

AGREEMENT BETWEEN

the

OCEANA COUNTY BOARD OF COMMISSIONERS

and the

OCEANA COUNTY SHERIFF

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN

OCEANA COUNTY SHERIFF'S DEPARTMENT DIVISION

Oceana County

January 1, 1998 - December 31, 2000

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AGREEMENT

THIS AGREEMENT, entered into on the 26th day of February, 1998, between the COUNTY OF OCEANA, the OCEANA COUNTY SHERIFF, (hereinafter referred to as the "Employer"), and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, OCEANA COUNTY SHERIFF'S DEPARTMENT DIVISION, (hereinafter referred to as the "Union").

PURPOSE & INTENT

It is the purpose and intent of the parties to this Agreement that its results should promote mutual cooperation and further the safety and welfare of the citizens of Oceana County and its deputy sheriffs; to set forth the general policy of the employer on personnel and procedure; to establish uniform and equitable rates of pay and hours of work; to provide for a disposition of grievances; and, to improve the efficiency of all employee services to the end that the citizens of Oceana County may be better served.

ARTICLE I

RECOGNITION

Section 1.0. Pursuant to and in accordance with the applicable procedures of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union as the exclusive 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 employees of the Sheriff's Department included in the bargaining unit described below:

All employees of the Sheriff's Department including detectives, deputies, corrections officers, corrections sergeants, road sergeants and office managers but excluding the Sheriff, Undersheriff, any other supervisors and the Executive Secretary.

Section 1.1. Other Agreements. The employer shall not enter into any agreement with employees of this bargaining unit, individually or collectively, or with any other organization which, in any way, conflicts with the provisions hereof, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agent of this Union.

ARTICLE II

REPRESENTATION

Section 2.0. All employees who are covered by this Agreement shall be represented for all purposes of the grievance procedure and negotiations by representatives and the bargaining committee to be chosen by the Union.

Section 2.1. The bargaining committee shall be comprised of not more than three (3) duly elected members who shall be employees with at least one (1) year seniority. The bargaining unit shall be represented in the grievance procedure by the bargaining committee who shall act in the capacity of stewards.

Section 2.2. The time and date of any negotiations set shall be the mutual responsibility of the Employer and the Union. However, should a session be scheduled during on-duty hours of a bargaining committee member, he or she shall be paid his or her straight time for all on-duty hours spent in negotiating sessions. He or she shall also be credited with the number of hours spent in bargaining as time worked on his or her tour of duty.

Section 2.3. All grievances will be investigated during non-working time except when it is necessary in the opinion of the Sheriff or, in his absence, the Undersheriff to do so on working time. In that event, the representative investigating the grievance will proceed promptly and will be paid for the time spent.

ARTICLE III

UNION SECURITY AND CHECKOFF

Section 3.0. Checkoff. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit, who voluntarily becomes a member, the union's dues subject to all of the following subsections:

- A. The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject of any interpretations made thereof.
- B. All checkoff authorization forms shall be filed with the County Clerk who may return any incomplete or incorrectly completed form to the Union's treasurer and no checkoff should be made until such deficiency is corrected.
- C. It shall be a continuing condition of employment that all employees covered under this Agreement, who do not become and remain members of the Union, pay a service fee proportionate to the Union's collective bargaining costs, including the cost of collective bargaining any contract and its administration, the amount of which fee the Union shall certify to the Employer. Employees who fail to comply with this requirement within sixty (60) days shall be discharged by the Employer.
- D. The Employer shall checkoff only obligations which come due at the time of checkoff and will make the checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if a duplication of checkoff has been made by direct payment to the Union.
- E. The Employer's remittance will be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after a remittance is sent of its belief, with reasons stated therefor, that the remittance is incorrect.
- F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Union and the amount owing the Union shall reflect accordingly with the next payment from the employee and due the Union.
- G. The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees to be deducted from the wages of County

employees as in accordance with this Article. Any change in amounts to be deducted as determined by the Union will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

- H. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of dues or service fees as provided herein.

CHECKOFF AUTHORIZATION FORM

**POLICE OFFICERS ASSOCIATION OF MICHIGAN
OCEANA COUNTY SHERIFF'S DEPARTMENT DIVISION**

I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues or collective bargaining service fees as certified by the Union. The amount deducted shall be paid to the treasurer of the Union according to the agreement reached by the Employer and the Union. This authorization shall remain in effect unless terminated by me upon sixty (60) days written notice in advance or upon my termination of employment with the County of Oceana.

PRINT: Last Name First Name Middle Initial

Date Deduction to Start:

Month Year

Signature

Soc. Sec. No.

Street Address

Date Signed

City State Zip

ARTICLE IV
GRIEVANCE PROCEDURE

Section 4.0. A grievance shall be defined as a written complaint by an employee or group of employees concerning the application or interpretation of this Agreement and/or the rules and regulations of the Sheriff's Department. The employees of the Employer having an individual grievance in connection with his work may ask for a steward to assist him in adjusting the grievance in a manner provided for in the grievance procedure.

Section 4.1. Any grievance filed shall refer to the specific provisions of the Agreement or rule and regulation alleged to have been violated and shall set forth the facts pertaining to such alleged violations.

Section 4.2. Written Procedure. A grievance shall be reduced to writing and shall include the time, date, the alleged contractual violation, written rule or regulation or condition of employment that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the employee:

STEP 1: Grievances shall be presented promptly and in all cases not later than ten (10) days following the alleged occurrence of the grievance. The grievance shall first be presented to the Sheriff. The Sheriff shall acknowledge receipt of the grievance by an Order entering the time and date received; a copy of the acknowledged grievance shall be returned to the grievant. The Sheriff shall give his written answer within ten (10) days after receipt of the grievance.

STEP 2: If the answer in STEP 1 is unsatisfactory, the Union may, within five (5) days after receipt of the STEP 1 answer, appeal the grievance to the County Board of Commissioners. A meeting shall be held as promptly as practical but not later than three (3) weeks following the date of the Union's request. At least one (1) member of the Board of Commissioners shall be present. It shall be the right of either party to have present such attorneys, consultants or other persons as it shall select. The County Board shall give written disposition of the grievance to the Union no later than the end of the fifth working day following the date of the regular Board of Commissioners meeting following the date of the grievance meeting.

STEP 3: If the decision of the County Board of Commissioners is unsatisfactory to the Union, it may appeal the matter to arbitration:

Within thirty (30) days of receipt of the decision of the County Board of Commissioners, the Union shall request the Michigan Employment Relations Commission to appoint an arbitrator which shall be selected in accordance with the rules and regulations of the Michigan Employment Relations Commission.

Section 4.2.(a). The arbitrator shall have no power to amend, add to, alter, ignore, change or modify the provisions of this Agreement or the written rules and regulations of the Department or the County Board. The arbitrator's decision shall be limited to the application and/or interpretation of the above or to the specified issues presented to him. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedies he considers appropriate to the circumstances.

The arbitrator shall render his decision in writing as soon after the hearing as possible and the fees and expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator shall be final and binding upon the parties including the Union, its members and the employees involved, the County and its officials, the Board of Commissioners and the Sheriff and their designated representatives.

Section 4.3. Time Limit. The word "day" as used in this Article shall refer to work days (i.e. Monday through Friday) and shall exclude holidays. The time limits for all steps of the grievance procedure may be extended or waived by mutual written agreement of the Union and the Employer.

Section 4.4. Procedural Errors. Failure of either party to follow the steps and time limits as allowed and outlined herein shall result in the following:

- A. If the Employer does not respond in the time limits or fashion required in each STEP, the grievance shall be automatically appealed to the next STEP.
- B. In the event the Union does not appeal the grievance from one STEP to another within the time limits and fashion required, the grievance shall be considered as being settled on the basis of the employer's last answer.

Section 4.5. Individual Grievances. Notwithstanding any other provisions herein, an individual employee may present his own grievance to the Employer and have it adjusted without intervention of the Union or its representatives provided, however, that the Employer has given a Union representative or representatives notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of this Agreement. If an individual settles his own grievance, the settlement shall be binding only upon the employee concerned and shall not be precedent or be binding upon the Union or any other member of the Union.

