

AGREEMENT

This Agreement by and between PRESQUE ISLE COUNTY and SHERIFF OF PRESQUE ISLE COUNTY, hereinafter collectively referred to as the "Employer: (and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union."

RECOGNITION

Section 1.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of the Presque Isle County Sheriff Department in the classifications of correctional officer, dispatcher, clerk/correctional officer, cook and head cook; but excluding the Sheriff, Undersheriff, sergeants, deputies, employees, supervisors, irregular employees, and all confidential other employees.

Section 1.1. Definitions and Employee Coverage. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least forty (40) hours a week on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working less than forty (40) hours but at least twenty (20) hours per week on a regular schedule at a job classified by the Employer as permanent.

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

In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Union prior to the effective date of the change in status.

Section 1.2. Part-Time and Irregular Employees. The Employer reserves the right to hire and utilize regular part-time employees, irregular employees, and volunteers from time to time. Irregular employees and volunteers shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. The Union

recognizes that the performance of bargaining unit work by these individuals shall be permitted and shall not constitute a violation of this Agreement, even if it could remove potential overtime opportunities; provided however, that such employees shall not be hired or utilized so as to cause a full-time or regular part-time employee to be laid off or lose time from their regularly scheduled hours.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than three (3) employees selected or elected by the Union from employees covered by this Agreement who have seniority. One member of the Collective Bargaining Committee shall be the President of the Union's local association. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

Section 2.1. Stewards. The Employer agrees to recognize one (1) Steward, who shall be the Union's local President. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for a Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor may release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Sheriffs Department. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

Section 2.2. Alternate Stewards and Collective Bargaining Committee Members. Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected steward or members of the Collective Bargaining Committee and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected steward or members of the Collective Bargaining Committee during the period of replacement.

Section 2.3. Identification of Union Representatives. The Sheriff and the Chairman of the Presque Isle County Board of Commissioners shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, the Staff Representative of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

Section 2.4. Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Section 2.5 Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer. Members of the Bargaining Committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations or special conferences; provided, however, that preparation for negotiations and special conferences and meetings with other bargaining unit members shall be conducted outside of working hours.

UNION SECURITY

Section 3.0. Union Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement.

Section 3.1. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, pay to the Union a service fee, this obligation to pay a service fee to the Union shall commence upon completion of an employee's first thirty (30) days of employment in the Sheriffs Department. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the check-off provisions of Section 3.3. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 3.2. Failure to Pay Service Fee. An employee required to pay the service fee established in Section 3.1 who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the Employer of the Union's intent to require enforcement of Section 3.1. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The Employer shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the Employer. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearages within thirty (30) working days of receipt of a copy of the notification from the Employer shall be terminated; provided however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearages before the employee is subject to termination.

Section 3.3. Check-off.

(a) During the term of this Agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover, the amounts to be deducted. These deductions will cover the employee's or service fee obligation, or if applicable, Union membership dues owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.

(d) The Union shall notify the County Clerk in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.

(e) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

(f) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Union membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 3.4. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, attorney's fees and unemployment compensation costs that arise out of or by reason of action taken by the Employer pursuant to Sections 3.1, 3.2 and/or 3.3.

MANAGEMENTS RIGHTS

Section 4.0. Management Rights. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the County and the Sheriff's Department in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change, or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services to determine the nature and number of operations and departments to be operated and their locations; to eliminate, combine, or establish new departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to eliminate, establish or combine classifications; to hire personnel; to determine the number of supervisors; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different methods, processes or machines; to use improved methods - and equipment and outside assistance either in or out of the County's facilities; to establish job descriptions and work standards; to make judgments as to the skill, ability and performance of employees; and in all respects to carry out the ordinary and customary functions of administration of the County and the Sheriff's Department. All such rights may be exercised by the Employer without prior bargaining or notice to the Union.

The Employer shall also have the right to promote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules and other improper employee actions or inactions; to establish and change work schedules; and to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The exercise of these rights by the Employer shall be subject to the Grievance Procedure established in this Agreement.

Section 4.1. Rules and Regulations. The Employer has the right to establish rules and regulations not inconsistent with the provisions of this Agreement. All new or revised rules and regulations established by the Employer shall be delivered to the Union's Steward for inspection and review five (5) working days before their establishment or revision. If the Union believes that any rule or regulation is inconsistent with the terms of this Agreement, a grievance may be filed within three (3) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

Section 4.2. Disciplinary Action. Discipline and discharge shall be for just cause. In the event that the Employer determines to discharge or suspend any employee, the employee shall be advised of the reasons for the discharge or suspension and shall be provided with a written statement of these reasons. The employee will be allowed to discuss the discharge or suspension with the steward before being required to leave work. Upon request by the employee, the Employer or designated representative will discuss the discharge or suspension with the steward and/or the employee. The Employer may also suspend an employee pending investigation, and such suspended employee shall continue to receive pay for regularly scheduled hours unless the time off becomes a disciplinary suspension or discharge.

