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September 26, 2008/3:00 P.M.

AGREEMENT

Between

THE COUNTY OF MANISTEE

THE MANISTEE COUNTY SHERIFF

AND

THE POLICE OFFICERS LABOR COUNCIL  
-POLC-

Effective October 1, 2008 - September 30, 2012

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ATTACHMENT A - WAGE SCALES

## AGREEMENT

THIS AGREEMENT entered into on the \_\_\_\_\_ day of September, 2008, effective October 1, 2008, between the COUNTY OF MANISTEE, a Michigan Municipal Corporation (hereinafter referred to as the "Employer"), the SHERIFF OF MANISTEE COUNTY (hereinafter referred to as the "Sheriff"), and the POLICE OFFICERS LABOR COUNCIL, (hereinafter referred to as the "Union").

## PURPOSE AND INTENT

It is the purpose and intent of the parties to this Agreement to promote the mutual benefit of the Employer and the members of the Union and to establish wages, hours and conditions of employment, to provide for the disposition of all grievances and to provide for the improved efficiency of the Manistee County Sheriff's Office in rendering services to the citizens of this County.

## RECOGNITION

Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative of all members of the bargaining unit as described herein: All full-time and regular part-time employees of the Sheriff's Office including Deputy Sheriffs, Sergeants, Animal Control Officer, Corrections Technicians, Marine Deputies, Cooks, Clerical Employees, and Corrections Officers, for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances and other conditions of employment. Such recognition specifically excludes Supervisors.

ARTICLE 1  
AGENCY SHOP

- 1.1: A. All members of the bargaining unit shall, as a condition of employment,
1. become members of the Union within thirty (30) days of employment or entering or
  2. re-entering the bargaining unit or pay a service fee as assessed by the Union.
- B. The Employer, upon receipt of a written notice from the Union, that an employee is no longer a member in good standing of the Union for the sole reason that the employee has not paid the dues or the service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he/she has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

ARTICLE 2  
DUES WITHHOLDING

2.1: The Employer will withhold, upon receipt of a signed authorization by individual members so long as said authorization remains in effect, dues in the amount as certified by the Union and forward the same to the Police Officers Labor Council (POLC) within ten (10) days after such withholdings have been made. Such sums shall be accompanied by a schedule showing from whom withholdings have been made.

2.2: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payments of any sums other than that constituting actual withholdings made from wages earned by employees.

2.3: The Union agrees to indemnify and hold the Employer harmless for any and all claims arising under this Article.

ARTICLE 3  
UNION REPRESENTATION

3.1: All employees who are covered by this Agreement shall be represented by the Union and by representatives and the bargaining committee as chosen by the members of the Union.

- A. During the term of this Agreement, the Union shall inform the Employer in writing of the names of the members of the Grievance and the Bargaining Committees.
- B. The Bargaining Committee may be comprised of the same number of employees with seniority as the number of members of the Employer's Bargaining Committee.

3.2: GRIEVANCE REPRESENTATION. The Union shall be represented in the grievance procedure by one representative to be selected by the Union and a business representative of the Union.

3.3: It is understood that the efficient operation of the Manistee County Sheriff's Office is foremost and accordingly no member of the committee or representative in the performance of any union related business will disregard any of the rules and procedures regarding such operation and efficiency; provided, however, the Sheriff or his designees will cooperate in the granting of permission to investigate grievances during regular working hours.

3.4: The Union and/or Grievance Representative may perform the following:

- A. Process and investigate grievances or differences concerning the intent and application of the provisions of this Agreement.
- B. Represent members at hearings or proceedings affecting rights and/or benefits provided by this Agreement.

3.5: UNION BUSINESS LEAVE. Officers shall be allowed two (2) days each (for a total of 2 employees) per year to attend POLC meetings if scheduled to work on meeting dates.

ARTICLE 4  
DISCIPLINE

4.1: Any interrogation of employees must be conducted at reasonable times, and unless otherwise agreed, will take place at the Sheriff's Office in Manistee.

A. The Employer shall recognize the employee's Weingarten Right to the presence of Union representation during any interrogation which may reasonably lead to disciplinary action as a result of the answers provided by the employee.

4.2: A. All minor write up slips will be removed from the employee's personnel file after six (6) months.

B. All major write up slips will be removed from the employee's personnel file after one (1) year.

C. Once removed from personnel file, write up slips shall not be used in any further disciplinary action.

D. It is also understood that if any other violations take place before write up slips are removed from the personnel file that they can be used in further disciplinary action.

E. It is also understood that write up slips may be retained for liability reasons only.

4.3: Any employee shall not be subject to reprisal or discrimination by the Employer for exercising his right to commence civil litigation against any person against whom he claims to have a cause of action.

4.4: Employees will notify the Sheriff promptly and before the start of the shift when necessity for absence becomes apparent and failure to so notify shall result in discipline, up to and including discharge.

ARTICLE 5  
GRIEVANCE PROCEDURE

5.1: Any employee having a grievance may ask for a member of the Union's bargaining committee or the grievance representative to assist him in adjusting the grievance in a manner provided for in the grievance procedure.

5.2: STEP 1 - SHERIFF

- A. Any employee having a specified grievance shall take the matter up with the Sheriff or his designee within twenty (20) calendar days following the occurrence of the alleged grievance. The Sheriff or his designee shall attempt to adjust the matter in a manner not inconsistent with the terms of this Agreement.
- B. Any Grievant may request that the Union's grievance representative handle the grievance. No further discussion of the grievance will be held with the Sheriff until a meeting with the Union representative can be arranged.
- C. Grievances which are not so settled shall be reduced to writing on appropriate forms and signed by the aggrieved party.
- D. The Union and/or grievance representative shall meet with the Sheriff not later than fifteen (15) calendar days following the signing of the grievance.
- E. The representative and the Sheriff shall attempt to settle the grievance.
- F. The Sheriff shall write his disposition on all copies of the grievance forms and shall return it to the Union representative within ten (10) calendar days following the meeting.

5.3: STEP 2 - APPEAL TO SHERIFF

- A. If the written answer to a grievance regarding internal operations of the Office including discipline is not satisfactory, the Grievant may appeal the Step 1 Answer within ten (10) calendar days to the Sheriff who shall place his written answer to the Union on the grievance within twenty (20) calendar days following receipt of the appeal or the date of a hearing if the Sheriff determines to hold an appeal hearing.
  - 1. In order for this answer to be binding, it shall bear the signature of the Sheriff.



2. The County Board of Commissioners does not possess the authority to alter the decision of the Sheriff on a disciplinary matter for employees working for the Sheriff.

(a) If there is a disagreement between the Sheriff and the County Board on an answer to a grievance on an employee disciplinary matter, the answer of the Sheriff shall prevail.

B. In the event the answer of the Sheriff is not satisfactory to the Union, the appeal from this step shall be to Section 5.4 Step 3 - Arbitration.

5.3: STEP 2 - BOARD OF COUNTY COMMISSIONERS

A. If the written answer to a grievance regarding economic benefits under this Agreement at Step 1 is not satisfactory, the grievance may be appealed by the Union to the County Controller/Administrator within ten (10) calendar days after receipt of the Sheriff's answer at Step 1 by furnishing a written copy to the County Controller/Administrator who shall hold a conference with the Union representative for the purpose of attempting to settle the matter.

B. Upon proper appeal a meeting shall be held between the Grievance representative and the Board of Commissioners or its representatives which representatives shall include members of the Board of Commissioners within thirty (30) calendar days of appeal of the grievance to the Controller/Administrator for the purpose of attempting to settle the matter in dispute.

C. The Board shall place its written answer on the grievance within twenty (20) calendar days following the meeting and return the grievance to the union.

D. 1. In order for this answer to be binding it shall bear the signatures of both the Chairperson of the County Board of Commissioners and the Sheriff.

2. The Sheriff does not have the authority to provide to any employee economic benefits that exceed those provided under this Agreement.

E. In the event the answer of the Board is not satisfactory to the Union, the appeal from this step shall be to Section 5.4 Step 3 - Arbitration.

5.4: STEP 3 - ARBITRATION

In the event the Step 2 answer by the Sheriff or the Board of Commissioners is not satisfactory to the Union, then within twenty (20) calendar days following the date of receipt of the Board's answer the Union only, and not an individual employee, may make a written demand that the matter in dispute be heard by an arbitrator, pursuant to the following rules and conditions.

