12.1: Workday and Workweek. The regular workday shall consist of either eight (8) or twelve (12) consecutive hours either workday/shift is inclusive of a thirty (30) minute lunch period per shift. The workday and workweek for clerical employees shall consist of an eight (8) hour workday and a forty (40) hour workweek. The following represent the parties understanding as to twelve (12) hour shifts:

- A. The regular work period shall consist of eighty-four (84) hours during a fourteen (14) consecutive work day period.
- B. The rotation schedule shall be two on/two off/three on/two off/two on/three off.
- C. Each employee working twelve (12) hour shifts shall be required to account for all hours scheduled with the use of approved time off hour for hour.
- D. An exception to the above requirement to account for eighty-four (84) hours per payroll period shall be the payroll period wherein the employee uses the "birthday day off." In such payroll the employee shall be required to account only for eighty (80)

hours, the birthday day off providing eight (8) hours of paid time.

- E. An exception to the above requirement to account for eighty-four (84) hours per payroll period shall be a payroll period wherein the employee uses approved accrued vacation in a minimum increment of eight (8) hours. In that pay period the employee shall be required to account only for a minimum of eighty (80) hours.
- F. Shift Preference. Employees shall bid on shifts and rotation scheduled by seniority. Shifts will be bid permanently on the first week in December for the following calendar year in three (3) month increments (quarterly).
- G. Scheduled will remain the same as they currently are by seniority.
- H. Where an employee works an eight (8) hour shift, the shifts shall be defined as either:
 - 1. 8:00 am to 4:00 p.m.
 - 2. 4:00 p.m. to 12:00 midnight
 - 3. 12:00 midnight to 8:00 a.m.

12.2: Overtime. Overtime, other than of an emergency nature, must have the prior approval of the Sheriff or his designated representative.

12.3: Overtime Pay. Overtime pay will be one and one-half (1-1/2) times the hourly base rate for all hours worked in excess of either an eight (8) or twelve (12) hour shift in one day and in excess of eighty (80) or eighty-four (84) hours worked in a pay period (14 days).

12.4: Call-Back Pay. In the event that an employee is called to work before or after his normally scheduled shift, he/she shall be paid three (3) hours pay at the rate of one and one-half times his/her hourly pay rate, providing the hours are not contiguous to his normally scheduled shift. Reporting assignments shall include court time spent by the employee off duty. Court time shall mean all time spent appearing in court or securing warrants or other necessary papers at the employer's request including a reasonable amount of time for travel to and from the court.

The employee shall check with the court and/or its clerks, or the Prosecutor's office and/or its clerks to determine that the case for that day will actually require the employee's presence. The employee will contact the appropriate office(s) within one business day of the event during normal business hours. If the employee finds that the case is settled or not proceeding

and that his/her presence is not needed, the employee shall not submit for call back pay.

A medical test required or offered by the employer, along with department meeting shall be paid overtime if not working on an hour for hour basis.

If an employee is required to work hours that are contiguous to his normally scheduled shift, either before or after the shift, he/she will be paid in accordance with section 12.3.

12.5: Pyramiding. There shall be no pyramiding of premium pay.

12.6: Pay Period. All employees covered by this Agreement shall be paid bi-weekly on Friday. Each employee shall be provided with an itemized statement of his earnings and all deductions therefrom. The pay received bi-weekly on Friday shall be payment for all hours worked through the previous Saturday at midnight.

12.7: Schooling and In-Service Training. If the Employer requires an employee to attend school or to participate in in-service training on his off duty time, the employee will be paid at the rate of pay called for in this Agreement. Effective at ratification, training hours are included for purposes of overtime calculating.

12.8: Training. The Employer recognizes the skills required of law enforcement personnel, including police officers, corrections and clerical employees. The Employer further recognizes that in the event it becomes necessary by law or public demand or desirable at the Employer's discretion to improve and upgrade methods, procedures, and/or equipment of the personnel in the Sheriff's Office, the Employer agrees to provide all schooling, training, or other methods of upgrading the personnel.

12.9: Minimum Staffing. During the hours of darkness, there will be two (2) road officers (command and/or deputy) available per shift.

12.10: Shift Switching. With the prior approval of the Sheriff, employees may be permitted to switch scheduled shifts, provided that the Employer shall not be liable for any overtime payments which may otherwise occur as a result of such switching.

ARTICLE XIII

WAGES

13.1: Classifications and Rates. Listed in Appendix "A" and incorporated herein are the rates of pay for the classifications covered by this Agreement.