ARTICLE V

PUBLIC SECURITY

Section 5.0. The Union, its officers, agents, members and employees covered by this Agreement agree as long as this Agreement is in effect that there shall be no strikes, sit-down stoppages of work, boycotts or other unlawful acts that interfere with the Employer's operations and they will take affirmative action to prevent and stop any that occur in disregard of the commitment.

Section 5.1. The Employer agrees that as long as this Agreement is in effect there shall be no lockout.

ARTICLE VI

EMPLOYER RIGHTS

Section 6.0. The Employer hereby retains and reserves unto itself without limitation all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States and by the action of the Oceana County Board of Commissioners except as expressly limited by the terms of this Agreement.

Section 6.1. Specifically, the Employer retains the inherent right to:

- A. Manage and operate the departments and their business;
- B. Maintain order and efficiency in its operation;

- C. Hire, lay off, assign, transfer and promote an employee;
- D. Discipline employees, including suspension from work and discharge for just cause;
- E. Exercise control of all property.
- F. Install, modify or change methods of operations and work schedules consistent with this Agreement;
- G. Make reasonable rules and regulations pertaining to employees consistent with this Agreement;
- H. Subcontract or purchase any and all work processes or services provided, however, that the effect of such subcontracting or purchasing on the bargaining unit shall be the subject of collective bargaining between the parties prior to its implementation; and
- I. Exercise all other rights and privileges belonging to the Employer which are not modified or abridged by this Agreement.

ARTICLE VII

DISCIPLINARY PROCEDURE

Section 7.0. No employee shall be summoned before a superior officer for disciplinary action without the right of having a Union representative present.

Section 7.1. Procedures. All disciplinary action shall be in writing and a copy promptly given to the employee and the Union. The discharged or disciplined employee will be allowed to discuss the disciplinary action with a steward before leaving the County property. The immediate supervisor shall discuss the discharge or disciplining with the employee and the steward upon their request.

Section 7.2. The employee shall have the right to review his personnel file at any reasonable time.

Section 7.3. Written Statements. Before any employee makes any written statements or written reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee and the Sheriff and the Union representative if requested by the employee.

Section 7.4. Past Infractions. After thirty-six (36) months of its occurrence, prior disciplinary action shall not be used in any subsequent disciplinary action.

ARTICLE VIII

SENIORITY

Section 8.0. Seniority shall be defined to mean the length of continuous service of any employee with the Employer since the day and year of the employee's last hiring and if two (2) or more employees are hired on the same day, seniority preference shall be determined by lot. Continuous service shall not include time when the employee is on layoff status.

Section 8.1. Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year from their date of hire or the date of completion of the required law enforcement training school, whichever date occurs later. Until an employee has completed his or her probationary

period, he or she may be terminated at the Employer's discretion without recourse to the grievance procedure. However, the Union shall represent probationary employees for the purpose of collective bargaining with respect to their rates of pay, hours, wages and other conditions of employment.

Section 8.2. Loss of Seniority. Seniority shall accumulate or be retained until it is terminated for one of the following reasons:

- A. If the employee quits or retires.
- 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 about the absence and failure to notify is given. The Patrol or Jail Lieutenant should be notified of an absence prior to the employee's tour of duty. The Patrol or Jail Lieutenant shall log the call and notify the Sheriff or Undersheriff of the employee's absence as soon as possible.
- D. If the employee, upon proper notification of recall from lay off, fails to report within three (3) days of his desire to return to work or fails to return to work within ten (10) 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.
- E. If an employee, for any reason other than sick leave, leave of absence granted by the employer or injury or illness compensable under the Michigan Worker's Compensation Act, is off the active payroll for a period of twelve (12) months. An employee on layoff may avoid application of this paragraph by written notification to the County Sheriff and County Clerk prior to the expiration of the twelve (12) month period that the employee desires to be recalled to work. Such notification shall contain a current address and telephone number at which the employee may be contacted. The length of the employee's right of recall shall be limited to the length of the employee's active period of service.
- F. If an employee works for another employer while on a leave of absence unless agreed to in the leave of absence.
- G. If the employee fails to report to work at the expiration of his leave of absence unless a reasonable explanation is given.

Section 8.3. The seniority and re-employment rights of any employee who has served in the Armed Forces of the United States shall be in accordance with all laws, orders or regulations now in effect or to be in effect in the future governing of the same. Any employee serving in the National Guard or Armed Forces Reserves shall be allowed a maximum of two (2) weeks of paid leave per year above and beyond their normal vacation leave to fulfill their military obligation. Employees hired after January 1, 1993 will not receive paid leave for military training. Employees affected will have to take vacation days or unpaid leave for drills or summer camp.

Section 8.4. Employees transferred from the bargaining unit to an excluded classification, upon being returned to the bargaining unit, shall retain but shall not accumulate their seniority while working in the excluded classification. They shall have no rights under this Agreement while in the excluded classification.

Section 8.5. The Employer reserves the right to hire temporary or irregular employees when the demands of the department exceed its manpower capabilities and such employees shall not be subject to

the terms of this Agreement. However, the Employer agrees that temporary employees shall not replace full time employees covered by this Agreement who are absent from work due to illness or vacation. The Sheriff will develop and maintain a work schedule that will minimize the expenditure of overtime and overtime, when authorized by the Employer, shall be offered to fulltime employees within the same classification.

Section 8.6. Polygraph examinations will be administered according to the Michigan Polygraph Protection Act of 1981 (Michigan Statutes Annotated - Section 17.65(1), et. seq.)

ARTICLE IX

LAY OFF AND RECALL

Section 9.0. The term "lay off" means a reduction in the work force.

Section 9.1. Order of Lay Off. Lay off of employees shall be by job classification seniority and the following order shall be followed provided that the employees who remain are capable of performing the work available:

- A. Temporary employees.
- B. Part-time employees.
- C. Probationary employees.
- D. Transferees still on probation in the classification to be reduced.
- E. Remaining seniority employees within the classification affected then shall be laid off in order of their seniority.
- F. Employees who are laid off may bump into another classification they have successfully held.

Section 9.2. Notice of Lay Off. Employees shall receive written notice from the Employer with a copy to the Union of any proposed lay off. Such notice shall state the reasons therefor and shall be submitted at least one (1) calendar week before the effective date thereof unless there are unforeseen circumstances which do not allow such advance notice.

Employees are to receive a 30 day prior notification before a layoff goes into effect if he/she is to be training for another classification. During the said 30 days, those individuals affected by the layoffs shall be trained for a lower paying classification if necessary. Further provided that the individuals affected by the layoffs and who have to be trained if necessary have enough departmental seniority to "bump" down into said lower classification. The standards and training necessary for qualifying for bump back purposes will be developed through joint discussions between the Employer and the Union. Any need for change in the original standards shall be developed by additional joint discussions.

Section 9.3. Recall Procedure. When the work force is increased after a lay off, employees will be recalled in inverse order of lay off within their classification.

ARTICLE X

VACANCIES, PROMOTIONS, & TRANSFERS

Section 10.0. Selection of employees for the filling of vacancies for 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 applicants to perform the job. If the ability, experience and qualifications of the applicants are relatively equal, the employee with the greatest seniority shall receive the promotion.

Section 10.1. The employer agrees to post all permanent vacancies as defined below on the bulletin board for fourteen (14) calendar days. Any employee desiring to bid on a posted job shall make application by letter to the Sheriff or in accordance with the notice posted. 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 if 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 right to make such transfers as may be necessary to fill the job.

Section 10.2. For the purpose of Section 10.1., a vacancy is defined to mean any permanent job opening which the Employer intends to fill 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, resignation, discharge, retirement or permanent transfer or any other vacancy agreed to as such by the Employer and the bargaining committee.

Section 10.3. The Employer reserves the right to make such transfers as may be necessary to fill a temporary vacancy caused by the employee's absence from the job. Temporary vacancy is defined to mean a job to which an employee is transferred for thirty (30) consecutive calendar days or less. After such thirty (30) days, the job will be posted as to a permanent job opening under Section 10.1 unless agreed to the contrary by the Employer and the Union.

