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12/31/98

AGREEMENT

Between

PRESQUE ISLE COUNTY

and

SHERIFF OF PRESQUE ISLE COUNTY

and

POLICE OFFICERS LABOR COUNCIL

Presque Isle County

Effective: January 1, 1997 through December 31, 1998

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AGREEMENT

This Agreement entered into as of the 1st day of January, 1997, between PRESQUE ISLE COUNTY (the "County") and the SHERIFF OF PRESQUE ISLE COUNTY (the "Sheriff"), together hereinafter referred to as the "EMPLOYER" and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "UNION".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

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

All full time and regular part-time court officers/animal control officers, deputies and sergeants of the Presque Isle County Sheriff Department, EXCLUDING the Sheriff, Undersheriff, and all other employees.

Section 1.1. Bargaining Unit Responsibilities. The bargaining unit agrees that its members will perform efficient services and use its best efforts to protect property and interests of the Employer and will cooperate with the Employer in performance of their duties.

REPRESENTATION

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

Section 2.1. Steward. The Employer agrees to recognize one (1) Steward who shall be selected or elected by the Union from employees covered by this Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for the Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor may release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Sheriff's Department. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty. The Steward shall be paid for time lost in accordance with Section 5.10.

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

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

Section 2.4. Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such

conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

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

UNION SECURITY

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

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

Section 3.2. Failure to Pay Service Fee. An employee required to pay the service fee established in Section 3.1 who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the Employer of the Union's intent to require enforcement of Section 3.1. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The Employer shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the Employer. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearages within thirty

(30) calendar days of receipt of a copy of notification from the Employer shall be terminated; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the employee shall have an additional thirty (30) calendar days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearages before the employee is subject to termination.

Section 3.3. Checkoff.

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

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

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

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

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

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

MANAGEMENT RIGHTS

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

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

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

Section 4.2. Disciplinary Action. In the event that the Employer determines to discharge or suspend any employee, the employee shall be advised of the reasons for the discharge or

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

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

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.0. Grievance Defined. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement, and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement and shall not apply to the payment of benefits under the retirement plan or the payment of benefits under the insurance plan.

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

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

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

working days following the date the grievance was submitted at this step, and return two (2) copies to the Steward.

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

Section 5.2. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the County Clerk's office within ten (10) working days following the receipt of the County's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the County through the County Clerk's office not later than twenty (20) working days following the date the County's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. The time limits for requesting arbitration may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Section 5.3. Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the first list of arbitrators and the parties shall alternate striking the first name from successive lists. After six (6) arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses and representatives.

Section 5.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times

be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to consider any extra-contract agreements not specifically incorporated in this Agreement. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee; or to rule on any matter which is or might be alleged as a grievance if proceedings have been instituted involving this matter in any administrative action before a governmental board, agency or entity or in any court. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the managements rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question, provided that the mitigation required by this section shall be calculated on a weekly basis with no more than forty (40) hours of substitute employment to be used each week.

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

Section 5.6. Non-Employee Representatives. The Union and the Employer may have non-employee representatives present at any meeting or discussion concerning a grievance except for discussions held pursuant to the Step 1, Oral Procedure.

Section 5.7. Grievance Form. The grievance form shall be supplied by the Union in a form which coincides with the Grievance Procedure established in this Agreement.

Section 5.8. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Section 5.9. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 5.10. Pay for Processing Grievances. The Steward and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

Section 5.11. Discharge Grievances. All grievances concerning discharge shall be initiated at Step 2 of the grievance procedure. A written grievance signed by the Steward or by the discharged employee shall be filed within three (3) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

Section 5.12. Veteran's Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required, not later than Step 3 of the Grievance Procedure, to elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

Section 5.13. Arbitration After Termination of Agreement. Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely request for arbitration has been filed prior to the expiration of this Agreement.

NO STRIKE

Section 6.0. No Strikes. The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. In recognition of this, the Employer agrees not to lock out employees during the term of this Agreement and under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown of work or restriction of production or interference with

the operations of the Employer, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and shift representative, shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized to the employees and order said employees to stop the said conduct.