13.2: Prior Law Enforcement Experiences. New employees having prior law enforcement experience (certified police officers) shall be given seniority for pay purposes only, which, in the judgment of the Sheriff, reflects said employee's value to the County of Crawford. After such initial seniority has been determined, the employee's future wage changes shall be subject to the same probationary period as all new employees.

ARTICLE XIV
LONGEVITY

14.1: Longevity Benefit. Effective 1/1/02 employees will be eligible for longevity pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Benefit</u>
4	\$150
5	180
6	210
7	240
8	270
9	300
10	330
11	360
12	390
13	420
14	450
15	480
16	510
17	540
18	570
19	600
20	630

14.2: Longevity Payment. Longevity benefits shall be paid to eligible employees on the first period of each year following the employee's anniversary date.

14.3: Longevity Retention. Employees on leaves of absence or layoff shall retain all service time toward the payment of longevity benefits provided by this Agreement but shall not accrue additional time or receive longevity payments during such leaves of absence or layoff.

ARTICLE XV
INSURANCE AND PENSION

15.1: Hospitalization Medical Coverage. The employer agrees to pay the premiums for each employee, including dependent coverage under the employer's Priority Health Plan POS-6 (comparable to the BC/BS CB-3 Plan). The prescription drug card will be the existing

\$10/\$40. Employees will be allowed at their own expense to "buy-up" to a Priority Health POS-1 (100% plan) or other improved plan with a \$10/\$20 prescription drug card at their own expense.

The employer will allow the purchase of a family continuation rider for dependents through the age of 25, in compliance with the insurance carrier's eligibility requirements for those employee that agree to pay the entire cost for the rider. The employer reserves the right to select or change all insurance carriers, provided that the level of benefits remain substantially the same.

15.2: Retiree's Insurance. For future retirees the employer's obligation shall be limited to the following:

- A. Employees that were hired prior to January 1, 1988 that have an entitlement to retirement health insurance for themselves and their spouse (at the time of retirement) based on a prior contract, will have a medical benefit that mirrors the active employee benefit from the time they retire up to the age of 65. Once the retiree turns 65, the employer will no longer have any obligation to provide retirement health care. The employee will receive a \$1,000 per month stipend as long as he is not being provided comparable (cost and benefits) health insurance coverage, in addition to Medicare.
- B. Employees that were hired after January 1, 1988 that have an entitlement to retirement health insurance for themselves based on a prior contract, will have a medical benefit that mirrors the active employee benefit from the time they retire up to the age of 65. Once the retiree turns 65, the employee will no longer have any obligation to provide retirement health care. The employee will receive a \$500 per month stipend as long as he is not being provided comparable (cost and benefits) health insurance coverage, in addition to Medicare.
- C. Employees hired after 1/01/99 and prior to 10/01/01 may elect to have an amount equal to 5% of the adjusted annual base wage deposited by the County into an existing deferred compensation plan of their choice if they choose to relinquish their single coverage retirement health coverage. The County will also match dollar-for-dollar any additional funds deposited into the deferred compensation plan by the employee, up to an amount equal to 5% of the employee annual base wage. The employee will have until 2/28/02 to deposit funds into the deferred compensation in order to be eligible for the County matching funds. This

decision must be made within thirty (30) days of the ratification of the new contract.

- D. All employees hired after 10/01/01 and those hired after 1/01/99 who choose to exercise the option set forth in section 15.2(C) will receive an amount equal to 3% of their annual base wage placed by the County into a non-qualified annuity or other like investment vehicle that is mutually acceptable to both the County and Union. This fund will maintain a 15-year vesting period. The County contributions will begin the first full pay period after 1/01/02.
- E. All employees hired after 1/01/99 who have exercised the option set forth in section 15.2(C) may receive County matching funds, up to an amount equal to 2% of the employee's annual base wage into a deferred compensation account that will maintain a 5-year cliff vesting period.
- F. Retiree Insurance Re-Enrollment. There shall be no liability on the part of the employer under this section if the retiree is otherwise eligible for coverage under another group insurance plan with substantially equivalent benefits. In the event that a retiree participates in another plan for which the retiree is eligible for equivalent benefits, the employer understands that, in the event the retiree's participation in the other plan is terminated, through no fault of the retiree, such retiree may be re-enrolled in the Crawford County Retiree Health Plan to which the retiree is entitled. This provision shall apply to all current and future applicable retirees.

15.3: Annuity in Lieu of Health Insurance. Full-time employees may elect not to take hospitalization coverage and substitute an Employer purchased annuity in the amount consistent with non-union, administrative, elected and appointed department heads. Notice to enroll in the annuity program must be given to the Controller in writing during the hospitalization insurance company's open enrollment period. Once elected, the plan will continue until such time as the employee elects otherwise during the hospitalization company's open enrollment period or at such time as may be permissible under the hospitalization insurance company's rules.