Section 4.3. Acknowledging Discipline. The employee will be required to acknowledge receipt of written warnings and reprimands or forfeit his right to the Grievance Procedure, except that the employee may request the presence of the steward prior to signing. It shall clearly indicate that the employee's signature does not mean that he agrees to the charges or penalties.

Section 4.4. Subcontracting. The Employer will not subcontract work normally performed by bargaining unit employees and for which the Employer has facilities to perform, without first giving the Union ten (10) days written notice of the intent to subcontract and an opportunity to bargain about alternatives and the effect on the employees involved. Bargaining to impasse shall not be required to implement subcontracting.

GRIEVANCE PROCEDURE

Section 5.0. Definition Of a Grievance. A grievance shall be defined as a complaint by the Union or an employee covered by this Agreement alleging a violation of a specific provision or provisions of this Agreement as written.

Section 5.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a grievance shall discuss the matter with the Undersheriff (or designated representative) within five (5) working days from the time of the occurrence of the events giving rise to the grievance. In situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint, the employee shall discuss the matter within five (5) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. If requested by the employee, a Steward may be present. The Undersheriff (or designated representative) shall endeavor to give the employee concerned an oral answer to the grievance within two (2) working days of the discussion. Every effort shall be made to settle the grievance in this matter.

Step 2. Written Procedure to Sheriff. If the grievance is not satisfactorily settled in the Step 1 Oral Procedure, the complaint shall be reduced to a written grievance within five (5) working days of the oral answer and submitted to the Sheriff (or designated representative). The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The preparation of a written grievance shall not occur during working time. The Sheriff (or designated representative), the employee, and the Steward may discuss the grievance. The Sheriff (or designated representative) shall place an answer on the written grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the Steward.

Step 3. Written Procedure to County. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Sheriff's decision by delivering to the County through the County Clerk's office a written request for a meeting concerning the grievance within five (5) working days following receipt of the Sheriff's written disposition of the grievance. A copy of this written request shall be provided to the Sheriff. Within twenty (20) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. If the meeting cannot be held within the twenty (20) working day period, it shall be scheduled for a date mutually convenient for the parties. The Chairman of the Presque Isle County Board of Commissioners, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of this meeting, and return it to the Steward.

Section 5.2. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the County through the County Clerk's Office with a copy mailed to the Sheriff within ten (10) working days following the receipt of the County's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and

delivering a copy of this form to the County through the County Clerk's Office with a copy mailed to the Sheriff not later than twenty (20) working days following the date the County's written Step 3 disposition was due. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

Section 5.3. Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the first list of arbitrators and the parties shall alternate striking the first name from successive lists. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 5.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the management's rights clause herein. If the grievance concerns these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question, provided that the mitigation required by this section shall be calculated on a weekly basis with no more than forty (40) hours of substitute employment to be used each week.

Section 5.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 5.6. Grievance Forms. The grievance form shall be prepared by the Union in a form which coincides with the grievance procedure established in this Agreement.

Section 5.7. Time Limits. 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 or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Section 5.8. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 5.9. Pay for Processing Grievances. The Steward and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

Section 5.10. Discharge Grievances. All grievances concerning discharge shall be initiated at Step 2 of the Grievance Procedure. A written grievance signed by the Steward, a non-employee representative, of the union or the discharged employee shall be filed within three (3) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

Section 5.11. Veteran's Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required, not later than Step 3 of the Grievance Procedure, to elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

WORK STOPPAGES AND ILLEGAL ACTIVITY

Section 6.0. Continued Work Pledge. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee persons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at any location. The Union shall not cause, authorize, sanction or condone any picketing of the Employer's buildings, offices or premises, or in any picketing whatsoever to publicize a dispute with the Employer.

Section 6.1. Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of Section 6.0 shall be subject to discipline by the Employer, up to and including discharge. The Union acknowledges and agrees that discharge is the appropriate penalty for violation of Section 6.0. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 6.0 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Section 6.0.

Section 6.2. Further Sanctions. If Section 6.0 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 6.1, to any other legal remedies the Employer may possess, including injunctive relief.

Section 6.3. Affirmative Action. The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited in Section 6.0 by notifying the employees it represents that it disavows such action.

Section 6.4. No Lockout. During the life of this Agreement, the Employer, in consideration for the Continued Work Pledge of the Union and the employees it represents to refrain from the conduct prohibited by Section 6.0, agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

SENIORITY

Section 7.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Sheriff's Department since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work in the Sheriffs Department. Seniority shall commence only after the employee completes the probationary period hereinafter provided.

Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The application of seniority and classification seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 7.1. Probationary Period. New employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their active employment. Employees who have not completed their probationary period may be disciplined, 'laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire. There shall be no seniority among probationary employees.

Section 7.2. Seniority List. The Employer shall keep a current seniority list showing each employee's name, employment status, classification and seniority date. A copy of the seniority list shall be provided to the Union on or about January 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Union shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

Section 7.3. Loss of Seniority. An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- (a) If the employee resigns or quits;
- (b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure;
- (c) If the employee retires;
- (d) If the employee is convicted of a felony;
- (e) If the employee is absent without approved leave for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the Employer;
- (f) If the employee does not return to work when recalled from layoff as set forth in the Recall Procedure, unless other arrangements are agreed to in writing.

(g) If the employee fails to return from sick leave, vacation, disciplinary suspension, or any leave of absence on the specific date for his return, unless other arrangements are agreed to in writing.

(h) If the employee has been on layoff for a period of time equal to his seniority at the time of layoff or two (2) years, whichever is less.

(i) If the employee is on a disability leave for a period of eighteen (18) consecutive months or on a worker's compensation leave for a period of twenty-four (24) consecutive months.

(j) If the employee makes an intentional false statement on his employment application or on an application for a leave of absence.

Section 7.4. Seniority While on Leave of Absence. The seniority of employees on Employer approved leaves of absence shall continue to accrue during the period of their leave of absence.

LAYOFF AND RECALL

Section 8.0. Layoff. When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall layoff employees in the following order:

(a) The first employee or employees to be laid off shall be irregular employees (if any) in the particular job classification affected by the layoff.

(b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.

(c) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff by inverse order of seniority.

(d) Further layoffs from the particular job classification affected by the layoff shall be accomplished by inverse order of seniority.

Notwithstanding any provision of this Section, a junior employee may be retained if a more senior employee does not presently have the necessary training, ability and experience to perform the remaining work in an effective and efficient manner. The Employer shall endeavor to provide at least five (5) calendar days advance notice of the layoff and, if known, the anticipated duration of the layoff.

Section 8.1 Displacement Rights after Layoff. Employees with seniority who are laid off shall be entitled to displace an employee in another lesser or equally paid job classification under the following conditions:

- (a) The laid off employee has greater seniority than the displaced employee.
- (b) The, laid off employee presently has the necessary qualification, skill, ability, and experience to' perform in an effective and efficient manner the work in the other job classification.
- (c) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

An employee displaced under this Section shall be indefinitely laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification.

Section 8.2. Recall. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 8.3.

Section 8.3. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

- (a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.
- (b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.
- (c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within seventy-two (72) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer.

JOB TRANSFERS

Section 9.0. Permanent Vacancies. When a permanent job or vacancy occurs in a bargaining unit position, notice of the job or vacancy shall be posted on the bulletin board for six (6) working days. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive working days, but does not include vacancies caused by leaves of absence. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer will first offer the permanent vacancy to part-time employees within the classification by order of seniority. If there are no part-time employees with seniority within the classification who desire the position, the Employer shall then give due consideration to all other applicants for the permanent vacancy. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. In the event the Employer determines that the qualifications of the applicants who meet the qualifications for the job or vacancy are equal, the applicant with the greatest seniority shall be awarded the position. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants from outside the bargaining unit. An employee awarded a position under this section shall be transferred to the new position as soon as the Employer can make satisfactory provisions for the performance of the work formerly done by the successful applicant.

Section 9.1. New Job Probationary Period. Employees who receive an award of a job under the permanent job transfer provisions of this Agreement to a new classification shall be required to serve a new job probationary period of six (6) months in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification and department; provided, however, that the Employer reserves the right in its sole discretion to disqualify an employee and return the employee to the employee's prior classification and department at any time during the new job probationary period. An employee will also be returned to their former classification and department during this period upon the employee's request.

Section 9.2. Temporary Transfers. The Employer reserves the right to temporarily transfer employees in order to meet the needs of the County. An employee temporarily transferred for a period of one (1) or more consecutive hours shall receive the rate of pay for the classification to which they are transferred at the step on that scale that corresponds to the step they are on in their regular classification, retroactive to the start of the temporary transfer period.

LEAVES OF ABSENCE

Section 10.0. Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 10.1. Sick & Accident Plan. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave will be earned at a rate of one-half (1/2) day for each month of active service with the Employer.

(b) One (1) day of sick leave for full time employees shall equal eight (8) hours. Sick leave shall be paid at the employee's straight time regular rate of pay when the sick leave is taken.

(c) Employees may utilize accrued paid sick leave when they are incapacitated for the safe performance of work due to illness, injury or other disability. Disability associated with pregnancy, miscarriage, abortion or child birth shall be treated as any other disability.

