

1/1/99

AGREEMENT

Between

CRAWFORD COUNTY SHERIFF
and
CRAWFORD COUNTY BOARD OF COMMISSIONERS

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 1995 through January 1, 1999

Crawford County

AGREEMENT

Feb. THIS AGREEMENT made and entered into this 21st day of Feb., 1996, by and between the CRAWFORD COUNTY SHERIFF and the CRAWFORD COUNTY BOARD OF COMMISSIONERS, as co-employers, located in Grayling, Michigan, hereinafter referred to as the "Employer", and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (POAM), located at 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, hereinafter referred to as the "Union".

PURPOSE AND INTENT

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

ARTICLE I
RECOGNITION

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

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

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

1.3: Jurisdictional Rules. The Employer shall not direct or require their employees other than the employees in the bargaining unit here involved to perform work which is recognized as the work of the employees in said unit, except in emergency cases. This

agreement shall not preclude the sheriff or undersheriff from performing the duties of their offices.

ARTICLE II
UNION SECURITY

2.1: Agency Shop.

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- B. Membership in the Union is separate, apart, and distinct from the assumption by one of this equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after being satisfied that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement, including dues and initiation fees.
- C. In accordance with the policy set forth under subsection B. of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

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

2.2: Checkoff.

- A. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of the Police Officers Association of Michigan, 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152, provided, however, that the Union presents to the Employer authorizations signed by such employees allowing deductions and payments to the Union. This may be done through the officer of the Union.
- B. Amount of dues will be certified to the Employer by the secretary-treasurer of the Union.
- C. Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE III
REPRESENTATION

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

- A. The investigation and presentation of grievances in accordance with the provisions of this Collective Bargaining Agreement.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information: (1) have been reduced to writing, or (2) if not reduced to writing, are of a routine nature and not involve work stoppage, slowdowns, or any interference with the work.

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

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

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

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

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

ARTICLE IV
RESERVATION OF RIGHTS

4.1: Rights of the Employer. It is understood and hereby agree that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the Employer's operations. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to direct, hire, promote, transfer, assign, and retain employees in positions within the County consistent with the employee's ability to perform the assigned work, and to suspend, demote, and discharge for just cause and to fix and determine reasonable penalties. It is also agreed that the Employer has the right to determine the method and means of work and the number of personnel by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duties and obligations of the Employer to the taxpayers thereof. The Employer shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of this Agreement.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURES

5.1: Definition of Grievance. It is mutually agreed that all grievances, disputes, or complaints arising out of the application or interpretation of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

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

- A. Step 1. Verbal Procedure. An employee with a complaint shall notify the Undersheriff within five (5) working days after the employee knows or should have known of the event giving rise to the grievance. The complaint shall be discussed by the employee, the union representative, and the Undersheriff, or in his absence the Sheriff.
- B. Step 2. Written Procedure. In the event the grievance is not satisfactorily resolved at the Verbal Step, it shall: (1) be reduced to writing, (2) adequately set forth the facts pertaining to the alleged violation, (3) refer to the specific provision(s) of this Agreement which are alleged to have been violated, (4) be signed by the aggrieved employee and a Union representative, and (5) be presented within ten (10) days following the incident which gave rise to the grievance to the Sheriff or his designee. The Sheriff or his designee shall (1) place his written disposition and explanation thereupon and (2) return it to the Union representative or alternate involved within five (5) days.
- C. Step 3A. Grievance Procedure for the Internal Operations of the Department. If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Sheriff or his designee within five (5) days following receipt of the written answer in Step 2. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the Sheriff and/or his designee and representatives of the Union. Either party may have non-employee representatives present, if desired. In the event the meeting cannot be held within the ten (10) day period, the parties mutually agree that it shall be

scheduled for a date mutually convenient for the parties without unreasonable delay. The Sheriff shall place his written answer on the grievance within seven (7) days following the meeting and return the grievance to the Union. In order for the decision to be binding at Step 3, the answer must bear the signatures of the Sheriff. Appeal from this step shall be to section 5.6.