15.4: Dental and Eye Insurance. The Employer agrees to provide Blue Cross/Blue Shield Dental Insurance Plan "B" Class 1, 100% Class II and III 75%, Class IV 50% as \$1,000 per contract year per member and family. The Employer agrees to provide each member and his family coverage for Blue Cross/Blue Shield Optical Plan. The employer reserves the right to select or change all insurance

carriers, provided that the level of benefit remains substantially the same.

15.5: Life Insurance. The Employer agrees to pay the cost of a life insurance policy in the amount of \$20,000 for each employee with a rider of double indemnity for accidental death incurred while in the line of duty. The County will make available to interested employees an additional \$30,000 of insurance, in compliance with the policies and procedures of the current carrier, at the Employer's current cost to be paid by the employee. The Employer reserves the right to become self insured or funding for purposes of life insurance.

15.6: Workers' Compensation.

- A. The Employer will provide Workers' Compensation for the employees in the Sheriff's Office.
- B. The Employer will also pay the employee the difference between the amount Workers' Compensation pays and the employee's regular wage for job related injuries for a period of twelve (12) months.
- C. The Employer will also pay all insurance premiums in cases of job related injuries or illness for a period of twelve (12) months.
- D. The Employer agrees to continue paying an employee for up to fourteen (14) days when the employee is injured on duty. The employee shall be designated as disabled in the line of duty and shall suffer no loss of pay or benefits and shall continue as such until he becomes eligible for workers compensation.
- E. Employees who will be injured fifteen (15) days or more shall be subject to the provisions of worker's compensation only, and shall sign over this period's worker's compensation payment to the employer.

15.7: Sickness and Accident Insurance.

- A. The Employer shall provide sickness and accident insurance (S&A) for all full-time employees covered by this Agreement, effective the first workday following the employee's completion of sixty (60) calendar days of employment with the Employer. The employee who is eligible shall receive 70% of their normal weekly straight time wages up to a maximum of \$700 per week S&A payment. S&A benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and from the eighth (8th) day of illness for a total period not

to exceed twenty-six (26) weeks for any one incident/period of disability. Employees shall not be eligible for S&A benefit for any period of disability for which they are eligible for benefits under a retirement plan, the Social Security Act or Workers' Compensation.

B. Accrued sick days earned prior to January 1, 1988 shall be converted to a monetary amount to be used only as set forth in this subsection. The employee's sick leave credits as of December 31, 1987 will be multiplied by the employee's straight-time hourly rate of pay as of the first full pay period in January 1988. This conversion shall result in a monetary "bank" from which an employee may draw in the following manner:

1. To supplement workers' compensation or sickness and accident insurance benefits paid to an eligible employee, provided, however, the sum of any such sickness and accident insurance benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wages.
2. Following exhaustion of the sickness and accident insurance benefits provided by the Employer's insurance carrier, the employee may draw from his "bank" a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wages.
3. Upon death, retirement under the Crawford County retirement program, including disability retirement, or termination because of length of layoff, the employee or his designated beneficiary will be paid 100% of any amounts remaining in his sick leave bank up to a maximum of sixty-four (64) days equivalent as of the first full pay period in January 1988.
4. Upon termination other than discharge for cause, the employee will be paid seventy-five percent (75%) of any amounts remaining in his sick leave bank up to a maximum of a thirty (30) days equivalent as of the first full pay period in January 1988.
5. Following exhaustion of an employee's annual paid leave days, the employee may draw against his sick leave bank on an hour-for-hour basis at his then current rate of pay for absences

due to illness. The Employer may require the employee to provide evidence of illness to justify the request for pay from the employee's sick leave bank.

6. Effective January 1, 1996, employees may draw up to \$1,000.00 annually in cash from their monetary banks. Employees may draw against their monetary banks to buy prior municipal/military service credit for pension purposes.
- C. While an employee is on the sick and accident insurance for up to the maximum of twenty-six (26) weeks, the following benefits also accrue:
1. Seniority
 2. Vacation
 3. Longevity
 4. Personal Days
 5. Health Care Insurance
 6. Dental Insurance
 7. Life Insurance
 8. Pension - To continue service credits, employees must continue to make employee contributions.

15.8: Pension.

