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12/31/98

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AGREEMENT

Between

THE COUNTY OF MANISTEE

AND

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN
-POAM-

AND

THE MANISTEE COUNTY DEPUTY SHERIFFS ASSOCIATION, ITS AFFILIATE

Effective January 1, 1996 - December 31, 1998

Manistee County

AGREEMENT

THIS AGREEMENT entered into on the 13th day of AUGUST, 1996, effective January 1, 1996, 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 ASSOCIATION OF MICHIGAN, (hereinafter referred to as the "Union").

ARTICLE I
PURPOSE AND INTENT

1.1: 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 the rules and policy of the parties governing 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 Department in rendering services to the citizens of this County.

ARTICLE II
RECOGNITION

2.1: 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 Department including Deputy Sheriffs, Sergeants, Animal Control Officer, Marine Deputies, Cooks, Clerical Employees, 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 III
AGENCY SHOP

- 3.1: A. All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or re-entering the bargaining unit or pay service fee equal to dues uniformly required of members of 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 has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

- C. Officers of the Association to be allowed two (2) days each (for a total of 2 men) per year to attend POAM meetings, if scheduled to work on meeting dates.

3.2: The Employer will deduct, upon receipt of 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 Association of Michigan (POAM) within ten (10) days after such deductions have been made. Such sums shall be accompanied by a schedule showing for whom deductions have been made.

**MANISTEE COUNTY DEPUTIES ASSOCIATION
FORMS FOR DUES CHECK-OFF**

I hereby authorize and direct my Employer to deduct from my wages, and pay over to Manistee County Deputies Association, such amounts including membership dues and special assessments as may be established by the Association and become due it from me during the effective period of this authorization.

Signed: _____

Address: _____

Date: _____

3.3: 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 deduction made from wages earned by employees.

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

**ARTICLE IV
REPRESENTATION**

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

4.2: The Bargaining Committee may be composed of the same number of employees with seniority as the number of members of the Employer's Bargaining Committee.

The Union shall be represented in the grievance procedure by one representative to be selected by the Union and a representative of the Union.

4.3: It is understood that the efficient operation of the Manistee County Sheriff's Department is foremost and accordingly no member of the committee or representative, in the performance of any Association 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.

4.4: The Union and/or Grievance Committee members of the local Association may perform the following:

- A. Processing and investigating reported members' grievances.
- B. Differences concerning the intent and application of the provision of this agreement.
- C. Represent members at hearings or proceedings affecting rights and/or benefits provided by this agreement.

4.5: During the term of this agreement, the Union shall inform the Employer in writing of the names of the Grievance Committee, and the Bargaining Committee of the Local Association.

4.6: When Local Association Officers are requested by the Sheriff or his designee to meet with them concerning Union Business, outside of duty hours, those Local Association Officers shall be paid for the time involved at the time and one-half rate.

ARTICLE V
GRIEVANCE PROCEDURE

5.1: Any employee having a grievance may ask for a member of the bargaining committee 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 employee may request the Sheriff or his designee to call the local association representative to handle the specified grievance. No further discussion of the grievance will be held until a meeting with the 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. The Union and/or local representative shall meet with the Sheriff or his designee not later than fifteen (15) calendar days following the signing of the grievance. The representative and the Sheriff or his designee shall attempt to settle the grievance.
- D. The Sheriff or his designees shall write his disposition on all copies of the grievance forms and shall return it to the Union and/or local representative within ten (10) calendar days of said meeting.

5.3: STEP 2 - BOARD OF COUNTY COMMISSIONERS

- A. If the written answer at Step 1 is not satisfactory, the grievance may be presented by the Union and/or local Association's Bargaining Committee to the County Administrator within ten (10) calendar days after receipt of the answer in Step 1. Presentation shall be made by furnishing a written copy to the County Administrator.

Upon proper presentation a meeting shall be held between the Grievance Committee, or its representatives and the Board of Commissioners or his representatives, which representatives shall include members of the Board of Commissioners, within thirty (30) calendar days of presentation of the grievance to the Administrator. The meeting shall be held for the purpose of attempting to settle the matter in dispute. The Board of Commissioners or its representatives shall give their answer within twenty (20) calendar days after the meeting.

5.4: STEP 3 - ARBITRATION

In the event the answer by 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 request that the matter in dispute be heard by an arbitrator, all pursuant to the following rules and conditions.

- A. The grievance shall relate solely to the application and interpretation of the terms and conditions of the collective bargaining agreement.
- B. 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.
- C. The decision of the arbitrator shall be final and binding upon the Employer and the Union.
- D. 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. If no agreement can be reached, he shall be selected by the parties alternately striking a name from the list.
- E. The cost and expenses of the arbitrator shall be shared equally by the parties.
- F. Any Grievance not taken to arbitration within the above stated time limit shall be deemed settled based upon the Board of Commissioners' last answers.