Section 10.4. An employee who has obtained a new permanent job by the above procedure shall not be eligible for six (6) months to use the provisions of this Section to obtain any other job.

Section 10.5. A successful bidder for a permanent job opening shall have a six (6) month probationary period during which period the employee may request a re-transfer to his former job or the Employer may re-transfer the employee for just cause to his former job.

Section 10.6. New Job Classification. The Employer shall set the rate of pay for any new job classification and advise the Union in writing. If the Union, within ten (10) days of the written notice, disagrees with the rate, the parties will negotiate a new rate.

Section 10.7. Temporary Transfers. Whenever any employee covered by this Agreement performs the duties of any rank higher than his present rank under orders by the Sheriff or his representative, said employee shall be compensated in the amount for that particular position upon an hourly basis. Said employee shall be paid from the first hour worked at the higher rate in such position.

ARTICLE XI

HOURS AND RATES OF PAY

Section 11.0. Overtime.

- A. Employees shall be paid one and one-half (1-1/2) times their straight hourly rate for all hours worked in excess of forty (40) hours in a workweek. An employee's straight time hourly rate shall be the quotient of his annual salary and 2,080 hours. An Employee's bi-weekly pay shall be determined by dividing his annual salary by twenty-six (26).
- B. An employee may, at the discretion of the Employer receive compensatory time off work instead of receiving overtime pay. Compensatory time off work shall be equal to one and one-half (1-1/2) hours of compensatory time off for each hour worked in excess of forty (40) hours in a workweek.

An employee entitled to compensatory time off shall use the compensatory time off at a time mutually agreeable to the employer and the employee. An employee shall be allowed to accumulate forty-eight (48) hours of compensatory time.

Section 11.1. Call Back. An off-duty employee who is called back to work for reasons such as time spent in court testifying, time spent in signing complaints and other official documents shall receive pay for all hours actually spent on such activities with a minimum of four (4) hours call back pay at the straight time hourly rate.

Section 11.2. Jury Duty. An employee who is required to report for and/or perform jury duty as provided by applicable laws shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the County for the hours lost from work because of jury duty not to exceed eight (8) hours per day at his regular straight time hourly rate. This shall apply for each day in which said employee reports for and/or performs jury duty during hours which he would have otherwise been scheduled to work for the County. An employee excused from any jury duty shall immediately report to work.

In order to receive the payment referred to above, an employee must give the Sheriff prior notice that he is required to report for and/or perform jury duty and must furnish satisfactory evidence that he reported for and/or performed jury duty for the hours for which he claims payment.

Section 11.3. Overtime. An employee's regularly scheduled day off shall not be changed for the sole purpose of avoiding the payment of overtime. There shall be no pyramiding of overtime. All overtime shall be paid no later than the payday following the payroll period in which it was earned.

Section 11.4. Divers. Any employee who is a certified diver performing diver operations shall receive one and one-half (1-1/2) times his straight time hourly rate of pay for all hours worked at the dive scene.

Section 11.5. Overtime Equalization. Scheduled overtime shall be equalized among employees within a classification. When overtime is refused by employees called to work the overtime, they shall be credited with a like amount of overtime for purposes of equalization. All overtime will be offered by seniority within a classification and will be equalized among employees. If no employee within the classification accepts the overtime, then the overtime shall be offered to the most senior qualified employee with the least amount of overtime credited and so on until an employee accepts the overtime. When an employee is scheduled for overtime and is unable to work the overtime due to illness, he/she will be credited with a like amount of overtime. In some instances, an employee may have to work beyond his/her scheduled shift or may have to report to work early which may result in a diversion from the normal overtime scheduling

procedure. In some instances, an employee may be required to work overtime on a special assignment which may result in a diversion from the normal overtime scheduling procedure.

Section 11.6. Overtime Roster. An overtime roster will be kept by the Department Head and overtime will be divided as equally as possible among the available employees within the classification starting with the most senior employee. Such roster will include overtime worked as well as overtime offered and refused. An employee on vacation will not be charged with overtime refused while on vacation or on his/her days immediately preceding or following such vacation.

Section 11.7. Shift Differential Pay. The employer agrees to pay twenty-five (\$.25) per hour shift differential in addition to the employee's hourly rate of pay, to all employees working a shift which begins on or after 2:00 p.m. The shift differential shall not be included with an employee's hourly rate of pay for the purpose of computing overtime or premium pay, holiday, sick or vacation pay or the employer paid supplement to workers' compensation payments (i.e. employee works twelve hours on a shift starting after 2:00 P.M. making \$12.00 per hour pay = 12 hours x \$12.00 = \$144.00 plus 12 hours x \$0.25 = \$3.00 = \$147.00. Employee works twelve hours overtime on a shift starting after 2:00 P.M. making \$12.00 per hour = 12 hours x \$12.00 = \$144.00 x 1.5 = \$216.00 plus 12 hours x \$0.25 = \$3.00 = \$219.00.)

ARTICLE XII

INSURANCE

Section 12.0. Hospitalization/Vision. The Employer agrees to continue payment of full premium costs for the Blue Cross Blue Shield or Blue Choice POS health/vision insurance plans for the employee and his eligible dependents per the attached Appendices "D" and "E" respectively. The Ten Dollar (\$10.00) prescription drug co-pay will only apply to the first thirty (30) prescriptions each calendar year. After the first thirty (30) prescriptions, the County will reimburse the employee for the Ten Dollar (\$10.00) co-pay on a quarterly basis upon presentation of supporting proofs of purchase. All Blue Cross Blue Shield and Blue Choice POS subscribers and/or their eligible dependents who are on maintenance medications MUST order their maintenance prescription drugs through the Blue Cross Blue Shield Mail Service Program. If an employee and/or the eligible dependent fails to conform to this policy, the County will not be obligated to reimburse them for their out-of-pocket expenses. Annually, each employee will be eligible for reimbursement of 50 percent of his/her out-of-pocket deductible expenses up to a maximum of \$50 per person or \$100 per family. Each employee must submit copies of the BCBS Explanation of Benefits (EOB) Statements to the County Administrator for pre-audit no later than January 31 of each succeeding year and reimbursement for all eligible expenses shall be made no later than February 28 of each succeeding year.

Section 12.1. Dental. The Employer agrees to provide payment of premium costs for the following Delta Dental Plan of Michigan benefits (see Appendix "C" for full explanation of benefits).

If any conflict exists between the description of the provided benefits and the certificate of dental care, the provisions of the certificate of dental care shall prevail.

Section 12.2. In the event of an employee's death incurred while on duty, Blue Cross Blue Shield coverage shall be furnished to his/her spouse and dependents for a period of two (2) years after his/her death. The Blue Cross Blue Shield coverage shall cease if the spouse remarries within the two (2) year period.

Section 12.3. Employees who retire may elect to continue the county's health insurance program, subject to the terms and conditions of the carrier. The retired employee shall be eligible for contribution

from the County for payment toward the premium of such coverage in conformance with the following schedule:

| <u>Age at Retirement</u> | <u>Years of Service</u> | <u>Amount of County Contribution Per Month</u> |
|--|-------------------------|--|
| 55 - 58 | 20 | \$ 75.00 |
| 59 - 61 | 20 | \$100.00 |
| 62 to date of eligibility for Medicare/Medicaid benefits | 20 | \$125.00 |

If a retiree has comparable coverage through another employer or spouse's employer, the County of Oceana's obligation to provide coverage shall cease until the retiree's coverage through such other employment or spouse's employment is no longer available.

Eligible employees shall remit to the County of Oceana their proportionate share of the premium for such coverage on a quarterly basis beginning on the date coverage is first initiated. All premium payments to the insurance carrier shall be made by the County. Should the retiree fail to make the required premium payments in a timely fashion, the County shall have no further obligation to make its portion of the payment and shall take immediate action to terminate such coverage.

This benefit shall take effect for any employee who retires as of May 1, 1998, however, insurance coverage shall not be effective under this provision until July 1, 1998.

Employees who do not meet the 20-year service requirement but have worked for the County for at least 10 years may choose to continue as a participant in the County health insurance plan(s) provided they pay the entire premium for such coverage.