The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving notice to the Employer and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation. The Employer shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

The bargaining unit and the Union further agree that they shall not use the service of outside persons to perform picket duties against the Employer.

SENIORITY

Section 7.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Sheriff's Department since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee first commenced work in the Sheriff's Department. Classification seniority shall be defined as the length of an employee's service within a job classification covered by this Agreement. Seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 7.1. Probationary Period. New employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their active employment. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of

employment set forth in this Agreement. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire. There shall be no seniority among probationary employees.

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

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

- (a) If the employee resigns or quits;
- (b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure;
- (c) If the employee retires;
- (d) If the employee is convicted of a felony;
- (e) If the employee is absent for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the Employer;
- (f) If the employee does not return to work when recalled from layoff as set forth in the Recall Procedure, unless other arrangements are agreed upon in writing;
- (g) The employee fails to return from sick leave, vacation, disciplinary suspension or any leave of absence on the specific date for his return, unless other arrangements are agreed upon in writing;
- (h) The employee has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less;
- (i) The employee is on a disability leave or workers' compensation leave for a period of time equal to his seniority at the time of the leave or two (2) years, whichever is less;
- (j) If the employee makes an intentional false statement on an application for leave of absence.

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

LAYOFF AND RECALL

Section 8.0. Indefinite Layoff. When it is determined by the Employer that the work force in a particular job classification is to be reduced for an indefinite time, the Employer shall lay off employees in the following order:

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

The Employer shall provide at least five (5) calendar days advance notice of a layoff.

Section 8.1. Displacement Rights After Indefinite Layoff. Employees with seniority who are indefinitely laid off shall be entitled to displace the least senior employee in any job classification covered by this Agreement to which the laid off employee was previously assigned under the following conditions:

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

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

Section 8.2. Recall. When it is determined by the Employer to increase the work force in a job classification after a layoff, employees with seniority previously laid off from that job classification will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and

efficient manner the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 8.3.

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

(a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within forty-eight (48) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.

(c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within forty-eight (48) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer. For purposes of this subsection, the need to give up to two (2) weeks notice to another employer shall constitute a reason satisfactory to the Employer.

JOB TRANSFERS

Section 9.0. Permanent Vacancies. When a permanent job or vacancy occurs in a bargaining unit position, notice of the job or vacancy shall be posted on the bulletin board for six (6) working days. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive working days. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Sheriff shall give due consideration to all applicants for the permanent vacancy. In considering an applicant's qualifications to perform the required work, the Sheriff shall consider the employee's qualifications, skill, ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Sheriff to be the

best qualified shall be awarded the permanent vacancy, but the Sheriff reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants from outside the bargaining unit.

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

LEAVES OF ABSENCE

Section 10.0. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall constitute just cause for discipline, up to and including discharge, for an employee to engage in outside employment while on a leave of absence without the prior written approval of the Sheriff which shall not be unreasonably withheld, or to falsify the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

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

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

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

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

(d) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible and no later than one (1) hour before the start of the employee's work shift. In the event that the Employer believes that an employee is abusing sick leave, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsification of the

physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

(e) Unused paid sick leave days may accumulate up to a maximum of one hundred fifty (150), after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used.

(f) Sick leave is a benefit for employees to be used in case of illness, injury, or other disability. It is not a benefit to be converted into wages and employees will not be paid for accrued but unused sick leave benefits; provided, however, that one-half (1/2) of accrued but unused sick leave benefits up to a maximum of eighty-four (84) days will be paid to those employees who retire, to the estate of those employees who die while employed in the Sheriff's Department or to those employees who voluntarily quit their employment with the Employer.

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

Section 10.3. Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the Sheriff. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested in writing prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of ninety (90) consecutive calendar days. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Sheriff.

Section 10.4. Paid Personal Days. Employees covered by this Agreement shall be permitted up to three (3) personal leave days per year. Such personal leave days shall be deducted from the employee's accrued sick leave bank. Employees requesting personal leave days shall submit such request in writing to the Sheriff at least twenty-four (24) hours in advance of the date requested. The Sheriff shall not be arbitrary or capricious in granting or denying of personal leave days.