- A. The Employer shall provide and pay the cost of the Municipal Employees Retirement System (MERS), benefit level B-2 for all full-time employees who have attained three (3) months of service. The benefit level shall include the F55 rider providing full age and service retirement at age 55 years with 15 years of service.
- B. All employees hired after January 1, 1993, shall receive the benefit of a normal age/service requirement of 50 years of age with 25 years of service. Those employees hired prior to January 1, 1993, shall have the option of a 55/15 or 25/50, whichever is of greater benefit to the employee.

- C. On December 31, 1998, the Employer shall improve the pension level by adding benefit B-3. The employees shall pay two (2%) percent toward the cost of this improvement. The actual cost of the improvement will be actuarially determined by the MERS system. The Employer will pay any other costs.
- D. B-4, FAC-3. The pension provision will increase from a MERS B-3 with the F(55)/15 and the F(50)/25 riders and an FAC of 5 years, with an employee contribution of 2% of total gross wages to a MERS B-4 with the F(55)/15 and the F(50)/25 riders and a FAC of 3 years, with the employees contributing four (4%) percent of total gross wages.
- E. Members of COAM will bring with them the same pension benefit that they participated in with the POAM. In the event a new member is hired from outside the POAM, that individual will receive a defined contribution pension plan with the employee participating in the same defined contribution plan offered to the non-represented employees of the County.

15.9: Survivor's Insurance.

- A. The Employer agrees to continue the health insurance identified in section 15.1 for the spouse and minor dependents of employees killed in the line of duty.
- B. The Employer will continue to pay the premiums for the spouse until remarriage or the spouse otherwise becomes eligible for health insurance coverage or until the minor dependent children reach the age of nineteen (19) years, whichever occurs first.
- C. The Employer will continue paying the premiums for the minor dependent children until the children reach the age of nineteen (19) years or become eligible for other health insurance coverage, whichever occurs first.
- D. The decedent employee's spouse shall be required to report any changes in marital/family status or coverage eligibility to the County Clerk.

ARTICLE XVI
UNIFORMS AND EQUIPMENT

16.1: Uniforms. Subject to reasonable rules for the preservation, use and care of such uniforms, the Employer will provide uniformed employees the following items of clothing and equipment and replace them as needed:

Deputies

8 shirts

6 pants

3 ties

2 hats (1 winter, 1 summer)

2 jackets (1 winter, 1 summer)

1 hat badge

1 shirt badge

1 pocket badge

All necessary bars, stripes, and patches

The above list of clothing and equipment items may be modified by the Sheriff and the Union uniform committee consisting of two bargaining unit employees. The Sheriff and the Union uniform committee shall determine the uniform allotment for each bargaining unit classification.

16.2: Cleaning Allowance. All employees shall be granted a uniform maintenance allowance of six hundred dollars (\$600) per year, payable on January 1st, starting in 2007.

Effective January 1, 2001, the detective shall have a combined clothing and cleaning allowance of \$725.00 per year. This provision shall not be retroactive for 2001.

The Employer maintains the option to contract for all uniform cleaning at the beginning of the year before the cleaning allowance is paid.

16.3: Equipment.

A. The Employer agrees to furnish employees all the equipment necessary to perform their assigned duties. The Employer agrees to maintain the necessary equipment in safe operating condition. Each employee shall be required to report in writing any defects in the equipment.

B. The Employer shall require that all patrol officers wear a bullet-proof vest while on duty. Accordingly, the Employer agrees to purchase and provide such protective vest of the "Second Chance" type and quality for each full-time deputy and corrections officer. Such vests shall be of a quality which would repel a bullet fired at point

blank range from a department issued service revolver. All deputies and corrections officers will be required to wear the Employer purchased vest during their hours of work. The Employer agrees to replace the above vest at the expiration of the manufacturer's warranty or at the time of the manufacturer's recommended replacement.

16.4: First Aid Kits. The Employer will furnish first aid kits for each unit of equipment and see that they are stocked.

16.5: Guns. The Employer will furnish all required weapons in accordance with the Sheriff's specifications.

16.6: First Aid Training. All patrol, detective, and jail personnel shall obtain and maintain Red Cross standard first aid certification and shall complete six (6) hours of CPR training. Employees shall receive their straight time hourly rate for all time spent in attending classes. Effective at ratification training hours are included for purpose of overtime calculations.

16.7: Firearms Qualifications.

- A. Each employee who carries a firearm by virtue of his appointment shall qualify two (2) times each calendar year by scoring a minimum of seventy percent (70%) of the total possible points on a course of fire designated by the training officer for the type of weapon carried by the employee.
- B. Fifty (50) rounds of ammunition per month and shooting facilities for practice will be provided by the Department for use by the members.
- C. Service ammunition will be issued one (1) time each calendar year at the designated qualification.
- D. Qualification will be regulated under rules specified by the training officer. Employees who fail to qualify shall receive special firearm training over a period of time.