Section 12.4. Life Insurance. The Employer agrees to provide a Twenty Thousand Dollar (\$20,000) life insurance policy to each employee only covered by this Agreement fully paid by the County with accidental death benefits of Twenty Thousand Dollars (\$20,000). This policy will be cancelled upon termination of employment with the County.

Section 12.5. Liability Insurance. The Employer will continue to pay for false arrest and liability insurance for each employee under this Agreement.

Section 12.6. Workers' Compensation. If an employee is injured while on duty, the Employer agrees to supplement the workers' compensation benefits to the employee and make up the difference between his regular pay for the first twenty-six (26) weeks of disability and, if the employee is compensated for a gunshot wound, for the first fifty-two (52) weeks of disability. If the employee is off work as the result of a felonious assault, the duration of the Employer's supplement of workers' compensation benefits may, at the sole discretion of the Employer, be increased beyond the terms provided for in this section up to a maximum of fifty-two (52) weeks. After termination of Employer-paid supplemental payments, the Employee may use sick leave or other benefits he has accrued.

Section 12.7. Continuation and Termination of Insurance Benefits. Insurance coverage for any employee who is off work because of any injury compensable under workers' compensation shall continue for an indefinite period of time.

insurance coverage shall terminated the first day of the month following the month in which an employee's seniority is terminated, the employee is laid off or the employee is on an unpaid leave of absence.

Section 12.8. Change in Insurance. The Employer reserves the right at any time to change the insurance carrier provided such change does not reduce the insurance benefits.

ARTICLE XIII

HOLIDAYS

Section 13.0. Employees who work on the following holidays shall receive two and one-half (2-1/2) times their straight hourly rate for all hours actually worked. The holidays are as follows:

- A. New Year's Day
- B. Christmas day
- C. Memorial Day (last Monday in May)
- D. Fourth of July
- E. Labor Day (1st Monday in September)
- F. Thanksgiving Day
- G. Friday After Thanksgiving Day
- H. President's Day (3rd Monday in February)
- I. Martin Luther King Day (3rd Monday in January)
- J. Veteran's Day (November 11)
- K. Christmas Eve
- L. New Year's Eve

Section 13.1. A paid holiday shall be defined as a 24 hour period with the beginning of the day shift on the day the holiday is celebrated.

Section 13.2. Employees who are not scheduled to work on a holiday defined in Section 13.0 shall receive four (4) hours pay at their regular hourly rate for the holiday. Hours paid under this section shall not count as hours worked for purposes of computing overtime pay. Employees who are regularly scheduled to work Monday through Friday shall only be entitled to the four (4) hours pay when the holiday is celebrated on a Saturday or Sunday.

Section 13.3. Employees who are scheduled to work an eight (8) hour work day on a holiday defined in Section 13.0. shall receive two and one-half (2-1/2) times their straight hourly rate for all hours actually worked. Employees who are scheduled to work a twelve (12) hour work day on a holiday defined in Section 13.0. shall receive two and one-half (2-1/2) times their straight hourly rate for all hours actually worked.

Section 13.4. Employees scheduled on a seven (7) day operation shall be paid for the specific holidays enumerated in Section 13.0. For employees who are normally scheduled to work Monday - Friday, when a holiday falls on a Saturday, the preceding Friday is observed as the holiday. When the holiday falls on a Sunday, the following Monday is observed as the holiday.

ARTICLE XIV

VACATIONS

Section 14.0. Vacation Eligibility. All permanent fulltime employees shall be eligible for vacation leave upon accrual of the following: One (1) week's vacation shall equal forty (40) hours for an employee regularly scheduled to work an eight (8) hour shift and forty-eight (48) hours for an employee regularly scheduled to work a twelve (12) hour shift.

- A. One (1) week paid vacation shall be allowed an employee after completing one (1) year of service.
- B. Two (2) weeks paid vacation shall be allowed an employee every year after completing two (2) years of service.
- C. Three (3) weeks paid vacation shall be allowed an employee every year after completing five (5) years of service.
- D. Four (4) weeks paid vacation shall be allowed an employee every year after completing ten (10) years of service.

Vacation leave for employees working at least half-time shall be computed in proportion to the number of hours worked using the same scale as for fulltime employees.

Section 14.1. Vacation Credits. Vacation leave shall not be credited until an individual has been employed for one (1) year. At that time, the employee shall receive credit for vacation leave computed from the date of employment.

Requests for vacation time shall be made in writing to the Sheriff at least thirty (30) days in advance but the Sheriff must render a written answer within ten (10) days. At the discretion of the Sheriff, the thirty (30) day notice may be reduced or waived. Every effort will be made to grant the requested time providing it will not work a hardship on the department or fellow employees. The final decision will rest with the Sheriff.

Section 14.2. Vacation Leave Charges. Vacation leave shall be charged as used in amounts of not less than one-half (1/2) day. One-half (1/2) day use of vacation time shall be permitted.

Section 14.3. Sick leave shall not be substituted for vacation leave but vacation leave may be used as sick leave if sick leave is exhausted.

Section 14.4. Vacation Carry Over. After an employee has completed five (5) years of service with the County, one (1) week of his or her accrued vacation leave may be carried over one (1) year beyond the anniversary date in which he or she is entitled to if approved in advance by the Sheriff. Thus, after five (5) years of service, an employee is entitled to three (3) weeks annual vacation leave but may take two (2) of those weeks within the anniversary year and carry over one (1) week forward to the subsequent anniversary year thereby entitling the employee to four (4) weeks accrued annual vacation leave for that subsequent year.

Section 14.5. Vacation leave must be taken in the year in which it is due other than for the exception of the above paragraph. In such cases, if it is impossible to grant the vacation during the anniversary year, arrangements will be made by the Sheriff to have such vacation time accrued and carried over to the subsequent year.

Section 14.6. All accrued but unused vacation leave due an employee at the time of his or her termination (resignation, discharge, retirement, death or lay off) will be paid at the time of payment of salary for the last pay period. In the case of death of an employee, all accrued but unused vacation leave due the employee will be paid to the designated beneficiary in addition to other compensation that is due.

Section 14.7. Holidays Occurring During Vacation Period. When a holiday occurs during an employee's assigned vacation and the employee is regularly entitled to the holiday, it will not be counted as part of the vacation time.

ARTICLE XV

SICK LEAVE

Section 15.0. Sick leave with pay shall be granted as prescribed herein. Reasons for granting:

- A. Physical incapacity not incurred in the line of duty.
- B. Personal illness or injury.
- C. Enforced quarantine of the employee in accordance with the community health regulations or illness or injury in his or her immediate family which necessitates his or her absence from work. "Immediate family" includes spouse, child, step-child, parent, legal guardian, sister, brother, step-sister, step-brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, spouse's grandparent, grandchild, half-brother, half-sister, aunt, uncle or any person for whose financial or physical care the employee is principally responsible.
- D. Should an employee be unable to report to work due to severe weather conditions.

Sick leave may not be used except for the above stated purposes. Sick leave of over three (3) days must be certified by a doctor's certificate if requested by the Sheriff or Board of Commissioners.

Section 15.1. Eligibility for Sick Leave.

- A. Sick leave shall accrue at the rate of one (1) day per month up to but not to exceed one hundred-twenty (120) days.
- B. 50% payment of accrued but unused sick leave shall be made upon separation from the County upon termination of seniority. Said payment is to be made at the employee's rate of pay at the time of termination of seniority. An employee who is laid off may elect to receive payment for 50% of his accrued, but unused sick leave. Laid off employees who elect payment shall have no accrued sick leave days upon recall from layoff.
- C. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
- D. Permanent part-time employees working half-time or more shall have accrued sick leave computed in proportion to the number of days employed during each month by using the same ratio as for fulltime employees.
- E. Upon notice to the County Clerk's Office that an employee has used up his or her accrued sick leave days, any remaining sick leave days will then be computed and wages will be deducted accordingly.

ARTICLE XVI

UNION BUSINESS LEAVE

Section 16.0. Employees who have been elected to attend state and national Union conventions shall be allowed time off without pay to attend such conventions in accordance with the requirements of the Union constitution and convention rules provided, however, that such time off shall not exceed seven (7) days in

any one (1) calendar year and that at any one particular time such employees do not number more than one (1).