- D. Step 3B. Grievance Procedure for the Economic Provisions of the Contract. In the event the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the County Clerk within five (5) days following receipt of the Sheriff's written answer at Step 2. Within ten (10) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. Either party may have non-employee representatives present, if desired. In the event the meeting cannot be held within the ten (10) day period, the parties mutually agree that it shall be scheduled for a date mutually convenient to the parties without unreasonable delay. The Employer shall place its written answer on the grievance within seven (7) days after the meeting and return the grievance to the Union. In order for the decision to be binding at Step 3, the answer shall bear the signatures of both the Chairperson of the County Board of Commissioners and the Sheriff.

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

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

the Union. The time limits established herein may be extended by mutual agreement in writing.

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

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

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

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

ARTICLE VI
DISCIPLINE

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

6.2: Expedited Grievance. Grievances for suspension or discharge shall be processed by submission of a written grievance within five (5) calendar days following the suspension or discharge

at Step 3 of the Grievance Procedure. The employee subject of a suspension or discharge shall be allowed to discuss the action with his union representative prior to leaving the Employer's premises and the Employer will make available an area for said discussion to take place. The Sheriff or his designee shall provide the employee and the Union steward with a written statement of the allegations surrounding the employee's conduct and the tentative findings regarding same prior to making a final disciplinary decision. Following presentation with the allegations and tentative findings, the employee shall have an opportunity to respond to the allegations and factual findings. Following the employee's explanation, the Sheriff and/or his designee shall make the final disciplinary decision and shall present such in writing to the employee with a copy to the Union steward.

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

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

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

ARTICLE VII
STRIKES AND ILLEGAL ACTIVITIES

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

authority of stewards and shall not hold the Union liable for any unauthorized acts.

ARTICLE VIII
SENIORITY

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

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

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

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

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

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

- A. No permanent or probationary employee shall be laid off from his position in the Sheriff Department while any temporary or irregular employees are serving in the same position in the Department.
- B. The first employee to be laid off shall be the employee with the least seniority in the classification or rank affected; provided, however, that the remaining senior employees have the ability to perform the required work. Further layoffs from the affected classification or rank shall be accomplished by the inverse order of seniority; provided, however, that the remaining senior employees have the ability to perform the required work.
- C. Upon being laid off from his classification or rank, an employee who so requests shall be demoted to a lower classification or rank in the Department in lieu of layoff; provided, however, that he has greater seniority than the employee who he is to replace and he has the ability to perform the required work.
- D. Employees who during layoff status are demoted or bump down to a lower classification shall continue to receive the same pay they were receiving prior to the demotion or bump down.

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

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

8.8: Job Advancement.

- A. All permanent vacancies and newly created positions within the bargaining unit shall be posted for seven (7) working days. The posting shall indicate

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

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

8.9: Special Assignment. The Employer shall offer special assignments by seniority within the classification of a division of the bargaining unit contingent upon the employee with seniority is qualified.

8.10: New Divisions. In the event the Employer opens additional divisions within the Department, the seniority and classifications of the newly-created jobs are subject to negotiation with the Union.

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

ARTICLE IX
LEAVES OF ABSENCE

9.1: Personal Leave. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from the Employer. During the period of

absence, the employee shall not engage in employment in the law enforcement field. Failure to comply with this provision will result in complete loss of seniority rights for the employee involved. Any such leaves of absence shall be without pay.

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

9.3: Family and Medical Leave.

A. General.

1. A regular employee who has completed twelve (12) months of employment and worked at least 1,250 hours for the Employer in the twelve (12) month period preceding the leave date shall be granted an unpaid personal leave of absence for a period not to exceed a total of twelve (12) weeks within a twelve (12) month period. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Employer. Employees who have worked less than twelve (12) months or who have worked less than 1,250 hours in the twelve (12) months preceding the leave date may be granted unpaid leave of absence at the discretion of the Employer. An unpaid leave of absence under this section shall (as to eligible employees) or may (as to ineligible employees) be granted in the following cases.
 - a. A serious health condition that makes the employee unable to perform the functions of his/her position;
 - b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 - c. Because of the placement of a child with the employee for adoption or foster care and in order to care for such child;

