

SIGNATURE COPY  
12/\_\_\_/2010

AGREEMENT

BETWEEN

WEXFORD COUNTY BOARD OF COMMISSIONERS AND  
WEXFORD COUNTY SHERIFF

---

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN  
(COAM)

Effective January 1, 2009 - December 31, 2011

## TABLE OF CONTENTS

	Page:
AGREEMENT .....	1
PURPOSE AND INTENT .....	1
ARTICLE I	
RECOGNITION .....	1
1.1: <u>Collective Bargaining Unit</u> .....	1
1.2: <u>Definitions and Employee Coverage</u> .....	1
1.3: <u>Work Performed by Non-Bargaining Unit Individuals</u> .....	2
ARTICLE II	
REPRESENTATION .....	2
2.1: <u>Bargaining Committee</u> .....	2
2.2: <u>Stewards</u> .....	2
2.3: <u>Alternate Union Representative</u> .....	3
2.4: <u>Identification of Union Representatives</u> .....	3
2.5: <u>Reporting</u> .....	3
2.6: <u>Union Access</u> .....	3
2.7: <u>Special Conferences</u> .....	3
ARTICLE III	
UNION SECURITY AND CHECK-OFF .....	4
3.1: <u>Agency Shop</u> .....	4
3.2: <u>Union Membership</u> .....	4
3.3: <u>Failure To Pay Union Dues Or Service Fees</u> .....	4
3.4: <u>Deduction for Union Dues</u> .....	5
3.5: <u>Indemnification</u> .....	6
ARTICLE IV	
EMPLOYER RIGHTS .....	6
4.1: <u>Governmental Rights</u> .....	6
ARTICLE V	
GRIEVANCE AND ARBITRATION PROCEDURE .....	7
5.1: <u>Grievance Definition</u> .....	7
5.2: <u>Grievance Procedure</u> .....	7
5.3: <u>Arbitration Request</u> .....	8
5.4: <u>Selection of Arbitrator</u> .....	8
5.5: <u>Arbitrator's Powers</u> .....	8
5.6: <u>Arbitrator's Decision</u> .....	9
5.7: <u>Grievance Resolution</u> .....	9
5.8: <u>Time Limitations</u> .....	9
5.9: <u>Time Computation</u> .....	9

5.10:	<u>Grievance Form</u>	9
5.11:	<u>Lost Time</u>	9
5.12:	<u>Grievance Settlements</u>	9
ARTICLE VI		
	WORK STOPPAGES	10
6.1:	<u>No Strike Pledge</u>	10
6.2:	<u>Violation of No Strike Pledge</u>	10
ARTICLE VII		
	DISCIPLINE	10
7.1:	<u>Disciplinary Action</u>	10
7.2:	<u>Suspension Pending Investigation</u>	10
7.3:	<u>Expedited Grievance</u>	11
7.4:	<u>Leaving Premises</u>	11
ARTICLE VIII		
	SENIORITY	11
8.1:	<u>Seniority Definition</u>	11
8.2:	<u>New Hire Probationary Period</u>	11
8.3:	<u>New Job Probationary Period</u>	12
8.4:	<u>Seniority List</u>	12
8.5:	<u>Loss of Seniority</u>	12
8.6:	<u>Seniority and Benefit Accumulation</u>	13
8.7:	<u>Undersheriff Appointment</u>	13
ARTICLE IX		
	LAYOFF AND RECALL	13
9.1:	<u>Layoffs</u>	13
9.2:	<u>Displacement Rights After Layoff</u>	14
9.3:	<u>Recall</u>	15
9.4:	<u>Recall Procedure</u>	15
9.5:	<u>Address and Telephone Changes</u>	15
9.6:	<u>Layoff Disputes</u>	15
ARTICLE X		
	LEAVES OF ABSENCE	16
10.1:	<u>Purpose of Leaves</u>	16
10.2:	<u>Early Returns from Leave</u>	16
10.3:	<u>Personal Leave</u>	16
10.4:	<u>Disability Leave</u>	16
10.5:	<u>Family and Medical Leave</u>	17
10.6:	<u>Military Training or Emergency Duty Leave</u>	18
10.7:	<u>Jury Duty Leave</u>	19
10.8:	<u>Personal Days</u>	19