- A. Any Grievance not taken to arbitration within the above stated time limit shall be deemed settled based upon the Board of Commissioners' last answers.
- B. The grievance shall relate solely to the application and interpretation of the terms and conditions of the collective bargaining agreement.
- C. Upon receiving a request for arbitration, the parties shall jointly obtain a list of five (5) arbitrators from the Michigan Employment Relations Commission and shall attempt to agree upon an arbitrator.
  - 1. If no agreement can be reached an arbitrator shall be selected by the parties alternately striking a name from the list.
- D. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement or substitute his discretion for the Employer's discretion when such discretion is reserved in the collective bargaining agreement.
- E. The decision of the arbitrator shall be final and binding upon the Employer and the Union.
- F. The cost and expenses of the arbitrator shall be shared equally by the parties.

5.5: Any grievance not appealed to the next step within the time limits provided therefor shall be considered as finally dropped, and no further proceedings shall be taken in connection with it.

5.6: Any grievance not responded to within the time limits provided therefor shall be deemed to have been denied and automatically appealed to the next step.

ARTICLE 6  
SENIORITY

6.1: Definition. Seniority is defined to mean the length of continuous service of an employee of the Manistee County Sheriff's Office since the day and year of the employee's last hire, and if two or more employees are hired on the same day, seniority preference shall be determined by lot.

6.2: For the purpose of determining the senior officer in a patrol vehicle or on a shift, seniority shall be determined by the earliest date of continuous service as a road patrol officer.

6.3: Grounds for Loss of Seniority

Seniority shall accumulate until it is broken for one of the following reasons:

- A. If the employee quits.
- B. If the employee is discharged for just cause, and the discharge is not set aside in the grievance procedure.
- C. If the employee is absent for three (3) consecutive working days without properly notifying the Employer unless a reasonable explanation to the Employer of both the absence and failure to notify is given.
- D. If an employee upon proper notification of recall from layoff, fails to report to work within fourteen (14) days following notification or fails to report his intent to return to work within five (5) days following notice.
  - 1. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's record shall be considered proper notice.
  - 2. Each employee shall be responsible for having his proper address on record with the Employer.
  - 3. Nothing in Section (D) shall be deemed to preclude the Employer from filling any vacancy caused by the failure of an employee to report promptly after notification in such manner as the Employer shall determine until such employee reports for work or has lost his seniority under this provision.

- E. If the employee for any reason other than sick leave or leave of absence granted by the Employer is off the active payroll for a period of one (1) year.
- F. If the employee is on worker's compensation leave for a period of twenty-four (24) months.
- G. If an employee works for another employer while on leave of absence unless agreed to by the Sheriff in approving the leave of absence.
- H. If an employee fails to report for work at the expiration of his leave of absence unless a reasonable explanation is given.

6.4: The seniority and reemployment rights of any employee who is inducted into the Armed Forces of the United States shall be in accordance with all laws, orders or regulations not in effect or to be in effect in the future governing same.

6.5: Bargaining unit members who transfer or are promoted to a classification outside of the POLC bargaining unit for a period of more than one hundred twenty (120) calendar days shall not retain or accumulate bargaining unit seniority.

- A. Such a bargaining unit member who returns to the unit will re-enter the unit without seniority.
- B. Because such a bargaining unit member re-enters the unit with no seniority the member will be unable to bump and/or cause the layoff of any other member of the bargaining unit.

6.6: An employee stops accumulating seniority in a layoff status which results in no current employment with the County Sheriff's office.

6.7: Upon completion of the probationary period the employee's name shall be placed on the seniority list with seniority from the original hiring date.

6.8: Seniority shall accrue during:

- A. A Union leave of absence under Article 24(A)
- B. A leave of absence for the purpose of full-time union representation under Article 24(C).
- C. Personal and emergency leave of absence pursuant to Article 22.

ARTICLE 7  
LAYOFF AND RECALL

7.1: Seniority shall apply to layoff and recall as follows:

- A. When a reduction in work force occurs employees in the classification effected who are on probation and then the employees in that classification with the least classification seniority will be the first to be laid off.
- B. Classification seniority shall be defined as the length of service of an employee in a particular classification.
- C. Such laid off employees may claim the job of the least senior employee in a lower classification provided they possess the necessary qualifications and certifications to fill the position.
  - 1. Should a laid off employee possess the qualifications but not the certification to claim a job in a lower classification, then upon being laid off that employee shall have up to six (6) months to obtain the required certification at his own expense.
    - (a) Upon obtaining the certification, if he still has seniority over the least senior employee in the classification, then he shall be allowed to claim the job in the lower classification provided such claim must be made within six (6) months of the date of layoff.
- D. Employees shall be recalled in the reverse order of their layoff.
  - 1. Probationary employees shall not be recalled or new hires made until all employees with seniority have been recalled in a classification.
- E. An employee stops accumulating seniority in a layoff status which results in no current employment with the County Sheriff's Office.
- F. If an employee upon proper notification of recall from layoff fails to (1) report within five (5) days of notice of recall that he intends to return to work; or (2) report within fourteen (14) days following notification of recall, his employment shall be terminated.
  - 1. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's record shall be considered proper notice.

2. Each employee shall be responsible for having his proper address on record with the Employer.
  3. Nothing in Section (F) shall be deemed to preclude the Employer from filling any vacancy caused by the failure of an employee to report promptly after notification in such manner as the Employer shall determine until such employee reports for work or has lost his seniority and employment under this provision.
- G. In the event of layoffs in the corrections division, correction technicians shall be laid off before regular corrections positions.
- H. An employee may exercise bumping rights in the Deputy classification or other position requiring a certification only if the employee is certified and qualified to fill the position.

ARTICLE 8  
VACANCIES, PROMOTIONS AND TRANSFERS

8.1: Selection of employees for the filling of vacancies on jobs within the bargaining unit or for promotions shall be made by the Sheriff on the basis of the ability, experience and qualifications of the applicant to perform the open job.

A. The Sheriff shall apply the same standard of ability, experience and qualification to all applicants.

8.2: The Sheriff agrees to post all permanent vacancies as defined below, on the Bulletin Board for seven (7) calendar days.

A. Any employee desiring to bid on a posted job shall make application in accordance with the notice posted and sign the posting within the time herein stated.

B. Employees who are absent during the posting period shall have no claim to the job unless a written application has been made by the end of the posting period.

C. New employees may be hired for a posted job only when there are no bidders with the necessary ability, experience and qualifications.

8.3: While a job is being posted, and pending the determination of the successful bidder, the Sheriff reserves the right to make such transfers or hire such employees as may be necessary to fill the job.

8.4: Trial Period. A successful bidder for a permanent job opening shall have a sixty (60) day trial period during which period the employee may request a transfer to his former job or the Sheriff may transfer the employee to his former job.

8.5: For the purpose of Section 8.2 a vacancy is defined to mean any permanent job opening including regular part time jobs, openings which result from the creation of a new job by the Sheriff or any permanent opening on an existing job created by death, resignation, discharge, retirement or permanent transfer, or any other vacancy agreed to as such by the Sheriff and the bargaining committee.

8.6: The Sheriff reserves the right to make transfers within the unit as may be necessary to fill a temporary vacancy caused by a bargaining unit member's absence from the job.

8.7: The Sheriff may assign on a temporary basis, for no longer than sixty (60) days, a bargaining unit member to the position of supervisor (Sergeant) after which the job will be posted as a permanent job opening under Section 8.2.

8.8: The Sheriff shall not transfer bargaining unit members to administrative positions on a temporary basis.

8.9: Animal Control, Cooks, Clerical Employees, and Corrections Officers shall be able to bid on vacant Deputy or other positions requiring a certification or exercise bumping rights in the Deputy classification or other position requiring a certification only if the employee is certified and qualified to fill the position.



ARTICLE 9  
EMPLOYER RECOGNITION AND RIGHTS

9.1: The Union recognizes the Sheriff and the Board of Commissioners as the proper parties to perform the usual and historical functions of management and that they must have the maximum freedom to manage consistent with the terms and provisions of this Agreement and that the enumeration of management functions herein shall not be deemed to exclude other functions of management not herein enumerated and accordingly, the Union agrees that some of these usual and historical functions are:

- A. To determine the number and location of its facilities.
- B. To determine all methods of operation in the conduct of its service to the public.
- C. To make all financial decisions including, but not limited to, the administration and control of capital distribution of funds, purchase and sale of property and the benefits and compensation of non-association represented personnel, the financing and borrowing of capital, and to determine the general accounting procedures, and particularly the internal accounting necessary to make reports to government bodies requiring financial reports.
- D. To determine the organization of management and, except as limited in this Agreement, the selection of employees for promotion to supervisory and other management functions.
- E. To determine the type of equipment and the sequence and nature of processes to be utilized.
- F. To maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline, but the Employer will inform the Association of any changes in existing rules or regulations or the establishment of new rules and regulations before such changes are made effective.
- G. To direct generally the work of the employees, subject to the terms and conditions of this Agreement, including the right to hire, to discharge, to demote, to suspend or otherwise discipline employees for just cause, to promote employees, and to lay employees off or relieve them from duty because of lack of work or for other proper or legitimate reason, and to determine work standards and the quality and quantity of work to be done.