Employees who are elected to represent their local Union at special state or national conferences shall be allowed time off without pay to attend such conferences not to exceed five (5) days in any calendar year upon written request by the Union and with prior approval of the Sheriff or his designee further provided that such employees do not number more than one (1) at any given time.

ARTICLE XVII

RETIREMENT

Section 17.0. The parties of this Agreement will continue to participate in the Michigan Municipal Employees' Retirement System (MMERS) Plan B-3 Program with the "Section 47F Waiver" for unreduced benefits for early retirement after fifteen (15) years of service.

ARTICLE XVIII

MILEAGE ALLOWANCE

Section 18.0. Effective upon execution of this Agreement, employees shall not be required to use their private vehicles in the performance of their duties. When used, they shall be compensated at the mileage rate adopted from time to time by the Oceana County Board of Commissioners.

ARTICLE XIX

UNIFORMS AND EQUIPMENT

Section 19.0. Each sergeant and deputy will be furnished with the following items of equipment which will remain the property of the County:

- A. .38 caliber revolver and ammunition
- B. Complete Set of leather including dress shoes to be replaced when worn out or damaged but not to exceed one (1) pair per year. If the employee does not receive a pair of shoes, he will be allowed to receive a pair of fleece-lined winter boots. Old or worn out shoes and boots are to be turned over the Sheriff for replacement.
- C. Night Stick
- D. Handcuffs
- E. Flashlight
- F. Container of Mace
- G. Riot Helmet
- H. Gas Mask

Section 19.1. All newly hired sergeants and deputies after the execution of this Agreement will be furnished with the following items of clothing:

- A. Three (3) winter shirts
- B. Three (3) summer shirts
- C. Three (3) pairs of winter trousers
- D. Three (3) pairs of summer trousers

- E. One (1) long winter jacket
- F. One (1) lightweight jacket
- G. Two (2) neckties
- H. One (1) summer cap with rain cover
- I. One (1) winter cap
- J. One (1) hat badge
- K. One (1) shirt badge
- L. One (1) coat badge
- M. One (1) name bar
- N. One (1) O.C.S.D. and deputy collar pins
- O. One (1) whistle and chain
- P. One (1) pair winter gloves

Equipment or uniforms destroyed or rendered useless in the line of duty shall be replaced upon receipt of the damaged equipment or uniform. Worn uniforms shall be turned over to the Sheriff for replacement.

Section 19.2. Corrections Officers shall be furnished with the following items:

- A. Three (3) winter shirts
- B. Three (3) summer shirts
- C. Three (3) pairs of winter trousers
- D. Three (3) pairs of summer trousers
- E. One (1) long winter jacket
- F. Two (2) neckties
- G. One (1) summer cap with rain cover
- H. One (1) winter cap
- I. One (1) hat badge
- J. One (1) shirt badge
- K. One (1) lightweight jacket
- L. One (1) coat badge
- M. One (1) name bar
- N. One (1) set of corrections officers collar pins
- O. One (1) whistle and chain
- P. One (1) pair of winter gloves
- Q. One (1) pair of dress shoes to be replaced when worn out or damaged but not to exceed one (1) pair per year. Old or worn out shoes are to be turned over to the Sheriff for replacement.
- R. One (1) pair of handcuffs

Section 19.3. Detectives and Office Managers shall receive an annual clothing allowance of Four Hundred Fifty Dollars (\$450.00) payable in one (1) installment. Detectives shall also be provided with dress shoes to be replaced when worn out or damaged but not to exceed one (1) pair per year payable in January. If the Detective does not receive a pair of shoes, he will be allowed to receive a pair of fleece-lined winter boots. Old or worn out shoes and boots are to be turned over to the Sheriff for replacement.

Section 19.4. Reimbursed Expenses. The Employer agrees to replace any and all parts of uniforms and eyeglasses lost or destroyed and up to \$50 for watches lost or destroyed while the employee is in the performance of his/her duties.

Section 19.5. Dry Cleaning. The Employer shall provide for the dry-cleaning of employees' Class A uniforms only.

ARTICLE XX

MATERNITY LEAVE

Section 20.0. Pregnancies shall be treated the same as any other temporary disability or illness and the pregnant employee shall be entitled to the same benefits as any other employee who is on a personal and/or emergency leave or extended sick leave. The employee may return to work when a physician's statement is presented stating that she can resume normal duties.

All employees shall be entitled to unpaid leave time in conformance with the Family Medical Leave Act. All notices and leave applications shall be in conformance with the County's Family Medical Leave Policy.

ARTICLE XXI

BONDS

Section 21.0. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premiums shall be paid by the Employer.

ARTICLE XXII

SPECIAL CONFERENCES

Section 22.0. The parties hereto agree that special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Each party agrees that if the party requests a special conference, the other party shall be obliged within ten (10) days from receipt of the request of the special conference to hold such meeting.

ARTICLE XXIII

TRAINING AND EDUCATION

Section 23.0. Subject to advance written approval by both the Sheriff and Board of Commissioners, an employee who attends any institute, conference, seminar or other educational program for law enforcement officers shall be reimbursed for reasonable expenses for travel, meals and lodging.

Section 23.1. The Employer shall post notices on the bulletin board of training sessions and seminars to which the Sheriff is considering sending an employee. Employees who are interested in participating shall submit written notice of their interest to the Sheriff. The Sheriff retains the discretion of selecting the employee, if any, who shall attend a posted training session or seminar. There shall be no obligation to send an employee or employees to a posted training session or seminar.

ARTICLE XXIV

MISCELLANEOUS

Section 24.0. 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 covered by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this

Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 24.1. Bulletin Boards. The Employer shall provide space for the posting of Union notices provided, however, the Employer shall have the right to police the bulletin boards for offensive or political materials.

Section 24.2. The parties to this Agreement recognize their obligations involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, color, creed, sex, national origin, handicaps, marital status or lodge or non-lodge affiliation.

Section 24.3. Reference to the male gender shall apply equally to female gender and vice-versa.

Section 24.4. A Letter of Agreement, to be attached to the contract, will be drawn up that will state that the Sheriff will endeavor to continue to have two (2) road patrol members of the bargaining unit on duty between dusk and dawn.

ARTICLE XXV

BEREAVEMENT LEAVE

Section 25.0. If a death occurs among members of an employee's immediate family, the employee will be excused for a maximum of three (3) working days with pay immediately following such death. "Immediate family" is defined as: spouse, child, step-child, parent, legal guardian, sister, brother, step-sister, step-brother, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, spouse's grandparent, grandchild, half-brother, half-sister, aunt or uncle.

Section 25.1. If additional time is needed, arrangement may be made with the Sheriff or his representative.

ARTICLE XXVI

SUCCESSOR CLAUSE

This Agreement shall be binding on any successor or assigns of the County Board of Commissioners or County Sheriff and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any consolidation, reorganization or assignment of the County Board of Commissioners and/or the County Sheriff nor any change in the legal status or management thereof.

ARTICLE XXVII

PERSONAL LEAVE DAYS

Section 27.0. All permanent fulltime employees will be eligible for three (3) paid personal leave days per year.

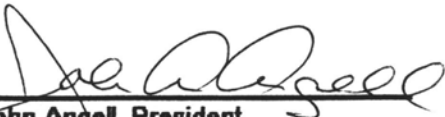
ARTICLE XXVIII

DURATION

Section 28.0. This Agreement shall remain in full force and effect from JANUARY 1, 1998 TO DECEMBER 31, 2000 and for additional periods of one 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 no less than sixty (60) days prior to the expiration date thereof.