10.9:	<u>Funeral Leave</u>	19
10.10:	<u>In-Service Training Leave</u>	20
10.11:	<u>Union Leave</u>	20
10.12:	<u>Paid Sick Leave</u>	20
10.13:	<u>Workers' Compensation Supplemental Payments</u>	21
ARTICLE XI		
	HOURS OF WORK	21
11.1:	<u>Workday</u>	21
11.2:	<u>Work Schedule</u>	22
11.3:	<u>Lunch Period</u>	22
11.4:	<u>Overtime</u>	22
11.5:	<u>Trading Shifts</u>	22
11.6:	<u>Moonlighting</u>	22
11.7:	<u>Union Activities</u>	22
ARTICLE XII		
	WAGES AND PREMIUM PAY	22
12.1:	<u>Employee Compensation</u>	22
12.2:	<u>New Classifications</u>	23
12.3:	<u>Overtime Pay</u>	23
12.4:	<u>Compensatory Time</u>	23
12.5:	<u>Longevity Benefit</u>	24
ARTICLE XIII		
	HOLIDAYS	24
13.1:	<u>Recognized Holidays</u>	24
13.2:	<u>Holiday Eligibility</u>	24
13.3:	<u>Holiday Celebration</u>	25
13.4:	<u>Holiday Pay</u>	25
13.5:		25
ARTICLE XIV		
	VACATIONS	26
14.1:	<u>Vacation</u>	26
14.2:	<u>Vacation Eligibility</u>	26
14.3:	<u>Vacation Scheduling</u>	26
14.4:	<u>Pass Days</u>	27
14.5:	<u>Vacation Basis</u>	27
14.6:	<u>Benefits on Termination</u>	27
ARTICLE XV		
	PENSION	28
15.1:	<u>Retirement Plan</u>	28

ARTICLE XVI		
INSURANCE	.....	28
16.1:	<u>Hospitalization Care Insurance</u> .....	28
16.2:	<u>Dental Care Insurance</u> .....	29
16.3:	<u>Payment of Employee Hospitalization and Dental Care Insurance Premiums</u> .....	30
16.4:	<u>Term Life Insurance</u> .....	30
16.5:	<u>Liability Insurance</u> .....	31
16.6:	<u>Sickness and Accident Insurance</u> .....	31
16.7:	<u>Continuation of Insurance Premium Payments</u> .....	31
16.8:	<u>Selection of Insurance Carriers</u> .....	31
16.9:	<u>Payment in Lieu of Health Insurance</u> .....	32
16.10:	<u>Provisions of Insurance Plans</u> .....	32

ARTICLE XVII		
MISCELLANEOUS	.....	32
17.1:	<u>Bonds</u> .....	32
17.2:	<u>Bulletin Board</u> .....	32
17.3:	<u>Captions</u> .....	32
17.4:	<u>College Courses</u> .....	32
17.5:	<u>Damage Reimbursement</u> .....	32
17.6:	<u>Defective Equipment</u> .....	33
17.7:	<u>Firing Range</u> .....	33
17.8:	<u>Mileage</u> .....	33
17.9:	<u>Readiness for Duty</u> .....	33
17.10:	<u>Rules</u> .....	33
17.11:	<u>Separability</u> .....	33
17.12:	<u>Service Records</u> .....	33
17.13:	<u>Veterans' Preference Claims</u> .....	33
17.14:	<u>Re-employment Following Active Military Service</u> .....	34
17.15:	<u>Waiver Clause</u> .....	34
17.16:	<u>Clothing Allowance</u> .....	34
17.17:	<u>Dry Cleaning</u> .....	35
17.18:	<u>Uniforms</u> .....	35

ARTICLE XVIII		
TERM OF AGREEMENT	.....	36
18.1:	<u>Duration</u> .....	36
APPENDIX A	.....	37
APPENDIX B	.....	38
APPENDIX C	.....	39

## AGREEMENT

THIS AGREEMENT, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, effective the 1st day of January, 2009, by and between the WEXFORD COUNTY BOARD OF COMMISSIONERS and the WEXFORD COUNTY SHERIFF, together hereinafter referred to as the "Employer", and the COMMAND 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 supervisory employees of the Wexford County Sheriff's Department in the classification of Jail Administrator, Administrative Lieutenant and Detective Lieutenant, but excluding the Sheriff, executives (Undersheriff), non-supervisory employees, temporary employees, casual employees, seasonal employees, confidential employees, all employees represented by other collective bargaining units, 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 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.