- H. To determine the methods and schedules of services and work including technological alterations, the transfer or subcontracting of work and to determine the transfer or assignment of employees to particular jobs and shifts and to determine the quantity of work needed, provided, however, that the Employer agrees to discuss with the Union the effect of such management prerogatives contained in this subparagraph (H) prior to implementing such prerogatives.

9.2: And further, the Sheriff hereby retains and reserves unto himself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon the office and required of it by law and exercised by it in the management and operation of a Sheriff's Office.

9.3: Nothing in this Section shall be construed as authorizing the violation of any provisions of this Agreement or as permitting of discrimination against any employee because of lawful activities on behalf of the Union or because of age, race, creed, sex, color or national origin.

ARTICLE 10  
PROBATION

10.1: Probation.

- A. During the first twelve (12) months of continuous active employment an employee shall be on probation.
- B. There shall be no responsibility to reemploy any probationary employee who is discharged, or otherwise terminated during the probationary period.
- C. Upon completion of the probationary period the employee's name shall be placed on the seniority list with seniority from the original hiring date.

10.2:

- A. All new hires for a position which requires certification who have not successfully completed the Basic Police Officers Training School, or Basic D.O.C. Corrections Training and who are required to complete such school shall be enrolled in the Basic Police Officers Training School or Basic D.O.C. Corrections Training within six (6) months of their date of hire.
- B. Jail employees must successfully complete and pass corrections training during their probationary period.
- C. Employees who cannot complete training will have their probation extended until successful completion.
  - 1. Under the extended probation scenario, the employee will be sent to the next available school.

10.3:

- A. During the probationary period vacation benefits shall accrue but the employee shall not be entitled to access such vacation benefits until the successful completion of the probationary period.
- B. Employees who do not successfully complete the probationary period shall not be entitled to pay for vacation days which accrued during their probationary period.

10.4: Probationary employees accumulate personal leave credits, however, no paid personal leave may be taken or used until after one (1) year.

- A. Personal leave shall be credited for one (1) years' service for the remainder of the calendar year on a prorated basis at the start of the second year of service.
- B. On January 1 of the next full calendar year of employment, the full six (6) personal days will be awarded.
- C. Employees who do not successfully complete the probationary period shall not be entitled to pay for personal days which have accrued during their probationary period.

ARTICLE 11  
WORKING CONDITIONS, HOURS AND SHIFTS

11.1: The Sheriff shall have discretion to implement eight (8), ten (10) or twelve (12) hour shifts.

- A. In the event the Sheriff implements twelve (12) hour shifts all benefits including but not limited to personal time, vacation time, and sick time shall be restructured pro-rata and the regular recurring work period shall be fourteen (14) consecutive days during which seven (7) twelve (12) hour days or six (6) twelve (12) hour days plus an eight (8) hour shift will be worked.

Example:

7 @ 12 hours = 84 hours

Or

6 @ 12 hours + 8 hours = 80 hours

1. In the event the Sheriff implements twelve (12) hour shifts all accrual of paid time off benefits including but not limited to personal time, vacation time, sick time, etc. shall be converted to hours on a pro-rata hour basis.

11.2:

- A. All scheduled shifts shall consist of eight (8), ten (10) or twelve (12) consecutive hours.
- B. Subject to the provisions of this Agreement, employees shall work on any shift to which they may be assigned.
- C. Any change in shift or schedule will be made with as much advance notice as is possible.
- D. The Employer and the Union acknowledge that because of the nature of professional police work employees will be required from time to time to continue working after the scheduled end of their shift.

11.3: A regular work week is:

- A. Five (5) eight (8) hour days; or
- B. Four (4) ten (10) hour days; or
- C. Three (3) or four (4) twelve (12) hour days,

which need not be consecutive.

A regular payroll period is two (2) calendar weeks in which:

- A. Ten (10) eight (8) hour shifts will be scheduled; or
- B. Eight (8) ten (10) hour shifts will be scheduled; or
- C. Seven (7) twelve (12) hour shifts will be scheduled.
  - 1. In the event seven (7) twelve (12) hour shifts are scheduled, the hours worked over eighty (80) but less than eighty-five (85) during a payroll period shall be paid at straight time.
- D. Six (6) twelve (12) hour shifts and one (1) eight (8) hour shift will be scheduled.

11.4: The Sheriff will schedule so that two (2) certified Deputies will be assigned to a vehicle for patrol duty during night-time hours (10:00 pm to 6:00 am).

11.5: Employees will notify the Sheriff promptly and before the start of the shift when necessity for absence becomes apparent and failure to so notify shall result in discipline, up to and including discharge.

11.6: The Sheriff agrees that corrections officers shall not transport prisoners. Only sworn police officers will be utilized on prisoner transports.

11.7: All injuries to persons occurring in the pursuit of employment shall be immediately reported to the Employer, as soon as such is ascertained.

11.8: Part-time Employees.

- A. Employees who are regularly scheduled to work twenty-four (24) hours or less per week, and who have satisfactorily completed all probationary requirements, are considered regular part-time employees.

- B. Regular part-time employees are covered by Social Security; Workers' Compensation; the County's short-term disability plan; and the County's retirement plan if the minimum eligibility requirements are met.
- C. Regular part-time employees are entitled to an annual leave; sick leave, if applicable; and personal leave on a pro-rated basis.
- D. Any temporary increase or decrease in regularly scheduled hours shall not effect benefit coverage.
- E. All regular part-time employees that have in excess of thirty (30) days of continuous employment shall be eligible for full-time fringe benefits on the day they become regular full-time employees.

11.9 Corrections Technicians.

- A. The Employer agrees Corrections Technician positions are intended to supplement the work force and shall not be utilized to reduce staffing levels of regular Corrections Officers.
- B. Such position shall not be utilized to replace absent or vacant corrections positions.
- C. Technicians shall have no guarantee of permanent corrections positions.

11.10: Court Officer Schedule. Court Officers shall work the days and hours of operation of the Court to which they are assigned.



ARTICLE 12  
SUPERVISORS WORKING

12.1: The Sheriff agrees that the Corrections Officer Lieutenant shall not work any overtime hours involving work performed by the bargaining unit unless all Corrections Officers are unavailable.

ARTICLE 13  
EDUCATION/TRAINING

13.1:

- A. At such time as Advanced Police Officers Training Schools are scheduled, and it is reasonably practical to allow a Deputy or Deputies to attend such schools, the Sheriff shall schedule a Deputy or Deputies to attend such school.
- B. To be eligible to attend such schools, a Deputy must have two (2) years seniority.
- C. To the extent possible, attendance at such schools shall be scheduled on the basis of seniority within the office.

ARTICLE 14  
UNIFORM/EQUIPMENT

14.1: At such time as an employee who is required to wear a uniform is hired, the Employer shall furnish the employee with initial uniforms, a service revolver and such additional equipment as the Employer deems necessary for performance of the employee's work.

14.2: The Employer shall, at such times as it deems necessary because of normal wear and tear or damage, replace the original issued uniforms.

14.3: At the discretion of the Employer, the Employer will cause to be replaced or repaired items of employee's personal property damaged in the conduct of business.

14.4: Uniform Cleaning Reimbursement. On the first payroll following January 1 of each year, all employees required to wear a uniform shall receive a uniform cleaning allowance of \$400.00 to be paid through accounts payable in a separate check.

- A. Employees who are hired after January 1 shall, on the first payday following their date of hire, receive a cleaning allowance of \$400.00 prorated on a calendar year basis.
- B. Employees shall be required to keep a record of actual costs of uniform cleaning and employees whose seniority terminates as provided in Article 6 hereof shall return the unused portion of such cleaning allowance to the Employer.
- C. The Cook employed on January 1, 1982 shall continue to receive this allowance. Cooks hired after January 1, 1982 shall not be entitled to this allowance.

14.5: The Employer shall provide corrections officers working in the lockdown area with at least one alarm transmitter.