- d. Because of the birth of a child of the employee and in order to care for such child; or
 - e. For other reasons deemed appropriate by the Employer.
2. Employees shall be required to exhaust all "paid days off" resulting from the accrual of the eight (8) days per year which was historically called "sick and personal time," prior to the use of unpaid leave of absence for condition (a) above. This requirement shall not be interpreted to require an employee to use his/her "monetary bank." For any of the other above listed reasons cited at b through e, employees shall be required to exhaust their accrued "additional paid days off" (which was historically called vacation time) prior to any unpaid leave of absence.
3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
6. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993 and should be interpreted and applied to achieve that effect.
- B. Continuation of Benefits. All leaves of absence under this section shall be without pay (except where the employee is required to exhaust accrued

leave as above) and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees who have worked at least 1,250 hours of service in the twelve (12) months prior to the leave, for a maximum period of twelve (12) weeks while the employee is on approved leave of absence under conditions (a), (b), (c) or (d) listed in the first section (A) 1 above. This twelve (12) week period of health insurance continuation shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during an unpaid personal leave of absence after the periods noted above. An employee will not accumulate "paid days off" or "additional paid days off" nor be paid for holidays which may fall during any unpaid leave periods. Seniority shall not accrue while an employee is on an unpaid leave of absence.

- C. Reinstatement After Leave. When a leave of absence under condition (a) above is granted for longer than twelve (12) months, or under conditions (b), (c) or (d) above is granted for longer than twelve (12) weeks, or for longer than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when the employee returns to work. That decision will be at the discretion of the Co-employer.
- D. Notice. For leave taken due to the birth of a child or the placement of a child with the employee, and where the leave is foreseeable based on the anticipated birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice prior to the date of leave, except that if the actual date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

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

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

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

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. When applicable, a statement that the eligible employee is needed to care for a child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;

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

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

9.5: Military Leave.

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

9.6: Paid Leave Days. All full-time employees covered by this Agreement shall be credited with sixty-four (64) hours paid leave on January 1 of each year. For new employees, the number of paid leave hours credited will be prorated according to the number of months remaining in the calendar year. All unused paid leave hours as of December 31 of each year will be redeemed by the Employer. Each full-time employee will be paid time and one-half (1-1/2) for his unused paid leave hours as of December 31 in the first full pay period in January at the rate he was earning on December 31.

ARTICLE X
HOLIDAYS

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

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

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

- A. The employee must work his hours on the Employer's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless the employee is on an excused leave of absence.
- B. The employee must not be laid off.
- C. The employee must not be suspended for disciplinary reasons; provided, however, if such suspension is reversed, the employee will receive the applicable holiday pay.
- D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.
- E. Employees who elect to use personal days on holidays shall not be eligible to receive holiday pay. An employee who is scheduled to work on a holiday but elects to utilize personal time shall not be considered to be eligible for holiday pay. An employee who uses a personal day due to a verifiable emergency will not lose eligibility for holiday pay.

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

10.4: Worked Holidays. Employees eligible for holiday pay who work on holidays recognized under this Agreement shall receive one

and one-half (1-1/2) times their regular straight time rate of pay for all hours actually worked, plus holiday pay.

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

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

ARTICLE XI
VACATIONS

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

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

11.2: Vacation Scheduling.

- A. Employees may schedule time off for their vacations during any of the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Sheriff's rules, provided that, in the opinion of the Sheriff, such time off does not unreasonably interfere with the efficient operation of the Department and the Sheriff's obligations to the public generally.
- B. Vacation schedules should be worked out as far in advance as possible. To accomplish this and to consider the wishes of the employees, after

January, each employee shall indicate on a yearly calendar his vacation request(s) no later than April 1. After April 1, all employees who have failed to select their vacation times will take whatever times are available according to seniority. The Sheriff will notify employees of their vacation periods within a reasonable time after April 1 of each year.

