

AGREEMENT

BETWEEN

WEXFORD COUNTY BOARD OF COMMISSIONERS AND  
WEXFORD COUNTY SHERIFF

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)

Effective January 1, 2007 - December 31, 2010

## AGREEMENT

THIS AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, effective the 1st day of January, 2007, by and between the WEXFORD COUNTY BOARD OF COMMISSIONERS and the WEXFORD COUNTY SHERIFF, together hereinafter referred to as the "Employer", and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union".

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the County, the Sheriff, and employees in the bargaining unit covered by this Agreement.

The parties recognize that the interest of the community and the job security of the employees depend upon the County and the Sheriff's success in establishing a proper service to the community.

To these ends, the County, the Sheriff, and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

## ARTICLE I RECOGNITION

1.1: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for all employees employed in the Wexford County Sheriff Department in the following described unit:

All full-time and regular part-time Act 312 eligible employees employed in the Wexford County Sheriff's Department holding the classifications of road sergeant, detective sergeant, detective corporal, road corporal, deputy, dispatcher, MCOLES certified marine-snowmobile officers and MCOLES certified process servers; BUT EXCLUDING the Sheriff, Undersheriff, all supervisory employees with the rank of lieutenant, correctional sergeants, correctional officers, non-certified marine-snowmobile officers, non-certified civil process, animal control, cooks, department assistants and secretaries, confidential, temporary and seasonal employees, and all other employees.

1.2: Definitions and Employee Coverage. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee. A full time employee is an employee who is working at least eighty (80) hours per fourteen (14) day work period on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee. A regular part time employee is an

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employee who is working at least forty (40) but less than eighty (80) hours per fourteen (14) day work period on a regular basis in a job classified by the Employer as permanent.

Irregular Employee. An irregular employee is an individual not included within the above definitions of full time or regular part-time employee who is working on any other basis, including temporary, casual or seasonal.

In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Union prior to the effective date of the change in status. An individual employed in the position of Marine-Snowmobile Officer who is a fully certified law enforcement officer and works sufficient hours to be a full time or regular part time employee shall be considered to be covered by this Agreement, even if the anticipated period during which the position will be filled would otherwise make it a seasonal position.

## ARTICLE II REPRESENTATION

2.1: Stewards. Bargaining unit employees covered by this Agreement shall be represented by a Steward and an Alternate Steward, both of whom shall be permanent full-time employees with a minimum of two (2) years seniority. The Union will furnish the Employer with the names of its Steward and Alternate Steward who are employed within the bargaining unit and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which the Employer may be dealing.

2.2: Reporting. The Steward, or the Alternate Steward in the Steward's absence, may, during regular working hours and without loss of time or pay, present, in accordance with the terms of this Agreement, grievances for employees covered by this Agreement, upon having received permission from his supervisor to do so. The Steward shall return to his job as promptly as possible and upon his return shall immediately report to the Sheriff or his designated supervisor. The Steward or Alternate Steward may be required to record time spent in processing grievances. All such Stewards will perform their regularly assigned work at all times, except when it is necessary to process grievances as provided under this Agreement. A Steward who is assigned to road patrol or other duties which require services outside the Sheriff Department facilities shall perform his function in a manner which does not require his return to the Sheriff Department facilities for the sole purpose of performing representation functions, except in instances of disciplinary suspensions and discharges, provided, however, in no case shall his return to the Department be permitted during emergency or critical situations.

2.3: Union Access. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk for a reasonable time with the Stewards of the bargaining unit or representatives of the Employer concerning matters covered by this Agreement. Advance notification of such visits shall be provided to the Employer whenever reasonably possible. Stewards participating in such discussions must obtain permission from their immediate supervisor before leaving their duties and shall report to their supervisor upon conclusion of the discussion.

ARTICLE III  
UNION SECURITY AND CHECK-OFF

3.1: Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.2, thirty-one (31) days after the start of their employment with the Employer or the execution date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members.

3.2: Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union.

3.3: Payroll Deduction for Union Dues.

- A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or, if applicable, a service fee equivalent to periodic monthly dues uniformly levied in accordance with the Constitution and the By-Laws of the Union from each employee covered by this Agreement who executes and files with the County Clerk a proper checkoff authorization form.
- B. Individual authorization forms shall be furnished by the Union and, when executed, filed by it with the County Clerk's office.
- C. Deductions shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this Section.
- D. A properly executed copy of the written checkoff authorization form for each employee for whom Union membership dues and initiation fees or, when applicable, the service fee equivalent to periodic monthly dues are to be deducted hereunder shall be delivered to the County Clerk before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the County Clerk.
- E. All authorizations filed with the County Clerk's office prior to the fifteenth (15th) of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the dues and/or initiation fee or the service fee equivalent to periodic monthly dues, whichever is applicable. An authorization

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filed thereafter shall become effective with the first (1st) paycheck following the filing of the authorization. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of each month.

- F. In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
- G. The Union shall notify the County Clerk in writing of the proper amount of Union membership dues and initiation fees and the service fee equivalent to periodic monthly dues and any subsequent changes in such amounts. The Employer agrees to furnish the Secretary-Treasurer of the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.
- H. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.
- I. The Employer shall not be responsible for Union membership dues, initiation fees, or service fees while an employee is on an unpaid leave of absence, in layoff status, or after an employee's employment relationship has been terminated.
- J. The Employer shall not be liable to the Union or its members or the employees it represents for any dues once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by United States mail.
- K. The Employer's sole obligation under this Section is limited to the deduction of Union membership dues and initiation fees and, where applicable, service fees. If the Employer fails to deduct such amounts as required by this Section, it shall deduct such amounts upon discovery of the error, but its earlier failure to do so shall not result in any financial liability whatsoever.

3.4: Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees provided herein or by reason of action taken by the Employer pursuant to Section 3.1, Agency Shop.

ARTICLE IV  
EMPLOYER RIGHTS

4.1: Rights. The Employer retains and shall have the sole and exclusive right to manage and operate the Wexford County Sheriff Department in all of its operations and activities through its duly elected or appointed representatives. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods,

procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities, departments, and their location; to establish classifications of work and the number of personnel required; to direct and control its operations; to study and use improved methods and equipment and assistance from non-employee sources; and in all respects to carry out the ordinary and customary functions of the Employer. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, and discharge for just cause, layoff and recall personnel; to adopt, modify, change, or alter its budget; to determine the location of work assignments and related work to be performed; to establish reasonable work rules and policies and penalties for violation thereof; to make judgments of ability and skill; to establish and change work schedules; to provide and assign relief personnel, provided, however, that the rights set forth in this Section shall not be exercised in violation of any specific provision of this Agreement, and, as such, they shall be subject to the Grievance and Arbitration Procedures established herein.

#### ARTICLE V GRIEVANCE PROCEDURE

5.1: Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee covered by this Agreement or the Union concerning the application or interpretation of this Agreement as written. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance". The Union shall identify in writing, no later than Step 2 of this Procedure, the names of all individuals affected by a "group grievance", and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named.

5.2: Grievance Procedure. All grievances shall be handled in the following manner:

- A. Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with the employee's Lieutenant, or designated representative, within five (5) days from the time of the occurrence of the events giving rise to the complaint or within five (5) days following the date the employees should first reasonably have known of the events giving rise to the complaint. If requested by the employee, the Steward shall be present. A request for the Steward to participate in the discussion shall be made by the employee to the Lieutenant or designated representative, who shall make proper arrangements as soon as possible. The Lieutenant, or designated representative, will give an oral answer to the complaint within five (5) days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this matter.
- B. Step 2. Written Procedure. If the complaint is not satisfactorily settled at Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within five (5) days from the time of the oral answer. The written grievance shall adequately set forth the facts giving rise to the complaint including the Section or Sections of this

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Agreement in dispute, and shall be signed by the employee or the Steward. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the Sheriff, or designated representative. The Sheriff, or designated representative, the employee involved, and the Steward if requested by the employee, may discuss the grievance. A request for the Steward to participate in the discussion of a grievance shall be made by the employee to the Sheriff, or designated representative, who shall make proper arrangements as soon as possible. The Sheriff, or designated representative, shall place a written disposition upon the grievance within ten (10) days and return it to the Steward.

- C. Step 3. Written Procedure. If the grievance is not satisfactorily settled at Step 2, Written Procedure, the Steward may appeal the Sheriff's decision by delivering to the County through the County Administrator's office a written request for a meeting concerning the grievance within ten (10) days following receipt of the Sheriff's written disposition of the grievance. A copy of this written request shall be provided to the Sheriff. Within fifteen (15) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Steward. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the fifteen (15) day period, it shall be scheduled for a date mutually convenient for the parties. The County Administrator, or designated representative, shall place a written disposition on the grievance within fifteen (15) days following the date of this meeting, and return it to the Steward.

5.3: Grievance Form. The grievance form has been mutually agreed upon by the Employer and the Union.

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. In computing days under the Grievance Procedure, Saturday, Sunday, and holidays recognized under this Agreement shall be excluded.

5.6: Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during his regular working hours while pursuing the Grievance Procedure, provided, however, the Employer reserves the right to revoke this benefit if this privilege is being abused. Revocation shall not occur, however, until after the Employer has notified the Union in writing of this abuse, and, after discussion between the Union and Employer, the abuse has not been corrected within a designated period of time.

5.7: Grievance Resolution. All grievances which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the Chairman of the Personnel Committee of the Wexford County Board of Commissioners, or designated representative, at the

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Personnel Committee's next regularly scheduled meeting before they shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which grievances are referred to the Personnel Committee under this Section. If the resolution of a grievance is not approved, the Union shall have fifteen (15) days following receipt by the Steward of notice of the Personnel Committee's action to resubmit the grievance at Step 3 in the Grievance Procedure. A copy of such notice shall also be mailed to the Union's Business Representative. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn.