14.6: All damage to private or the Employer's property in the pursuit of employment shall be immediately reported to the Employer as soon as such damage is ascertained.

ARTICLE 15  
HOLIDAYS

15.1: All employees covered by this Agreement who qualify, as defined in paragraph 15.2, shall receive eight (8) hours holiday pay at their straight-time hourly rate for each of the holidays designated in paragraph 15.3 hereof.

A. Part-time employees are not entitled to holiday pay.

15.2: In order to qualify for holiday pay, the employee must have worked his scheduled workday prior to and following the holiday.

15.3: The following shall be the holidays recognized under this Agreement:

New Year's Day  
Legally Designated Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Legally Designated Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
Good Friday  
Birthday  
Easter  
Christmas Eve Day  
Columbus Day

15.4: Holidays Worked. Employees who work on any of the recognized holidays shall receive the holiday pay provided in Section 15.1 plus one and one-half times the regular straight-time hourly rate for all hours worked on the holiday.

A. There shall be no duplicating or pyramiding of overtime or holiday premium rates.

15.5:

A. Within thirty (30) days prior to the end of a calendar year each employee shall declare in writing the holidays for which he/she will be taking compensatory time in lieu of the holiday pay for the upcoming year.

- B. Such days will then be incorporated into the annual master schedule using the guidelines currently in place in the Agreement.
- C. Employees will schedule holidays not yet earned in advance however in the interest of efficient planning, this will be allowed so as to ease scheduling conflicts for the Office and other employees who may be affected with schedule changes.
- D. Should an employee be discharged or leave employment for any reason having taken time off prior to earning it, this time shall be withheld from the final pay due the employee at termination.
- E. Should this system fail to work because management has deviated from the master schedule concept and failed to provide a yearly permanent schedule, the compensatory time off system shall revert back to the old thirty (30) day notice contained below:
  - 1. Thirty (30) days prior to each paid holiday, each employee shall advise the Sheriff in writing, of his intent to take compensatory time off in lieu of holiday pay for any holiday. The compensatory time off shall be taken on the first Thursday preceding the time the employee is scheduled for a four day weekend off (Friday, Saturday, Sunday, and Monday off) and following the holiday he elected compensatory time in lieu of payment.

15.6: Court Officer Positions are excepted from the holiday schedule at Section 15.3 and shall receive the same holidays as celebrated by the court(s) to which the Court Officer is assigned.

- A. Court Officers shall not receive additional holiday pay pursuant to Section 15.1 of this Agreement.

ARTICLE 16  
VACATIONS

16.1: All employees shall be entitled to vacation according to this Article provided that during the probationary period vacation benefits shall accrue but the employee shall not be entitled to access such vacation benefits until the successful completion of the probationary period. Employees who do not successfully complete the probationary period shall not be entitled to pay for vacation days which have accrued during their probationary period.

16.2: Vacation benefits for new employees and part-time employees will be awarded based upon the actual hours worked during the calendar year in which such benefits accrued.

- A. The proration will be figured using actual hours worked during the accrual year divided by 52 weeks, divided by 5 days, and multiplied by the amount of days provided in paragraph 16.3 hereof.
- B. Paid holidays, paid sick leave days, paid personal leave days, paid funeral leave, and paid vacation days shall be deemed days worked for purposes of this section.

16.3: Subject to paragraph 16.2 hereof, employee shall receive:

- A. ten (10) paid vacation days after one (1) year of continuous employment;
- B. fifteen (15) paid vacation days after five (5) years of continuous employment;
- C. twenty (20) paid vacation days after ten (10) years of continuous employment; and
- D. one (1) additional vacation day per year after completion of fifteen (15) years of continuous employment to a maximum of twenty-five (25) days.

16.4: One vacation day's pay shall equal eight (8) hours pay at the employee's straight time hourly rate.

16.5: Increased vacation accrual rate shall be effective on January 1 of the year in which an employee's anniversary date occurs.

- A. If employment is terminated prior to the actual anniversary date in that particular anniversary year, the increased vacation days will be offset from the final pay due the employee at termination.

16.6: Employees must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued.

- A. Vacation time not taken shall not accumulate and the employee shall not be paid for such days.

16.7: Except as provided in paragraph 16.9 all vacations shall be taken in minimum periods of one week which shall be construed to be five (5) working days, unless the employee requesting the vacation is entitled to less than one week of vacation or other arrangements have been approved, in advance, by the Sheriff.

16.8: Employees may select regularly scheduled vacations by seniority up to and including January 31 of each year, thereafter it will be on a first to request basis.

16.9:

- A. All requests for vacations shall be submitted in writing to the Sheriff at least ten (10) days prior to the requested days off.

- B. An employee may take up to five (5) vacation days per year in increments of five (5) days or less.

- 1. A maximum of two (2) employees per classification shall be entitled to take vacations in increments of five (5) days or less simultaneously.

- (a) The period of time during which two road patrol Deputies may be on vacation at the same time may not exceed two (2) consecutive days.

- (b) Only one road patrol Deputy may be on vacation during the two (2) days preceding, the two (2) days following and on the day of the following holidays:

New Years Day	Memorial Day
Independence Day	Labor Day
Christmas	Opening Day deer season

- C. The Marine Officer shall not be allowed to take his vacation day on two (2) days prior to and two (2) days following the below listed holidays without prior approval of the Sheriff or his designee:

- 1. Memorial Day
- 2. Fourth of July
- 3. Labor Day

16.10: The Sheriff will approve the use of vacation during a disability elimination period where the employee has exhausted paid personal leave.

16.11: Employees who retire or who quit with the requisite two (2) weeks advance written notice shall be entitled to payment at their straight-time hourly rate for accrued, but unused vacation days.

16.12: In the event of an employee's death, the Employer shall pay to the spouse or that person or persons the employee designates as the next of kin, accrued but unused vacation pay.



ARTICLE 17  
SCHEDULING

17.1: Compensatory Time.

- A. During the period of January 1st through January 31st of each calendar year, employee's vacation selections will supercede compensatory time selections.
- B. Upon completion of this selection period, all vacation and compensatory days will not be canceled unless due to a bona fide emergency.
- C. After January 31st compensatory day selections will supercede vacation selections.
- D. Compensatory days may be canceled if overtime results for those days picked.
- E. After January 31st, the employees will have the right, if they choose, to reschedule their compensatory days on another Thursday, if canceled by the Employer due to emergency.

ARTICLE 18  
PAID PERSONAL LEAVE

18.1: Employees shall be granted paid personal leave under the following conditions and guidelines.

- A. On January 1st of each year full-time employees shall be credited with six (6) paid personal days per year.
- B. Each day of personal leave credit shall equal eight (8) hours pay at the employee's regular hourly rate of pay.
- C. Personal leave may be taken in the minimum of four (4) hours.
  - 1. EXCEPTION. Employees may use personal leave in minimum increments of two (2) hours for actual illness.
- D. Normally a maximum of one (1) employee per classification per shift, on a first to request basis, will be entitled to utilize personal leave.
  - 1. EXCEPTION. The exceptions shall be emergencies or serious illness.
- E. Employees will give the Employer as much advance notice of the request for personal leave as possible, but not less than 48 hours unless sick or emergency.
- F. The Sheriff will approve the use of vacation during a disability elimination period where the employee has exhausted paid personal leave.
- G. No accumulation of personal leave days from year to year shall be allowed.
- H. The Employer will pay in January of the next calendar year for up to four (4) days of unused personal time.
- I. Probationary employees accumulate personal leave credits, however, no paid personal leave may be taken or used until after one (1) year.
  - 1. Personal leave shall be credited for one (1) years' service for the remainder of the calendar year on a prorated basis at the start of the second year of service.

2. On January 1 of the second full calendar year of employment, the full six (6) personal days will be awarded.
3. Employees who do not successfully complete the probationary period shall not be entitled to pay for personal days which have accrued during their probationary period.

ARTICLE 19  
SICK LEAVE

19.1: Sick Leave Bank.

- A. For employees hired prior to January 1, 1997 all accrued sick leave days under the former sick leave provision shall be placed in a "bank" for future use at future rates of pay.
- B. The amounts in this bank shall be eligible for payment to the employee in accordance with the following:
  - 1. To supplement Worker's 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 Worker's Compensation payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wages (based upon forty (40) hours of work per week).
  - 2. Following the 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 his normal gross weekly wages (based upon forty (40) hours of work per week).
  - 3. To pay for continuation of health insurance after exhaustion of the maximum periods set forth in the sickness and accident insurance policy (26 weeks).
  - 4. Upon death, retirement or quit the employee or his designated beneficiary will be paid one hundred percent (100%) of any amounts remaining in his sick leave "bank".
  - 5. Annually, employees may draw from their sick leave "banks" amounts to be determined by the County at budget consideration time each year. Employees drawing from their banks annually will only be entitled to a payout of eighty-five percent (85%) of the current value of the annual draw amount as determined by the County.
- C. During the period an employee is off work on compensated sick leave, the Employer will continue to pay the employee's cost of hospitalization insurance.