FOR THE UNION

FOR THE COUNTY OF OCEANA



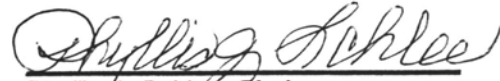
John Angell, President
Police Officers Association of Michigan
Sheriff's Department Division



Raphael L. Malburg, Chairman
Oceana County
Board of Commissioners



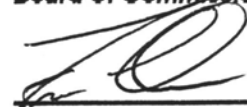
Vincent Goldberg, Member
Police Officers Association of Michigan
Sheriff's Department Division



Phyllis J. Schlee, Clerk
Oceana County
Board of Commissioners



Debra Barefoot, Member
Police Officers Association of Michigan
Sheriff's Department Division



Fred Korb, Sheriff
County of Oceana



James DeVries, Business Agent
Police Officers Association of Michigan

DATE: 02/26/98

DATE: 02/26/98

APPENDIX "A"


SALARY SCHEDULE


Listed below is the 1998 Salary Schedule for the classifications covered by this Agreement to become effective January 1, 1998 - December 31, 1998. The Salary Schedules for January 1, 1999 - December 31, 1999 and January 1, 2000 - December 31, 2000 will be subject to future bargaining between the parties.

| | Starting Salary | Service After One Year | Service After Two Years |
|------------------------------|--------------------|------------------------------|-------------------------------|
| OFFICE MANAGER 1998 | | FLAT RATE | \$23,528 |
| DEPUTY SHERIFF 1998 | \$28,540 | \$30,738 | \$31,989 |
| DETECTIVE 1998 | | Flat Rate | \$33,102 |
| SERGEANT 1998 | | Flat Rate | \$34,345 |
| CORRECTIONS SERGEANT 1998 | | Flat Rate | \$28,073 |
| CORRECTIONS OFFICER 1998 | \$22,571 | \$24,691 | \$26,141 |

FOR THE UNION


John Angell, President
Police Officers Association of Michigan
Sheriff's Department Division


Vincent Goldberg, Member
Police Officers Association of Michigan
Sheriff's Department Division

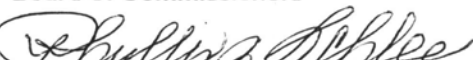

Debra Barefoot, Member
Police Officers Association of Michigan
Sheriff's Department Division



James DeVries, Business Agent
Police Officers Association of Michigan

DATE: 02/26/98

FOR THE COUNTY OF OCEANA


Raphael Malburg, Chairman
Oceana County
Board of Commissioners


Phyllis J. Schlee, Clerk
Oceana County
Board of Commissioners


Fred Korb, Sheriff
County of Oceana

DATE: 02/26/98

APPENDIX "B"

LONGEVITY PAY TABLE


Listed below are the longevity pay rates to be paid to each member of the bargaining unit:

| COMPLETED YEARS OF SERVICE | LONGEVITY PAYMENT |
|----------------------------|-------------------|
| 5 Years | \$200.00 |
| 10 Years | \$300.00 |
| 15 Years | \$500.00 |


The longevity payment shall be made to each eligible employee on the payroll date following the end of the payroll period in which their anniversary date of employment falls and each succeeding year thereafter. All longevity pay shall be paid by a separate check which shall be subject to the usual payroll deductions.

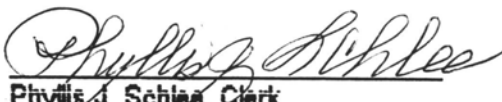
FOR THE UNION

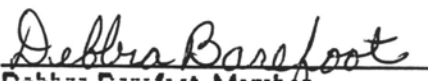
FOR THE COUNTY OF OCEANA

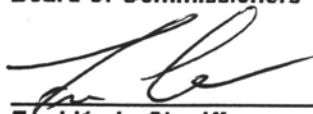

John Angell, President
Police Officers Association of Michigan
Sheriff's Department Division

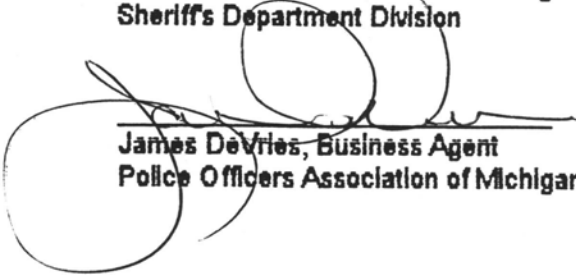

Raphael Malburg, Chairman
Oceana County
Board of Commissioners


Vincent Goldberg, Member
Police Officers Association of Michigan
Sheriff's Department Division


Phyllis J. Schlee, Clerk
Oceana County
Board of Commissioners


Debra Barefoot, Member
Police Officers Association of Michigan
Sheriff's Department Division


Fred Korb, Sheriff
County of Oceana


James DeVries, Business Agent
Police Officers Association of Michigan

DATE: 02/26/98

DATE: 02/26/98

APPENDIX "C"

SUMMARY OF DENTAL PLAN BENEFITS

OCEANA COUNTY - Group #2477-0001

1. PLAN EFFECTIVE DATE - April 1, 1989
2. WAITING PERIOD - Employees hired after April 1, 1989 who are eligible for dental benefits are automatically covered in accordance with the same schedule used for BCBS and BCN coverage as follows:

Employees Hired Between and Including Effective Date of Coverage

| | |
|---------------------|-------|
| 01/26 through 02/25 | 04/01 |
| 02/26 through 03/25 | 05/01 |
| 03/26 through 04/25 | 06/01 |
| 04/26 through 05/25 | 07/01 |
| 05/26 through 06/25 | 08/01 |
| 06/26 through 07/25 | 09/01 |
| 07/26 through 08/25 | 10/01 |
| 08/26 through 09/25 | 11/01 |
| 09/26 through 10/25 | 12/01 |
| 10/26 through 11/25 | 01/01 |
| 11/26 through 12/25 | 02/01 |
| 12/26 through 01/25 | 03/01 |

3. ELIGIBLE PERSONS - All fulltime employees and commissioners of the contractor (your employer). Also eligible are your legal spouse and your dependent children to the end of the calendar year in which they attain the age of 19 or your dependent unmarried children to the end of the calendar year in which they attain the age of 25 if eligible as defined in the Definitions section of the Dental Care Certificate (page 4, item 11).

4. SELECTED BENEFITS -

Class I Benefits - Basic Dental Services*

- a. Diagnostic Services - 100% - Services usually employed by dentists in evaluating existing conditions and the dental care required. Such services may include: examinations; consultations; diagnosis; diagnostic aids; radiographs (x-rays); and emergency palliative (relief of pain in emergency situations).
- b. Preventive Services - 100% - Dental procedures or techniques usually employed by dentists to prevent the occurrence of dental abnormalities or diseases. Such services may include: prophylaxis and topical application of fluoride solution.
- c. Restorative Services - 75% - Services usually employed by dentists to rebuild, repair or reform the tissues of the teeth. Minor services usually include amalgam (silver fillings), synthetic porcelain, plastic restorations and relines and repairs to prosthetic appliances. Major restorations shall include crowns, jackets and gold-related services when the teeth cannot be restored with another filling material. All major and minor restorations are not limited to those listed above.
- d. Oral Surgery Services - 75% - Extractions and other oral surgery procedures usually employed by a dentist.

- e. Endodontic Services - 75% - Procedures usually employed by a dentist for the treatment of teeth with diseased or damaged nerves (i.e., root canals).
- f. Periodontic Services - 75% - Procedures usually employed by dentists for the treatment of diseases of the gums and supporting structures of the teeth.

Class II Benefits - 50% - Prosthodontic Dental Services - bridges and partial and complete dentures. Appliances that replace missing natural teeth.

Class III Benefits - 50% - Orthodontic Dental Services (to age 19) - treatment and procedures required for the correction of malposed teeth.

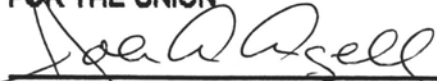
* The routine use of radiographs is no longer supported by experts in the field of radiology, therefore, Delta Dental has made a change in the standard policy regarding x-rays. Bitewing x-rays will now be allowed once in a period of twelve consecutive months and full mouth x-rays will be allowed once in a five-year period. This change affects the Limitations section on page 7 of your Dental Care Certificate.

- 5. MAXIMUM CONTRACT BENEFIT - \$1,000 per person total per contract year on Class I and Class II Benefits. Delta's payment for Class III Benefits shall not exceed a lifetime maximum of \$1,000 per eligible person.
- 6. DEDUCTIBLE - None
- 7. ENROLLMENT - Where two subscribers are enrolled under the same group and are legally married to each other, they shall be enrolled under two application cards and shall receive benefits under the separate Delta contracts (page 9, item VII).