5.8: Alternate Employer Representative. In the event that the Sheriff shall designate a representative other than the named representative to function at the respective steps of the Grievance Procedure, the Union shall be notified in writing of such designee.

5.9: Grievance Settlements. With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be binding upon the Union and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

ARTICLE VI  
ARBITRATION

6.1: Notice of Arbitration. If the grievance is not satisfactorily resolved at Step 3 of the Grievance Procedure, the Union may request arbitration by notifying the Employer in writing within thirty (30) days after receipt of the Employer's answer in Step 3 or within thirty (30) days following the date the Employer's Step 3 answer was due. In all cases, the Union must request a panel of arbitrators no later than fourteen (14) days following its notification to the Employer that it intends to arbitrate. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

6.2: Selection of Arbitrator. If, pursuant to the Grievance and Arbitration Procedures established in this Agreement, a timely request for arbitration is filed by the Union, the parties shall, within fourteen (14) calendar days from receipt of notice for arbitration, select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, and legal counsel.

6.3: Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the



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application and interpretation of this Agreement as written. The arbitrator shall be at all times governed 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 before the arbitrator, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing. Further, no award of back wages under this Agreement shall exceed the amount of earnings the employee would have otherwise earned by working for the Employer, less any and all compensation received, including unemployment compensation, by the employee from any other sources.

6.4: Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement.

#### ARTICLE VII SPECIAL CONFERENCES

7.1: Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. No more than two (2) representatives of the Employer and two (2) employee representatives of the Union shall attend such conferences. Non-employee representatives may be present if requested by either party. If possible, such conferences shall be scheduled within ten (10) days following the request for a conference. The Employer agrees to pay for all reasonable time lost by the Union's employee representatives during their regular working hours while attending such conferences. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement.

ARTICLE VIII  
WORK STOPPAGES

8.1: No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, sympathy strike, picketing of the Employer's buildings, offices or premises, slow-down, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full faithful, and proper performance of their duties, or engage in any other acts that interfere in any manner or in any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or any other location where employees covered by this Agreement are expected to work. This Section shall not preclude appeal to the public in other legitimate ways which are not inconsistent with this Section.

8.2: Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 8.1 shall be subject to such disciplinary action as the Sheriff deems appropriate, up to and including discharge. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 8.1.

ARTICLE IX  
DISCIPLINE

9.1: Disciplinary Action. The Sheriff shall not discipline, discharge nor suspend any non-probationary employee except for just cause. Employees shall be advised of the charges against them and provided with an opportunity to discuss these charges prior to the implementation of a decision to discharge or suspend an employee.

9.2: Suspension Pending Investigation. The Sheriff may suspend an employee pending investigation up to thirty (30) days if needed to complete the investigation due to the unavailability of witnesses or other evidence. If the investigation fails to disclose that the employee committed the alleged offense, he shall not suffer any loss of pay or benefits while on suspension. The time limits provided for in the Grievance Procedure shall not begin to run, nor shall any grievance be processed or filed until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation.

9.3: Expedited Grievance. Should an employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance shall, within three (3) calendar days following the suspension or discharge, be processed initially at Step 3 of the Grievance Procedure.

9.4: Leaving Premises. A discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.

9.5: Record. An employee who maintains an offense-free record for a period of one (1) year shall have all prior minor offenses removed from his record for purposes of subsequent disciplinary action.

## ARTICLE X SENIORITY

10.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Wexford County Sheriff's Department commencing from his last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Wexford County Sheriff's Department. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surname. The application of seniority and classification seniority shall be limited to the preferences specifically recited in this Agreement.

10.2: Probationary Period. All new full time and regular part time employees shall be considered to be on probation and shall have no seniority or classification seniority for a period of two thousand eighty hours (2080) of time worked, after which time their seniority and classification seniority shall be retroactive to their last date of hire. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. The Union shall represent probationary employees for the purpose of collective bargaining with respect to all other conditions of employment as set forth in this Agreement. There shall be no seniority or classification seniority among probationary employees.

10.3: Seniority List. The Employer shall maintain a current seniority list by classification showing each employee's seniority and classification seniority dates. An up-to-date copy of the seniority list shall be furnished to the Union upon execution of this agreement and at such times as the Employer makes changes to the seniority list.

10.4: Loss of Seniority. An employee's seniority and classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

- A. He quits or resigns;
- B. He is discharged or terminated;
- C. He retires;
- D. He has been on layoff or sick leave of absence status, including a sick leave compensable under any Workers' Compensation Act, for a period of time equal to his seniority at the time of his layoff or sick leave or twenty-four (24) months, whichever is less;

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- 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 other arrangements are reasonably agreed upon;
- F. He is absent from work for three (3) consecutive days, unless a satisfactory reason for such absence is given;
- G. He is convicted of, or pleads nolo contendere to, a felony;
- H. He makes an intentionally false and material statement on his employment application, on an application for leave of absence, or on any other official report used for police purposes;
- I. He fails to notify the Employer for three (3) consecutive working days that he will not be reporting for work, unless a satisfactory reason for such failure to notify is given.

10.5: Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority and classification seniority while on all approved leaves of absence unless otherwise specifically provided in one of the Leave of Absence Sections in this Agreement. Benefits such as 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.

10.6: Temporary Employees. It is mutually understood and agreed that the Employer shall continue its practice of using part-time and seasonal employees to supplement and augment its normal work force, provided, however, that the use of such employees shall not deprive full time employees covered by this Agreement of overtime opportunities.

10.7: Permanent Transfers. An employee may be permanently transferred by the Sheriff from one classification to another if the employee consents to the transfer or if it is reasonably necessary for the needs of the Department or for medical or safety reasons.

10.8: Temporary Assignments. The Sheriff reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular job to another job, based upon the needs of the Department and the employee's classification seniority and his ability to perform the required work. If the position to which the employee is temporarily transferred is at a higher rate of pay the employee shall receive twenty-five (.25) cents above the straight time hourly rate of pay he is currently earning for the duration of the temporary assignment. Temporary assignments shall in no case exceed six (6) months in duration.

10.9: Transfer to Non-Bargaining Unit Position. Any employee covered by this Agreement who is transferred or promoted from a classification covered by this Agreement to a supervisory or other position within the Sheriff Department which is not included within this Agreement shall retain their seniority and classification seniority as of the date of such transfer or promotion, but shall not accumulate any additional seniority, unless otherwise provided by this Agreement. The Employer reserves the right to determine whether or not an employee returns to the bargaining unit. Should an

employee be returned to the bargaining unit, his retained seniority shall be reinstated upon the date of his return, and he shall thereafter begin to accumulate seniority again.

ARTICLE XI  
LAYOFF AND RECALL

11.1: Layoffs. When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall lay off employees in the following order:

- A. The first employee or employees to be laid off shall be temporary and/or irregular employees (if any) in the particular job classification affected by the layoff.
- B. The next employee or employees to be laid off shall be part time employees (if any) by inverse order of classification seniority in the particular job classification affected by the layoff.
- C. The next employee or employees to be laid off shall be probationary full time employees in the particular job classification affected by the layoff.
- D. Further layoffs from full time employees of the affected classification shall be accomplished by the inverse order of classification seniority; provided, however, that the remaining senior employee or employees have the necessary qualifications, skill, ability and experience to perform the remaining required work.

Whenever practicable, the Employer agrees to give five (5) calendar days advance notification of layoff and, if known, the anticipated duration of the layoff.

11.2: Displacement Rights After Layoff. Employees with seniority who are laid off shall be entitled to displace the least senior employee in any job classification covered by this Agreement whose start rate is less than or equal to the start rate of their present classification under the following conditions.

- A. The laid off employee has greater seniority than the employee to be displaced.
- B. The laid off employee presently has the necessary qualifications skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.
- C. The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoffs.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification, and shall be paid at the step on the wage progression in their new classification that they were on in their old classification.

11.3: Recall. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the

required work.

11.4: Recall Procedure. When employees are to be recalled from lay-off, the following procedures shall be followed:

- A. The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.
- B. Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within forty-eight (48) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.
- C. Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer, or unless they have been provided less than ten (10) days advance notice.

11.5: Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number, and the current names of their dependents. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number, and the names of their dependents as soon as possible after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number, and the names of their dependents, as reflected in the Employer's files, for all purposes involving the employee's employment.

11.6: Lay-off Disputes. All grievances concerning layoff or displacement rights must be filed within five (5) working days from the date of notification of the layoff or displacement and shall be processed initially at Step 3 of the Grievance Procedure.

11.7: Layoff of Steward. The Union's steward shall be subject to the layoff provisions of this Agreement in accordance with his actual seniority and classification seniority; provided, however, that to assist in the administration of this Agreement, the steward shall be deemed to have sufficient seniority to allow retention of a job within a classification covered by this Agreement, though not necessarily a job in his present classification. In order to be eligible for this special seniority, the steward must first exercise displacement rights under Section 11.1 in accordance with his actual seniority, since such special seniority may only be used in instances where the steward lacks sufficient actual seniority to continue in a job classification covered by this Agreement.

ARTICLE XII  
LEAVES OF ABSENCE

12.1: Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leave of absence unless agreed to by the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

12.2: Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement.

12.3: Personal Leave. An employee may be granted a personal leave of absence by the Sheriff. A request for a personal leave of absence shall be in writing and signed by the employee, whenever possible. Authorization or denial of a personal leave of absence request shall be furnished to the employee in writing by the Employer within seven (7) calendar days of the request. The Sheriff's decision to grant or deny a personal leave of absence will not be subject to Arbitration unless his decision is arbitrary, capricious, and without any basis in fact whatsoever.