1.3: Work Performed by Non-Bargaining Unit Individuals. The Employer reserves the right to hire and utilize regular part-time employees, irregular employees, and volunteers from time to time. Irregular employees and volunteers shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of work for the Employer by these non-bargaining unit individuals shall be permitted and shall not constitute a violation of this Agreement; provided, however that these individuals shall not be utilized to cause an employee covered by this Agreement to be laid off.

## ARTICLE II REPRESENTATION

2.1: Bargaining Committee. The Employer agrees to recognize a Bargaining Committee consisting of not more than two (2) employees selected or elected by the Union from employees covered by this Agreement who have seniority. One member of the Bargaining Committee shall be the Local Union President. Members of the Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

2.2: Stewards. The Employer agrees to recognize a Steward who shall be selected or elected by the Union from employees covered by This Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for a Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor will release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The Steward shall

return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

2.3: Alternate Union Representative. Alternate stewards or members of the Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate stewards or members of the Bargaining Committee shall serve temporarily in the absence of the regularly selected or elected steward or member of the Bargaining Committee, and such alternate steward or member of the Bargaining Committee shall have the same rights, duties, limitations and obligations as the regularly selected or elected Grievance steward or member of the Bargaining Committee during the period of replacement.

2.4: Identification of Union Representatives. The Employer shall be informed in writing of the names of members of the Bargaining Committee, the Steward, the local Union President and alternates for these individuals, and any changes therein, upon their selection or election. The Employer will extend recognition to such individuals upon receipt of this notice.

2.5: Reporting. The Steward 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 their supervisor to do so. The Steward shall return to their job as promptly as possible and upon return shall immediately report to the Sheriff or their designated supervisor. The Steward may be required to record time spent in processing grievances. 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 their function in a manner which does not require their 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 their return to the Department be permitted during emergency or critical situations.

2.6: 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.

2.7: 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 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 1.1, shall, thirty-one (31) days after the start of their employment with the Employer or the execution date of this Agreement, whichever is later, 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: Failure To Pay Union Dues Or Service Fees. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to

impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.

3.4: 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, service fees from each employee covered by this Agreement who voluntarily executes and files with the County's payroll office a checkoff authorization form. Any authorization which lacks the employee's signature shall be returned to the Union. All authorizations filed with the County's payroll office shall become effective the first (1st) payroll period of the following month and each succeeding month, provided the employee has sufficient net earnings to cover the amounts to be deducted. The deductions will cover the employee's Union membership dues, initiation fee, or, if applicable, service fee obligation owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings.
- B. Individual authorization forms shall be furnished or approved 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. 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.
- E. The Union shall notify the County Administrator in writing of the proper amount of Union membership dues and initiation fees and the service fees, if applicable, and any subsequent changes in such amounts. The County's payroll office shall furnish the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.
- F. 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 shall be made until the matter is resolved.

- G. All dues and fees so deducted shall be remitted to the Union at an address which he authorizes for this purpose.
- H. The Employer shall not be liable to the Union, its members, or the employees it represents once the amounts deducted pursuant this Section have been remitted to the Union, and, further, shall not be liable if such sums are lost when remitted by United States Postal Services.
- I. 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, its failure to do so shall not result in any financial liability whatsoever.

3.5: Indemnification. The Union shall indemnify and hold the Employer harmless for any and all claims that may be asserted against the Employer as a result of any deductions made pursuant to this Agreement or by reason of action taken by the Employer pursuant to Sections 3.1, 3.2, 3.3 and 3.4.