(d) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible and no later than one (1) hour before the start of the employee's work shift. In the event that the Employer believes that an employee is abusing sick leave, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge. The Employer reserves the right to discipline employees who abuse their sick leave or who establish patterns of abuse.

(e) At the end of each calendar year, all accrued but unused sick leave days in excess of twelve (12) days shall be multiplied by the employee's straight time regular rate of pay as of December 31 of that year, and one-half (1/2) of that amount shall be paid to the employee. Employees whose employment status with the employer ends shall not be paid for accrued but unused sick leave benefits; provided, however, that employees who retire under the County's retirement plan shall be paid one-half (1/2) of accrued but unused sick leave.

(f) In addition to the sick days, the employer agrees to provide all full-time and part-time employees with a Sick and Accident plan. This plan shall provide coverage of 66.67% of the employee's current straight time wage for up to twenty-six (26) weeks per disability. Benefit payments shall begin after day 8 for

sickness and after day one for accident or injury. Additional terms and conditions are outlined in the plan document offered to the County through the selected carrier.

Section 10.2. Non-duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work.

Section 10.3. Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days and will grant said leave in instances of prolonged illness of a member of the employee's immediate family (limited to father, mother, spouse or children, including step-children). Requests for personal leave shall be in writing, signed by the employee, and given to the Sheriff. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of ninety (90) consecutive calendar days. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Sheriff.

Section 10.4. Paid Personal Leave. Employees covered by this Agreement shall be permitted up to five (5) personal leave days per year. Employees requesting personal leave days shall submit such a request in writing to the Sheriff at least twenty-four (24)

hours in advance of the date requested. The Sheriff shall not be arbitrary or capricious in granting or denying of personal leave days.

Section 10.5. Funeral Leave. An employee shall be granted three (3) consecutive calendar days leave to attend the funeral in the event that a death occurs in the employee's immediate family, one of which must be the day of the funeral. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-Law, Father-in-Law, Brother-in-law, Sister-in-law, Grandparents and Grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased bargaining unit employee will be allowed one (1) leave day with pay to be deducted from sick leave. The Steward, or his representative, shall be allowed one (1) sick leave day in the event of a death of a member of the bargaining unit for the exclusive purpose of attending the funeral. Funeral leave may be extended beyond three (3) days. In such extension situation, the employee may choose no pay or to use sick leave.

Section 10.6. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Be a full-time employee;
- (b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after he is excused from jury duty service.

Section 10.7. Union Leave. The Employer will grant leaves without pay to one (1) employee for three (3) days every year to attend the Union's conventions and conferences; to obtain the above-mentioned leave days, request for leave must be in writing thirty (30) days in advance, showing location and dates of conventions and conferences; selection of the individual to attend shall be made by the Union.

Section 10.8. Workers Compensation Leave. Upon written application, a leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work

related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 10.9. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted -a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. Seniority shall accumulate during a military training or emergency duty leave of absence. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 10.10. Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work.

HOURS OF WORK

Section 11.0. Work Period. The work period shall be a period of twenty-eight (28) consecutive days. The normal tours of duty for full-time employees shall consist of one hundred sixty (160) hours of work in a work period. The normal workday for full-time employees shall consist of eight (8) hours, including meal periods. Nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or one hundred sixty (160) hours of work or pay per work period. The Employer may change the work period and normal workday whenever it determines operating conditions warrant such changes; provided, however, that before such changes are made a special conference will be requested.

Section 11.1. Overtime. Overtime other than of an emergency nature must be authorized in advance by the Sheriff or his authorized representative. The Sheriff will endeavor to distribute overtime work equally among employees in each job classification, based upon overtime hours worked during the calendar year, but reserves the right to assign overtime without regard to the overtime hours previously worked in instances of an emergency. The Sheriff shall post on a monthly basis a listing of overtime hours worked and refused by each employee during the calendar year. The provisions of the foregoing notwithstanding, the Employer shall call part-time employees within the classification affected prior to offering the work to full-time employees.

Section 11.2. Work Schedule. The work schedule and the starting and quitting times of any and all shifts shall be established by the Sheriff. Work schedules shall be posted at least one (1) week in advance whenever possible; provided, however, that the Sheriff reserves the right to change the work schedule where circumstances require that it be changed. In the event that the posted work schedule is required to be changed, the Sheriff will endeavor to give at least twenty-four (24) hours advanced notice of such changes.

Section 11.3. Lunch Periods. Employees will be allowed a one half (1\2) hour lunch-period with pay each day. During this period the employee remains on active duty and must take appropriate actions if necessary. This lunch period shall be at or near the midpoint of the scheduled day. The timing of an employee's lunch break shall be scheduled by the Employer so as not to interfere with prompt and efficient service to the Employer and the public.