12.4: Disability Leave. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a supplemental disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. During a disability leave, an employee shall receive paid sick leave under Section 12.11: Paid Sick Day and sickness and accident insurance payments under Section 16.6: Sickness and Accident Insurance, but otherwise the leave shall be without pay or benefits except as provided in Section 16.6: Continuation of Insurance Premium Payments. This disability leave will continue for the period of the employee's disability; provided however, that an employee may not be on a disability leave for a period of more than twenty-four (24) consecutive months or the length of the employee's seniority, whichever is lesser. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at its cost, and, if appropriate, require the employee to take a leave of absence under this Section. Employees are required to notify the Employer of any condition which will require a leave of absence under this section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work, and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must



present a physician's certificate establishing to the Employer's satisfaction that the employee is medically able to perform the employee's job.

12.5: Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training. Employees shall not be required, but may be permitted, to take their vacations during the period of their Military Training or Emergency Duty Leave. However, as a general rule, employees will not be permitted to take their vacation leave immediately prior to or following reserve duty leave.

12.6: Jury Duty Leave. Non-probationary employees summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as juror when he otherwise would have worked, he shall receive the difference between his straight time regular rate of pay, exclusive of all premiums, for eight (8) hours and the amount he receives from the Court for a maximum of thirty (30) workdays in any one (1) calendar year. In order to receive jury duty pay, an employee must: (1) give the Sheriff advance notice of the time that he is to report for jury duty; (2) give satisfactory evidence that he served as a juror at the summons of the Court on the day that he claims such pay; and (3) return to work promptly if, after he is summoned by the Court, he is excused from service.

12.7: Personal Days. Full time non-probationary employees covered by this Agreement shall be allowed a maximum of three (3) personal days (i.e. 32 hours for persons on eight hour shifts or 36 hours for persons on twelve hour shifts) leave of absence with pay each calendar year. All requests for a personal day leave of absence must be made to the Sheriff or his designee seven (7) calendar days in advance of the date requested, whenever possible, and the Employer will make every effort to notify the employee on the same day the request is made regarding whether the request is granted and, in any event, no later than three (3) calendar days following the request. The number of personal days to be taken at any one time shall be determined by the Sheriff in his sole discretion. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. Personal days shall not accumulate from year to year and will have no monetary value upon separation from employment with the Employer for whatever reason.

12.8: Funeral Leave. An employee shall be granted up to three (3) consecutive days leave to attend the funeral for a death which occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his straight time regular rate of pay for such time lost for the funeral leave. "Immediate Family" shall mean the employee's spouse, children, mother, father, sister, brother, grandparents, grandchildren, stepchildren, stepmother, stepfather, father-in-law, mother-in-law, sister-in-law, brother-in-law, the grandparents of an employee's spouse, and the spouse(s) of the employee's natural children. An additional one (1) consecutive days leave will be granted if the funeral for the member of the "immediate family" involved is held at a location outside the State of Michigan. Such additional time will be without pay. In instances where the burial is on a date different from the funeral, the days may be split to allow attendance at both the funeral and the burial.

12.9: In-Service Training Leave. The Employer recognizes the advantage of training for the employees of the Sheriff Department. Employees who are assigned for schooling and training by the Sheriff shall be paid at their straight time regular rate of pay, which shall not be included in determining the hours actually worked for purposes of overtime pay. The Sheriff shall determine in their discretion the number of employees to be granted in-service training leave. As a general rule, no more than one (1) employee will be permitted such training leave at any time, and the timing of such shall be the sole prerogative of the Sheriff. An itemized statement of expenses shall be furnished by the employee before any reimbursement of the costs and expenses of such training leave will be allowed by the County Board of Commissioners. The Employer shall either provide transportation to the assigned school or, if the employee uses his own personal automobile, pay reasonable mileage expenses at a rate of not less than at current County policy per mile, provided, however, the Employer will not be obligated to either provide transportation or pay mileage expenses if such training takes place within a thirty (30) mile radius from the city limits of the City of Cadillac.

12.10: Union Leave. The Employer agrees to grant a maximum total of four (4) paid days leave of absence each year under this Agreement to be used for Union business by the president or vice-presidents. Such Union leave, however, shall not be taken if the absence of the Union representative would unreasonably interfere with the services required to be performed as determined by the Sheriff. Request for such leave shall be given to the Sheriff in writing within ten (10) days in advance, if possible, of the time requested for such leave. Additional non-paid leaves of absence for Union business may be granted at the discretion of the Sheriff.

12.11: Paid Sick Days. Employees covered by this Agreement shall earn and be granted sick days with pay under the following conditions and qualifications:

- A. On December 1st of each year, following completion of twelve (12) months employment, each full time employee shall be credited with six (6) sick days. In their first (1st) year of employment, full time employees will be credited with six (6) sick days upon completion of their one (1) year probationary period and paid on a pro rata basis pursuant to subsection (F) for any sick days not used between their first (1st) anniversary date of hire and the following December 1st. Paid sick days may not be utilized in advance of the date they are credited.
- B. One (1) day of sick day credits shall equal eight (8) hours at the employee's straight time regular hourly rate of pay when he takes sick days.
- C. An employee may utilize his sick day allowance when he is incapacitated for the safe performance of his duty due to illness or injury.
- D. The Sheriff may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick day benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause

for discipline, up to and including dismissal.

- E. Paid sick days shall not accumulate from December 1st of any year to December 1st of any other year or be "carried over" in any manner and will have no monetary value upon separation from employment with the Employer for whatever reason.
- F. On November 30 of each calendar year, all unused sick leave days shall be multiplied by the employee's straight time rate of pay as of that date, and one hundred percent (100%) of that amount shall be paid to the employee in the first (1st) pay period in December following that November 30th date.

12.12: Workers' Compensation Supplemental Payments. When a non-probationary employee covered by this Agreement takes sick leave because he has sustained an occupational injury or illness compensable under the Workers' Compensation Law of the State of Michigan, the Employer will make biweekly payments to the employee which, when combined with his statutory workers' compensation benefit, will give the employee a total combined benefit equal to his net regular bi-weekly pay. These payments are intended to supplement the employee's statutory benefit and are not meant as a program of wage continuation. Accordingly, the Employer's obligations under this Section shall not, in any circumstances, be increased beyond the difference between the employee's anticipated statutory benefit and the employee's net regular bi-weekly pay. Further such supplemental payments shall commence with the initial payment received by the employee from the Employer's insurance carrier and shall end no later than six (6) months thereafter for any single injury unless a reinjury of a previously compensable injury or illness occurs after the employee has returned to work for one (1) year. The Employer will pay the first fourteen (14) days without charge to sick leave, to be reimbursed if later paid by workers' compensation.

12.13. Family and Medical Leave. Employees who have been employed for a least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 work weeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

For purposes of leaves under subparagraphs (C) and (D) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care (i.e., an overnight stay) in a hospital, hospice,

or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Employees desiring leaves of absence under this section shall provide written notice to their supervisor setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. Employees must utilize all available paid leave prior to going on unpaid leave, and may be required to provide medical certification of the need for the leave. The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act which statute and regulation shall supersede any section or provision noted above which is in conflict.

#### ARTICLE XIII HOURS OF WORK

13.1: Workday. An employee's normal workday shall consist of eight (8) consecutive hours, excluding five (5) minutes prior to the start of an employee's shift for reporting time. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift.

13.2: Work schedule. The work schedule and starting and quitting times for any and all shifts shall be established by the Sheriff and posted thirty (30) days in advance whenever possible. It is expressly understood that an employee's work schedule and his shift may be changed where operating conditions warrant such change. An employee's regular shift may have variable starting times or be scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one (1) shift and the start of another. Employees will receive twenty-four (24) hours advance notice prior to any shift change, except in emergency situations where circumstances beyond the control of the Employer prevent such notice from being given. Schedule and shift changes intended to last longer than thirty (30) days shall be a subject for a Special Conference in accordance with Section 7.1, and the Steward shall be given, if possible, five (5) days' advance notice. In the event that employees are placed on a fixed (non-rotating) shift, employees will be permitted to bid for shifts based upon classification seniority as of January 1st and July 1st of each year.

13.3: Lunch Period. Employees shall receive up to one-half (½) hour without loss of pay for the purpose of eating lunch. Coffee breaks may be taken as duty permits. Employees assigned to work at the Sheriff Department facility are not to leave their work station without permission during their lunch period and are expected to interrupt their lunch period to conduct the Department's business whenever necessary.

13.4: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime other than of an emergency nature must be authorized by the Sheriff or his designated supervisor. Insofar as practicable, scheduled overtime opportunities will be rotated among employees within the same classification on a reasonably equal basis. If an employee has special skills or knowledge which are not shared by other employees within the same classification,

such employee shall be considered an exception to the agreement to rotate overtime on a reasonably equal basis. When an employee is offered overtime, but is excused and does not work, or when an employee is absent, unless such absence is due to a paid leave of less than thirty (30) days duration, he shall be credited with the overtime hours for purposes of reasonable equalization. The rotation of overtime opportunities shall be started over again upon completion of each twelve (12) month period under this Agreement. Imbalance in overtime beyond reasonable equalization shall be adjusted by giving the employees affected the first opportunity for overtime in order to achieve reasonable equalization.

13.5: Premium Pay.

- A. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked within a tour of duty in which the aggregate number of hours exceeds eighty (80) hours, excluding five (5) minutes reporting time per day worked, in a period of fourteen (14) consecutive days, or if a tour of duty of less than fourteen (14) days is established by the Sheriff, the aggregate number of hours in such tour of duty which bears the same ratio to the number of consecutive days within the worked period as eighty (80) hours bears to fourteen (14) days.
- B. An employee's straight time regular rate of pay shall be determined by dividing his annual salary by 2,080 hours.
- C. To be eligible for premium pay under subsection (A) of this Section, an employee must have worked all of his scheduled hours in a normal workweek unless excused for one of the following reasons:
  - 1. Illness or injury supported by a physician's statement, if required by the Employer;
  - 2. Death in the employee's immediate family;
- D. There shall be no pyramiding or duplication of premium pay.