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

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

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

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

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

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

ARTICLE XII
HOURS OF WORK

12.1: Workday and Workweek. The regular workweek is established as either eight (8) or twelve (12) consecutive hours per day in an eighty (80) hour pay period, inclusive of a thirty (30) minute lunch period per shift.

A. The schedule will remain the same as it currently is by seniority. The shifts will be bid permanently on the first week in December for the following year, in three (3) month increments (quarterly).

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

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

12.4: Call-Back Pay. In the event that an employee is called to work after his normally scheduled day, he shall be guaranteed three (3) hours' pay at the rate of one and one-half (1-1/2) times his hourly rate. Reporting assignments shall include Court time spent by an employee off duty.

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

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

12.7: Work in Higher Classification. An employee, except Animal Control Officer(s), who works in a higher classification for two (2) or more hours during a work shift shall be paid at the higher classification rate for such time worked. An Animal Control Officer working as a road deputy for two (2) or more hours shall receive the deputy rate of pay for such duty. Any employee working in a higher classification for two (2) or more hours will receive the rate for the higher classification which reflects an increase from the current rate for the total time worked in the higher classification.

12.8: Schooling and In-Service Training. If the Employer requires an employee to attend school or to participate in in-service training on his off duty time, the employee will be paid at the straight-time rate of pay called for in this Agreement.

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

method of upgrading the personnel. Employees who are designated for the above shall receive the appropriate rate of pay called for in this Agreement.

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

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

ARTICLE XIII
WAGES

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

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

ARTICLE XIV
LONGEVITY

14.1: Longevity Benefit. Employees will be eligible for longevity pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Benefit</u>
4	\$150
5	180
6	210
7	240
8	270
9	300
10	330
11	360
12	390
13	420
14	450
15	480

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

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

ARTICLE XV
INSURANCE AND PENSION

15.1: Hospitalization Medical Coverage. During the term of this Agreement, the Employer agrees to pay the required premiums for each employee, including dependent coverage, under the Employer's Blue Cross/Blue Shield MVF-1 program with the Master Medical I rider, riders D, F, and a \$3.00 prescription drug rider. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee who is on layoff or leave of absence, subject to section 15.6 below, beyond the month such layoff or leave of absence commences. The Employer reserves the right to select or change all insurance carriers, provided that the level of benefits remains substantially the same.

- A. HMO. The County will allow employees covered by this agreement to choose an HMO coverage in place of regular Blue Cross/Blue Shield, by the employee paying the cost difference over and above the regular Blue Cross/Blue Shield premium.

15.2: Retiree's Insurance. The Employer agrees to pay the required two-person premium under the Employer's Blue Cross-Blue Shield MVF-1 program with the Master Medical I rider for employees who retire from active service with the County at the normal retirement age called for in the Employer's pension plan. There shall be no liability on the Employer under this Section if the retiree is eligible for coverage under some other group insurance program with substantially equivalent benefits. At age 65 or the retiree's eligibility for Medicare, whichever comes first, the Employer's obligation shall be limited to paying the premium for Medicare supplement insurance. For employees hired after January 1, 1988, the Employer will pay the single premium for the above insurance upon retirement.

15.3: Annuity in Lieu of Health Insurance. Full-time employees may elect not to take hospitalization coverage and substitute an Employer purchased annuity in the amount of \$1,400 annually, payable in equal monthly installments. Notice to enroll in the annuity program must be given to the County Clerk in writing during the hospitalization insurance company's open enrollment period.

Once elected, the plan will continue until such time as the employee elects otherwise during the hospitalization company's open enrollment period or at such time as may be permissible under the hospitalization insurance company's rules.

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

15.5: Life Insurance. The Employer agrees to pay the cost of a life insurance policy in the amount of \$20,000 for each employee with a rider of double indemnity for accidental death incurred while in the line of duty. The County will make available to interested employees an additional \$10,000 of insurance at the Employers current cost to be paid by the employee. The Employer reserves the right to become self insured or funding for purposes of life insurance.