5.5: Any grievance not followed 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. 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 VI
SENIORITY

6.1: Seniority is defined to mean the length of continuous service of an employee with the Manistee County Sheriff's Department since the day and year of the employee's last hiring, 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: During the first twelve (12) months of continuous active employment an employee shall be on probation. There shall be no responsibility to reemploy any probationary employee who is discharged, or otherwise terminated during the probationary period. Upon completion of the probationary period the employee's name shall be placed on the seniority list with seniority from the original hiring date.

6.4: 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. Employees will notify the Employer 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.
- D. If an employee, upon proper notification of recall from layoff, fails to report within five (5) days of his desire to return to work or fails to return to work within fourteen (14) days following notification. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his proper address on record with the Employer. Nothing in this item (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. In cases of worker's compensation this period shall be twenty-four (24) months.

- F. If an employee works for another employer while on leave of absence unless agreed to in the leave of absence.
- G. If an employee fails to report for work at the expiration of his leave of absence unless a reasonable explanation is given.

6.5: 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.

6.6: Bargaining unit members who transfer or are promoted to a classification outside of the POAM bargaining unit for a period of more than one hundred twenty (120) calendar days shall not retain or accumulate bargaining unit seniority. Such a bargaining unit member who returns to the unit will re-enter the unit without seniority. 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.

ARTICLE VII
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 on probation and then the employees in that classification with the least seniority will be the first to be laid off. 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. 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. 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 months of the date of layoff.

- B. Employees shall be recalled in the reverse order of their layoff. In a classification, probationary employees shall not be recalled or new hires made until all employees with seniority have been recalled.
- C. An employee stops accumulating seniority in a layoff status which results in no current employment with the County Sheriff's Department.

ARTICLE VIII
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 employer on the basis of the ability, experience and qualifications of the applicant to perform the open job. The Employer shall apply the same standard of ability, experience and qualification to all applicants.

8.2: The Employer agrees to post all permanent vacancies as defined below, on the Bulletin Board for seven (7) calendar days. 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. 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. New employees may be hired for a posted job only when there are no bidders with the necessary ability, experience and qualifications. While a job is being posted, and pending the determination of the successful bidder, the Employer reserves the rights to make such transfers or hire such employees as may be necessary to fill the job.

8.3: For the purpose of Section 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 Employer or any permanent opening on an existing job created by death, quit, discharge, retirement or permanent transfer, or any other vacancy agreed to as such by the Employer and the bargaining committee.

8.4: The Employer 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. The Employer 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 2. The Employer shall not transfer bargaining unit members to administrative positions on a temporary basis.

8.5: A successful bidder for a permanent job opening shall have a sixty (60) day trial period during which period the employee may request a retransfer to his former job or the Employer may retransfer for just cause, the employee to his former job.

8.6: Animal Control, Cooks, Clerical Employees, and Correctional 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 IX
EMPLOYER RECOGNITION AND RIGHTS

9.1: The Association recognizes the Employer as the proper party to perform the usual and historical functions of management and that it 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 Association 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 Association the effect of such management prerogatives contained in this subparagraph (h) prior to implementing such prerogatives.

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

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 in behalf of the Association or because of age, race, creed, sex, color or national origin.

ARTICLE X WORKING CONDITIONS

10.1: All scheduled shifts shall consist of eight (8) consecutive hours. The Employer and the Association 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.

10.2: Subject to the provisions of this Agreement, employees shall be expected to work on any shift to which they may be

assigned. Any change in shift or schedule will be made with as much advance notice as is possible. Within thirty (30) days of the date of this contract, the Employer and Union will begin meetings to develop a shift schedule.

10.3: The Employer will schedule work hours so that two (2) certified deputies will be assigned to a vehicle for patrol duty during night-time hours.

10.4: Employees scheduled to report to work prior to sixteen (16) hours after the regular time their last shift ended shall receive time and one half (1-1/2) their straight time hourly rate for all hours worked, except beginning sixteen (16) hours after the regular time their last shift ended, the employee's rate of pay shall revert to his regular straight time hourly rate.

10.5: An employee called in to work before or after his regular shift shall receive a minimum of two (2) hours pay at his straight time hourly rate or at the rate of one and one-half his hourly rate for time actually worked, whichever is greater. Call-in pay shall be payable only when advance authorization by the Sheriff or his designee for such call is obtained. The employee's straight time hourly rate is the quotient of his salary and 2080 hours.

10.6: 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 - 1/2 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.

10.7: A regular work week is five (5) eight-hour days which need not be consecutive. Time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in a regular work week, provided, such overtime hours are authorized by the Sheriff or his designee. The hourly rate shall be the quotient of the employee's annual salary and 2080 hours.

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

10.9: 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.

10.10: 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.

10.11: 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.

10.12: 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.

10.13: 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 Employer shall schedule a deputy or deputies to attend such school. To be eligible to attend such schools, a deputy must have two (2) years seniority. To the extent possible, attendance at such schools shall be scheduled on the basis of seniority within the department.