Section 11.4. Break Periods. The Employer will endeavor to provide the employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. All break periods will be scheduled by the Employer so as to not interfere with the prompt and efficient service to the Employer and the public.

HOLIDAYS

Section 12.0. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Years Day
Martin Luther King Day
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Years Eve

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

Section 12.1. Holiday Pay. Eligible full-time employees shall receive eight (8) hours pay at their straight time regular rate for each recognized holiday. Eligible regular part-time employees shall receive holiday pay only for those holidays on which they were regularly scheduled to work. Employees required to work on a recognized holiday shall receive holiday pay in addition to pay at time and one-half (1-1/2) their regular straight time rate of pay for all hours worked on the holiday.

Section 12.2. Holiday Eligibility. In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

(a) The employee must work their scheduled hours on the employee's last regularly scheduled workday before the holiday and on the employee's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this section a person is not off the active payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

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

Section 12.3. Holiday During Vacation. In the event that a holiday shall occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and not charged with vacation leave on the day of the holiday.

VACATIONS

Section 13.0. Vacation Leave. All full-time and regular part-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Time off</u>
Less than two years	5 days
At least two but less than eight years	10 days
At least eight but less than nine years	15 days
At least nine but less than 10 years	16 days
At least ten but less than 11 years	17 days
At least eleven but less than twelve years	18 days
At least twelve but less than thirteen years	19 days
At least thirteen years but less than twenty years	20 days
At least twenty years	23 days

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Regular part-time employees are however subject to a maximum vacation accrual of forty (40) hours. Vacation leave accrues and is credited to eligible employees on their anniversary date of employment. Part-time cooks will be granted two (2) paid vacation days per year.

Section 13.1. Vacation Eligibility. In order to be eligible for full vacation leave benefits on their anniversary date, an employee must have worked a total of at least 1,750 hours during the preceding twelve (12) months. Employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to 1,750, rounded to the nearest half day. For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked.

Section 13.2. Anniversary Date. An employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date thereafter in succeeding years. An employee's length of continuous service shall be calculated from -the anniversary date, and shall only be broken by a loss of seniority.

Section 13.3. Vacation Scheduling. Employees may request time off for vacation after vacation leave has been credited to their use on their anniversary date each year. Vacation requests must be in writing and normally should be submitted by the employee at least thirty (30) days in advance of the period requested. The Sheriff will endeavor to approve all requests, but reserves the right to refuse to allow an employee to take vacation at the time requested if such vacation would interfere with the efficient operation of the Sheriff's Department.

Employees are required to take their vacation leave during the twelve (12) months following their anniversary date, and all vacation leave not used during the twelve (12) months following its crediting shall be forfeited; provided, however, that in the event that an employee is unable to utilize accrued vacation through no fault of his own the employee shall be allowed to carry over up to five (5) days to the next year.

Section 13.4. Vacation Pay. Vacation pay shall be at the employee's straight time rate in effect at the time the employee takes vacation leave. If a regular pay day falls during an employee's vacation, the Employer will provide that check in advance upon the request of the employee. Requests for advance payments must be made two (2) weeks prior to the last day worked.

Section 13.5. Benefits of Termination. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances:

- (a) If an employee retires in accordance with the retirement plan currently in effect.
- (b) If an employee resigns from employment and a minimum of fourteen (14) days advance notice is given to the Employer.
- (c) If an employee is laid off and requests payment of vacation pay, provided however that such vacation pay shall be designated to the period of the layoff.
- (d) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.
- (e) If an employee of this bargaining unit resigns for the purpose of becoming an elected official within the County of Presque Isle, he/she will forfeit all accrued vacation and sick leave.

If an employee of this bargaining unit retires prior to holding an elected office in the County of Presque Isle, then all accrued vacation and sick leave will be subject to the bargaining agreement.

WAGES AND PREMIUM PAY

Section 14.0. Wages. Appendix A attached hereto and made a part hereof contains the annual salaries to be paid to employees in classifications covered by this Agreement. An employee's regular hourly rate of pay shall be determined by dividing the annual salary by 2,080 hours, rounded to the nearest whole cent. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in the classification.

Section 14.1. Rates of New Jobs. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation and Act 312 Arbitration if the new job is subject to that legislation.

Section 14.2. Overtime Pay. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked within a two week pay period in which the number of hours actually worked exceeds eight (8) consecutive hours in a day or eighty (80) hours. For purposes of this section, time actually worked includes accrued & banked time paid. In the event that the Employer determines to go to ten (10) hour days, this Section shall be reopened for negotiations between the parties.