#### ARTICLE IV EMPLOYER RIGHTS

4.1: Governmental 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 AND ARBITRATION 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:

Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with the Sheriff, 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 Sheriff or designated representative, who shall make proper arrangements as soon as possible. The Sheriff, 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.

Step 2. Written Procedure. If the complaint is not satisfactorily settled at Step 1, the complaint may 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 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.

Step 3. Written Procedure. If the grievance is not satisfactorily settled at Step 2, 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 County's Human Resources Committee and the Union. 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 Chairperson of the County's Human Resources Committee, or designated representatives, 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: Arbitration Request. 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.

5.4: 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.

5.5: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement, and 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.

5.6: 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.

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 Human Resources Committee of the Wexford County Board of Commissioners, or designated representative, at the Human Resources 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 Human Resources 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 Human Resources 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: 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.

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

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

5.11: 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.

5.12: 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 WORK STOPPAGES

6.1: 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.

6.2: Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 6.1 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 6.1.

## ARTICLE VII DISCIPLINE

7.1: 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.

7.2: Suspension Pending Investigation. The Sheriff may suspend an employee pending investigation up to thirty (30) days, or longer, 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, the employee 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.

7.3: 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.

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

## ARTICLE VIII SENIORITY

8.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Wexford County Sheriff's Department commencing from their 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.

8.2: New Hire 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 (2080) hours 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, they 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.



8.3: New Job Probationary Period. Employees who receive an award of a job under the permanent job transfer provisions of a non-supervisory collective bargaining agreement within the Sheriff's Department shall be required to serve a new job probationary period of one hundred eighty (180) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Sheriff, the employee will be transferred back to the employee's prior classification; provided, however, that the Sheriff reserves the sole discretion to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request. During the new job probationary period, a decision by the Sheriff to disqualify an employee is not subject to challenge through the Grievance and Arbitration Procedures.

8.4: 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.

8.5: 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. They quit or resign;
- B. They are discharged or terminated;
- C. They retire;
- D. They have 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 their seniority at the time of layoff or sick leave or twenty-four (24) months, whichever is less;
- E. They fails to return to work after specified time upon expiration of a leave of absence, vacation, recall from layoff or disciplinary suspension, unless other arrangements are reasonably agreed upon;
- F. They are absent from work for three (3) consecutive days, unless a satisfactory reason for such absence is given;
- G. They are convicted of, or plead guilty, or nolo contendere to a felony.
- H. They make an intentionally false and material statement on their employment application, on an application for leave of absence, or on any other official report used for police purposes;

- I. They fail to notify the Employer for three (3) consecutive working days that they will not be reporting for work, unless a satisfactory reason for such failure to notify is given.

8.6: 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.

8.7: Undersheriff Appointment. Any employee covered by this Agreement who is appointed Undersheriff shall retain their seniority and classification seniority as of the date of such appointment, 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, their retained seniority shall be reinstated upon the date of their return, and shall thereafter begin to accumulate seniority and classification seniority again.

#### ARTICLE IX LAYOFF AND RECALL

9.1: 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 ten (10) calendar days advance notification of layoff and, if known, the anticipated duration of the layoff.

9.2: Displacement Rights After Layoff. Employees with seniority who are laid off shall be entitled to displacement right within and without the collective bargaining unit as follows:

- A. Within the collective bargaining unit. Employees may 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.
  - 1. The laid off employee has greater seniority than the employee to be displaced.
  - 2. 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.
  - 3. The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoffs.
  
- B. Outside the collective bargaining unit. Employees may displace the least senior employee in any job classification covered by another collective bargaining unit within the Sheriff's Department whose start rate is less than or equal to the start rate of their present classification under the following conditions.
  - 1. The laid off employee has greater seniority than the employee to be displaced.
  - 2. 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.
  - 3. 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. A decision by the Sheriff that an employee is not presently qualified is not subject to challenge through the Grievant and Arbitration Procedures.

9.3: 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.

9.4: Recall Procedure. When employees are to be recalled from layoff, 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.

9.5: 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.

9.6: Layoff 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.