ARTICLE XVII
HEALTH AND SAFETY

17.1: Equipment Safety. The Employer shall not require employees to drive any patrol vehicle that is not in safe operating condition or not equipped with safety equipment required by state or federal law. Employees shall immediately report in writing any unsafe vehicle or vehicular equipment.

17.2: Accidents.

- A. Any employees involved in any accident shall report said accident and any physical injury sustained immediately. The employee before starting his next shift, shall make out an accident report in writing, on a form furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents.
- B. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.
- C. Employees shall submit a written incident report of any accident involving a Sheriff's Office vehicle not later than the end of the shift.

17.3: Reporting Defects. Employees shall immediately or at the end of their shift, report all defects of equipment. No employees shall be required to take out equipment that has been determined by a garage mechanic as being in an unsafe operating condition.

17.4: Patrol Car Mileage. Cars may be utilized as patrol cars with 125,000 miles or less, however, if after 110,000 miles a car is reported as having mechanical or operational problems, the car shall not be used as a patrol vehicle until it has been serviced and approved for duty by an independent certified mechanic.

ARTICLE XVIII
MISCELLANEOUS

18.1: Bonds. For full-time employees who are required to be bonded, the cost of said bond shall be borne by the Employer.

18.2: Bulletin Boards. The Employer shall provide a bulletin board in the facility where employees are employed for the posting of seniority and vacation lists and for use of Union and Employer.

18.3: Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

18.4: Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun and the singular, the plural, unless the context clearly requires otherwise.

18.5: Legal Representation. The County will provide to an employee such legal assistance as may be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is engaged in the proper performance of his police duties and responsibilities for the County, provided

that notification is immediately given to the County that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action. The Employer agrees to maintain for each employee false arrest insurance which will provide coverage for one hundred thousand dollars (\$100,000) for each occurrence.

18.6: Mileage Allowance. When an employee is required by the Employer to provide his own transportation to and from a job location or to do other related duties which may be assigned from time to time, he shall receive twenty-two cents (\$.22) per mile, or such higher rate as may be established by the Board of Commissioners during the life of this Agreement.

18.7: Outside Employment. Employees may work at jobs outside of their regular job, provided said jobs do not interfere with the performance of their regular duties and the employees have obtained the permission of the Sheriff.

18.8: Physical Examination.

- A. The Employer agrees to pay the cost of any physical examination required by the Employer.
- B. The Employer may require "all but not less than all" employees performing in a particular classification to participate in an annual physical examination. The Employer shall select the physician(s) to conduct such employee physical examinations. An employee may select his/her own physician, however, the standards and protocol for such physical shall be determined by the Employer. The results of the physical must be provided directly to the Employer's physician and in the event the employee opts to utilize their own physician, the Employer shall not be obligated to pay for the physical examination.
- C. In the event the Employer's physician finds an employee unfit to perform the employee's job assignment, the employee may secure an opinion from a physician of his own choice. In the event the opinion of the employee's physician conflicts with that of the Employer's physician, the two physicians shall select a third physician whose opinion shall be binding on the parties. The parties shall share equally the costs of the third physician.
- D. Employees who are found to be incapable of performing their job assignment may be reassigned to other classifications within the Sheriff's Office. Prior to making such a reassignment, the

Employer will notify the Union and such reassignment may be subject to the Grievance Procedure. This language is not intended to interfere with an employee's right to apply for pension benefits.

- E. In the event an employee demonstrates an inability to perform the job functions of his/her assignment, the Employer shall have the right to evaluate the employee's capability of performing the job assignment by a physician. When, in the opinion of the Employer's physician, an employee is unable to perform his/her job assignment, the employee may, at his option, request an opinion from a physician of his/her choosing. In the event the opinion of the employee's physician conflicts with that of the Employer's physician, the two physicians shall select a third physician whose opinion shall be binding on the parties. Employees who are found to be incapable of performing their job functions may be reassigned to other classifications within the Sheriff's Office. Prior to any such reassignment, the Employee will notify the Union and the employee and such reassignment may be subject to the Grievance Procedure.

18.9: Residency. All employees will reside within forty (40) miles from the Sheriff's office.

18.10: State or Federally Funded Employees. All employees included in the bargaining unit which are there as a result of temporary state and/or federally funded programs will be laid off in accordance with the terms and conditions of this Agreement if such programs are discontinued. Such employees will be recalled in accordance with the provisions of this Agreement, provided, that such recall shall not be accomplished if it would result in violation of state and/or federal statutes or regulations.