10.14: All minor write up slips will be removed from files after 6 months' time has past. All major write up slips will be removed from files after 1 years' time has past. Once removed from files they can no longer be used in any further disciplinary action. It is also understood that these write up slips can be retained for liability reasons only. It is also understood that if any other

violations take place before write up slips are removed from files that they can be used in further disciplinary action.

ARTICLE XI
SHIFT PREMIUM

11.1: Effective January 1, 1997, hourly shift premium shall cease to be paid. In the first pay period of December 1997, and in the first pay of December for each year thereafter, all employees shall receive a lump sum payment of three-hundred (\$300.00) dollars for shift premium.

ARTICLE XII
EQUIPMENT

12.1: 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.

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

12.3: 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.

12.4: On the first payday following January 1 of each year, all employees required to wear a uniform shall receive a uniform cleaning allowance of \$300.00 each. Employees who are hired after January 1 shall, on the first payday following their date of hire, receive a cleaning allowance of \$300.00 prorated on a calendar year basis. Employees shall be required to keep a record of actual costs of uniform cleaning and employees whose seniority terminates as provided in Article VI hereof shall return the unused portion of such cleaning allowance to the Employer. 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.

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

ARTICLE XIII
HOLIDAYS

13.1: All employees covered by this agreement who qualify, as defined in paragraph 13.2, shall receive eight (8) hours holiday pay at their straight-time hourly rate for each of the holidays designated in paragraph 13.3 hereof.

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

13.3: The following shall be holidays 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

13.4: Employees who work on any of the holidays provided in Section 13.3 shall receive the holiday pay provided in Section 13.1 plus their regular straight-time hourly rate for all hours worked on the holiday.

13.5: Effective upon signing, within thirty (30) days prior to the end of a calendar year, each employee covered by this section of the Agreement shall declare, in writing, the number of days he/she will be taking compensatory time in lieu of the holiday pay for the upcoming year, and further which holidays will be the compensatory holidays. These days will then be incorporated into the annual master schedule using the guidelines currently in place in the Agreement.

It is understood that employees will be scheduling holidays in advance, not yet earned, however in the interest of efficient planning, this will be allowed so as to ease scheduling conflicts for the department and other employees who may be affected with schedule changes. Should an employee be discharged or leave employment for any reason having taken time off prior to earning it, this time shall be deducted from any compensation owed by the County from vacation, sick or holdback payout.

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:

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.

ARTICLE XIV
INSURANCE

14.1: Subject to Section 14.2, the Employer shall maintain the medical insurance program in effect on the effective date of this agreement.

14.2: The Employer reserves the right at any time to change the insurance carrier, provided such change does not reduce the insurance benefits.

14.3: Each employee shall be furnished, at the Employer's expense, \$10,000.00 life insurance coverage with double indemnity provisions.

14.4: Effective upon signing the following modifications may be made by the Employer:

- A. Prescription - raise co-pay to \$10.00 for standard drugs - "0" co-pay for generic drugs, mandatory PPO.
- B. Change the major medical co-payment to 80/20 with co-insurance limit of \$1,000 after 100% payment by the County's insurance provider.
- C. \$100.00 deductible per admission for the hospital expense benefit.
- D. Employees join a "PPO" program on a voluntary basis.
- E. Add pre-existing conditions language for future employees.

14.5: Effective January 1, 1985, the Employer shall provide a 50-50 dental plan with an \$800.00 per year maximum usage per person

for employees and their spouses and dependents. Premiums to be fully paid by Employer.

14.6: Sickness and Accident Insurance. All full time employees shall be eligible for sickness and accident insurance coverage in an amount equal to seventy percent (70%) of their normal gross weekly wage (based upon forty (40) hours of work per week). These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or the seventh (7th) day of disability due to sickness for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Except as provided in subsection G of section 16.1, Paid Personal Leave, no employee shall duplicate or pyramid paid personal leave and sickness and accident benefits. The County agrees to pay the total premiums required for eligible employees.

14.7: In the event an employee's Worker's Compensation claim is contested which results in no sick and accident reimbursement until after the compensation dispute is resolved, leaving the employee with neither Worker's Compensation payments or sick and accident benefits, the County agrees to pay the lesser of the two amounts until such time as the lesser benefit is exhausted. Upon resolution of dispute, employee must make restitution to employer.

ARTICLE XV
VACATIONS

15.1: 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 take such vacation 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.

15.2: All employees shall during each calendar year accrue vacation benefits which shall be used for vacation during the next succeeding calendar year. To be entitled to the vacation benefits provided in paragraph 15.3 hereof, an employee must have worked at least sixty percent (60%) of the employee's annual hours (based on 2080 hours) during the calendar year in which such benefits accrued. Employees who work less than sixty percent (60%) during such accrual year shall receive benefits equal to the product of the ratio of actual hours worked and sixty percent (60%) of the employee's actual hours, and the vacation days provided in paragraph 15.3 hereof. Holidays, paid sick leave days and vacation days shall be deemed days worked for purposes of this section.