- D. Employees will notify the Sheriff promptly and before the start of the shift when necessity for absence becomes apparent and failure to so notify shall result in discipline, up to and including discharge.

ARTICLE 20  
FMLA

20.1: Family and Medical Leave Act.

A. An employee who has worked for the Employer at least twelve (12) months (and worked at least 1,250 hours on the job in the twelve (12) months preceding a request for leave) may apply for a leave of absence pursuant to the Family and Medical Leave Act (FMLA) for the following reasons:

1. To care for a newborn son or daughter.
2. Because of the placement of a son or daughter with the employee for adoption or foster care.
3. In order to care for the spouse, son, daughter, or parent of an employee who has a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Any eligible employee will be granted up to twelve (12) unpaid work weeks of leave during a twelve (12) month period for leaves granted under the FMLA, which twelve (12) month period is measured backward from the date the employee uses any FMLA leave.

5. Because of any qualifying exigency (to be defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Any eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of twenty-six (26) workweeks of leave during a twelve (12) month period to care for the servicemember. The leave described in this paragraph shall only be available during a single twelve (12) month period. During this single twelve (12) month period, an eligible employee shall be entitled to a combined total of twenty-six (26) workweeks of leave under 1 through 5 above. Nothing in this paragraph shall be construed to limit the availability of leave under Paragraph A during any other twelve (12) month period.

- B. NOTICE. Employees anticipating the need for a leave pursuant to the FMLA are requested to provide at least thirty (30) days' advance written notice of the need for the leave.
1. If it is not possible to provide thirty (30) days' advance notice, the employee should provide as much advance notice as practical under the circumstances.
  2. In any case in which the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to consult with the Employer and to make a reasonable effort to schedule the leave so as not to disrupt unduly the Employer's operations, subject to the approval of the health care provider.
  3. In any case in which the necessity for leave under Paragraph A(5) is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.
- C. MEDICAL CERTIFICATION. Employees requesting a medical leave for a serious health condition under Paragraph A(3), (4), and/or (5) above, including intermittent leave or reduced schedule leave, must provide certification of the serious health condition of the eligible family member or employee or of the next of kin of an individual in the case of leave taken under Paragraph A(5) which includes at a minimum the following information:
1. The date on which the serious health condition began.
  2. The probable duration of the condition.
  3. Appropriate medical facts regarding the condition including the diagnosis, treatment regime, etc.

Such certification shall be on the form approved by the United States Department of Labor. (See Appendix 3)

If the Employer questions the need for the leave or the adequacy of the medical certification, it shall obtain a second opinion, at the Employer's expense. If the two health care providers opinions differ, a third opinion from a health care provider who is mutually agreed upon by the Employer and

employee may be requested by the Employer, which examination shall be paid for by the Employer and will be final and binding on the parties.

Certification Related to Active Duty or Call to Active Duty: The Employer may require that a request for leave under Paragraph A(5) be supported by a certification issued at such time and in such manner as the Secretary of Labor may by regulation prescribe. If the Secretary of Labor issues a regulation requiring such certification, the employee shall provide, in a timely manner, a copy of such certification to the Employer.

- D. The Employer shall respond to the application for FMLA leave on the Department of Labor Form at Appendix 4.
- E. COORDINATION. Where two (2) spouses work for the Employer, they will be allowed a total of twelve (12) weeks between them to take a family leave if the leave is taken:
1. for the birth of the employee's son or daughter or to care for the child after birth;
  2. for placement of a son or daughter with the employee for adoption or foster care, or to care for the child after placement; or
  3. to care for the employee's parent with a serious health condition.

Servicemember Leave: The aggregate number of workweeks of leave that both a husband and wife may be entitled to under Paragraph A may be limited to twenty-six (26) workweeks during the single twelve (12) month period described in Paragraph A, if the leave is:

1. leave to care for the servicemember; or
2. a combination of leave under Paragraph A.

Both limitations are applicable, therefore, if the leave taken by the husband and wife includes leave described in Paragraph A, the limitation in Paragraph A shall apply to the leave described in Paragraph A.

- F. There shall be no loss of seniority or accrued benefits during the period of an approved leave. Health insurance benefits shall be maintained during the leave at the same level and conditions as if the employee had continued to work. The employee is responsible to pay the employee's portion of the



health insurance premiums for coverage during the leave or, at the employee's option, no health insurance will be provided during the leave.

- G. Employees will be required to use any accrued paid time off as part of the twelve (12) week or twenty-six (26) week period, as appropriate, granted for any of the reasons set forth in Paragraph A (1), (2), (3), (4) and/or (5) above. (Sick days, vacation days, personal days, compensatory days.) This provision does not apply in the case of an employee who is on a paid disability leave.
- H. Employees on family leave for twelve (12) weeks or twenty-six (26) weeks, as appropriate, or less shall be returned to work to the same or an equivalent position they held prior to taking the leave.
  - 1. An employee on family leave who desires to return to work must notify their Department Head at least three (3) working days prior to the return date. The Employer will determine the date of return to work based on the employee's request.
  - 2. An employee who has been absent for medical reasons must obtain a return to work release from his/her physician which must certify the employee is fit for duty without restriction or specify the type, nature and duration of any work restrictions, if applicable.
- I. An employee who fails to return to work at the expiration of the FMLA leave shall be required to secure approval for an extended medical leave. The employee who does not secure such approval will be considered a voluntary quit.
- J. Employees may not work for another employer while on a FMLA leave from the County without written permission from the employee's supervisor. Violation of this requirement will be considered a serious infraction which will result in termination of the approved leave and/or discipline up to and including termination.

#### MISCELLANEOUS LEAVE PROVISION

An employee who meets all of the requirements as herein before provided shall be granted a leave of absence with or without pay, and he shall accumulate seniority during such leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights.

ARTICLE 21  
FUNERAL LEAVE

21.1: Funeral Leave .

- A. Upon the death of any member of the immediate family, as hereinafter defined, of any employee, such employee shall be entitled to three (3) work days off with pay, provided, that such three (3) work days shall be consecutive and include the day of the funeral where it falls at the time of death.
  - 1. The three (3) days may include time off for the formal service where the formal service is held at a latter time but within one (1) year of the date of death.
  
- B. If the funeral is outside the State of Michigan, the employee shall be entitled to five (5) work days off with pay, provided that the five (5) work days shall be consecutive and shall include the day of the funeral where it falls at the time of death.
  - 1. The five (5) days may include time off for the formal service where the formal service is held at a latter time but within one (1) year of the date of death.
  
- C. Immediate family is defined as the employee's spouse, child, present step-child, father, mother, present step-mother, present step-father, grandparent, brother, sister, present mother-in-law, present father-in-law, or member of the employee's household.
  
- D. In addition to the above immediate family members, such employee shall be entitled to the day of the funeral off with pay, or two (2) days off with pay if the funeral is out of the State of Michigan, upon the death of the employee's present brother-in-law, present sister-in-law, aunt, uncle, niece, nephew, or grandchild.

ARTICLE 22  
PERSONAL AND EMERGENCY LEAVE

22.1: Personal and Emergency Leave.

- A. Leaves of absence for a period not exceeding thirty (30) days may be granted at the discretion of the Sheriff to any employee with seniority.
- B. A request for a leave of absence shall be in writing and signed by the employee and shall state the reason for the leave.
- C. An extension of up to five (5) months may be granted upon written request.
- D. Another extension of up to six (6) months may be granted upon written request.
- E. Seniority shall accrue during such leaves of absence.

ARTICLE 23  
WORKERS' COMPENSATION

23.1: Workers' Compensation.

- A. Employees to be carried as duty involved status for the first unpaid days of a work related injury pursuant to applicable Workers' Compensation laws.
  - 1. Employees will be reimbursed for time lost in these unpaid first days based on their base rate of pay if not released for light duty assignment by a physician in accordance with Worker's Compensation laws.
- B. If an employee is injured in the line of duty, the injured employee shall receive benefits as defined in the State of Michigan Workers' Disability Compensation Act.
- C. All personal injuries shall be reported to the Sheriff promptly.
- D. All injuries to employees, injuries to persons occurring in the pursuit of employment, and damage to private or the Employer's property shall be immediately reported to the Employer, as soon as such damage is ascertained.