ARTICLE X  
LEAVES OF ABSENCE

10.1: 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.

10.2: 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.

10.3: 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 the decision is arbitrary, capricious, and without any basis in fact whatsoever.

10.4: 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 10.12 Paid Sick Leave and sickness and accident insurance payments under Sickness and Accident Insurance, but otherwise the leave shall be without pay or benefits except as provided in Continuation of Insurance Premium Payment. 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.

**10.5. 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.
- E. **Servicemember FMLA .** The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Servicemember FMLA"). Except as mentioned below, an employee's rights and obligations to Servicemember FMLA Leave are governed by the County's existing FMLA policy.
  1. **Employee Entitlement to Servicemember FMLA** Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:
    - a. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
    - b. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

2. Duration of Servicemember FMLA
  - a. When Leave Is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period.
  - b. When Leave Is To Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
3. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

Except as provided for to care for an injured/ill servicemember, 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 (status quo).

**10.6: 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.

10.7: 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 they otherwise would have worked, they shall receive the difference between their straight time regular rate of pay, exclusive of all premiums, for eight (8) hours and the amount they 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 they claim such pay; and (3) return to work promptly if, after they are summoned by the Court, they are excused from service.

10.8: Personal Days. Full time non-probationary employees covered by this Agreement shall be allowed a maximum of five (5) personal days leave of absence with pay each calendar year. All requests for a personal day leave of absence must be made to the Sheriff or 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. 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.

10.9: 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 their regularly scheduled hours shall receive their 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, 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.



10.10: 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.

10.11: Union Leave. The Employer agrees to grant a maximum total of two (2) paid days leave of absence each year under this Agreement to be used for Union business by the president or the Steward. 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.

10.12: Paid Sick Leave. Employees 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 their sick day allowance when they are incapacitated for the safe performance of their 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.

10.13: Workers' Compensation Supplemental Payments. When a non-probationary employee covered by this Agreement takes sick leave because they have 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 their 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 re-injury 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.

## ARTICLE XI HOURS OF WORK

11.1: 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. The Employer reserves the right to change the normal workday whenever it determines operating conditions warrant such changes.

11.2: 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 their 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, 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 of each year.

11.3: 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 expected to interrupt their lunch period to conduct the Department's business whenever necessary.

11.4: 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 designated representative.

11.5: 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.

11.6: Moonlighting. No employee shall work at other employment which will be a conflict of interest or impair their 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.

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

## ARTICLE XII WAGES AND PREMIUM PAY

12.1: Employee Compensation. During the term of this Agreement, wages shall be as set forth in Appendix A. Employees normally begin at the minimum rate and progress from step to step in the wage classification 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 classification where it views such action as necessary or appropriate.

12.2: New Classifications. If the Employer establishes a new classification covered by this Agreement, the Union shall be provided at least twenty (20) calendar days 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 level. If the Union believes the proposed wage level is inappropriate, the Union shall, within fifteen (15) calendar days after notification of the proposed wage level, advise the Employer in writing of its intention to request bargaining over this wage level, and the parties shall thereafter meet to discuss the proposed wage. In the event that the Union does not request bargaining within the fifteen (15) calendar day limit, the proposed wage level shall be considered to be the agreed upon wage level for that classification.

12.3: Overtime Pay. 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. An employee's straight time regular rate of pay shall be determined by dividing his annual salary by 2,080 hours.

To be eligible for premium pay under this Section, an employee must have worked all of their scheduled hours in a normal workweek unless excused for one of the following reasons:

- A. Illness or injury supported by a physician's statement, if required by the Employer;
- B. Death in the employee's immediate family;

There shall be no pyramiding or duplication of premium pay.

12.4: Compensatory Time. Employees who are required to work overtime in a work period may elect to receive compensatory time in lieu of receiving pay for the hours worked. This compensatory time shall be credited at the rate of one and one-half (1-1/2) hours for every hour worked in excess of eighty (80) in any work period. The scheduling of compensatory time off shall be arranged in advance by the employee with their Department Head. A request for use of compensatory time may be denied, or canceled if it would unduly disrupt the County's operations or if the time off would be required to be filled by an employee at other than straight time rates. Compensatory time off may be accumulated to a maximum of forty (40) hours, and all unused compensatory time shall be paid in the last full pay period in December of each year.