15.3: A. Subject to subparagraph (B) hereof, employee shall receive ten (10) paid vacation days after one (1) year of continuous employment; fifteen (15) paid

vacation days after five (5) years of continuous employment and twenty (20) paid vacation days after ten (10) years of continuous employment; one (1) additional vacation day per year after completion of twenty (20) years of continuous employment, to a maximum of twenty-five (25) days. One vacation day's pay shall equal eight (8) hours pay at the employee's straight time hourly rate.

- B. Notwithstanding subparagraph (A) of this paragraph 15.3, an employee, in order to receive the maximum vacation day accrual for the first year of employment must have worked sixty percent (60%) of the employee's actual hours during his first year of employment. If the employee has worked less than sixty percent (60%) of the employee's actual hours the first year's vacation shall be prorated as provided in paragraph 15.2 hereof.

15.4: Employees must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. Vacation time not taken shall not accumulate and the employee shall not be paid for such days.

15.5: Except as provided in paragraph 15.6 all vacations shall be taken in minimum periods of one week each, which shall be construed to be five (5) working days, unless the employee requesting the vacation is entitled to less than one week's vacation or other arrangements have been made, in advance, with the Sheriff. Employees may select regularly scheduled vacations by seniority up to and including January 31 of each year, thereafter it will be on a first come, first serve basis.

15.6: A. An employee may take up to five (5) vacation days per year in increments of five (5) days or less. All requests for vacations shall be submitted in writing to the Sheriff at least ten (10) days prior to the requested days off.

- B. Only one employee at any one time in each classification shall be entitled to take vacations in increments of five (5) days or less, except two (2) road patrol deputies may take such vacation at the same time provided:

1. The period of time during which two road patrol deputies are on vacation at the same time may not exceed two (2) consecutive days.

2. Only one road patrol deputy at one time may be off work 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 hunting) |

15.7: Employees who retire or who quit, provided, however that employees who quit must give the Employer two (2) weeks advance written notice, shall be entitled to payment at their straight-time hourly rate for accrued, but unused vacation days. If an employee dies, 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 XVI
PAID PERSONAL LEAVE

16.1: Paid Personal Leave. It is agreed that employees shall be granted paid personal leave under the following conditions and guidelines.

- A. On January 1st of each year 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 when he takes his personal leave. Personal leave may be taken in the minimum of four (4) hours.
- C. Normally when applying for personal leave one (1) person per classification per shift, on a first come first serve basis will be entitled to utilize personal leave, the exceptions shall be emergencies or serious illness. Employees will endeavor to give the Employer as much advance notice of use as possible, but not less than 48 hours unless sick or emergency.
- D. On first pay in January the Employer will pay 100% of unused personal leave at the December 31st base pay rate a maximum of four (4) unused personal days.
- E. No accumulation of personal leave days from year to year shall be allowed.
- F. Employees to be carried as duty involved status for up to the first fourteen (14) days of a work

related injury. Employees will be reimbursed for time lost based on their base rate of pay if not released for light duty assignment by a physician in accordance with Worker's Compensation laws.

- G. For employees hired prior to July 1, 1996 all accrued sick leave days under the former sick leave provision shall be placed in a "bank" and accrue at the current and future rates of pay. 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 completion of the 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 "bank".
 5. Annually, employees may draw down from their former 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 down amount as determined by the County.

16.2: Funeral Leave . Upon the death of any member of the immediate family, as hereinafter defined, of any employee, such employee shall be entitled to three (3) days off with pay,

provided, that such three (3) days shall be consecutive and include the day of the funeral. If the funeral is outside the State of Michigan, the employee shall be entitled to five (5) days off with pay, provided that the five (5) days shall be consecutive and shall include the day of the funeral. Immediate family is defined as spouse, child, father, mother, brother, sister, mother-in-law, father-in-law or member of the employee's household. 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 a brother-in-law, sister-in-law, grandparent, or grandchild.

ARTICLE XVII
WAGES

17.1: Employees shall be paid bi-weekly on the same day as the employees of the Manistee County Courthouse are paid. The Employer shall be entitled to retain one week's pay as a holdback from each new employee's pay.

A. Part-time. Employees who work twenty-four (24) hours or less per pay period are not entitled to benefits other than wages.