18.11: Subcontracting. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person or non-unit employees if it would cause a layoff of any of its present employees in the division affected, excluding seasonal or temporary employees, in the bargaining unit at the date of this Agreement.

18.12: Severability. In the event that any provision of this Agreement shall at any time be declared by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the

event that any provision of this Agreement is held invalid as set forth in this section, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

18.13: Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement. It is not the intent of this clause to delete any of the established practices which are uniformly applied in the Department related to wages, hours and working conditions.

18.14: Undersheriff's Right to Revert. In the event the Undersheriff is not reappointed or resigns from the office for other than disciplinary reasons or misconduct and the Undersheriff was a member of the bargaining unit for a minimum period of four (4) years immediately prior to the appointment of the Undersheriff, he may revert to the former position held immediately prior to assuming the office of Undersheriff. In the event of such a reversion, the employee shall have accumulated seniority while serving in the position of Undersheriff.

18.15: Fitness and Agility. Employees who promote into the COAM unit will bring with them whatever fitness and agility program they were required to participate in the POAM unit.

18.16: Drug Testing. In an effort to provide a safer, drug-free workplace for employees, Crawford County Sheriff's Office has implemented a drug-testing program. All testing will be performed by a designated collection site and laboratory. Controlled substances testing will be done through urinalysis and will test for the following controlled substances metabolites.

1. Marijuana
2. Phencyclidine
3. Cocaine
4. Amphetamines
5. Opiates
6. Barbiturates

Testing will be done for current employees under the following circumstances:

Reasonable Suspicion testing: An employee will be subject to drug testing if a supervisor reasonably suspects that the employee has reported to work or is working impaired. Testing for reasonable suspicion must be based on:

1. The observations of a trained supervisor; or
2. Specific, clearly stated concerns about the officer's appearance, behavior, speech, or smell.

Post-Accident Testing: Any employee involved in a job-related accident with a motor vehicle or otherwise that resulted in serious injury or property damage shall be subject to drug testing.

Consequence of a Positive Test Result: The discipline process for any employee with a positive test under the reasonable suspicion testing or post-accident programs will be determined based upon the employee's past work history and may include termination from employment. Employees who test positive will be suspended without pay pending a disciplinary hearing.

Levels for determining whether a drug test is positive or negative are the same as those set by the Department of Transportation for Commercial Drivers. The following initial cutoff levels are used to determine whether tests are negative:

Marijuana metabolite.	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites.	300 ng/ml
Phencyclidine25 ng/ml
Amphetamine	1,000 ng/ml
Barbituates	300 ng/ml

*25 NG/ml if immunoassay specific for free morphine

Confirmation tests will be conducted with a positive result on any test. In some cases, a confirmation test will be sent to an outside laboratory for confirmation of results.

Opportunity to Justify a Positive Test Result: All employees shall have the opportunity to submit medical documentation that may support a legitimate use for a specific drug. The information will be reviewed by the Medical Review Officer, (MRO) of the testing laboratory to determine legitimacy. The MRO, or a representative of the MRO, will contact the employer of the decision as to whether the test is considered positive or negative.

Refusal to Submit, Failure to Appear or Tampering: Any employee, who refuses to be tested, fails to report for testing within 60 minutes of notification, or attempts to influence the test results will be considered insubordinate, subject to discipline as such.

Failure to Give Adequate Sample: Any employee who fails to provide a urine sample without valid medical explanation shall be considered to have a positive test and subject to discipline as such.

Confidentially and Access to Records: All Actions taken under the authority of this program will be administered in a fashion to maintain the confidentiality of the employee.

Results of all testing will be sent to the Sheriff or his designee, who will notify the employee of the results. In the event the results are positive, the employee will be notified immediately if on duty at the time of the notification. This is necessary in order to proceed with the discipline process.

Resources/Assistance: The Employer supports the prevention of substance abuse by its employees, and encourages employees with alcohol and other drug dependency problems to obtain assistance. Leaves of absence to obtain treatment may be obtained under the medical leave provisions of the appropriate collective bargaining agreement or other County procedures. Any employee who voluntarily admits to a use/abuse problem and seeks assistance through the Sheriff or his first time offender for alcohol abuse and prescription drug addition resulting of prior medical condition only, but will be subject to random testing as specified by the Sheriff for one year after successful completion of a rehabilitation program. A positive test result or continued abuse subsequent to said program, will subject the officer to any and all disciplinary actions up to and including termination.

18.17: Retirement Notification. Employees considering retiring from County employment will attempt to provide the employer at least 90 days advance notice in writing or their intent to retire.