ARTICLE 24  
UNION LEAVE

24.1: Union Leave.

- A. Upon written application, the Sheriff will grant a leave of absence to not more than one (1) employee at a time for not more than one (1) year for the purpose of filling an appointed or elected union office, providing the remaining employees can do the available work.
  - 1. Seniority shall accrue during such leave of absence.
- B. The employee must notify the Sheriff as soon as they are aware of their intent to return to work at the end of the leave of absence.
- C. A leave of absence not to exceed one (1) year shall be granted in the event an employee becomes a full-time union representative.
  - 1. Seniority shall accrue during such leave of absence.

ARTICLE 25  
WAGES

25.1: Employees shall be paid bi-weekly in the same manner and on the same day as the employees of the Manistee County Courthouse are paid.

25.2: The attached schedule of wage rates shall be paid based on 2080 hours of work per year.\*

\*See Attachment A - Wage Scales - Retroactive payment of wages only to employees who were actively employed as of the date of ratification.

25.3: Sergeants Differential. Sergeants shall receive 5% above top respective classifications as supervisor pay.

25.4: Shift Premium. There shall be no shift premium. In the first payroll of December of each year all full-time employees shall receive a lump sum payment of \$400.00 in lieu of shift premium pro-rated on a calendar year basis.

25.5: Mileage Reimbursement.

- A. Employees who use their personal vehicles for Sheriff's work during regular working hours shall be reimbursed for such use pursuant to County policy.
- B. Employees attending schools shall be paid mileage for one (1) round trip each week.

25.6: Notice of New Classification. If the Employer creates a new classification it shall within ten (10) days notify the Union of:

- (1) the new classification and
- (2) the wage rate established by the Employer.

The wage rate established by the Employer in writing shall be subject to negotiation if the Union notifies the Employer in writing within ten (10) days of its receipt of notice that it desires to negotiate the rate.

25.7: Educational Degree Stipend:

- A. If an employee attains a Bachelor's Degree they shall receive an annual lump sum payment of \$500.00

- B. If an employee attains a Master's Degree they shall receive an annual lump sum payment of \$1,000.00 paid on the first payroll in December upon written authorization of Sheriff.

25.8: EMT/FTO Premium.

- A. EMT. The Employer shall provide an annual premium of \$500.00 for licensed EMTs who serve at the request of the Sheriff prorated in the first year based on date of graduation.
- B. FTO. FTO trained officers shall receive an annual premium of \$200.00, payable on the first payroll in December upon written authorization of the Sheriff, only applicable for those years in which new hires are actually trained and in which the Sheriff actually assigns the employee to train new hires.
  - 1. CTO. All Correction's employees are eligible for CTO Certification and annual premium where/when training for new hires occurs and the employee is assigned by the Sheriff to train new hires.

25.9: Promotion/Transfer From Corrections. In the event an employee is transferred by the Sheriff to patrol from corrections, the employee shall be placed on the wage scale at the 1<sup>st</sup> step which represents an increase in wage rate and shall progress thereafter on the step scale on the anniversary date of the transfer to patrol.

ARTICLE 26  
OVERTIME

26.1: Time and one-half the regular rate of pay shall be paid for all hours worked in excess of forty (40) in a regular work week provided that such over time is authorized by the Sheriff.

- A. Hours worked shall include hours paid from vacation, personal paid leave or compensatory time for purposes of overtime calculation.

26.2: Time and one-half the regular rate of pay shall be paid for all hours worked in excess of eighty-four (84) in a two (2) week payroll period where the employee is assigned to work twelve (12) hour shifts and provided such overtime is authorized by the Sheriff.

- A. All hours worked on twelve (12) hour shifts between eighty (80) and eighty-four (84) in a two (2) week payroll period shall be paid at regular straight time and not at an overtime rate.
- B. Hours worked shall include hours paid from vacation, personal paid leave or compensatory time for purposes of overtime calculation.

26.3: Call-Back. An employee called in to work before or after his regular shift shall receive a minimum of three (3) hours pay at his straight time hourly rate or at the rate of one and one-half his hourly rate for time actually worked, which ever is greater.

- A. Call-back pay shall be payable only when advance authorization by the Sheriff or his designee for such call is obtained.
- B. Scheduled time such as staff meetings is not considered call-back.
- C. The employee's straight time hourly rate is the quotient of his salary and 2080 hours.

26.4: Court-Time. All employees who are authorized by the Sheriff or his designee for Court appearances at times they are not scheduled for work shall receive pay for such in-Court time as follows:

- Less than 4 hours - ½ day pay
- Greater than 4 hours - 8 hours pay

In-Court time shall be computed from the time the employee arrives at the Sheriff's Office until such time as he returns, but shall exclude lunch or dinner hour recesses of the Court. The hourly rate of pay shall be quotient of the employee's annual salary and 2080 hours.



26.5: The Sheriff shall provide the Union with a copy of the current overtime policy as agreed to between the Sheriff and the Corrections Officers.

26.6: Overtime Corrections - Statement of Policy. This policy has been developed to cover all vacancies and absence from duty of Corrections Staff with the Manistee County Sheriff's Office. The policy is developed with the belief that all officers are entitled to a fair and equitable amount of overtime.

No officer shall be made to, nor allowed to, work so many hours without due rest that he/she becomes a danger/liability to themselves, the other staff, the Sheriff's Office or the inmate population. Each officer shall appear for duty mentally prepared for the tasks and the responsibility of the Corrections position.

- A. Time Limits. No officer shall exceed two (2) consecutive days of sixteen (16) hours of continuous duty. This shall include regular scheduled hours and overtime hours combined.

No officers shall exceed 24 hours of extra duty within a 7-day period (normal forty (40) hour work week).

Should the need arise to exceed this 24 hour amount, each situation shall be considered independently. Approval shall be made on a case by case basis by a department administrator.

- B. Unplanned Leave Time. This time shall include any unforeseen scheduled shifts that are left vacant in an emergency situation, i.e., sick time, personal time, funeral leave.

The priority call list shall be as follows:

Officers on pass on vacant shift - 1st call  
Other pass Officers by seniority

With the first affirmative response to availability to come in, no further calls are necessary. In the event refusals are received with pass Officer calls, the following protocol will be followed:

Senior Officer scheduled on day of vacant shift shall have first consideration if pass Corrections Officers refuse. All further calls shall go on a seniority basis. In the event all Officers refuse\* overtime, junior Officer prior to vacant shift will stay until relief is obtained.\*\*

\*\* In the event that the junior Officer on shift referred to in the previous paragraph is beyond his/her 24 hour overtime limit or the two consecutive 16-

hour day limit, the senior Corrections Officer on shift shall assume the responsibility of the junior Officer to cover the shift as referred to in the previous paragraph. Should this Officer also be over his allotted time, the seniority Officer shall notify a supervisory Officer. Notification will be in the following order: the Jail Administrator, patrol Lieutenant or patrol Sergeant, whichever is available. One of these Officers shall assist the Corrections Officer in obtaining relief.

\* A refusal shall be defined as one of three possibilities:

- Verbal, contact was made and person stated "no" to offer.
- No answer is received at the employee's home to a minimum of seven rings.
- Employee called, answering machine in use and does not respond personally.

C. Planned Leave Time. This time shall include: vacation, sick, funeral leave and personal days, which are scheduled in advance of the day needing coverage.

Order of Opportunity.

1. Officer on pass on vacant shift - 1st opportunity. If refused, the opportunity list shall be by seniority.
2. If all persons refuse the protocol shall be:

One Officer on duty prior to vacant shift shall have duty shift extended by four (4) hours.

One Officer on duty on shift following vacant shift shall be scheduled to report for duty four (4) hours in advance of regular time. (Should Officers work out a personal agreement to cover entire eight (8) hour shift, this will be permitted.)

ARTICLE 27  
INSURANCES

27.1: Life Insurance. Each employee shall be furnished, at the Employer's expense, \$25,000.00 life insurance coverage with double indemnity provisions.

27.2: Health Plan.