17.2: The following schedule of wage rates shall be paid based on 2080 hours of work per year effective:

January 1, 1996

| <u>Classification</u> | <u>Base Rate Annual/(Per Hour)</u> | <u>2 Years</u> | <u>5 Years</u> |
|--------------------------------|--|---------------------|---------------------|
| Deputy Sheriff | \$26,083 | \$27,539 | \$28,517 |
| Marine Deputy | \$12.54 | \$13.24 | \$13.71 |
| Hired prior to January 1, 1996 | | | |
| Animal Control | \$26,083 \$12.54 | \$27,539 \$13.24 | \$28,517 \$13.71 |

| <u>Classification</u> | <u>Base Rate Annual/(Per Hour)</u> | <u>2 Years</u> | <u>5 Years</u> |
|-----------------------------|--|---------------------|---------------------|
| Hired after January 1, 1996 | | | |
| Animal Control | \$24,440 \$11.75 | \$25,938 \$12.47 | \$26,790 \$12.88 |
| Cook | \$9.80 | | |
| Road Sergeant | \$29,952 \$14.40 | | |
| Corrections Officer | \$21,362 \$10.27 | \$22,963 \$11.04 | \$23,733 \$11.41 |
| Corrections Sergeant | \$24,918 \$11.98 | | |

January 1, 1997

| <u>Classification</u> | <u>Base Rate Annual/(Per Hour)</u> | <u>2 Years</u> | <u>5 Years</u> |
|-----------------------------|--|---------------------|---------------------|
| Deputy Sheriff | \$26,957 | \$28,413 | \$29,390 |
| Marine Deputy | \$12.96 | \$13.66 | \$14.13 |
| Hired prior January 1, 1996 | | | |
| Animal Control | \$26,957 \$12.96 | \$28,413 \$13.66 | \$29,390 \$14.13 |
| Hired after January 1, 1996 | | | |
| Animal Control | \$25,314 \$12.17 | \$26,811 \$12.89 | \$27,664 \$13.30 |
| Cook | \$10.22 | | |
| Road Sergeant | \$30,867 \$14.84 | | |

January 1, 1997

| <u>Classification</u> | <u>Base Rate Annual/(Per Hour)</u> | <u>2 Years</u> | <u>5 Years</u> |
|-----------------------|--|---------------------|---------------------|
| Corrections Officer | \$22,235 \$10.69 | \$23,837 \$11.46 | \$24,606 \$11.83 |
| Corrections Sergeant | \$25,834 \$12.42 | | |

January 1, 1998

| <u>Classification</u> | <u>Base Rate Annual/(Per Hour)</u> | <u>2 Years</u> | <u>5 Years</u> |
|-----------------------|--|----------------|----------------|
| Deputy Sheriff | \$27,789 | \$29,245 | \$30,222 |
| Marine Deputy | \$13.36 | \$14.06 | \$14.53 |

Hired prior January 1, 1996

| | | | |
|----------------|---------------------|---------------------|---------------------|
| Animal Control | \$27,789 \$13.36 | \$29,245 \$14.06 | \$30,222 \$14.53 |
|----------------|---------------------|---------------------|---------------------|

Hired after January 1, 1996

| | | | |
|----------------|---------------------|---------------------|---------------------|
| Animal Control | \$26,146 \$12.57 | \$27,643 \$13.29 | \$28,496 \$13.70 |
|----------------|---------------------|---------------------|---------------------|

| | | | |
|------|---------|--|--|
| Cook | \$10.62 | | |
|------|---------|--|--|

January 1, 1998

| <u>Classification</u> | <u>Base Rate Annual/(Per Hour)</u> | <u>2 Years</u> | <u>5 Years</u> |
|-----------------------|--|---------------------|---------------------|
| Road Sergeant | \$31,741 \$15.26 | | |
| Corrections Officer | \$23,067 \$11.09 | \$24,669 \$11.86 | \$25,438 \$12.23 |
| Corrections Sergeant | \$26,707 \$12.84 | | |

Sergeants Differential. Effective 1/1/92 all sergeants shall receive 5% above top respective classifications as supervisor

pay. In the remainder of the contract the rate shall be maintained at 5% over the respective classification.

17.3: Employees during their probationary period may be paid 10% less than the rate provided in paragraph 17.2 hereof.

17.4: Employees who use their personal vehicles for Sheriff's work during regular working hours shall be reimbursed for such use at twenty-five cents (25¢) per mile. Employees attending schools shall be paid mileage for one round trip each week.

17.5: If the Employer creates a new classification, it shall notify the Union within ten (10) days of the new classification and the wage rate established by the Employer. The wage rate established by the Employer shall be subject to negotiation if the Union notifies the Employer within ten (10) days of its receipt of notice that it desires to negotiate the rate.

17.6: 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.

ARTICLE XVIII
PENSION

18.1: Effective January 1, 1995, the Employer shall upgrade the MERS pension to level B-2 with a 8 year vesting. The Employer shall pay three (3%) percent or less of payroll as actuarially determined by the Michigan Employee's Retirement System for this particular upgrade. If the costs to upgrade to the B-2 level exceed three (3%) percent of payroll, as actuarially determined, the employees shall pay the difference by contributions through payroll deduction. Effective October 1, 1998, the Employer shall upgrade the MERS pension to level B-4. The Employer shall pay thirty (30%) percent of the cost of the improvement based upon a September 29, 1995 actuarial assumption provided by the Segal Company identifying a total cost of 4.11%. The employees shall pay seventy (70%) percent of the costs identified as 4.11%. Employees shall contribute by payroll deduction on a bi-weekly basis.