INSURANCE

Section 15.0. Health Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical, medical and dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program currently provides the coverage's listed on Appendix B through Blue Cross/Blue Shield. The parties agree that the employer may reduce the current level of coverage so long as they reinsure to "wrap" back to the to the BC/BS PPO-II coverage level in place prior to the change.

The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full time position or at a date thereafter that may be

established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent by filling out the applicable insurance forms and shall make arrangements satisfactory to the Employer for payment of the required monthly premium, if any.

Section 15.1. Payment of Health Insurance Costs. During the term of this Agreement, the Employer agrees to pay for single subscriber, two-person and family coverage for eligible employees who elect to participate in the group health insurance plan. All premium costs for family continuation and sponsored dependent coverage shall be paid by the employee electing to have the insurance coverage unless provided through the Employer's health insurance plan.

Section 15.2. Term Life Insurance. All full-time employees shall be eligible for term life insurance policy coverage in an amount of Ten Thousand Dollars (\$10,000.00) with double indemnity coverage after completion of the waiting period presently in effect. The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers, currently National Sheriffs Association Plan. During the term of this Agreement, the Employer agrees to pay the total premiums required for eligible employees.

Section 15.3. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs provided, however, that the benefits provided shall remain substantially equivalent. Prior to changing carriers a special conference will be called to discuss the changes and disputes over whether the benefits are substantially equivalent are subject to the grievance procedure.

Section 15.4. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance; the amount of 'the next 'month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provision of this section notwithstanding, the Employer shall continue insurance premium payments for individuals on workers compensation leaves of absence for a period of up to twelve (12) months.

Section 15.5. Duplication of Benefits. The provisions of Section 15.1 notwithstanding, the Employer shall have no obligation to duplicate any benefit an employee receives or is eligible to receive under any other policy or plan paying hospitalization or medical

benefits with any other employer, notwithstanding the circumstances or eligibility, amount or duration of benefit. Employees are required to inform the Employer of any and all hospitalization or medical benefit coverage enjoyed by said employee, as a condition to receipt of the benefits set forth as Section 15.1. A special conference may be called in the event that a dispute arises over continued coverage for any employee, and the dispute may thereafter be submitted to the grievance procedure for resolution.

Section 15.6. Payment in Lieu of Health Insurance. Full time employees who have available health care insurance coverage through a plan with their spouse's employer and elect to drop out of the County's health care plan shall be eligible to receive \$400.00 per month in lieu of health care insurance. This election shall be made in conjunction with the Employer's open enrollment period, and shall be effective for the next insurance year.

Section 15.7. Optical Reimbursement. The Employer will pay for the repair or replacement of eyeglasses that are damaged or destroyed during the performance of duty (to include the cost of eye exams if necessary as determined by the treating service provider).

RETIREMENT

Section 16.0. Retirement Plan. During the term of this Agreement, the program of retirement benefits provided for in the Plan B-3 of the Michigan Municipal Employees Retirement System (MERS) shall be in effect for full-time and regular part-time employees. Employees contribute four percent (4.00%) of their gross compensation to retirement plan. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System. Regular part-time employees not covered under the retirement plan prior to January 1, 1990, may purchase prior service with the Employer by paying the employee portion of the past service credit charge, as that amount is determined by the MMERS actuary.

MISCELLANEOUS

Section 17.0. Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number within three (3) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment.

Section 17.1. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 17.2. Bulletin Board. The Employer will provide a bulletin board which may be used by the Union for posting notices relating to recreational and social events, elections, results of elections and meetings.

Section 17.3. Cleaning Allowance. The Employer agrees to pay correctional officers and dispatchers an allowance of two hundred fifty (\$250.00) dollars per year for the necessary cleaning of uniforms, as long as the Employer requires these employees to wear uniforms. This allowance shall be paid in equal quarterly payments on March 31, June 30, September 30 and December 31 of each year to employees as of that date.

The Employer will give each employee \$400 credit per year to be used by the employee for the appropriate replacement of any uniform item including, but not limited to:

- Pants
- Long Sleeve Shirts
- Short Sleeve Shirts
- Spring Jacket
- Winter Jacket
- Sweater
- Ties

Brass items including nameplates, collar brass, whistle chains, and tie bars/tacks. Leather items including boots and belts.

The tie will be of the men's long clip-on type. While working in the jail area or while dispatching, employees will not be required to wear ties.

Upon this collective bargaining agreement being signed, the clerk/correctional officer will wear and be supplied a uniform by the County, and shall receive a cleaning allowance of two hundred fifty (\$250.00) per year.

Section 17.4. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the individual is notified of their acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 17.5. Severability Clause. Any part of this Agreement which shall be held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided therefore, shall be null and void, but only to the extent of the conflict. All other parts shall be in full force and effect for the duration of this Agreement.

Section 17.6. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by both parties.