- A. The Employer has the discretion to change insurance carriers, plan design, third party administrators, or self-insure if the same changes are made to the health plan in which the executive and managerial employees in the County are enrolled.
- B. Manistee County will provide for active eligible full-time employees the BC/BS Community Blue PPO 3 Plan with Prescription Drug coverage Co-pay of \$10 generic/\$40 legend and \$15.00 office Co-pay. The following riders have been attached to the health plan:
  1. Rider CBMH50%, mental health Co-pay
  2. Rider CBPCM, Preventative Care Maximum
  3. Rider PCD, Prescription Contraceptive Devices
  4. Rider PD-CM, Prescription Contraceptive Medications
  5. Rider MOPD-2, 90 Day Mail Order Prescription Drugs
- C. For those employees who enroll in health insurance coverage, the Employer shall fund an HRA (Health Reimbursement Account).
  1. The annual deposit amount for each employee shall be as follows:
    - (a) \$1,250.00 effective October 1, 2008.
    - (b) \$1,250.00 effective October 1, 2009.
    - (c) \$900.00 effective October 1, 2010.
    - (d) \$600.00 effective October 1, 2011.
  2. The plan year shall be October 1 through September 30.
  3. Termination of Employment. In the event an employee terminates employment, no additional deposits will be made into their HRA. Claims for valid HRA expenses incurred during the plan year prior to termination of employment can be submitted until the end of the plan's runoff period (March 31). The employee will only be reimbursed for those medical expenses incurred from October 1 of the current plan year through the employee's termination date. Any fund balance remaining after March 31 will revert to the County.

4. Retirement.

- (a) In the event an employee retires under sixty-five (65) years of age, the fund balance remaining in their HRA may be used for health insurance premiums and/or medical-related expenses until exhausted. The retiree will be responsible for paying the monthly administration fee associated with their HRA (currently \$4.50/month).
- (b) Administration fee payments are due in advance on the last day of each month preceding the month of coverage. Non-payment or delinquency of the administration fee will result in the termination of the HRA and any fund balance will revert to the County.

5. Death. Upon the death of an employee, former employee or retiree, claims for valid HRA expenses incurred during the plan year may be submitted by the spouse or covered family member until the end of the plan's runoff period (March 31). Reimbursement will only be allowed for those medical expenses incurred from October 1 of the current plan year through the date of the employee/retiree's death. Any fund balance after March 31 will revert to the County.

D. Premium Cost Sharing.

1. Plan Upgrade. An employee may enroll as an option in a higher benefit level plan than the PPO 3 and/or in a family continuation rider by paying the premium differential by payroll withholding.

- (a) The Employer's cost for the PPO 3 Plan shall be the benchmark for determining the differential.

2. Family Continuation.

- (a) Employees who were employed prior to January 1, 2000 shall pay fifty percent (50%) of the cost of family continuation.
- (b) Employees who were hired after January 1, 2000 shall pay 100% of the cost of family continuation.

- E. Cash Option. The Employer shall provide an annual waiver/opt out option for employees who present evidence that they are covered by other insurance, paid in a separate check in December, prorated on a calendar year basis and paid at an annual rate based on 25% of the premium cost for

the health insurance coverage for which the employee would otherwise be eligible. The opt out waives dental insurance coverage.

- F. Manistee County will provide for all eligible active employees a Dental Care Coverage Plan (50/50/50 \$800).

27.3: Sickness and Accident Insurance.

- A. Permanent part-time and full-time employees are eligible for Disability Income Benefits - maximum twenty-six (26) weeks per disability event.
- B. The waiting period under the Plan will be 1st day accident and 7th day illness (calendar days).
- C. The benefit will be paid at 70% and figured using the employee's gross weekly pay based upon the current rate of wage/salary and normal work week not to exceed 40 hours per week, excluding bonuses, longevity, commissions, separate contracts, overtime and any other miscellaneous income.
- D. Except as provided in Article 19, Sick Leave, no employee shall duplicate or pyramid sick leave and sickness and accident benefits.
- E. The County agrees to pay the total premiums required for eligible employees.
- F. In the event an employee's Worker's Compensation claim is contested which results in denial of an employee's claim for sick and accident benefits until after the compensation dispute is resolved, leaving the employee with neither Worker's Compensation payments nor sick and accident benefits, the County agrees to pay the lesser of the two amounts until such time as the lesser benefit is exhausted.
  - 1. Upon resolution of the dispute, employee must make restitution to the employer.

27.4: All insurance coverages for new employees shall begin on the 1st day of the following month if their employment date began prior to the 15th of the previous month. If employment began after the 15th, the employee's coverage begins on the 1st day of the month following the next full month.

- A. The employee must be actively at work during this waiting period to remain eligible.

27.5 Legal Representation for Employees and Police Professional Liability Insurance. The County shall provide at its own expense such legal assistance as shall be required or needed by an employee as the result of acts occurring when and while said employee was in good faith performance of his/her duties and responsibilities. If, for any reason, such legal assistance is denied, then the County shall submit a written report to the effected employee and the Union setting forth the specific reasons for such denial, which denial and reasons may be the subject of a grievance.

- A. The County shall further keep in effect and maintain a liability policy insuring each employee in the amount of not less than is presently being carried for any claim, suits and/or judgments against the employee and occasioned by the employee's employment. In the event the County shall fail to maintain such a policy, the County shall agree to assume and pay any claims, suits or judgments rendered against the employee which arise out of his/her employment.
  
- B. Legal Representation Plan Sponsored, Endorsed or Provided by POLC. The County shall pay a maximum of \$7.00 per month per employee for the duration of this Agreement for whatever legal representation plan is sponsored, endorsed or provided by the POLC. The County's agreement to pay \$7.00 per month for such plan shall constitute full satisfaction of the County's obligation under Section 27.5.

ARTICLE 28  
PENSION

28.1:

- A. The Employer shall provide the MERS retirement plan at the B-4, F50/25, FAC-5 level.
  - 1. Effective January 1, 1988, the Employer shall adopt MERS benefit program F50 with 25 years of service.
- B. The employee contribution shall be the amount of cost which exceeds a maximum Employer cost of 12% of payroll.
- C. The E-2 cost of living benefit shall be added effective July 1, 2006 subject to the condition that the Employer's contribution cost shall be a maximum of 12% of payroll effective July 1, 2006. Employees shall contribute all cost which exceeds 12% effective July 1, 2006 by payroll withholding.
- D. As of July 1, 2006, the Employer shall contribute 12% of payroll until such time as the division is funded 100% at which time the Employer shall contribute the amount actuarially required by MERS.

28.2: Military Service Credit.

- A. Any employee who has served actively in any branch of the armed forces of the United States shall be entitled to purchase from MERS, service credit of up to two (2) years for purposes of pension service credit.
- B. The employee shall pay full costs as determined by the actuary and may spread such costs over the remaining life of employment.

28.3: Retiree Health Insurance.

- A. Employees who directly exercise retirement rights immediately following active employment with Manistee County and were hired before April 20, 2001, and who retire after January 1, 1993, will upon retirement and until Medicare eligible shall be entitled to participate in the same health, dental and prescription insurance coverage provided to employees, including dependent coverage.
  - 1. The Employer's maximum obligation toward the cost of the retiree's health, dental, and prescription insurance shall be \$262.50 per month.

2. The Employer's maximum obligation toward the cost of the retiree's supplemental wraparound policy shall be \$157.50 per month.
3. Exception:
  - (a) If the retiree or their spouse works for any employer who provides medical and health care coverage the County's obligation to provide medical coverage ceases.
    - i. For purposes of paragraph 28.3A(3)(a), the word "provides" means the second/current employer makes insurance available and pays some portion of the premium.
    - ii. The word "provides" is further defined to mean that insurance coverage provided by the second/current employer does not require that the medical and health insurance coverage be similar or identical to the insurance provided to the retiree by Manistee County and does not require that dental and prescription coverage or dependent coverage be provided.
    - iii. In the event the other employer provides medical and health care coverage as described above, the retiree must elect the insurance provided by the second/current employer.
  - (b) The County's obligation to provide medical coverage for a retiree who works for another employer who provides medical health insurance coverage shall cease on the date that the employee becomes covered by the second/current employer's coverage.
  - (c) Upon the retiree quitting, separating, or being terminated from such employment, the County's obligation to provide medical coverage will resume.
    - i. With respect to paragraph 28.3A(3)(c), if a retiree quits, separates or is terminated from employment with another employer, the County's obligation to reinstate insurance coverage shall not be effective until such time as insurance coverage can be obtained after notification by the retiree to the County of the changed circumstance.