18.2: Effective January 1, 1984, the Employer shall pay the employee's contribution share to the present pension system.

18.3: Effective January 1, 1988, the Employer shall adopt MERS benefit program F50 with 25 years of service.

18.4: Retiree Insurance. The following shall apply to employees who retire after January 1, 1993. Upon retirement until Medicare eligible, the retiree shall be entitled to the same health, dental and prescriptions insurance coverage provided to

employees, including dependent coverage. The County shall pay fifty (50%) percent of said premiums.

- A. If the retiree works for any Employer who provides medical and health care coverage, the County's obligation to provide medical coverage ceases. Upon the retiree quitting, separating, or being terminated from such employment, the County will resume their obligation to provide medical coverage.
- B. Upon a retiree becoming eligible for Medicare coverage, said retiree shall apply for and be covered under Medicare. The County shall provide a supplemental wraparound policy to Medicare.
- C. The County shall have the right to choose the carrier so long as the benefits remain substantially the same.

18.5: Military Buyback. Effective upon signing - any employee who has served actively in any branch of the armed forces of the United States be entitled to buy from MERS, service credit of up to two (2) years for purposes of pension retirement. The employee shall pay full costs as determined by the actuary and may spread such costs over the remaining life of employment.

18.6: The Employer agrees to provide a window period starting January 1, 1997 and ending March 31, 1997 for the purposes of offering improved retirement benefits for eligible employees under the MERS pension system. During the window period the employer shall offer, at no cost to the eligible employee, improved benefit levels of MERS B-4 (for all years of service). The eligible employee must apply in writing to retire during the window period under MERS rules for application to retire. Eligible employees who fail to make application and retire during the window period thereafter will be precluded from obtaining this benefit and shall retire under the current level of benefits as established in the collective bargaining agreement at section 18.1.

ARTICLE XIX DURATION

19.1: This Agreement shall remain in full force and effect from January 1, 1996 to December 31, 1998 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.

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

POLICE OFFICERS ASSOCIATION
MICHIGAN:

Patrick J. Spidell 4-6-96
Patrick J. Spidell
Business Agent

MANISTEE COUNTY BOARD OF
OF COMMISSIONERS:

Carl Rutzke

Jeffrey L. Orth
Erin A. Kowalski

MANISTEE COUNTY DEPUTY SHERIFFS
ASSOCIATION:

Paul Golembiewski 8-9-96
Paul Golembiewski
President

MANISTEE COUNTY SHERIFF:

Edward Haik
Edward Haik, Sheriff

LETTER OF UNDERSTANDING

This Letter of Understanding between the parties will set the policy on prisoner transports and serve also as a Letter of Resolution to Grievance No. 87-0237.

1. The Sheriff agrees that the corrections officer lieutenant shall work only his/her hours and shall not work any overtime hours involving work performed by the bargaining unit unless all corrections officers are unavailable.
2. The Sheriff shall provide the Union with a copy of the current overtime policy as agreed to between the Sheriff and the corrections officers.
3. The Sheriff agrees that corrections officers shall not transport prisoners. Only sworn police officers will be utilized on prisoner transports.

POLICE OFFICERS ASSOCIATION
MICHIGAN:

Patrick J. Spidell
Patrick J. Spidell
Business Agent

Dated: 8/6/96

MANISTEE COUNTY BOARD OF
OF COMMISSIONERS:

Carl Rutke

Dated: 8-13-96

MANISTEE COUNTY DEPUTY SHERIFFS
ASSOCIATION:

Paul Golembiewski
Paul Golembiewski
President

Dated: 8-9-96

MANISTEE COUNTY SHERIFF:

Edward Haik
Edward Haik, Sheriff

Dated: 8-19-98

LETTER OF UNDERSTANDING

It is the purpose of this Letter of Understanding to define the rights and obligations of both retired employees and the County pursuant to the retiree insurance provisions contained in Article XVIII, paragraph 18.4, of the Collective Bargaining Agreement effective January 1, 1996 to December 31, 1998.

1. With respect to paragraph 18.4, the employee's fifty percent portion of the premiums for each month's coverage shall be paid to the County prior to the end of the preceding month.
2. With respect to paragraph 18.4A, 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 other employer's coverage.
3. For purposes of paragraph 18.4A, the word "provides" means that another employer makes insurance available and the other employer pays some portion of the premium. The word "provides" is further defined to mean that insurance coverage provided by the other 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. If the other employer provides medical and health care coverage as described above, the retiree must elect the insurance provided by the other employer.
4. With respect to paragraph 18.4A, if a retiree quits, separates or is terminated from employment with another employer, the County's obligation to resume insurance coverage shall begin at such time as insurance coverage can be obtained after notification by the retiree to the County of the changed circumstances. Until such time as insurance can be reinstated, the County shall not be an insurer.

5. With respect to paragraph 18.4B, the "supplemental wrap around policy to medicare" shall be a policy selected at the sole discretion of the County of Manistee.