15.6: Workers' Compensation. The Employer will provide Workers' Compensation for the employees in the Sheriff's Department. The Employer will also pay the employee the difference between the amount Workers' Compensation pays and the employee's regular wage for job related injuries for a period of twelve (12) months. The Employer will also pay all insurance premiums in cases of job related injuries or illness for a period of twelve (12) months.

15.7: Sickness and Accident Insurance.

- A. The Employer shall provide sickness and accident insurance (S&A) for all full-time employees covered by this Agreement, effective the first workday following the employee's completion of sixty (60) calendar days of employment with the Employer. The employee who is eligible shall receive 70% of their normal weekly straight time wages up to a maximum of \$600 per week S&A payment. S&A benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and from the eighth (8th) day of illness for a total period not to exceed twenty-six (26) weeks for any one incident/period of disability. Employees shall not be eligible for S&A benefit for any period of disability for which they are eligible for benefits under a retirement plan, the Social Security Act or Workers' Compensation.
- B. Accrued sick days earned prior to January 1, 1988 shall be converted to a monetary amount to be used only as set forth in this subsection. The

employee's sick leave credits as of December 31, 1987 will be multiplied by the employee's straight-time hourly rate of pay as of the first full pay period in January 1988. This conversion shall result in a monetary "bank" from which an employee may draw in the following manner:

1. To supplement workers' compensation or sickness and accident insurance benefits paid to an eligible employee, provided, however, the sum of any such sickness and accident insurance benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wages.
2. Following exhaustion of the sickness and accident insurance benefits provided by the Employer's insurance carrier, the employee may draw from his "bank" a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wages.
3. Upon death, retirement under the Crawford County retirement program, including disability retirement, or termination because of length of layoff, the employee or his designated beneficiary will be paid 100% of any amounts remaining in his sick leave bank up to a maximum of sixty-four (64) days equivalent as of the first full pay period in January 1988.
4. Upon termination other than discharge for cause, the employee will be paid seventy-five percent (75%) of any amounts remaining in his sick leave bank up to a maximum of a thirty (30) days equivalent as of the first full pay period in January 1988.
5. Following exhaustion of an employee's annual paid leave days, the employee may draw against his sick leave bank on an hour-for-hour basis at his then current rate of pay for absences due to illness. The Employer may require the employee to provide evidence of illness to justify the request for pay from the employee's sick leave bank.
6. Effective January 1, 1996, employees may draw up to \$1,000.00 annually in cash from their monetary banks. Employees may draw against their monetary banks to buy prior

municipal/military service credit for pension purposes.

- C. While an employee is on the sick and accident insurance for up to the maximum of twenty-six (26) weeks, the following benefits also accrue:
1. Seniority
 2. Vacation
 3. Longevity
 4. Personal Days
 5. Health Care Insurance
 6. Dental Insurance
 7. Life Insurance
 8. Pension

15.8: Pension. The Employer shall provide and pay the cost of the Municipal Employees Retirement System (MERS), benefit level B-2 for all full-time employees who have attained three (3) months of service. The benefit level shall include the F55 rider providing full age and service retirement at age 55 years with 15 years of service. All employees hired after January 1, 1993, shall receive the benefit of a normal age/service requirement of 50 years of age with 25 years of service. Those employees hired prior to January 1, 1993, shall have the option of a 55/15 or 25/50, whichever is of greater benefit to the employee. On December 31, 1998, the Employer shall improve the pension level by adding benefit B-3. The employees shall pay two (2%) percent toward the cost of this improvement. The actual cost of the improvement will be actuarially determined by the MERS system. The Employer will pay any other costs.

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

ARTICLE XVI
UNIFORMS AND EQUIPMENT

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

Deputies

- 8 shirts
- 6 pants
- 3 ties
- 2 hats (1 winter, 1 summer)
- 2 jackets (1 winter, 1 summer)
- 1 hat badge
- 1 shirt badge
- 1 pocket badge

All necessary bars, stripes, and patches

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

16.2: Cleaning Allowance. All employees shall be granted a uniform maintenance allowance of three hundred twenty-five dollars (\$325) per year, payable on January 1st, starting in 1989. Effective January 1, 1993, the uniform maintenance allowance shall be increased to three hundred seventy-five dollars (\$375) per year.