4. Medicare Mandatory. A retiree who becomes eligible for Medicare coverage shall apply for and be covered under Medicare.
    - (a) The County shall provide a supplemental wraparound policy to Medicare at a maximum cost to the County of \$157.50 per month.
    - (b) "Supplemental wrap around policy to Medicare" shall be a policy selected at the sole discretion of the County of Manistee.
  5. The County shall have the right to choose the carrier for retiree health care so long as the benefits remain substantially the same as those provided to active employees.
- B. Employees who directly exercise retirement rights immediately following active employment with Manistee County who were hired after April 20, 2001 shall be entitled to participate in the MANISTEE COUNTY POLICY AND PROCEDURES FOR RETIREE AND FORMER EMPLOYEE HEALTH AND DENTAL INSURANCE as Adopted by the Board of Commissioners and subsequently amended from time to time.
- C. County retirees shall not be allowed to continue coverage under the County's group life insurance coverage.

ARTICLE 29  
DURATION

29.1: This Agreement shall remain in full force and effect from October 1, 2008 to September 30, 2012 and for additional periods of one (1) year thereafter with the understanding that should either party desire to modify or terminate the Agreement on the Anniversary date, or any renewal anniversary date, such party shall notify the opposite party in writing not less than sixty (60) days prior to the expiration date thereof.


ARTICLE 30  
SEVERABILITY


30.1: In the event that any law now existing or hereinafter enacted or any proclamation, regulation or edict or any State or National agency shall invalidate any portion of the Agreement, the entire Agreement shall not be invalidated.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

POLICE OFFICERS LABOR COUNCIL:


MANISTEE COUNTY SHERIFF:

  
Jerry D. Caster, Business Agent  
Dated: 9-29-08

  
Dale G. Kowalkowski, Sheriff  
Dated: 10-1-08

  
Lee E. A. Nelson, POLC President  
Dated: 9-29-08

MANISTEE COUNTY BOARD OF  
COMMISSIONERS

  
Carl Rutske, Personnel Committee Chair  
Dated: 9.29.08

## POLC WAGES

Effective October 1, 2008 through September 30, 2009 (+2.5%)

	Start	1 Year	2 Years	5 Years
<b>Deputy Sheriff/Marine Deputy</b>	\$16.71 \$34,757	\$18.85 \$39,208	\$20.13 \$41,870	\$21.10 \$43,888
<b>Animal Control</b>				
Hired into position prior to January 1, 1996	\$16.71 \$34,757	\$18.85 \$39,208	\$20.13 \$41,870	\$21.10 \$43,888
Hired into position after January 1, 1996	\$15.77 \$32,802	\$17.78 \$36,982	\$19.10 \$39,728	\$19.97 \$41,538
Hired into position after January 1, 2006	\$14.97 \$31,138	\$16.88 \$35,110	\$18.11 \$37,669	\$18.94 \$39,395
<b>Marine/Snowmobile Officer</b>				
Hired into position after January 1, 2006	\$15.34 \$31,907	\$17.31 \$36,005	\$18.49 \$38,459	\$19.38 \$40,310
<b>Court Officer/Process Server</b>	\$16.09 \$33,467	\$18.16 \$37,773	\$19.39 \$40,331	\$20.33 \$42,286
<b>Cook</b>	\$13.37	\$15.11		
<b>Road Sergeant</b>	\$22.16 \$46,093			
<b>Corrections Officer</b>	\$13.91 \$28,933	\$15.77 \$32,802	\$17.15 \$35,672	\$17.98 \$37,398
<b>Corrections Sergeant</b>	\$18.88 \$39,270			
<b>Corrections Technician</b>	\$11.35 \$23,608	\$13.18 \$27,414	\$14.59 \$30,347	\$15.39 \$32,011

## POLC WAGES

Effective October 1, 2009 through September 30, 2010 (+2.5%)

	Start	1 Year	2 Years	5 Years
<b>Deputy Sheriff/Marine Deputy</b>	\$17.13 \$35,630	\$19.32 \$40,186	\$20.63 \$42,910	\$21.63 \$44,990
<b>Animal Control</b>				
Hired into position prior to January 1, 1996	\$17.13 \$35,630	\$19.32 \$40,186	\$20.63 \$42,910	\$21.63 \$44,990
Hired into position after January 1, 1996	\$16.16 \$33,613	\$18.22 \$37,898	\$19.58 \$40,726	\$20.47 \$42,578
Hired into position after January 1, 2006	\$15.34 \$31,907	\$17.30 \$35,984	\$18.56 \$38,605	\$19.41 \$40,373
<b>Marine/Snowmobile Officer</b>				
Hired into position after January 1, 2006	\$15.72 \$32,698	\$17.74 \$36,899	\$18.95 \$39,416	\$19.86 \$41,309
<b>Court Officer/Process Server</b>	\$16.49 \$34,299	\$18.61 \$38,709	\$19.87 \$41,330	\$20.84 \$43,347
<b>Cook</b>	\$13.70	\$15.49		
<b>Road Sergeant</b>	\$22.71 \$47,237			
<b>Corrections Officer</b>	\$14.26 \$29,661	\$16.16 \$33,613	\$17.58 \$36,566	\$18.43 \$38,334
<b>Corrections Sergeant</b>	\$19.35 \$40,248			
<b>Corrections Technician</b>	\$11.63 \$24,190	\$13.51 \$28,101	\$14.95 \$31,096	\$15.77 \$32,802

## POLC WAGES

Effective October 1, 2010 through September 30, 2011 (+2.5%)

	Start	1 Year	2 Years	5 Years
<b>Deputy Sheriff/Marine Deputy</b>	\$17.56 \$36,525	\$19.80 \$41,184	\$21.15 \$43,992	\$22.17 \$46,114
<b>Animal Control</b>				
Hired into position prior to January 1, 1996	\$17.56 \$36,525	\$19.80 \$41,184	\$21.15 \$43,992	\$22.17 \$46,114
Hired into position after January 1, 1996	\$16.56 \$34,445	\$18.68 \$38,854	\$20.07 \$41,746	\$20.98 \$43,638
Hired into position after January 1, 2006	\$15.72 \$32,698	\$17.73 \$36,878	\$19.02 \$39,562	\$19.90 \$41,392
<b>Marine/Snowmobile Officer</b>				
Hired into position after January 1, 2006	\$16.11 \$33,509	\$18.18 \$37,814	\$19.42 \$40,394	\$20.36 \$42,349
<b>Court Officer/Process Server</b>	\$16.90 \$35,152	\$19.08 \$39,686	\$20.37 \$42,370	\$21.36 \$44,429
<b>Cook</b>	\$14.04	\$15.88		
<b>Road Sergeant</b>	\$23.28 \$48,422			
<b>Corrections Officer</b>	\$14.62 \$30,410	\$16.56 \$34,445	\$18.02 \$37,482	\$18.89 \$39,291
<b>Corrections Sergeant</b>	\$19.83 \$41,246			
<b>Corrections Technician</b>	\$11.92 \$24,794	\$13.85 \$28,808	\$15.32 \$31,866	\$16.16 \$33,613

## POLC WAGES

Effective October 1, 2011 through September 30, 2012 (+2.5%)

	Start	1 Year	2 Years	5 Years
<b>Deputy Sheriff/Marine Deputy</b>	\$18.00 \$37,440	\$20.30 \$42,224	\$21.68 \$45,094	\$22.72 \$47,258
<b>Animal Control</b>				
Hired into position prior to January 1, 1996	\$18.00 \$37,440	\$20.30 \$42,224	\$21.68 \$45,094	\$22.72 \$47,258
Hired into position after January 1, 1996	\$16.97 \$35,298	\$19.15 \$39,832	\$20.57 \$42,786	\$21.50 \$44,720
Hired into position after January 1, 2006	\$16.11 \$33,509	\$18.17 \$37,794	\$19.50 \$40,560	\$20.40 \$42,432
<b>Marine/Snowmobile Officer</b>				
Hired into position after January 1, 2006	\$16.51 \$34,341	\$18.63 \$38,750	\$19.91 \$41,413	\$20.87 \$43,410
<b>Court Officer/Process Server</b>	\$17.32 \$36,026	\$19.56 \$40,685	\$20.88 \$43,430	\$21.89 \$45,531
<b>Cook</b>	\$14.39	\$16.28		
<b>Road Sergeant</b>	\$23.86 \$49,629			
<b>Corrections Officer</b>	\$14.99 \$31,179	\$16.97 \$35,298	\$18.47 \$38,418	\$19.36 \$40,269
<b>Corrections Sergeant</b>	\$20.33 \$42,286			
<b>Corrections Technician</b>	\$12.22 \$25,418	\$14.20 \$29,536	\$15.70 \$32,656	\$16.56 \$34,445