POLICE OFFICERS ASSOCIATION
MICHIGAN:

Patrick J. Spidell
Patrick J. Spidell
Business Agent

Dated: 8/6/96

MANISTEE COUNTY BOARD OF
OF COMMISSIONERS:

Carl Rutake

Dated: 8-13-96

MANISTEE COUNTY DEPUTY SHERIFFS
ASSOCIATION:

Paul Golembiewski
Paul Golembiewski
President

Dated: 8-9-96

MANISTEE COUNTY SHERIFF:

Edward Haik
Edward Haik, Sheriff

Dated: 8-19-96

LETTER OF UNDERSTANDING

A. Section Cafeteria Plan:

During the contract period, the County will continue to provide each employee within the bargaining unit the funds necessary to purchase the following core benefits:

- A. Current Health Plan benefit.
- B. Current Dental benefit.
- C. Current Life Insurance benefit.
- D. Current Retirement Plan.
- E. Short-term Disability Insurance.

In addition to these benefits, as soon as possible the County will implement a Section 125 Cafeteria Benefit Plan which will allow the employee choices of additional and/or reduced benefits through a pre-tax payroll deduction. These benefits can include, but are not limited to, the following:

- A. Additional Health Insurance Plans.
- B. Medical Reimbursement Accounts.
- C. Monitored Wellness Program.
- D. Additional Dental Insurance Plans.
- E. Vision Coverage.
- F. Increased Term Life Insurance Options.
- G. Long-term Disability.
- H. Dread Disease Coverage.
- I. Dependent Care Assistance.
- J. Cash Alternatives.
- K. Other.

These products will provide employees with the benefit of purchasing products which best fit your family needs, at the best price that can be negotiated on the employees' behalf with insurance carriers and with most advantageous tax considerations. This will allow employees to gain more spendable income by using payroll dollars before taxes and by purchasing coverage at a group price.

B. Effective July 1, 1996, change the Dependent Childrens coverage language as indicated below:

Effective July 1, 1996, the Employee Health Benefit Plan Document for Manistee County shall be amended in regards to an Employee's dependent children as follows:

An Employee's dependent children are eligible for coverage under the Employee Health Benefit Plan until the end of the year in which they turn age 19.

In order for a dependent child to be eligible for coverage between the ages of 19 and 25, they must meet all of the following requirements:

1. Unmarried.
2. Dependent of the Employee for more than half of his/her support.
3. A member of the Employee's household.
4. Related by blood to the Employee, marriage or adoption.
5. A full time student for at least five months of the year or had a gross income of less than four times the personal exemption amount identified by the Internal Revenue Service. (For 1994, the basic personal exemption amount was \$2,540.00).

- C. Effective July 1, 1996, change #1 of the "Becoming Eligible" clause in the 30 day waiting period language for new employees as indicated below:

New Employees are eligible for coverage 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 new Employer's coverage begins on the 1st day following the next full month. The employee must be actively at work during this waiting period to remain eligible.

- D. Effective July 1, 1996, change the "Medically Necessary" language as indicated below.

Effective July 1, 1996, the language shall be changed to add more information regarding Medically Necessary that appears in the Definition Section of the Plan Document. It shall read as follows:

Medically Necessary

Medically Necessary means that a service, medicine or supply is necessary and appropriate for the diagnosis or active treatment of an illness or injury based on generally accepted current medical practice.

To be Medically Necessary, Covered Expenses must be:

- rendered in connection with injury or illness;
- consistent with the diagnosis/treatment of the condition;
- in accordance with standards of good medical practice, and
- provided at the most appropriate level of care or in the most appropriate level of care or in the most appropriate

type of health care facility. Only the participant's medical condition is considered in determining which level of care or type of health care is appropriate. Medically Necessary is the criteria by which the Plan determines the necessity of medical service and treatment under the Plan.

A service, medicine or supply will not be considered Medically Necessary if:

- it is provided only as convenience;
- it not appropriate treatment for the diagnosis;
- it exceeds, in scope and duration or intensity, that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment;
- it is part of a plan of treatment which is considered Investigative, Experimental or for research purposes; and
- it involves the use of a drug or substance not formally approved by the U.S. Food and Drug Administration, even if approval is not required.

The fact that a physician may prescribe, order, recommend or approve a service or supply does not, by itself, make the service or supply Medically Necessary.

POLICE OFFICERS ASSOCIATION
MICHIGAN:

Patrick J. Spidell
Patrick J. Spidell
Business Agent

Dated: 8/6/96

MANISTEE COUNTY BOARD OF
OF COMMISSIONERS:

Carl Rutske

Dated: 8-13-96

MANISTEE COUNTY DEPUTY SHERIFFS
ASSOCIATION:

Paul Golembiewski
Paul Golembiewski
President

Dated: 8-9-96

MANISTEE COUNTY SHERIFF:

Edward Haik
Edward Haik, Sheriff

Dated: 8-17-96

LETTER OF UNDERSTANDING

This Letter of Understanding between the parties will set the policy on corrections-overtime call-in.