For eligible dependent children, the contract of the subscriber whose birthday anniversary (month/day) occurs earlier in the calendar year shall be primary.

- 8. TERMINATION - Benefits will cease on the last day of the month in which the employee is terminated.

FOR THE UNION



John Angell, President
Police Officers Association of Michigan
Sheriff's Department Division

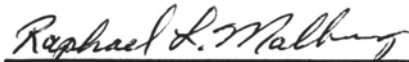


Vincent Goldberg, Member
Police Officers Association of Michigan
Sheriff's Department Division

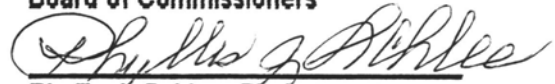


Debra Barefoot, Member
Police Officers Association of Michigan
Sheriff's Department Division

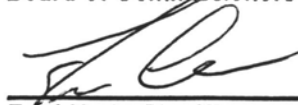
FOR THE COUNTY OF OCEANA



Raphael Malburg, Chairman
Oceana County
Board of Commissioners



Phyllis J. Schlee, Clerk
Oceana County
Board of Commissioners



Fred Korb, Sheriff
County of Oceana



James DeVries, Business Agent
Police Officers Association of Michigan

DATE: 02/26/98

DATE: 02/26/98



MONTHLY SUBSCRIPTION RATE SHEET

GROUP-SUFFIX CLUSTER DIST. NO
 03136-000 4MAG 05

04/08/97

EDP

598

MAC/COUNTY OF OCEANA
 MARY STIER
 PU BOX 13127
 LANSING MI 48901

APPENDIX "D"

PAGE 2 OF 4 PAGES

01/97

| I/C | PERSONS COVERED | SERVICES CODE | | | | TOTAL AMOUNT | RATES BEGINNING | |
|--------------|-----------------|------------------|-------------|--------|--------|--------------|-----------------|-----------------|
| | | BLUE CROSS | BLUE SHIELD | COMMON | HC F S | | SUB TOTAL | HEARING CARE |
| F50A PGA4 | S 4398 | BONE MRRW TRANS | | | | 46641R | D 3948 | MOPD |
| | S 4832 | ROUTINE PAPSWEAR | | | | 5220 | M 7057 | RAPS2 |
| | S 6217 | PTS-PSG | | | | 6600 | S 0662 | CLC-REGULAR |
| | S 7469 | RAPS | | | | 7562 | S 3687 | CERT NURSE PRAC |
| | V 477004 | AUTO 80 VISION | | | | 477004 | S 408106 | RIDER SAT II |
| | V 4003 | FC DC | | | | 3607 | S 4791 | HEARING CARE |
| | D 3509 | PD-CR \$10.00 | | | | 5227 | S 5423 | END STAGE RENAL |
| | M MPPD01 | CATASTROPHIC | | | | 021808 | S 7103 | XTMJ |
| | M 7106 | MMC XTMJ | | | | 18921R | S 9770 | GRP CONTINU OPT |
| | S 1879 | PSG1 CERTIFICAT | | | | 3693 | | |
| PGA3 | S 3691 | RDC | | | | 46641R | S 9770 | GRP CONTINU OPT |
| | S 4398 | BONE MRRW TRANS | | | | 5220 | S 9770 | GRP CONTINU OPT |
| | S 4832 | ROUTINE PAPSWEAR | | | | 6600 | S 9770 | GRP CONTINU OPT |
| | S 6217 | PTS-PSG | | | | 7562 | S 9770 | GRP CONTINU OPT |
| | S 7469 | RAPS | | | | 360765 | D 394865 | MOPD-65 |
| | D 350965 | PD-CR \$10.00-65 | | | | 5227 | M 7057 | RAPS2 |
| | M MPPD11 | CATASTROPHIC | | | | 021865 | S 3687 | CLC-65 ONLY |
| | M 7106 | MMC XTMJ | | | | 1991 | S 479165 | CERT NURSE PRAC |
| | S 189215 | PSG1 ML 65 ONLY | | | | 3693 | S 408165 | RDR SAT II XF |
| | S 3691 | RDC | | | | 466415 | S 479165 | HEARING CARE |
| F52A PGA6 | S 4398 | BONE MRRW TRANS | | | | 5220 | S 5423 | END STAGE RENAL |
| | S 4832 | ROUTINE PAPSWEAR | | | | 6600 | S 7103 | XTMJ |
| | S 6217 | PTS-PSG-XF | | | | 756265 | S 9770 | GRP CONTINU OPT |
| | S 7469 | RAPS | | | | 360765 | D 394865 | MOPD-65 |
| | V 477065 | AUTO 80 VISION | | | | 5227 | M 7057 | RAPS2 |
| | V 477065 | AUTO 80 VISION | | | | 5227 | S 066265 | CLC-65 ONLY |
| | D 350965 | PD-CR \$10.00-65 | | | | 021865 | S 3687 | CERT NURSE PRAC |
| | M MPPD11 | CATASTROPHIC | | | | 1991 | S 479165 | RDR SAT II XF |
| | M 7106 | MMC XTMJ | | | | 1991 | S 408165 | HEARING CARE |
| | S 189215 | PSG1 ML 65 ONLY | | | | 1991 | S 3687 | CERT NURSE PRAC |

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MONTHLY SUBSCRIPTION RATE SHEET

| | | |
|--------------|---------|----------|
| GROUP-SUFFIX | CLUSTER | DIST. NO |
| 03136-000 | 4MAG | 05 |

04/08/97 EDP 596

MAC/COUNTY OF OCEANA
 MARY STIER
 PO BOX 13127
 LANSING MI 48901

APPENDIX "D"
 PAGE 3 OF 4 PAGES

01/97

| I/C | PERSONS COVERED | SERVICES CODE | | | | TOTAL AMOUNT | SUB TOTAL | RATES BEGINNING |
|--------------|-----------------|------------------|-------------|---------|--------|--------------|-----------|------------------|
| | | BLUE CROSS | BLUE SHIELD | COMMON* | HC F S | | | |
| PGA2 | S 3691 | RDC | | | S | 3693 | 408165 | RDR SAT II XF |
| | S 4398 | BONE MRRW TRANS | | | S | 479165 | 479165 | HEARING CARE |
| | S 483265 | ROUTINE PAPSWEAR | | | S | 5423 | 5423 | END STAGE RENAL |
| | S 621765 | PTS-PSG-XF | | | S | 7103 | 7103 | XTMJ |
| | S 7469 | RAPS | | | S | 9770 | 9770 | GRP CONTINU OPT |
| | D 3509 | PD-CR \$10.00 | | | D | 3607 | 3607 | PREFERRED RX |
| | D 360765 | PREFERRED RX 65 | | | D | 394865 | 394865 | MOPD-65 |
| | M MPPD11 | CATASTROPHIC | | | M | 7057 | 7057 | RAPS2 |
| | M 7106 | MMC XTMJ | | | M | 021865 | 021865 | PSG RDR-FAE-RC |
| | S 0662 | CLC-REGULAR | | | S | 1879 | 1879 | PSG1 CERTIFICAT |
| | S 18921R | PSGI ML REG. | | | S | 1991 | 1991 | PSGI EX.FILL |
| | S 3687 | CERT NURSE PRAC | | | S | 3693 | 3693 | TECH SURG ASST |
| | S 408106 | RIDER SAT II | | | S | 4398 | 4398 | BONE MRRW TRANS |
| | S 46641R | V-ST REGULAR | | | S | 4791 | 4791 | HEARING CARE |
| | S 479165 | HEARING CARE | | | S | 483265 | 483265 | ROUTINE PAPSWEAR |
| F51A PGAS | S 3691 | RDC | | | S | 3693 | 408165 | RDR SAT II XF |
| | S 4398 | BONE MRRW TRANS | | | S | 479165 | 479165 | HEARING CARE |
| | S 483265 | ROUTINE PAPSWEAR | | | S | 5423 | 5423 | END STAGE RENAL |
| | S 621765 | PTS-PSG-XF | | | S | 7103 | 7103 | XTMJ |
| | S 7469 | RAPS | | | S | 9770 | 9770 | GRP CONTINU OPT |
| | D 3509 | PD-CR \$10.00 | | | D | 3607 | 3607 | PREFERRED RX |
| | D 360765 | PREFERRED RX 65 | | | D | 394865 | 394865 | MOPD-65 |
| | M MPPD11 | CATASTROPHIC | | | M | 7057 | 7057 | RAPS2 |
| | M 7106 | MMC XTMJ | | | M | 021865 | 021865 | PSG RDR-FAE-RC |
| | S 0662 | CLC-REGULAR | | | S | 1879 | 1879 | PSG1 CERTIFICAT |
| | S 18921R | PSGI ML REG. | | | S | 1991 | 1991 | PSGI EX.FILL |
| | S 3687 | CERT NURSE PRAC | | | S | 3693 | 3693 | TECH SURG ASST |
| | S 408106 | RIDER SAT II | | | S | 4398 | 4398 | BONE MRRW TRANS |
| | S 46641R | V-ST REGULAR | | | S | 4791 | 4791 | HEARING CARE |
| | S 479165 | HEARING CARE | | | S | 483265 | 483265 | ROUTINE PAPSWEAR |