12.5: 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). 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. 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 their return to work.

Effective January 1, 2009, any new employee hired or promoted into the unit will not be eligible for longevity payments if either of the following apply:

- a. The employee was hired from outside of the Wexford County Sheriffs Office;
- b. If an employee promoted from within the Wexford County Sheriff's Office, the employee was promoted from a position for which, at the time of promotion, the employee was not eligible for longevity payments.

#### ARTICLE XIII HOLIDAYS

13.1: 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

It is understood that employees may be required to work on holidays in accordance with the Employer's scheduling determination.

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

- A. The employee must work their 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.

13.3: Holiday Celebration. When New Year's Day and Christmas Day fall on a Saturday, they will be celebrated on the preceding Friday and Christmas Eve and New Year's Eve will be celebrated on the preceding Thursday. Whenever Christmas Eve, New Year's Eve or Independence Day fall on a Saturday, they will be celebrated on the preceding Friday. When Christmas Day, New Year's Day or Independence Day fall on a Sunday, they will be celebrated on the following Monday. When Christmas Eve and New Year's Eve fall on a Sunday, they will be celebrated on the following Monday and Christmas Day and New Year's Day will be celebrated on the following Tuesday. When Veteran's Day falls on a Saturday, it will be celebrated on the preceding Friday and when Veteran's Day falls on a Sunday, it will be celebrated on the following Monday. 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.

13.4: 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 pro-rata basis to eligible employees in the first (1st) pay check of the months of July and December of each year in a paycheck separate from the employees normal wages. This payment shall be for the number of recognized holidays set forth in Section 13.1 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.

13.5: Effective January 1, 2003, time and one-half (1-1/2) shall be paid for all hours worked on a holiday in addition to holiday pay as provided in 13.4. 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.

**ARTICLE XIV**  
**VACATIONS**

14.1: 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 their 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</u>	<u>Paid Time Off</u>
1 year	80	10 workdays
5 years	120	15 workdays
15 years	160	20 workdays
20 years	200	25 workdays

14.2: 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 their 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, they shall receive a percentage of their vacation pay on the basis of their hours actually worked according to their length of service in accordance with the following schedule, provided they work 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%

14.3: 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 their available vacation time off prior to the employee's next anniversary date of hire. Should the employee be unable to reduce their earned vacation time to the amount of allowed accumulation set forth in this Section, they 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.

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

14.5: Vacation Basis. Vacation pay will be computed at the straight time regular rate of pay an employee is earning at the time they take vacation leave.

14.6: Benefits on Termination. Employees who leave the employ of the Employer prior to their anniversary date of hire in any year will not accrue any vacation leave for that year. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances:

- A. If any employee retires in accordance with the retirement plan currently in effect.
- B. If an employee resigns from employment and a minimum of four (4) weeks advance notice is given.



- C. If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.
- D. If the employee dies.

#### ARTICLE XV PENSION

15.1: Retirement Plan. All full-time and regular part-time employees of the Employer within this collective bargaining unit shall participate in Plan B-2 with the F55(25) rider of the Michigan Municipal Employees Retirement System. The employee's contribution rate toward the cost of the Plan shall be two percent (2%) of their gross compensation. Effective January 1, 2003, the employees' pension contribution shall be reduced by one percent (1%).

Effective January 1, 2004, the employee's pension plan shall be the MERS B-3 plan. The cost of the upgrade shall be borne by the Employer.

The employees have the B-4 and are paying 3.49 % of their compensation for this benefit. The employees shall pay for the entire cost of the B-4.

#### ARTICLE XVI INSURANCE

16.1: Hospitalization Care Insurance. The Employer shall make available a group insurance plan covering certain hospitalization, surgical, and medical 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 health 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 and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

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.

	2008 "rates"
One Person Coverage	\$310.20
Two Persons Coverage	\$672.43
Family Coverage	\$949.92

Between January 1, 2009 and April 30, 2009 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 up to 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 up to 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.