29.01.00 Statement of Policy. This policy has been developed to cover all vacancies and absence from duty of Corrections Staff with the Manistee County Sheriff Department. 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 Department or the inmate population. Each officer shall appear for duty mentally prepared for the tasks and the responsibility of the Corrections position.

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

No officer 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.

29.03.00 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:

Officer 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 his answering machine in use and does not respond personally.

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

29.04.02 Order of opportunity:

Officer on pass on vacant shift - 1st opportunity. If refused, the opportunity list shall be by seniority.

29.04.02 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.)

POLICE OFFICERS ASSOCIATION
MICHIGAN:

Patrick J. Spidell
Patrick J. Spidell
Business Agent

Dated: 8/6/96

MANISTEE COUNTY BOARD OF
OF COMMISSIONERS:

Carl Rutsch

Dated: 8-13-96

MANISTEE COUNTY DEPUTY SHERIFFS
ASSOCIATION:

Paul Golembiewski
Paul Golembiewski
President

Dated: _____

MANISTEE COUNTY SHERIFF:

Edward Haik
Edward Haik, Sheriff

Dated: 8-19-96

LETTER OF UNDERSTANDING

This Letter of Understanding will resolve all previous discrepancies regarding increased vacation days after continuous employment of five and ten years and will be considered an addition to Article 15 of this Contract.

The parties agree that increased vacation referred to in Article 15.3 shall be awarded to each employee on January 1, of the year in which an employee's anniversary date occurs. Additional vacation days for continuous years of employment shall not be prorated and will not be awarded on the employee's anniversary date, rather, for purposes of this Agreement and ease of record keeping, the employee shall receive the additional days on January 1, of the employee's anniversary year. If employment is terminated prior to the actual anniversary date in that particular anniversary year, the increased vacation days will be deducted from the final payroll and/or sick time due to the employee at termination.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:

Patrick J. Spidell
Patrick J. Spidell
Business Agent
Dated: 10-4-96

MANISTEE COUNTY BOARD
OF COMMISSIONERS:

Carl Rutske
Carl Rutske, Chairperson
Personnel Committee
Dated: 10-23-96

MANISTEE COUNTY DEPUTY
SHERIFFS ASSOCIATION:

Paul Golembiewski
Paul Golembiewski
President
Dated: 10-8-96

MANISTEE COUNTY SHERIFF:

Edward A. Haik, Jr.
Edward A. Haik, Jr.
Sheriff
Dated: 10-20-96

LETTER OF UNDERSTANDING

This Letter of Understanding will serve as further explanation of various Contract Articles in the Manistee County and POAM Labor Agreement effective January 1, 1996 to December 31, 1998, and will be considered an addition and/or replacement to the various Articles of the Contract referred to below.

The parties agree that the following language shall be added to Article 15 "Vacations":

15.6(C) "The Marine Officer shall not be allowed to take his vacation on or two (2) days prior to and two (2) days following the below listed holidays:

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

(NOTE: Language taken from Manistee County/POAM Labor Agreement 1/1/90 - 12/31/95, Article 8.7)

The parties agree that the agreed upon sickness and accident policy described in Article 14.6 and the paid personal leave described in Article 16.1 shall take effect January 1, 1997. All employees shall continue to accrue sick leave time under the current sick leave provision through December 31, 1996. For employees hired prior to January 1, 1997, all accrued sick leave shall be treated as explained in Article 16.1(G) of this Contract. Reference to July 1, 1996 in Article 16.1(G) shall be changed to January 1, 1997.

The parties agree that the language in Article 16.1(F) should be changed to read as follows:

16.1(F) "Employees to be carried as duty involved status for the first unpaid days of a work-related injury pursuant to applicable Workers' Compensation laws. 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 Workers' Compensation laws."

The parties agree that the following language will be added to Article 16:

"Probationary employees accumulate personal leave credits, however, no paid personal leave may be taken or used until after

one (1) year. 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. On January 1, of the next full calendar year of employment, the full six (6) personal days will be awarded. 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."

"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."

"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. All personal injuries shall be reported to the Sheriff promptly."

The parties agree that the language in Article 17.1(A) should be changed to read as follows:

"Part-time. Employees who work twenty-four (24) hours or less per week are not entitled to benefits other than wages.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN:

Patrick J. Spidell
Patrick J. Spidell
Business Agent
Dated: 10-4-96

MANISTEE COUNTY BOARD
OF COMMISSIONERS:

Carl Rutske
Carl Rutske, Chairperson
Personnel Committee
Dated: 10-23-96

MANISTEE COUNTY DEPUTY
SHERIFFS ASSOCIATION:

Paul Golembiewski
Paul Golembiewski
President
Dated: 10-8-96

MANISTEE COUNTY SHERIFF:

Edward A. Haik, Jr.
Edward A. Haik, Jr.
Sheriff
Dated: 10-23-96