Effective January 1, 1992, the detective shall have a combined clothing and cleaning allowance of four hundred fifty dollars (\$450) per year. Effective January 1, 1993 the allowance shall be increased to five hundred dollars (\$500) per year.

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

16.3: Equipment.

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

B. The Employer shall require that all patrol officers wear a bullet-proof vest while on duty. Accordingly, the Employer agrees to purchase and provide such protective vest of the "Second Chance" type and quality for each full-time deputy and corrections officer. Such vests shall be of a quality which would repel a bullet fired at point blank range from a department issued service revolver. All deputies and corrections officers will be required to wear the Employer purchased vest during their hours of work. The Employer agrees to replace the above vest at the expiration of the manufacturer's warranty or at the time of the manufacturer's recommended replacement.

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

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

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

16.7: Firearms Qualifications. Each employee who carries a firearm by virtue of his appointment shall qualify two (2) times each calendar year by scoring a minimum of seventy percent (70%) of the total possible points on a course of fire designated by the training officer for the type of weapon carried by the employee. Fifty (50) rounds of ammunition per month and shooting facilities for practice will be provided by the Department for use by the members. Service ammunition will be issued one (1) time each calendar year at the designated qualification. Qualification will be regulated under rules specified by the training officer. Employees who fail to qualify shall receive special firearm training over a period of time. All firearm shoots, on or off duty, shall be done at the employee's straight time hourly rate.

ARTICLE XVII
HEALTH AND SAFETY

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

17.2: Accidents. Any employees involved in any accident shall report said accident and any physical injury sustained immediately. The employee before starting his next shift, shall make out an accident report in writing, on a form furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer. Employees shall submit a written incident report of any accident involving a Sheriff Department vehicle not later than the end of the shift, prior to the start of the next shift in an unsafe operating condition.

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

ARTICLE XVIII
MISCELLANEOUS

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

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

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

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

18.5: Legal Representation. The County will provide to an employee such legal assistance as may be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is engaged in the proper performance of his police duties and responsibilities for the County, provided that notification is immediately given to the County that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action. The Employer agrees to maintain for each employee false arrest insurance which will provide coverage for one hundred thousand dollars (\$100,000) for each occurrence.

18.6: Mileage Allowance. When an employee is required by the Employer to provide his own transportation to and from a job location or to do other related duties which may be assigned from time to time, he shall receive twenty-two cents (\$0.22) per mile,

or such higher rate as may be established by the Board of Commissioners during the life of this Agreement.

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

18.8: Physical Examination.

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

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

18.9: Residency. Upon completion of probationary period, as a condition of employment, all employees shall reside within the County.

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

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

18.12: Severability. In the event that any provision of this Agreement shall at any time be declared by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid as set forth in this section, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

18.13: Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area

of collective bargaining and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement. It is not the intent of this clause to delete any of the established practices which are uniformly applied in the Department related to wages, hours and working conditions.

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

ARTICLE XIX
DURATION OF AGREEMENT

19.1: Termination. It is agreed between the parties that this Agreement shall continue in full force and effect until 12:01 a.m. January 1, 1999. If either party desires to modify this Agreement, it shall give written notice within one hundred twenty (120) days of the expiration of this Agreement and negotiations for a new Agreement shall commence thirty (30) days after that date.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Patrick J. Spidell
Patrick J. Spidell
Business Agent

CRAWFORD COUNTY COMMAND
OFFICERS ASSOCIATION

[Signature]

CRAWFORD COUNTY BOARD OF
COMMISSIONERS

[Signature]
Sandy Moore
Acting Chairman

CRAWFORD COUNTY SHERIFF

[Signature]

APPENDIX "A"

Effective the first full pay period beginning on or after January 1, 1995, the following wage scale based on 2080 hours will be effective:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>3 Years</u>
Command Officer and Jail Command Officer	\$28,600 13.75	\$29,744 14.30	\$30,056 14.45