13.6: Off-Duty Time and Call-Back Pay. Employees required to work on their day off shall receive three (3) hours pay at their straight time regular rate of pay or time and one-half (1-1/2) their straight time regular rate of pay for all time actually worked, whichever is greater. An employee called back to work after completing his regular eight (8) hour shift, other than for the purpose of scheduled shift changes, and after leaving the Employer's property shall be paid a minimum of two (2) hours pay at time and one-half (1-1/2) his straight time regular rate of pay. This section shall not apply to employees who are called in to begin work prior to the start of their regular shift and who work continuously into their shift, provided the employee is permitted to work his scheduled hours of work for that day.

13.7: Trading Shifts. Employees may trade shifts only with the approval of the Sheriff or the employee's designated supervisor. It is the responsibility of the employees to ensure that all traded shifts are made up, and the Employer shall have no obligation or responsibility to ensure that traded shifts are made up.

13.8: Moonlighting. No employee shall work at other employment which will be a

conflict of interest or impair his performance. Employees shall not wear the Department uniform unless they are working for or under the direction of the Employer. Violation of the provisions of this Section shall constitute just cause for discipline, up to and including discharge. Prior written approval of the Sheriff is necessary. Approval shall not be unreasonably withheld.

13.9: Union Activities. There shall be no Union activities during working hours, unless permitted by this Agreement or otherwise authorized by the Employer.

ARTICLE XIV  
HOLIDAYS

14.1: Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

- |                        |                           |                  |
|------------------------|---------------------------|------------------|
| New Year's Day         |                           | Veteran's Day    |
| Martin Luther King Day |                           | Thanksgiving Day |
| President's Day        | Friday after Thanksgiving |                  |
| Memorial Day           |                           | Christmas Eve    |
| Independence Day       |                           | Christmas Day    |
| Labor Day              |                           | New Year's Eve   |

The Employer shall endeavor to schedule as many employees as possible off work on holidays, but it is understood that employees may be required to work on holidays in accordance with the Employer's scheduling determination.

14.2: Holiday Eligibility. Eligibility for holiday pay is subject to the following conditions and qualifications:

- A. The employee must work his scheduled hours on the Employer's last regularly scheduled workday before the holiday and on the Employer's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer.
- B. The employee must be on the active payroll as of the date of the holiday. For purposes of this section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, while receiving workers' compensation for more than twelve (12) consecutive months, or on a disciplinary suspension, provided such discipline is not reversed through the procedures set forth in this Agreement.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

14.3: Holiday Celebration. When New Years Day and Christmas Day fall on a Saturday, they will be celebrated on the preceding Friday and Christmas Eve and New Years Eve will be celebrated on the preceding Thursday. Whenever Christmas Eve, New Years Eve or Independence Day fall on a Saturday, they will be celebrated on the preceding Friday. When Christmas Day, New Years Day or Independence Day fall

on a Sunday, they will be celebrated on the following Monday. When Christmas Eve and New Years Eve fall on a Sunday, they will be celebrated on the following Monday and Christmas Day and New Years Day will be celebrated on the following Tuesday. This Section shall apply only to employees whose normal schedule of work is Monday through Friday, and those employees working on other schedules will celebrate the holiday on its actual date.

14.4: Holiday Pay. All permanent, full time employees covered by this Agreement shall be issued a check for eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums for each holiday that the employee is eligible. Holiday pay shall be paid on a prorata basis to eligible employees in the first (1st) paycheck in the months of July and December of each year in a paycheck separate from the employee's normal wages. This payment shall be for the number of recognized holidays set forth in section 14.1 to which the employee was entitled during the seven (7) month period immediately preceding July 1st and the five (5) month period immediately preceding December 1st, respectively, of that year.

14.5: Time and one-half (1-1/2) shall be paid for all hours worked on a holiday in addition to holiday pay as provide in 14.4. Only employees working shifts in which the majority of their actual scheduled hours occurs on the holiday shall receive the holiday premium for the entire shift. In no event shall any employee be eligible for more than twelve (12) hours of holiday premium pay for any one holiday.

14.6: Holiday During Vacation. In the event that a holiday should occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday but no additional time off shall be granted.

ARTICLE XV  
VACATIONS

15.1: Vacation. All full time employees with the required seniority on their anniversary date of hire each year and who shall have worked during the period establishing his or her vacation eligibility as set forth below shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement:

<u>Seniority Required</u>	<u>Hours Pay</u>	<u>Time Off</u>
1 year	80	10 workdays
5 years		120 15 workdays

Effective upon ratification in 1999, bargaining unit members shall receive:

<u>Seniority Required</u>	<u>Hours Pay</u>	<u>Time Off</u>
12 years		160 20 workdays
20 years		200 25 workdays

15.2: Vacation Eligibility. In order to be eligible for full vacation benefits, an employee

must have worked for the Employer during the immediate one (1) year period preceding the anniversary of his date of hire a total of at least 1,500 straight time hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay on the basis of his hours actually worked according to his length of service in accordance with the following schedule, provided he works a minimum of five hundred (500) hours.

<u>Number of Hours</u>	<u>Percentage of Vacation Pay</u>
500-599	30%
600-749	40%
750-899	50%
900-1,049	60%
1,050-1,199	70%
1,200-1,349	80%
1,350-1,499	90%

### 15.3: Vacation Scheduling.

- A. Employees may schedule time off for their vacation during the twelve (12) months following their vacation determination date each year upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of the Department and the Sheriff's obligations to the public generally.
- B. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested. If an employee does not submit a vacation request, the Sheriff may assign a vacation period to the employee equivalent to the amount of the employee's available paid leave. Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Sheriff. Vacation leaves can be "coupled", either at the beginning or the end of the vacation period, with an employee's "pass days". Conflicts in vacation requests between employees within a particular classification shall be resolved by giving preference to the employee with the greatest classification seniority, provided a senior employee who has not submitted his request by March 1st of each year shall not displace a junior employee who has done so or a junior employee who has submitted his request after March 1st but prior to the senior employee's request. In all circumstances, requests for vacation time off in a "block" of five (5) days shall take precedence over requests for vacation time for a shorter period. A maximum of five (5) days vacation time may be carried over into the following year, provided, however, such carry-over vacation time may not be accumulated from year to year.
- C. If an employee's scheduled time off is canceled by the Sheriff, the employee is expected to make a reasonable effort to utilize his available vacation time off prior to the employee's next anniversary date of hire. Should the employee be unable to reduce his earned vacation time to the amount of allowed accumulation set forth in



this Section, he shall be paid for the days in excess of five (5) carry-over vacation days. This payment shall be made in the first (1st) pay period following the employee's anniversary date of hire occurring after the Sheriff's cancellation and shall be at the rate of pay the employee was earning on the day immediately preceding such anniversary date of hire.

15.4: Pass Days. If an employee's regular "pass day" falls within his vacation period, such "pass day" shall not be counted as a day of that employee's vacation leave.

15.5: Vacation Basis. Vacation pay will be computed at the straight time regular rate of pay an employee is earning at the time he takes vacation leave.

15.6: Benefit on Termination. Employees who leave the employ of the Employer prior to their anniversary date of hire in any calendar year will not be eligible for vacation pay, provided, however, that employees who leave the Employer's service for a first (1st) entry into military service or who terminate due to death or retirement shall be eligible for a prorated vacation in accordance with the schedule in Section 15.1 based upon hours worked from their preceding anniversary date of hire to the date of leaving in the calendar year of such termination.

ARTICLE XVI  
INSURANCE

16.1.1: Hospitalization Care Insurance. The Employer shall make available a group insurance plan covering certain hospitalization, surgical, and medical expenses for eligible participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance plan and who have no health care coverage available through programs under which their spouse or dependents are eligible to participate. The Employer agrees to pay the following cost each month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental base insurance plan.

	<u>2008 "rates"</u>
One Person Coverage	\$310.20
Two Persons Coverage	\$672.45
Family Coverage	\$929.92

Effective April 1, 2008 employees shall pay 7% of the 2008 rates up to \$75.00 per month.

Effective May 1, 2009 the maximum sums paid by the Employer shall be increased by 5% over the rates paid by the Employer for the previous 12 month period. Employees shall pay, through payroll deduction, either: a. 7% of the 2009 rates, or b. the increase in the rates above the levels paid by the Employer, whichever is greater. However, for 2009 the maximum an employee will pay is \$75.00 per month.

Effective May 1, 2010 the maximum sums paid by the Employer shall be increased by 5% over the rates paid by the Employer for the previous 12 month period. Employees shall pay, through payroll deduction, either: a. 7% of the 2010 rates, or b. the increase in the rates above the levels paid by the Employer, whichever is greater.

16.2: Dental Care Insurance. The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no dental care coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent.

16.3: Payment of Employee Hospitalization and Dental Care Insurance Premiums. The Employer agrees to pay the full cost each month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental insurance plan. Employees electing sponsored dependent or family continuation coverage shall pay the entire premium for that additional coverage. The Employer's liability under this section shall be limited to these payments.

- A. The Employer agrees to administer the Blue Cross and Blue Shield gap insurance for those employees electing the coverage by deducting the premiums through payroll deduction and transmitting the premiums to the insurance provider.

Those employees who desire the high plan shall pay the difference in the premium by way of payroll deduction. The base plan shall be a PPO 4 with \$10/\$40 drug card. Effective January 1, 2007, the drug card shall exclude, in addition to those medications excluded under the previous plan, lifestyle medications. The insurance program currently provides the coverages listed on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent. Effective as soon as possible, the group health care plan shall be modified as provided in Appendix B.