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

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

- (a) Be a full time employee who has completed the probationary period;
- (b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;

- (c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after he is excused from jury duty service.

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

Section 10.8. Workers' Compensation Leave. Upon written application, a leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 10.9. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. For each day that an employee is on such leave when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee received for such training for up to a maximum of ten (10) days per year. The provisions of this Section do not apply to an employee's initial period of active duty for training.

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

HOURS OF WORK

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

Section 11.1. Overtime. Overtime other than of an emergency nature must be authorized by the Sheriff or his designated representative. The Sheriff will endeavor to distribute overtime work equally among employees in each job classification, based upon overtime hours worked during the calendar year, but reserves the right to assign overtime without regard to overtime hours previously worked in instances of an emergency. The Sheriff shall post on a monthly basis a listing of the overtime hours worked and refused by each employee during that calendar year.

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

Section 11.3. Trading Shifts. Employees may trade shifts only with the prior approval of the Sheriff or his designated representative; provided, however, that no overtime shall result in any way to the individuals involved in such voluntary changes.

Section 11.4. Overtime Premium Pay. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked within a two week pay period in which the number of hours actually worked exceeds eight (8) in a day or eighty (80) hours. For purposes of this section, time actually worked includes paid sick leave and paid vacation. In the event that the Employer determines to go to ten (10) hour days, this Section shall be reopened for negotiations between the parties.

Section 11.5. Court Time. When, as a result of performing duties as a member of the Presque Isle Sheriff's Department, an employee is required to make a court appearance during off-duty hours, the employee shall be paid for two (2) hours or for the time actually spent at the court, whichever is greater. All witness fees received by the employees shall be returned to the Employer.

Section 11.6. Call-Back Pay. Employees who are called in to work at times other than their regularly scheduled shift shall be paid for two (2) hours or for the time actually worked, whichever is greater. The hourly pay guarantee of this section does not apply in instances where the employee is required to perform duties past the scheduled termination of their regularly scheduled shift.

Section 11.7. Rest and Meal Periods. Employees may take two (2) fifteen (15) minute "rest periods" during each regular workday. These rest periods will normally be taken in the approximate middle of the first and second halves of their regular shift. Employees may also take a thirty (30) minute meal period during each regular workday, which will normally be taken in the approximate middle of the regular shift. During rest and meal periods, employees remain on active duty and must take appropriate action if necessary.

Section 11.8. Pyramiding. There shall be no pyramiding or duplication of overtime premium hours or pay, call-back guarantee hours or pay or court time guarantee hours or pay.

HOLIDAYS

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

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Eve
Labor Day	Christmas Day
	New Year's Eve

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

Section 12.1. Holiday Pay. Eligible employees shall receive eight (8) hours pay at their straight time regular rate for each recognized holiday. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at time and one-half their regular straight time rate of pay for all work performed on the holiday.

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

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

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

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

VACATIONS

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

<u>Years of Continuous Service</u>	<u>Hours Pay</u>	<u>Time Off</u>
At least 1 year but less than 2 years	56	7 days
At least 2 years but less than 7 years	96	12 days
At least 7 years but less than 14 years	144	18 days
At least 14 years but less than 20 years	160	20 days
At least 20 years	184	23 days

Vacation leave accrues and is credited to eligible employees on their anniversary date of employment.

Section 13.1. Vacation Eligibility. In order to be eligible for crediting vacation leave on their anniversary date, an employee must be a full time employee of the Employer, and must have worked a total of at least 1,750 hours during the immediately preceding twelve month period. Full time employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to 1,750, rounded to the nearest half day. For purposes of this Section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked.

Section 13.2. Anniversary Date. For the purpose of vacation calculation an employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date in succeeding years. An employee's anniversary date shall be adjusted forward to reflect all time spent on unpaid leaves of absences in excess of forty-five (45) consecutive days.

Section 13.3. Continuous Service. For purposes of vacation calculation, an employee's length of continuous service with the Employer shall be calculated from the most recent date that the employee commenced work for the Employer, but shall exclude all time spent on unpaid leaves of absence in excess of forty-five consecutive days.