18.18: Shift Trading: Shift trading will be governed by the following:

- A. Shift trade request forms must be completed without whiteout or erasure.
- B. Trades must be authorized in advance by an administrative officer and will not be unreasonably withheld.
- C. Trades are not routinely permitted across classification lines.
- D. Trades will not generate overtime, (i.e. a court appearance or other commitment that would have taken place during a scheduled work period cannot become an overtime "call-in" situation as a result of a trade. If a request of this type was approved, it is understood that the employee would fulfill

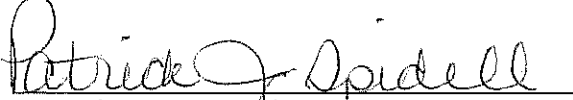
his/her responsibility at no additional cost to the department.)

- E. A trade may not result in temporary or probationary officers working together unless a regular, non-probationary officer or sergeant is working.
- F. If an officer who has agreed to work the shift of another officer does not appear, he/she may be held responsible, depending, of course, on the circumstances.
- G. Responsibility for keeping a record of time owed to one (1) employee by another will rest with the employees involved.

ARTICLE XIX
DURATION OF AGREEMENT

19.1: Termination. It is agreed between the parties that this Agreement shall continue in full force and effect from October 1, 2009 until 12:01 a.m. September 30, 2015. If either party desires to modify this Agreement, it shall give written notice within one hundred twenty (120) days of the expiration of this Agreement and negotiations for a new Agreement shall commence thirty (30) days after that date.

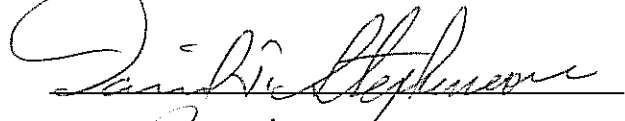


COMMAND OFFICERS ASSOCIATION
 OF MICHIGAN


 Patrick J. Spidell
 Business Agent

CRAWFORD COUNTY COMMAND
 OFFICERS ASSOCIATION



CRAWFORD COUNTY BOARD OF
 COMMISSIONERS

CRAWFORD COUNTY SHERIFF



APPENDIX "A"

Effective the first full pay period upon ratification, the following wage scale based on 2080 hours will be effective:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>3 Years</u>
Command Officer and Jail Command Officer	\$47,174 22.68	\$49,067 23.59	\$49,587 23.84

Lieutenants Payable in the 1st full pay period of January each year, lieutenants shall receive a lump sum payment of three percent (3%) above the respective sergeant rate.

Captains payable in the 1st full pay period of January each year, captains shall receive six percent (6%) above the respective sergeant rate.

Effective the first full pay period beginning on or after October 1, 2010, the following wage scale based on 2080 hours will be effective:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>	<u>3 Years</u>
Command Officer and Jail Command Officer	\$47,653 22.91	\$49,566 23.83	\$50,086 24.08

Lieutenants Payable in the 1st full pay period of January each year, lieutenants shall receive a lump sum payment of three percent (3%) above the respective sergeant rate.

Captains payable in the 1st full pay period of January each year, captains shall receive six percent (6%) above the respective sergeant rate.

Effective the first full pay period beginning on or after October 1, 2011, the following wage scale based on 2080 hours will be effective:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>	<u>3 Years</u>
Command Officer and Jail Command Officer	\$48,131 23.14	\$50,066 24.07	\$50,586 24.32

Lieutenants Payable in the 1st full pay period of January each year, lieutenants shall receive a lump sum payment of three percent (3%) above the respective sergeant rate.

Captains payable in the 1st full pay period of January each year, captains shall receive six percent (6%) above the respective sergeant rate.

Effective the first full pay period beginning on or after October 1, 2012, the following wage scale based on 2080 hours will be effective:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>	<u>3 Years</u>
Command Officer and Jail Command Officer	\$49,088 23.60	\$51,064 24.55	\$51,605 24.81

Lieutenant payable in the 1st full pay period of January each year, lieutenants shall receive a lump sum payment of three percent (3%) above the respective sergeant rate.

Captains payable in the 1st full pay period of January each year, captains shall receive six percent (6%) above the respective sergeant rate.

1. In Lieu of the Command differential increase the Union agrees not to seek an increase in vacation time for seven (7) years (October 1, 2013).

Both parties agree that upon the opening of the contract on or about 10/01/13 and for the purposes of that fiscal year, discussions/negotiations will be limited to wages and health care benefits for active employees only.