Effective January 1, 2011, the maximum sums paid by the Employer shall be increased, if at all, consistent with any changes implemented in the collective bargaining agreement between the County and the POAM 312 eligible deputies unit. To like effect, changes to the sum to be paid by employees, if any, shall be consistent with any changes implemented in the collective bargaining agreement between the County and POAM 312 eligible deputies unit.

**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 C. 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.**

A. Effective January 1, 2011, the COAM shall receive the same healthcare including the same insurance, co-pays, deductibles and/or caps as are negotiated with the POAM Deputies Unit.

B. Effective February 13, 2007 the drug card shall exclude, in addition to those medications excluded under the previous plan, lifestyle medications (See Appendix C for a list of lifestyle medications).

C. Retiree Health Insurance:

- (a) Eligibility. The Employer agrees to make available the same health insurance coverage as it does for active employees, if available, for all eligible retirees with the eligible retiree paying the full health insurance premiums (as computed by the retiree suffix group then in place, which is currently group 900) until age 65 or until the retiree otherwise is eligible for Medicare coverage. Employees shall be able to purchase supplemental insurance to Medicare coverage.

An eligible employee is one who:

1. Has twenty five (25) years of service with Wexford County (prior military service time or any other type of Municipal Employees Retirement System (MERS) service credit purchased before October 1, 1998 in accordance with policy can be included in the 25 year requirement); and is at least fifty five (55) years of age; and has not had any lapse in group health coverage, or
  2. Is retired due to duty disability as determined by MERS.
- (b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer, he must secure coverage from that group and remain with such coverage until such coverage is no longer available. The retiree may then return to the County's retiree group health coverage upon his separation from the other Employer or if the other Employer no longer offers health insurance coverage.

**16.4: Term Life Insurance.** All full-time employees shall be eligible for term life insurance coverage in an amount of Thirty Thousand Dollars (\$30,000) with Thirty Thousand Dollars (\$30,000) of accidental death and dismemberment coverage after completion of the waiting period in effect. The specific terms and conditions governing the term life insurance

coverage are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the total premiums required for eligible employees.

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 percent (70 %) of their normal gross weekly wages. These benefits shall be payable from the first (1<sup>st</sup>) day of disability due to accidental bodily injury or hospitalization or from the eighth (8<sup>th</sup>) 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. 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 except as follows:

- A. 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.
- B. 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.
- C. If an employee covered by this Agreement is on a sick leave of absence and is receiving 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 sick leave commenced.

16.8: Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Sections 16.1 through Section 16.7, 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.

16.10: Provisions of Insurance Plans. No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

#### ARTICLE XVII MISCELLANEOUS

17.1: 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.

17.2: 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.

17.3: 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.

17.4: College Courses. The Employer agrees to reimburse employees for the costs of necessary books and tuition costs for college courses that are directly related to the job functions performed by the Sheriff's Department or for courses that are part of a degree program at an approved college or university that is related to the functions performed by the Sheriff's Department. These amounts shall be reimbursed upon presentment of evidence of successful completion of the course, subject to a maximum of \$200 per year for any individual.

17.5: 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 employee(s).

17.6: Defective Equipment. If Department issued equipment should be regarded as seriously defective, an employee should immediately inform their immediate supervisor. If the supervisor finds the equipment to be seriously defective, it shall be taken out of service until repaired.

17.7: 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 their normal duties shall be entitled to fifty (50) rounds of practice ammunition each month, provided they have turned into the Department all ammunition casings used in the prior month.

17.8: Mileage. Whenever an employee is requested by the Employer to use their own personal vehicle in the line of duty and on the business of the Employer, they shall be accorded reasonable mileage expenses at a rate not less than current County policy per mile.

17.9: Readiness for Duty. Each employee required as part of their 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. 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.

17.10: 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.

17.11: 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.

17.12: 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 their personnel file with a supervisor present.

17.13: 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 their statutory remedy as their single means of challenging the Employer's determination. If the employee elects to pursue their 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.

17.14: 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.