Section 17.7. Term of Agreement. This Agreement shall be effective July 1, 2008 and remain in full force and effect through June 30, 2011, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or withdrawal by the party proposing amendment, modification, alteration, negotiation or change or any combination thereof. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations

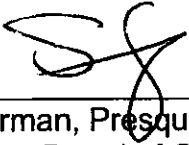
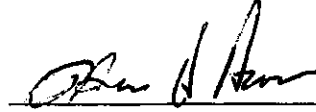
Section 17.8. Mailing of Notification. The written notice referred to in Section 17.10 shall be given by certified mail and, if given by the Employer, shall be addressed to Police Officers Labor Council, 667 E. Big Beaver Rd., Suite 205, Troy, Michigan 48083, and if given by the Union, the notice shall be addressed to Chairman, Presque Isle County Board of Commissioners, Courthouse, Rogers City, Michigan 49779 or at such other addresses as the parties may designate in writing.

PRESQUE ISLE COUNTY

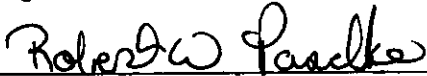
POLICE OFFICERS LABOR COUNCIL



Chairman, Presque Isle
County Board of Commissioners



Chairman, Presque Isle
County Board of Commissioners
Negotiations Committee



Presque Isle County Sheriff

July
dept. 3

APPENDIX "A"

Effective the first full pay period on or after July 1, 2008, the following schedule shall apply:

	Start	1Yr.	2Yr.	3Yr.	4Yr.
Clerk-Correction Officer	12.20	12.40	12.60	12.60	13.20
Correctional Officer	12.10	12.30	12.50	12.50	13.10
Dispatcher	11.34	11.56	11.78	12.20	12.40
Head Cook	10.75	10.95	11.15	11.15	11.65
Cook	10.45	10.65	10.85	10.85	11.35

Effective the first full pay period on or after July 1, 2009, the following schedule shall apply:

	Start	1Yr.	2Yr.	3Yr.	4Yr.
Clerk-Correction Officer	12.65	12.75	12.95	12.95	13.55
Correctional Officer	12.45	12.65	12.85	12.85	13.45
Dispatcher	11.69	11.89	12.13	12.55	12.75
Head Cook	11.10	11.30	11.50	11.50	12.00
Cook	10.80	11.00	11.20	11.20	11.70

Effective the first full pay period on or after January 1, 2010, the following schedule shall apply:

	Start	1Yr.	2Yr.	3Yr.	4Yr.
Clerk-Correction Officer	12.80	12.90	13.10	13.10	13.70
Correctional Officer	12.60	12.80	13.00	13.00	13.60
Dispatcher	11.84	12.04	12.28	12.70	12.90
Head Cook	11.25	11.45	11.65	11.65	12.15
Cook	10.95	11.15	11.35	11.35	11.85

Effective the first full pay period on or after July 1, 2010, the following schedule shall apply:

	Start	1Yr.	2Yr.	3Yr.	4Yr.
Clerk-Correction Officer	13.15	13.25	13.45	13.45	14.05
Correctional Officer	12.95	13.15	13.35	13.35	13.95
Dispatcher	12.19	12.39	12.63	13.05	13.25
Head Cook	11.60	11.80	12.00	12.00	12.50
Cook	11.30	11.50	11.70	11.70	12.20

Effective the first full pay period on or after January 1, 2011, the following schedule shall apply:

	Start	1Yr.	2Yr.	3Yr.	4Yr.
Clerk-Correction Officer	13.30	13.40	13.60	13.60	14.20
Correctional Officer	13.10	13.30	13.50	13.50	14.10
Dispatcher	12.34	12.54	12.78	13.20	13.40
Head Cook	11.75	11.95	12.15	12.15	12.65
Cook	11.45	11.65	11.85	11.85	12.35

APPENDIX B

The insurance program established in Section 15.0 provides the following coverage for full-time employees through Blue Cross/Blue Shield:

MEDICAL AND HOSPITALIZATION

Blue Cross PPO Option 2 with \$10/\$40 drug co-pay.

DENTAL

Comprehensive dental coverage Traditional Plus (\$1,000 per individual per year maximum amount) including CDC-FC (family continuation 19-25) with RC/25/50 (75% payment on Class I and 50% payment on Class II and III), will be provided to employees in the classifications of: Clerk-Corrections, Corrections Officer & Dispatcher,

Full time employees in the classifications of Head Cook and Cook will be permitted to participate in the Dental Insurance plan available to Dispatchers, Clerk, & Correctional Officers, provided that they pay 100% of the cost of this coverage.

LETTER OF AGREEMENT

This letter of agreement is added as a supplement to the contract by and between the County of Presque Isle, Sheriff of Presque Isle County and the Police Officers Labor Council (Jail / Dispatch Unit) which supplements the contract language of Appendix B between the parties.