LETTER OF UNDERSTANDING

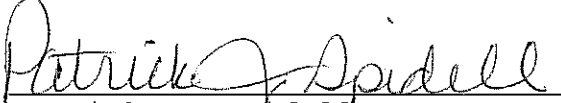
Re: HIV (Aids) Testing
Hepatitis B Series Shots

The Employer agrees that upon the request of an employee, the Employer shall pay the full costs for H.I.V. testing.

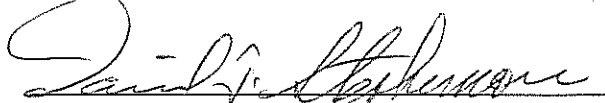
The Employer also agrees to make arrangements with the health department for administering the Hepatitis B series of shots and the HIV testing and to pay the associated costs.

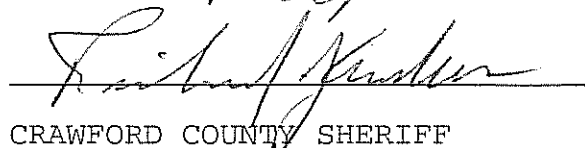
Dated this 4th day of NOVEMBER, 2010.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN


Patrick J. Spidell
Business Agent

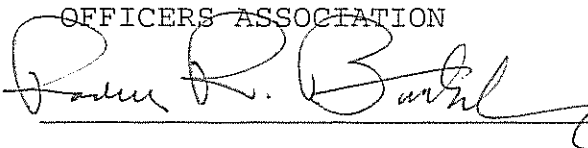
CRAWFORD COUNTY BOARD OF
COMMISSIONERS

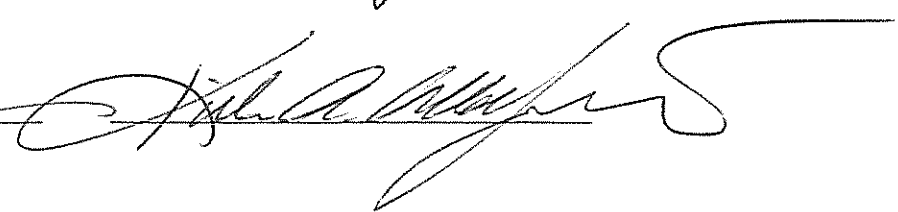




CRAWFORD COUNTY COMMAND
OFFICERS ASSOCIATION

CRAWFORD COUNTY SHERIFF





Letter of Understanding

Rank Separation

A supplemental payment will be made to recognize the added responsibilities of the specific rank held by command officers.

Lieutenant — 3% of the annual base wage of a Sergeant at the top step.

Captains - 6% of the annual base wage of a Sergeant at the top step.

This payment will be paid in prorated fashion if an individual receives promotion during the year and will be recouped if an individual leaves the position before the calendar year is complete. This payment will be paid during the 1st full pay in January for the fiscal year.

LETTER OF UNDERSTANDING

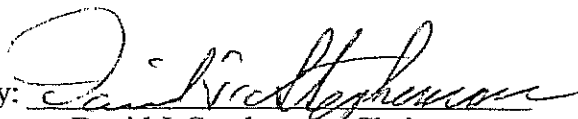
Between the Crawford County Board of Commissioners, Crawford County Sheriff and Command Officers Association of Michigan.

RE: Retiree Insurance Re-Enrollment (Proposed Section 15.2 (F))

There shall be no liability on the part of the Employer under this section if the retiree is otherwise eligible for coverage under another group insurance plan with substantially equivalent benefits. In the event that a retiree participates in another plan for which the retiree is eligible for equivalent benefits, the employer understands that, in the event the retiree's participation in the other plan is terminated, through no fault of the retiree, such retiree may be re-enrolled in the Crawford County Retiree Health Plan to which the retiree is entitled. This provision shall apply to all current and future applicable retirees.

Dated this 21st day of October, 2009

By:



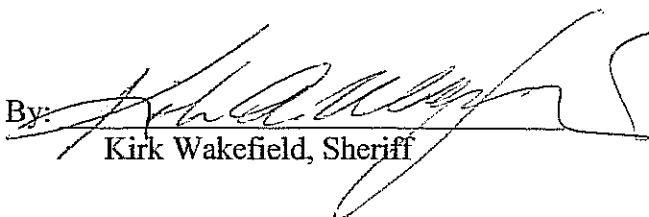
David J. Stephenson, Chair
Board of Commissioners

By:



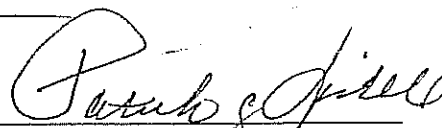
Randy Baerlocher, Negotiator

By:



Kirk Wakefield, Sheriff

By:



Pat Spidell, Business Agent