16.4: Term Life Insurance. During the term of this Agreement, the Employer agrees to maintain for eligible, full time employees the current fifteen thousand dollar (\$15,000) term life insurance and fifteen thousand dollar (\$15,000) accidental death and dismemberment policies in the same manner as they existed prior to the execution of this Agreement.

16.5: Liability Insurance. The Employer provides liability insurance from MMRMA, and reserves the right to change carriers.

**16.6: Sickness and Accident Insurance.** During the term of this Agreement, the Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full time employees occupying a classification covered by this Agreement after they have completed the probationary period. Employees who become totally disabled and prevented from working from remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy per cent (70%) of their normal gross weekly wages. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the sixth (6th) day of disability due to sickness, for a period not to exceed fifty-two (52) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act. Employees on sick and accident disability are not eligible for holiday pay.

**16.7: Continuation of Insurance Premium Payments.**

- A. There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, retire, or are otherwise terminated beyond the month in which such leave of absence, retirement, or termination commenced or occurred.
- B. If an employee covered by this Agreement is laid off, the Employer agrees to continue its applicable insurance premium coverage for a period of one (1) month, not counting the month in which the layoff commenced.
- C. If an employee covered by this Agreement is on a Workers' Compensation leave, the Employer agrees to continue its applicable insurance premium coverage for a period of twenty-four (24) months, not counting the month in which the Workers' Compensation leave commenced.
- D. If an employee covered by this Agreement is drawing sickness and accident insurance benefits, the Employer agrees to continue its applicable insurance premium coverage for a period of twelve (12) months, not including the month in which the sickness and accident insurance payments commenced.

**16.8: Selection of Insurance Carriers.** The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 16.0 through Section 16.5, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains the same.

**16.9: Payment in Lieu of Health Insurance.** Full time employees who elect not to enroll in the group medical insurance plan because they are eligible for coverage under another health insurance plan available to their spouse or dependents will be eligible to receive additional monthly compensation based upon their medical care coverage eligibility status. The amounts are currently:

Single            \$150.00

Two Person 175.00  
Family 208.33

This additional amount shall be paid to the employee by separate check each month or placed in the employee's account in the Employer's deferred income plan.

ARTICLE XVII  
PENSION

17.1: Retirement Plan. All full time and regular part-time employees of the Employer within this collective bargaining unit in the classifications of deputy, dispatcher and civil process shall participate in Plan B-4 with the F55(25) rider of the Michigan Municipal Employees Retirement System, with employees contributing 2.61% of earnings towards the cost of the pension, through payroll deduction.

During the term of this agreement the Employer shall provide a sixty (60) day window period, providing employees with 25 years of service and aged 50 to retire. The Union shall notify the Employer in writing thirty (30) days prior to the effective date of the window period. The cost of the window period shall be paid by the Employer.

ARTICLE XVIII  
LONGEVITY BENEFIT

18.1: Longevity Benefit. Longevity benefits shall be determined on October 1st of each year. All full time employees who are employed on the October 1st determination date and have completed a minimum of five (5) years full time employment with the Employer shall receive longevity benefits calculated on the basis of thirty dollars (\$30.00) for each full year of continuous service, provided, however, the maximum allowed payment under this Section shall be six hundred dollars (\$600.00).

18.2: Longevity Payment. Longevity benefits shall be paid in a separate check to eligible employees on the Employer's first (1st) payroll period in November of each year following the October 1st determination date.

18.3: Longevity Retention. Employees on leaves of absence or layoff, including disciplinary layoffs, shall retain all service time earned toward the payment of longevity benefits provided by this Agreement but shall not accrue any additional time or receive longevity payments during such leaves of absence, provided, however, such longevity payments shall be paid to the affected employee upon his return to work.

ARTICLE XIX  
WAGES

19.1: Wage Rates. During the term of this Agreement, wages shall be as set forth in Appendix A. The regular straight time rate of employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "Start" rate and shall progress from step to step in the wage schedule upon completion of the specified periods of employment in the classification; provided, however, that layoffs and leaves of absence periods shall not be included in computing the required time. The Employer reserves the right to place employees at advanced steps in the wage schedule where it views such action as necessary or appropriate.

19.2: Shift Premium. Employees shall be paid a shift premium of \$.25 for hours worked on the afternoon shift and \$.35 for hours worked on the midnight shift. Those shift premiums shall not be considered part of the employee's regular straight time rate of pay for purposes of overtime calculations.

Employees whom are assigned, in the Discretion of the Sheriff, to act as sergeant in the event of a leave of absence or vacancy in sergeant position, shall receive \$1.00 per hour after assigned to the position by Sheriff for 30 consecutive calendar days.

ARTICLE XX  
NEW CLASSIFICATIONS

20.1: New Classifications. If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. The Employer agrees to negotiate with the Union upon request over the wage rate for the new classification.

ARTICLE XXI  
PROMOTIONAL PROCEDURE

21.1: Purpose of Promotional Procedure. The purpose of this Procedure is to establish a promotional system for full time non-probationary employees in the Wexford County Sheriff's Department to the classifications of Lieutenant, Detective and Sergeant. Promotion means to advance from a given classification to a higher paid classification. This program involves the upward movement of selected personnel within the Department, up to and including ranks of Lieutenant, Detective and Sergeant. The Employer shall, in its sole discretion, determine whether a vacancy subject to this Procedure does or does not exist.

21.2: Program Weight. Scores shall be based upon the written examination, performance evaluation, and Oral Board. The weights assigned shall be as follows:

- A. Written Examination - thirty percent (30%)
- B. Performance Evaluation - thirty-eight percent (38%)
- C. Oral Board - thirty percent (30%).
- D. Seniority - two percent (2%). (1/4 point for every year of service with the Wexford County Sheriffs Department in excess of three (3) years, to a maximum of two (2) points.)

The oral test will be given before the written test. To qualify for a placement on a promotional list, all applicants must achieve a combined score on the written examination, performance evaluations, and Oral Board examinations which equals a minimum of seventy (70) converted points. In scoring, evaluations and Oral Board examinations will each be deemed to be worth one hundred (100) points; the weights assigned above will be multiplied by one hundred (100) to arrive at the maximum point total applicable to that portion of the Procedure. Finally, the applicant's actual percentage score on the applicable portion of the Procedure will be multiplied by

the maximum point total to arrive at the applicant's converted point total for that portion of the Procedure.

21.3: Oral Board. The Oral Board shall consist of four (4) members. The composition of the Oral Board shall be: the Sheriff or his designee; a law enforcement officer chosen by the Sheriff from outside the Wexford County Sheriff's Department whose rank is equal to or higher than the position being sought; the Prosecuting Attorney of Wexford County; and a non-probationary law enforcement officer selected by the Union from outside the Wexford County Sheriff's Department, provided, however, this individual may not be a full time paid Union representative. The results of the written examination shall not be made available to the Oral Board; however, the Employer may furnish the Oral Board an employee's personnel file, with the exception of disciplinary notices issued over one (1) year previously. In the event that the promotion is for a correctional position, the oral board law enforcement representatives will be correctional officers.

21.4: Testing Cutoff - Scoring and posting of eligible participants shall be accomplished after the testing process is completed.

21.5: Roster. As soon as is administratively possible following execution of this Agreement, the Employer will establish a promotional roster for the positions of Lieutenant, Detective, and Sergeant by means of the Promotional Procedure set forth in this Agreement. Scores on the roster shall be in consecutive order and the roster shall remain in effect for all vacancies which occur within the one (1) year period immediately following establishment of the roster. Initially, this means the Employer will promote from among the top three (3) scores. For the next vacancy within the initial one (1) year period, the Employer will select from a group consisting of the remaining two (2) highest scores. Thereafter, during the initial one (1) year period, the Employer shall select the employee with the highest score. Once the initial one (1) year period has expired, promotional examinations will be given only when a vacancy exists, provided, however, the "1 of 3", "1 of 2", and "1 of 1" rule of selection shall continue to apply for every group of three (3) vacancies for which the examinations were given.

21.6: Trial Period Following Promotion. During the first (1st) ninety (90) calendar days following promotion to the classification of Lieutenant, Detective, or Sergeant, an employee may, on his own volition, request in writing to be relieved of his new classification and returned to his former classification and during this ninety (90) day period of time shall continue to accumulate seniority and classification seniority within the bargaining unit set forth in Section 1.1. If an employee returns to his former classification at his own request, all secondary transfers and promotions shall be returned to their former positions. The Business Representative shall be notified in writing by certified mail, return receipt requested, of all employees outside the bargaining unit pursuant to this Promotional Procedure. Notwithstanding the right of an employee, in the first (1st) ninety (90) calendar days following his promotion to return to the bargaining unit under this Section, a promoted employee may, at any time, be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures.

21.7: Notification and Posting. Examination notices for all competitive promotion classifications shall be posted on the bulletin boards throughout the Department for minimum of fifteen (5) days prior to the examination date. Subjects to be covered in the written and oral examinations shall be posted fifteen (15) days prior to

the examination date. Employees eligible to compete shall submit their letters of intent to participate to the Sheriff no later than two (2) days prior to the examination date.

21.8: Eligibility. The department maintains separate promotional paths for corrections officers and law enforcement officers. In order to be eligible for a promotion within the law enforcement ladder (Lieutenant, Detective and Sergeant) an employee must have been a certified law enforcement officer for three (3) years within the Wexford County Sheriff's Department. In order to be eligible for a promotion within the corrections ladder (Sergeant) an employee must have been a certified corrections officer for three (3) years within the Wexford County Sheriff's Department. Probationary employees are not eligible to take any promotional exam.