MEDICAL AND HOSPITALIZATION

Employees are responsible for the first Ten Dollars (\$10.00) of out of pocket expense on each co-pay for drug purchases. The County will reimburse employees up to Thirty Dollars (\$30.00) of out of pocket expenses on each drug after the employee has met the Ten Dollar (\$10.00) criteria.

LETTER OF AGREEMENT

RE: Miscellaneous Matters

Vacation Schedule. The over twenty year step on the vacation schedule which grants 23 days of vacation is only applicable to employees in the classification of dispatcher and dispatcher/correctional officer.

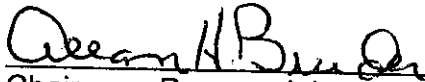
excludes
Rene
Wendy
Lois
Bob
Dick

LETTER OF AGREEMENT


SUBJECT: Part-Time Cooks

The parties have agreed in Section 1.1, Definitions and Employee Coverage, to exclude from the coverage of the collective bargaining agreement part-time employees who work less than twenty (20) hours per week as a regular employee. The provisions of Section 1.1 notwithstanding, it is agreed that any part-time cook will continue to be covered by the collective bargaining agreement as long as their regular schedule of work is sixteen (16) hours per pay period or more.

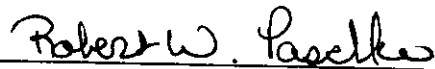
PRESQUE ISLE COUNTY



Chairman, Presque Isle
County Board of Commissioners



Chairman, Presque Isle
County Board of Commissioners
Negotiations Committee




Presque Isle County Sheriff

POLICE OFFICERS LABOR COUNCIL



PRES



Stewart
Sail POLC

LETTER OF AGREEMENT

SUBJECT: Assistant 911 Coordinator


The County has need to offer work as Assistant 911 Coordinator. The Union recognizes that such offers of work are made and revoked at the discretion of the Presque Isle County Sheriff. An individual of the of the bargaining unit working as Assistant 911 Coordinator shall be paid \$.50 per hour over their regular rate of pay.

PRESQUE ISLE COUNTY

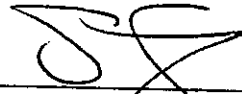
POLICE OFFICERS LABOR COUNCIL




Chairman, Presque Isle
County Board of Commissioners



PRES



Chairman, Presque Isle
County Board of Commissioners
Negotiations Committee



Stewart POLC
Jail Dispatch COOKS




Presque Isle County Sheriff

LETTER OF AGREEMENT

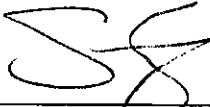
SUBJECT: Duplicate Insurance Coverage

The parties have agreed in Section 15.5. Duplication of Benefits to restrict the health and dental care insurance coverages available to employees who do not have such coverage available under programs under which their spouse or dependents are eligible to participate. The intention of this restriction on coverage was to have employees utilize alternate coverage whenever possible, in order to reduce costs to the Employer for duplicative coverage. It was recognized that each employee's duplicate coverage situation would be different, and it is agreed that these different coverage situations will be handled on an individual basis utilizing the premise that the other available insurance program will be primary, but that the Employer will provide supplemental payments or programs to enable the employee to be in an insurance coverage situation similar to that which would have occurred had the employee been covered by the Employer's group insurance program.

PRESQUE ISLE COUNTY



Chairman, Presque Isle
County Board of Commissioners




Chairman, Presque Isle
County Board of Commissioners
Negotiations Committee




Presque Isle County Sheriff

POLICE OFFICERS LABOR COUNCIL



PRES



Stewart


LETTER OF UNDERSTANDING

It is hereby agreed between the Presque Isle County Board of Commissioners and the Police Officers Labor Council (representing the members of the Presque Isle County Corrections / Dispatch Unit) that the employee's contribution to the Municipal Employees' Retirement System (MERS) will be reduced from 4% to 3% of their gross wages.

A copy of this letter shall be attached to and become a part of the current collective bargaining agreement.

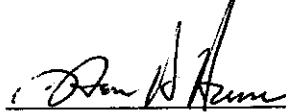
Dated this 14th day of October, 2008.

For the County:



Stephen R. Lang, Chairman
Personnel Committee

For the Jail/Dispatch Employees:



Union Representative

Mary

July, 2008

SZYMANSKI 13.20

BERG 13.10

KLANN 13.10

HUGHES 13.10

R HANSON 12.50

10/11 ANNIV. 13.10

T HANSON 12.40

IDALSKI 12.40

WALKER 11.56

1/22 ANNIV 11.78

ROMEL 11.34

HOFFMEYER 11.34 DISPATCH
12.10 CORRECTIONS

PEGGY 11.65

JUDY 11.35

JACKIE 10.85