17.15: 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.

17.16: Clothing Allowance. 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

be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or their statutory remedy as their single means of challenging the Employer's determination. If the employee elects to pursue their 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.

17.14: 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.

17.15: 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.

17.16: Clothing Allowance. Detectives covered by this collective bargaining agreement shall receive an annual clothing allowance in the amount of ~~\$400.00~~. This allowance shall be paid on the first pay period on or after January 1st of each year. The

3/01/2010



Sheriff may determine the type of items purchased and may require receipts for items purchased under this Section.

17.17: 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 17.16. This dry cleaning provision does not apply to any item of personal clothing.

17.18: Uniforms. The Employer shall furnish those uniforms and accessories deemed appropriate and necessary by the Sheriff. Uniforms and/or accessories may vary depending upon the classification of the employee. However, all employees within a classification shall be issued in a like amount and type of uniforms and accessories. The Sheriff reserves the right to from time to time, change, alter, prescribe and/or amend rules and regulations concerning the issuance of type, use, preservation, and care of such uniforms and accessories.

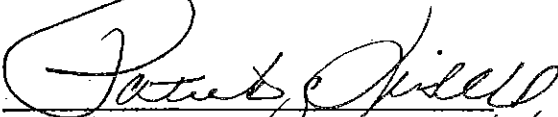
**[[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.  
AGREEMENT CONTINUES ON PAGE 36.]]**

**ARTICLE XVIII**  
**TERM OF AGREEMENT**

18.1: Duration. This Agreement shall become effective upon ratification and remain in force and effect until December 31, 2011, 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.


COMMAND OFFICERS  
ASSOCIATION OF MICHIGAN


WEXFORD COUNTY BOARD  
OF COMMISSIONERS

  
Patrick Spidell, Business Agent 11/4/10

  
Leslie Housler, Chairperson  
Board of Commissioners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Sarah McKeever, Chairperson  
Human Resources Committee

  
Gary A. Finstrom, Sheriff

  
Michael Stamp, Chairperson  
Wexford County Board of Commissioners

APPENDIX A

The salary level for Lieutenants shall be as follows:

- (1) Administrative Lieutenant
- (2) Jail Administrator (Lt.)
- (3) Detective Lieutenant

<u>1-1-2009</u>	<u>1-1-2010</u>	<u>1-1-2011*</u>
\$24.40	\$24.92	*
\$50,752.00	\$51,833.60	*

*If POAM receives pay raise - \$2.50; if no raise - stay at \$24.92*

There will be no additional wage increases granted to unit employees. However, the negotiated differential (i.e. \$2.50/hour above top Sgt) will be maintained during the term of the agreement.

\* Pay increases in 2011 will be controlled by that granted to the POAM 312 eligible unit.

APPENDIX A

The salary level for Lieutenants shall be as follows:

- (1) Administrative Lieutenant
- (2) Jail Administrator (Lt.)
- (3) Detective Lieutenant

<u>1-1-2009</u>	<u>1-1-2010</u>	<u>1-1-2011</u>
\$22.99	\$23.49	\$23.94
\$47,819.20	\$48,859.20	\$49,795.20

There will be no additional wage increases granted to unit employees. However, the negotiated differential (i.e. \$2.50/hour above top Sgt) will be maintained during the term of the agreement.

3/01/2010

## 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 possible after execution of this Agreement, the Employer shall offer the Blue Cross/Blue Shield PPO4; \$10/ \$40 drug card.

APPENDIX C  
LIFESTYLE MEDICATIONS

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 drug 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®, Cialis® 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 prescription 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
  - Anabolic steroids
  - Bedwetting prevention
  - Botulism toxin
  - Cognition enhancing drugs
  - Erectile/sexual dysfunction treatments
  - Growth hormone
  - Hair growth agents

- Infertility drugs
- Morning after pills
- Nail fungus treatments
- Non-sedating antihistamines
- Oral contraceptive
- Smoking cessation products
- Topical anti-aging agents
- Weight loss products
- 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

N:\Client\Wexford\Nega\Command\2009\CBA Final.wpd