21.9: Written Examination. The content of any written examination will be scaled appropriate to the level of the position being considered. Such written tests will be validated and obtained from an accredited source. All written tests will be structured and administered to each given classification level. Written tests will be designed at a general knowledge level or standards designated where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted.

21.10: Performance Evaluation. Performance evaluations will be made annually by the Sheriff or his designee.

21.11: Examination Procedure. Any employee has the right to examine the results of his own examination. The documents are confidential, and they cannot be removed from the files.

21.12: Outside Appointment. The Sheriff may fill a vacancy subject to this Procedure from outside the bargaining unit if no employee has attained a passing score for the examination or the vacancy is unable to be filled because employees subject to this Procedure have failed to take the examination or declined advancement. If an employee declines a promotional advancement, he shall thereafter be ineligible for an promotional opportunity for a period of six (6) months.

## ARTICLE XXII MISCELLANEOUS

22.1: Bonds. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premium shall be paid by the County.

22.2: Bulletin Board. The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union.

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

22.4: Clothing Allowance. Effective 1/1/08 Detectives covered by this collective bargaining agreement shall receive an annual clothing allowance in the amount of

\$500.00. This allowance shall be paid on the first pay period on or after January 1st of each year. The Sheriff may determine the type of items purchased and may require receipts for items purchased under this Section.

22.5: Tuition assistance for County employee educational advancement.

A. Policy Statement:

1. General: The County supports effective employee performance and the promotion of employees to positions of increased responsibility from within the County organization. In support of this policy, the County encourages its employees to seek and utilize educational opportunities which will lead to professional and personal betterment.

B. Education Grants:

1. Funds may be appropriated by the Board of Commissioners in the County General Fund for the purpose of awarding educational grants to employees of the County. The conditions under which these grants may be awarded are established herein and may, from time to time, be modified to suit the needs of the County and its employees.
2. These grants will be utilized by County employees for educational or vocational classes attended outside of the employee's regular work schedule. These grant funds are not to be utilized in place of County sponsored on-the-job training programs already allocated for use by employees in the County budget.
3. The County Administrator will be responsible for the administration of the education grant program and for approving each grant. All records generated in this program, including transcripts of completed course work, will become part of the employee's official County personnel record.
4. Grants may be awarded to non-probationary full-time employees for educational or vocational course work as follows:
  - a. The employee must receive prior approval from his/her department head and from the County Administrator for course work that is job related or deemed beneficial to the County.
  - b. Appendix (C) to this policy will be utilized to request education grant money.
  - c. Education grant requests that have been recommended for disapproval by the department head will automatically be reviewed by the County Administrator.
  - d. Education grant requests that have been dis-approved by the County Administrator will automatically be reviewed by



the standing Human Resources and Operations Committee.

5. The employee may receive education grant money for registration fees, for up to 50% reimbursement for the cost of tuition and an allowance of \$50 per course toward textbooks.
6. Education grant money will be limited to a maximum of nine credit hours per semester per employee.
7. To facilitate pre-registration, employees that have been approved for assistance under this policy may receive education grant money in advance to defray registration and tuition costs. Textbook costs will be paid after the textbooks have been purchased and a receipt presented for reimbursement (utilizing Appendix (C) to this policy as the vehicle for settling this claim).
8. Employees must receive a grade of C (or 2.0 on a 4.0 scale) for each course that is underwritten by this education grant policy. Failure to obtain this minimum grade will require the employee to reimburse the County in total for the grant money that has been provided for that course.
9. Should a grantee leave County employ during a period of 12 months following the successful completion of course work utilizing County education grant money, the employee is obligated to repay all education grant money awarded during the 12 months preceding the departure date of the employee.

22.6: Damage Reimbursement. The County agrees to pay or cause to be paid to employees covered by this Agreement reasonable damages to personal property damaged in the line of duty upon presentation of receipt for loss, provided such damage was not due to the negligence or intentional act of the employees.

22.7: Defective Motor Vehicles. If a vehicle should be regarded as seriously defective, an employee should immediately inform his immediate supervisor. If the supervisor finds the vehicle to be seriously defective, it shall be taken out of service until repaired.

22.8: Dry Cleaning. Dry cleaning shall be provided by the County for those employees of the bargaining unit who may utilize the issued uniform of the Department. This will also apply to those items purchased under Section 22.4. This dry cleaning provision does not apply to any item of personal clothing.

22.9: Firing Range. The Employer shall make a firing range and ammunition available to the employees for target shooting. Each employee covered by this Agreement who is required by the Sheriff to carry a pistol as part of his normal duties shall be entitled to fifty (50) rounds of practice ammunition each month, provided he has turned into the Department all ammunition casings used in the prior month.

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

22.11: Mileage. Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be

accorded reasonable mileage expenses at a rate not less than current County policy per mile.

**22.12: Readiness for Duty.** Each employee required as part of his job responsibilities to carry a firearm or permitted to do so by the Sheriff must qualify with that firearm at least twice annually at an approved firing range under a qualified instructor. In addition, all employees must meet physical standards applicable to their position and job responsibilities. Pursuant to section 7.1, the Employer will call a Special Conference to meet with the Union prior to the Employer's adoption of firearm qualification or physical standards under this Section.

**22.13: Re-employment Following Active Military Service.** Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to re-employment rights in accordance with the Federal and State statutes governing such re-employment rights in effect at the time the individual seeks re-employment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals re-employed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

**22.14: Rules.** A copy of all rules and regulations governing the conduct of Departmental employees shall be given to the Union Steward and employees within the bargaining unit whenever they may be published, promulgated, or posted. The enforcement of such rules shall be subject to the Grievance Procedure.

**22.15: Separability.** If any Section of this Agreement should be held by a Court of competent jurisdiction to be invalid or to conflict with applicable Federal or State law, the remainder of this Agreement shall not be affected thereby. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part of parts so affected.

**22.16: Service Records.** The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon request, be allowed to examine his personnel file with a supervisor present.

**22.17: Veterans' Preference Claims.** It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

**22.18: Uniforms and Equipment.** The Employer agrees to provide the employee with all the equipment and uniforms necessary to perform his duties, with the exception of

footwear, gloves and flashlights (this exception is for day-to-day assigned duties and does not apply to latex gloves), and the Employer agrees to provide flashlight batteries, as needed for duty (D cell and AA cell).

The Employer shall assume the cost for maintaining and cleaning issued equipment. The Employer reserves the right to determine how the uniform and equipment are to be used and how or where it will be repaired or cleaned.

The Employer agrees to replace or repair any and all equipment that is damaged, including personal equipment, as long as it is in the line of duty and the loss is not due to employee negligence (i.e, eyeglasses, watches, etc.).

The Employer agrees that the following list of equipment/uniforms will be required to perform his duties, by classification. It will include, but not be limited to:

Road Patrol

- A. 4 pants
- B. 3 short sleeve shirts
- C. 3 long sleeve shirts
- D. 3 ties
- E. 1 all weather jacket or jacket system (to protect from mild cold to extreme cold temperatures)
- F. 1 set of rain gear (to protect employee from rain)
- G. - any and all brass or insignia
- H. 1 bullet proof vest, level \_\_\_\_\_
- I. 1 set load-bearing equipment (belt, mag pouch, holster, etc.)
- J. 1 sidearm
- K. 1 self-defense spray
- L. as needed latex gloves

Dispatch

- A. 4 pants
- B. 3 short sleeve shirts
- C. 3 long sleeve shirts
- D. 1 jacket
- E. - any and all insignias
- F. as needed latex gloves
- G. 1 pant belt
- H. 1 sweater

ARTICLE XXIII  
WAIVER

23.1: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in Arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by

the parties hereto.


The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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 or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXIV**  
**TERM OF AGREEMENT**

24.1: Duration. This Agreement shall become effective upon ratification and remain in force and effect until December 31, 2010, 11:59 p.m., and thereafter from year to year, unless either party shall, on or before the ninetieth (90th) day prior to expiration or subsequent anniversary date serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent renewal period, whichever is the case, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

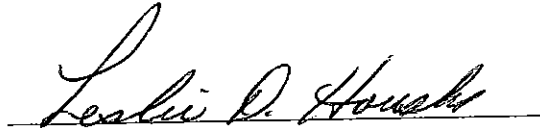
WEXFORD COUNTY BOARD  
OF COMMISSIONERS



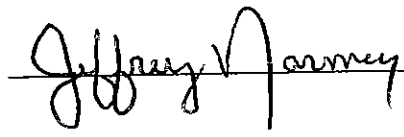
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James DeVries  
Business Agent

WEXFORD COUNTY DEPUTY  
SHERIFFS ASSOCIATION

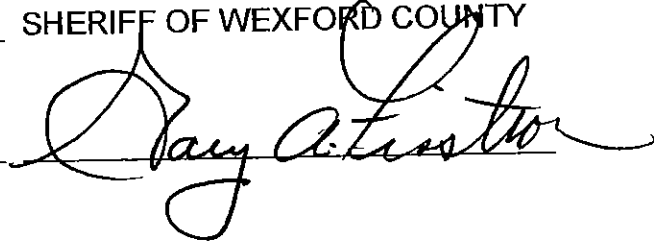


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SHERIFF OF WEXFORD COUNTY



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APPENDIX A

Effective the first full pay period on or after January 1, 2008, the following hourly rates of pay shall be effective:

	<u>Start</u>	<u>After 6 Mos</u>	<u>After 1 Yr</u>	<u>After 2 Yrs</u>	<u>After 3 Yrs</u>	<u>After 4 Yrs</u>
	<u>MCOLES-certified Deputy</u> *					
42,304	Annual	33,990	34,926	36,670	38,439	40,486
	<u>Dispatcher</u>					
Annual	27,117	27,672 ✗	28,557	30,048	31,828	32,980

For hourly rate take salary and divide by 2080.