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**Blue Cross
Blue Shield**
of Michigan

MONTHLY SUBSCRIPTION RATE SHEET

| | | |
|----------------------------|-----------------|----------------|
| GROUP-SUB FIX 03136-000 | CLUSTER 4MAG | DIST. NO 05 |
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04/08/97

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MAC/COUNTY OF OCEANA
MARY STIER
PO BOX 13127
LANSING MI 48901

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APPENDIX "D"

PAGE 4 OF 4 PAGES

01/97

| I/C | PERSONS COVERED | SERVICES CODE | | | | TOTAL AMOUNT | RATES BEGINNING | | |
|-----|-----------------|-----------------|-------------|---------|------|--------------|-----------------|----------|--|
| | | BLUE CROSS | BLUE SHIELD | COMMON* | | | SUB TOTAL | PTS-PSSG | |
| | S 5220 | SUBR02 | | S | 5423 | S 6217 | PTS-PSSG | | |
| | S 621765 | PTS-PSSG-XF | | S | 6600 | S 7103 | XTMJ | | |
| | S 7469 | RAPS | | S | 7562 | S 756265 | MAMMOGRAMS | | |
| | S 9770 | GRP CONTINU OPT | | | | | | | |

*MC-HEIDER CLASS

F-FAMILY CONTINUATION OR - DC-DCCR RIDER

S-SPONSORED DEPENDENT

0011255 DEC95

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Oceana County Sheriff Department

FRED S. KORB SHERIFF
KENNETH M. PRINCE UNDER SHERIFF



PHONE (616) 873-2121
1-800-442-0043

P.O. BOX 32
HART, MI 49420

APPENDIX "F"

December 30, 1996

Police Officers Association of Michigan
Bargaining Unit
Oceana County Sheriff's Department
Hart, MI 49420

LETTER OF AGREEMENT

The Oceana County Sheriff will endeavor to continue to have two (2) road patrol members of the bargaining unit on duty between dusk and dawn.

Fred S. Korb
Sheriff

cc: Louis Herremans, President
Oceana County Board of Commissioners
Mr. Paul Inglis, County Administrator

LETTER OF AGREEMENT
BETWEEN
OCEANA COUNTY BOARD OF COMMISSIONERS
AND THE
OCEANA COUNTY SHERIFF

AND THE

POLICE OFFICERS ASSOCIATION OF MICHIGAN
OCEANA COUNTY SHERIFF'S DEPARTMENT DIVISION

Pursuant to discussions between the parties regarding an alternate method of staffing within the Oceana County Sheriff's Department, in particular, as it relates to a twelve (12) hour shift, upon implementation of said twelve (12) hour shift it is agreed that the following shall be in effect and shall supersede the specifically mentioned provisions of the labor agreement:

1. Corrections Officers, Deputy Sheriffs and Office Managers shall be scheduled for four (4) consecutive work days of twelve (12) hours and shall be scheduled for four (4) consecutive pass days.
2. Overtime, as defined in Section 11.0 of the current labor agreement, shall be paid at the rate of one and one-half (1-1/2) times the regular rate of an employee working a twelve (12) hour shift, but only for that time in excess of twelve (12) hours in a work day or at the rate of one and one-half (1-1/2) times the regular rate of an employee working a 48 hour work period, but only for that time in excess of 48 hours in the work period.
3. Overtime Equalization, as defined in Section 11.5 of the current labor agreement, shall be modified to the extent that an employee will not be eligible for overtime if it requires said employee to work consecutive full shifts.
4. In recognition of the extra hours an employee will work while assigned to a twelve (12) hour shift, said employee shall be allowed four (4) extra pass days above and beyond those normally scheduled. Said extra pass days shall be scheduled for the convenience of the employee and subject to the applicable provisions of Article XIV, Vacations of the current labor agreement.
5. For the purpose of scheduling vacations pursuant to Article XIV of the current labor agreement, a week as outlined in said Article shall be four (4) consecutive work days.
6. The provisions of this Letter of Agreement shall remain in effect for no more than one (1) year at which time the parties shall review and discuss an extension or termination.
7. If, for the duration of this Letter of Agreement, any of the parties wish to discuss any modification of the provisions outlined, they may do so by notifying the other parties in writing. A meeting shall then be held at a mutually convenient time.
8. This Letter of Agreement shall take effect January 1, 1998 and shall be made an Addendum to the Labor Agreement.

FOR THE COUNTY BOARD

Raphael L. Malburg
Raphael Malburg, Chairperson

Phyllis J. Schlee
Phyllis J. Schlee, Clerk

FOR THE SHERIFF:

Fred S. Korb
Fred S. Korb, Sheriff

12-5-97
Date

FOR THE POAM

John Angell
John Angell, Chief Steward
Bargaining Committee

Debra Barefoot
Debra Barefoot, Member
Bargaining Committee

Vincent A. Goldberg
Vincent Goldberg, Member
Bargaining Committee

James DeVries
James DeVries, Business Agent
POAM



**Oceana County
BOARD OF COMMISSIONERS**

County Building
P.O. Box 14
Hart, Michigan 49420




RESOLUTION RE LETTER OF AGREEMENT BETWEEN THE
OCEANA COUNTY BOARD OF COMMISSIONERS AND THE OCEANA COUNTY SHERIFF
AND THE POLICE OFFICERS ASSOCIATION OF MICHIGAN
OCEANA COUNTY SHERIFF'S DEPARTMENT DIVISION

Moved by Mr. Simon and supported by Mr. Spencer to approve the Letter of Agreement Between the Oceana County Board of Commissioners and the Oceana County Sheriff and the Police Officers Association of Michigan, Oceana County Sheriff's Department Division as it applies to the implementation of a work schedule for the Corrections Officers, Deputy Sheriffs and Office Managers of the Oceana County Sheriff's Department and to authorize the Chairperson of the Board, Oceana County Clerk and Oceana County Sheriff to sign the same.

Roll call vote: *Simon, yes; Spencer, yes; Myers, yes; Eisenlohr, yes; Wheeler, yes; Byl, yes; and Malburg, yes. Motion carried.*

CERTIFICATION:

The undersigned, being the Clerk of Oceana County, does hereby certify that on the 11th day of December, 1997, the Oceana County Board of Commissioners did adopt the above Resolution at its Regular Meeting.


Phyllis C. Schlæ, Clerk
Oceana County
Board of Commissioners

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I RECEIVED 30 COPIES
OF THE "AGREEMENT BETWEEN THE OCEANA COUNTY BOARD OF COMMISSIONERS
AND THE OCEANA COUNTY SHERIFF AND THE POLICE OFFICERS ASSOCIATION
OF MICHIGAN, OCEANA COUNTY SHERIFF'S DEPARTMENT DIVISION -
JANUARY 1, 1998 - DECEMBER 31, 2000"

DATE

SIGNATURE