Effective the first full pay period beginning on or after January 1, 1996, the following wage scale based on 2080 hours will be effective:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>3 Years</u>
Command Officer and Jail Command Officer	\$29,744 14.30	\$30,930 14.87	\$31,262 15.03

Effective the first full pay period beginning on or after January 1, 1997, the following wage scale based on 2080 hours will be effective:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>3 Years</u>
Command Officer and Jail Command Officer	\$30,930 14.87	\$32,157 15.46	\$32,510 15.63

Effective the first full pay period beginning on or after January 1, 1998, the following wage scale based on 2080 hours will be effective:

<u>Classification</u>	<u>Start</u>	<u>6 Months</u>	<u>3 Years</u>
Command Officer and Jail Command Officer	\$32,157 15.46	\$33,446 16.08	\$33,821 16.26

LETTER OF UNDERSTANDING

Re: Short-Term Duty Injury

The Employer agrees to continue paying an employee for up to fourteen (14) days when the employee is injured on duty. The employee shall be designated as disabled in the line of duty and shall suffer no loss of pay and benefits and shall continue as such until he becomes eligible for workers compensation.

Employees who will be injured fifteen (15) days or more shall be subject to the provisions of worker's compensation only, and shall sign over this periods worker's compensation payment to the Employer.

Dated this 21st day of Feb., 1996.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Patrick J. Spidell 1/26/96
Patrick J. Spidell
Business Agent

CRAWFORD COUNTY COMMAND
OFFICERS ASSOCIATION

CRAWFORD COUNTY BOARD OF
COMMISSIONERS

Sandra Moore
acting Chairperson

CRAWFORD COUNTY SHERIFF

David Kelly

LETTER OF UNDERSTANDING

Re: Patrol Car Mileage

Patrol/Pursuit Car Mileage. The Employer agrees not to utilize patrol or pursuit vehicles with over 100,000 miles except in cases of extreme emergencies. Both parties agree this clause refers to those vehicles normally and regularly used as patrol and pursuit vehicles. The Employer maintains the right to use these vehicles for other purposes in the Department.

Dated this 21st day of Feb., 1996.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Patrick J. Spidell
Patrick J. Spidell
Business Agent

CRAWFORD COUNTY COMMAND
OFFICERS ASSOCIATION

Michael J. De...

CRAWFORD COUNTY BOARD OF
COMMISSIONERS

Sandra Moore
acting Chairperson

CRAWFORD COUNTY SHERIFF

David J. K...

LETTER OF UNDERSTANDING

Re: Twelve Hour Shifts

The following represents the parties' understanding as to twelve (12) hour shifts:

12.1(B)

Eight (8) hour shifts defined:

8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 a.m.
12:00 a.m. - 8:00 a.m.

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

Twelve (12) hour shifts:

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

The schedule will remain the same as it currently is by seniority. The shifts will be bid permanently on the first week in December for the following year, in three (3) month increments (quarterly).

All persons working the road not on shifts A, B, C, or D will work a schedule mutually agreed upon by the bargaining unit and the Employer.

Any change in the permanent shifts will be mutually agreed upon by the majority of the bargaining unit and Employer.

2-1-96
RSJ
[initials]

Dated this 21st day of Feb, 1996.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Patrick J. Spidell 1/26/96
Patrick J. Spidell
Business Agent

CRAWFORD COUNTY BOARD OF
COMMISSIONERS

Sandra Moore
Sandra Moore
acting Chairperson

CRAWFORD COUNTY COMMAND
OFFICERS ASSOCIATION

[Signature]

CRAWFORD COUNTY SHERIFF

[Signature]

LETTER OF UNDERSTANDING

Re: HIV (Aids) Testing
Hepatitis B Series Shots

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

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

Dated this 21st day of Feb., 1996.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

Patrick J. Spidell
Patrick J. Spidell
Business Agent

CRAWFORD COUNTY COMMAND
OFFICERS ASSOCIATION

Michael E. [Signature]

CRAWFORD COUNTY BOARD OF
COMMISSIONERS

Dandra Motte
Acting Chairperson

CRAWFORD COUNTY SHERIFF

[Signature]