Employees who are sergeant/road patrol or sergeant/detective shall be paid \$1.10 (\$2,288) over the rate for the classification of deputy sheriff.

Employees who are supervisor/dispatch shall be paid \$1.10 (\$2,288) over the rate for the classification of dispatcher.

$$\begin{array}{r} 27,072 \\ 2.25 \\ \hline 28,295 \end{array}$$

APPENDIX A

Effective the first full pay period on or after January 1, 2009, the following hourly rates of pay shall be effective:

	<u>Start</u>	<u>After 6 Mos</u>	<u>After 1 Yr</u>	<u>After 2 Yrs</u>	<u>After 3 Yrs</u>	<u>After 4 Yrs</u>
	<u>MCOLES-certified Deputy</u> *					
43,256	Annual	34,755	35,715	37,495	39,304	41,397
	<u>Dispatcher</u>					
33,722	Annual	27,727	<del>28,351</del> <sup>28,296</sup>	29,200	30,724	32,544

For hourly rate take salary and divide by 2080.

Employees who are sergeant/road patrol or sergeant/detective shall be paid \$1.10 (\$2,288) over the rate for the classification of deputy sheriff.

Employees who are supervisor/dispatch shall be paid \$1.10 (\$2,288) over the rate for the classification of dispatcher.



APPENDIX A

Effective the first full pay period on or after January 1, 2010, the following hourly rates of pay shall be effective:

	<u>Start</u>	<u>After 6 Mos</u>	<u>After 1 Yr</u>	<u>After 2 Yrs</u>	<u>After 3 Yrs</u>	<u>After 4 Yrs</u>
	<u>MCOLES-certified Deputy *</u>					
44,337	Annual	35,624	36,608	38,432	40,287	42,432
	<u>Dispatcher</u>					
34,565	Annual	28,420	29,060	29,930	31,492	33,358

For hourly rate take salary and divide by 2080.

Employees who are sergeant/road patrol or sergeant/detective shall be paid \$1.10 (\$2,288) over the rate for the classification of deputy sheriff.

Employees who are supervisor/dispatch shall be paid \$1.10 (\$2,288) over the rate for the classification of dispatcher.

APPENDIX B

Health and dental coverages are provided under the group hospitalization plan, currently through the Employees Health Benefit Plan for Wexford County (Plan No. 1127).

Effective as soon as administratively possible the health insurance coverage shall be changed to:

The Blue Cross/Blue Shield Community Blue - Plan #4 with a yearly deductible of:

\$500/\$1000 20% percent co-pay with a yearly stop loss of \$1,500/\$3,000. Prescription rider shall be changed to \$10 generic and \$40 name brand.

The current dental plan shall remain in effect with no modifications.

The following are examples of drugs excluded from the County's prescription drug plan:

- Outpatient Prescription and non-Prescription Drugs and medication. Exclusions include:
  - Any drugs or medications available over the counter (including vitamins, dietary supplements, and fluoride products) that do not require a prescription by Federal or State Law, other than insulin, and any drug or medication that is equivalent (in strength, regardless of form) to an over the counter drug (Prenatal vitamins and supplements prescribed by a physician are covered.)
  - Non-FDA (Food and Drug Administration) approved drugs or medications
  - FDA approved prescription drugs used for purposes other than those approved by the FDA, unless the drugs is recognized for the treatment of a particular indication in one of the standard reference compendia (The United States Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or The American Hospital Formulary Service Drug Information) or in medical literature. Medical literature means scientific studies published in a peer-reviewed national professional medical journal
- All newly FDA approved drugs, prior to review by the Plan Administrator.
- Any prescription drug or medications used for treatment of sexual dysfunction (such as Viagra®, Cialisor Levitra®), including, but not limited to, erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido
- Prescription drugs used for cosmetic purposes such as drugs used to reduce wrinkles, Minoxidil and other prescriptions drugs to promote hair

growth as well as drugs used to control perspiration and fade cream products. Retin-A for Member over 26 years of age and other prescription products to reduce wrinkles.

- Lifestyle drugs/medications including,

- Any diet pills or appetite suppressants

2 Anabolic steroids

3 Bedwetting prevention

4 • Botulism toxin

5 • Cognition enhancing drugs

6 • Erectile/sexual dysfunction treatments

7 • Growth hormone

8 • Hair growth agents

9 • Infertility drugs

10 • Morning after pills

11 • Nail fungus treatments

12 • Non-sedating antihistamines

13 • Smoking cessation products

14 • Topical anti-aging agents

15 • Weight loss products

16 • Oral influenza shortening agents

• Cholesterol-reducing agents prescribed to patients with cholesterol levels within medically acceptable limits, but which are nonetheless prescribed to patients based upon other risk factors for cardiovascular disease

- Medications or injections for the use of travel
- Medication used to enhance athletic performance

APPENDIX C  
WEXFORD COUNTY EDUCATION GRANT APPLICATION

FROM: \_\_\_\_\_ Date: \_\_\_\_\_  
TO: County Administrator

VIA: \_\_\_\_\_  
(Department Head)

SUBJECT: APPLICATION FOR EDUCATION GRANT ASSISTANCE

REFERENCE: (a) Wexford County Personnel and Administrative Policy, Operations and Procedures Manual

1. I hereby apply for County education grant money in accordance with section 95-5-214.8 of reference (a). I understand and agree to all conditions as outlined in that policy statement.

2. Courses I intend to take are:

COURSE NAME	CREDIT HOURS	EDUCATION INSTITUTION	COST INFLATION REGIST. TUITION BOOKS
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3. If this request is approved, I understand that:

- A. Grant money for registration fees and tuition will be provided in advance and that I must turn in a copy of my textbook receipt to the Administrator's office for reimbursement.
- B. On completion of the course(s), I must turn in a copy of my grade report (or transcript) to the Administrator's office.

\_\_\_\_\_  
(Signature)

Recommend approve/disapprove: \_\_\_\_\_  
(Department Head)

Approved/disapproved: \_\_\_\_\_  
(County Administrator)

Reviewed (if required): \_\_\_\_\_  
Chair, Human Resource Committee)

Books approved: \$ \_\_\_\_\_

\_\_\_\_\_  
(County Administrator)

POAM SENIORITY LIST

NAME

CLASS/SENIORITY

ROAD PATROL:

Jeff Norman	01/01/80
Trent Taylor	05/20/92
Marty Penney	06/24/93
Randy Powell	05/23/94
Brad Denike	12/08/95
Eric Garland	04/15/98
Chris Piskor	05/06/98
Kevin Kovach	05/26/98
Jason Nehmer	10/04/99
Mark Nyman	06/22/98
Alan Lucas	01/07/98
Brian Rood	11/27/98
Arjay Schopieray	11/30/98
Chad Sprik	11/11/03
Doyle Owens	04/29/04
Rob Swanson	07/13/04
Paul Fowler	01/03/05
Troy Quiggin	03/19/07
Nathan Edwards	05/21/07

DISPATCHER:

Arthur Haight	08/09/77
Raymond Godell	02/01/91
Stacy Bondie	10/12/92
Linda Young	11/29/93
Darlana Hortmiller	09/23/98
Jessica Wheeler	08/30/00
Duane Alworden	02/02/04
Wendy Bundy	12/22/05
Becky Huttenge	09/03/06

\*Exclusive for six (6) years as Undersheriff.

Page 46  
County of Wexford/POAM  
Effective January 1, 2007 through December 31, 2010  
SIGNATURE COPY  
For purposes of vacation pick, the date of

9/01/73 will be used.

COUNTY OF WEXFORD  
and  
POAM

Letter of Understanding regarding miscellaneous matters.

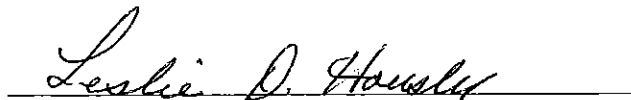
1. The provisions of Section 12.11 F. provided for a yearly payoff of unused sick leave days at 100%. The provisions of this section notwithstanding, the payoff of days as of November 30, 1996 shall be based upon the provisions of the expired 1993-95 collective bargaining agreement.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

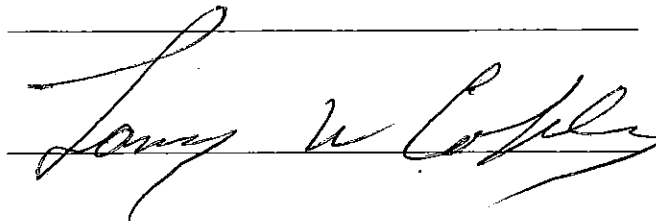
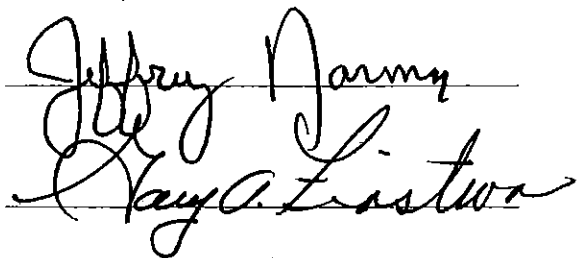
WEXFORD COUNTY BOARD  
OF COMMISSIONERS



James DeVries  
Business Agent



WEXFORD COUNTY DEPUTY  
SHERIFFS ASSOCIATION



SHERIFF OF WEXFORD COUNTY



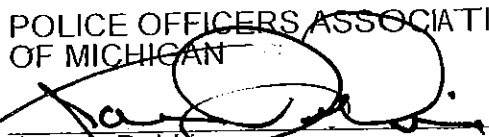
COUNTY OF WEXFORD

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

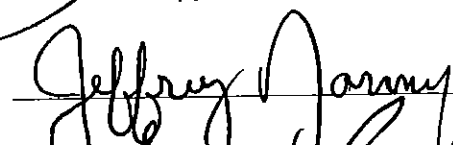
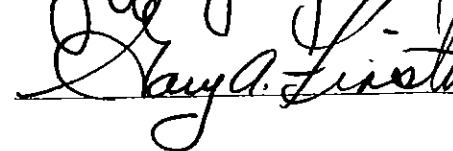
The parties have agreed in Section 16.1. Hospitalization Care Insurance and Section 16.3 Dental Care Insurance to make certain health and dental care insurance coverage available to full time employees who elect to be covered under the group insurance plans and who do not have such coverage available under programs under which their spouse or dependents are eligible to participate. The intention of this restriction on coverage was to have employees utilize alternate coverage whenever possible, in order to reduce costs to the Employer for duplicative coverage. The provisions of Section 16.9. Employees Not Covered by Insurance Program were developed to cover the most easily addressed duplicative coverage situation, where the spouse of the employee had virtually identical coverage, but it was recognized that other coverage situations would require different solutions. These different coverage situations will be handled on an individual basis, utilizing the premise that the other available insurance program will be primary, but that the Employer will provide supplemental payments or programs to enable the employee to be in an insurance coverage situation similar to that which would have occurred had the employee been covered by the Employer's group insurance program. Disputes over equivalency are subject to the grievance and arbitration procedure.

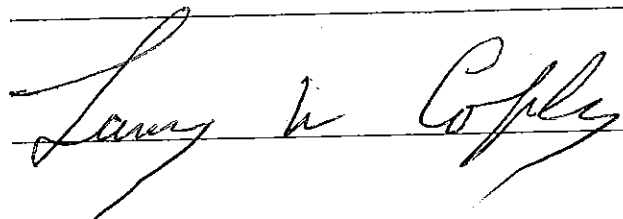
POLICE OFFICERS ASSOCIATION OF MICHIGAN      WEXFORD COUNTY BOARD OF COMMISSIONERS

  
James DeVries  
Business Agent

  
Leslie D. Housley

WEXFORD COUNTY DEPUTY SHERIFFS ASSOCIATION

  
SHERIFF OF WEXFORD COUNTY

WEXFORD COUNTY

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Letter Of Understanding Regarding Auxiliary officers

During collective bargaining negotiations leading to the current labor Agreement, the parties discussed at great length the Employer's use of auxiliary police officers to augment and supplement its normal work force. Throughout these discussions, the Union complained that the use of auxiliary personnel deprived full time bargaining unit employees of overtime opportunities which they were entitled to under the parties previous labor Agreement. continued negotiations made it possible for both sides to clarify their positions respecting the use of auxiliary police officers. This Letter of Understanding is intended by the parties to confirm their agreement respecting the permissible utilization of such personnel.

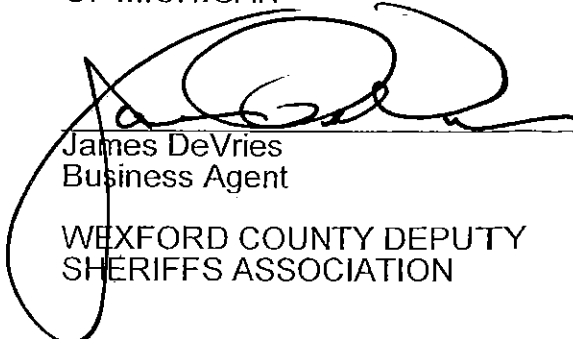
Auxiliary police officers are not used by the Employer to replace regularly scheduled full time bargaining unit personnel. Accordingly, it is the policy of the Employer to offer overtime work to bargaining unit employees whenever such work would, in fact, be performed by employees classified as Deputies. Similarly, the Employer intends to continue to offer bargaining unit employees the first opportunity to work at special events where their employment will be paid for by an outside third party. Furthermore, with the exceptions of service as a hospital guard or in the transportation of prisoners, auxiliary police officers will always be assigned to work in conjunction with a Deputy. Auxiliary police officers will not be assigned on a regular basis to take the place of a full time Deputy during periods when Deputies are laid off.

The primary uses of auxiliary personnel are to ensure adequate police protection for the citizens of Wexford County in circumstances of great or special need. Therefore, the parties expressly agree that the proper utilization of auxiliary police officers shall be limited to the following situations:

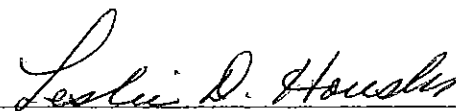
- (1) To accompany and assist personnel of the Wexford County Sheriff's Department in the transportation of incarcerated individuals to locations outside of the County;
- (2) To serve in times of riot, civil insurrection, and during periods of emergency declared by the Governor;
- (3) To aid in maintaining public order and tranquility during strikes or other labor disputes;
- (4) To perform needed functions as parades or other public events of a similar nature.

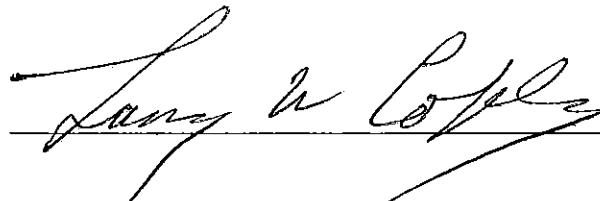
POLICE OFFICERS ASSOCIATION  
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James DeVries  
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WEXFORD COUNTY DEPUTY  
SHERIFFS ASSOCIATION

  
Leslie D. Housler

  
Larry A. Coffey

*Jerry J. J...*  
*Debra A. Leavitt*

SHERIFF OF WEXFORD COUNTY

LETTER OF UNDERSTANDING

Re: 12 Hour Shifts

It is the purpose and intent of this letter of understanding to establish the terms and conditions for employees who are scheduled on a 12 hour workday.

12 Hour Workday:

An employee work day shall consist of 12 consecutive hours.

Work Schedule:

The work schedule shall consist of seven (7) shifts in a two (2) week pay period, for a total of 84 hours in a pay period. Dispatch days; 6:00 a.m. - 6:00 p.m. Dispatch nights; 6:00 p.m. - 6:00 a.m. Deputies days; 8:00 a.m. - 8:00 p.m. Deputies nights; 8:00 p.m. - 8:00 a.m.

Compensation Time:

In a two (2) week pay period of 84 hours an employee shall receive 80 hours of straight time and four (4) hours of compensation time. An employee will be allowed to accumulate a maximum of twenty-four (24) hours of comp time. An employee can request comp time described in section 12.7. If an employee is going to exceed the maximum comp time and has not requested to use it, management may schedule the use of the comp time to keep the balance below the maximum of twenty-four (24) hours. The use of comp time shall not cause overtime for shift coverage.

Overtime:

An employee will be paid one and one half (1 and ½) times his regular rate of pay for every hour worked over 12 hours in a day and over eighty-four (84) hours in a pay period.

Funeral Leave:

An employee shall receive three (3) days pay, twelve (12) hours a day, in accordance with section 12.8.

Vacation:

Vacation time will be used in hours instead of days. i.e. 1 day = 8 hours.

Sick Days:

An employee's sick days will be forty-eight (48) hours instead of six (6) days.

Holiday Pay:

Section 14.4 (no change).

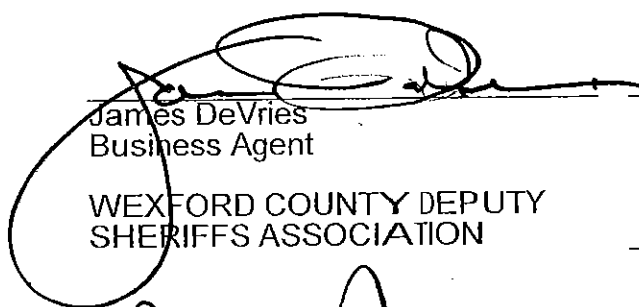
Training:

- A. When employees are sent for training in-county or to contiguous counties, a work day shall be twelve (12) hours. Upon return from training, employees shall either finish out their shifts or use accrued banked time to cover the remaining hours of work.
- B. For training beyond contiguous counties, a work day/training day shall be considered twelve (12) hours.
- C. Employees sent for training on a pass day are only entitled to claim, hour for hour, overtime pay for each hour of training if such training results in meeting the overtime eligibility requirements of work in excess of eighty-four (84) hours in a pay period.

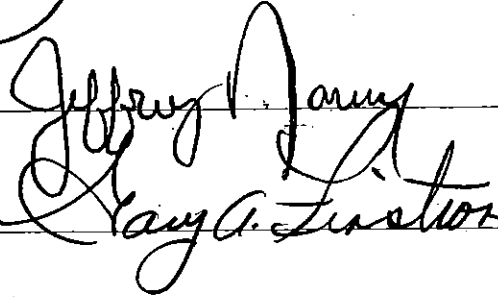
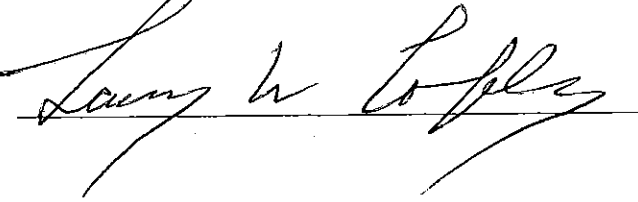
In the event that the twelve (12) hour shifts are terminated, employees will be given a thirty (30) day written notice and employees will revert back to Article 13 of the contract agreement. It is understood that some work assignments (i.e. Dare, Mesick patrol, Grant positions, etc.) may not be eligible for 12 hour days, therefore, his work schedule will fall under Article 13 of contract agreement.

Any part of the contract agreement not specifically covered by this agreement will still apply.

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