Section 13.4. Vacation Scheduling. Employees may request time off for vacations after vacation leave has been credited to their use on their anniversary date in each year. Vacation requests must be in writing and normally should be submitted by the employee at least thirty (30) days in advance of the period requested. The Sheriff will endeavor to approve all vacation requests, but reserves the right to refuse to allow an employee to take vacation leave at the time requested if such vacation would interfere with the efficient operation of the Sheriff's Department. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting, and all vacation leave not used during the twelve (12) months following its crediting shall be forfeited; provided, however, that in the event that an employee is unable to utilize accrued vacation through no fault of his own the employee shall be allowed to carry over up to five (5) days to the next year.

Section 13.5. Vacation Pay. Vacation pay shall be at the employee's regular straight time rate in effect at the time the employee takes vacation leave. If a regular pay day falls during an employee's vacation, the Employer will provide that check in advance upon the request of the employee. Requests for advance payments must be made two (2) weeks prior to the last day worked.

Section 13.6. Benefits on Termination. Employees whose employment relationship with the Employer ends for any reason may receive pay for accrued but unused vacation leave in any of the following circumstances:

- (a) If an employee retires in accordance with the retirement plan currently in effect.
- (b) If an employee resigns from employment and a minimum of fourteen (14) days advance notice is given to the Employer.
- (c) If an employee is laid off and requests payment of vacation pay; provided, however, that such vacation pay shall be designated to the period of layoff.
- (d) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

WAGES

Section 14.0. Wages. Appendix A attached hereto and made a part hereof contains the annual salaries to be paid to employees in classifications covered by this Agreement. An employee's

regular hourly rate of pay shall be determined by dividing the annual salary by 2,080 hours, rounded to the nearest whole cent. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification.

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

INSURANCE

Section 15.0. Health Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical, medical and dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full time employees who elect to participate in the insurance program. The insurance program currently provides the coverages listed on Appendix B through Blue Cross/Blue Shield.

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

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent by filling out the applicable insurance forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 15.1. Payment of Health Insurance Costs. During the term of this Agreement, the Employer agrees to pay up to \$385.00 per month for single subscriber, two-person and family coverage for eligible employees who elect to participate in the group health insurance plan. This amount shall be increased to the amount of family coverage in effect through December 31, 1998. All premium costs for family continuation and sponsored dependent coverage and all premium increases in excess of these stated amounts shall be paid by the employee electing to have the insurance coverage. The Employer's liability under this Section shall be limited to these payments; provided, however, that the Employer shall not be required to pay more than the cost of full family coverage in effect as of December 31, 1998.

Section 15.2. Term Life Insurance. All full time employees shall be eligible for term life insurance policy coverage in an amount of Twenty Thousand Dollars (\$20,000.00) with double indemnity coverage after completion of the waiting period presently in effect. The specific terms

and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers, currently National Sheriff's Association Plan. During the term of this Agreement, the Employer agrees to pay the total premiums required for eligible employees.

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

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

Section 15.5. Duplication of Benefits. The provisions of Section 15.0 notwithstanding, the Employer shall have no obligation to duplicate any benefit an employee receives or is eligible to receive under any other policy or plan paying hospitalization or medical benefits with any other employer, notwithstanding the circumstances of eligibility, amount or duration of benefit. Employees are required to inform the Employer of any and all hospitalization or medical benefit coverage enjoyed by said employee, as a condition to receipt of the benefits set forth as Section 15.0. A special conference may be called in the event that a dispute arises over continued coverage for any employee, and the dispute may thereafter be submitted to the grievance procedure for resolution.

RETIREMENT

Section 16.0. Retirement Plan. During the term of this Agreement the program of retirement benefits provided for in Plan B-2 with the F55(25) waiver and FAC-3 rider of the Michigan Municipal Employees Retirement System shall be in effect for full time and regular part-time employees. Under this plan employees contribute four percent (4%) of their gross compensation to retirement plan. The specific terms and conditions governing the retirement plan are controlled

by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.

MISCELLANEOUS

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

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

Section 17.2. Gender. Reference to the male gender shall apply equally to the female gender and vice versa.

Section 17.3. Union Bulletin Boards. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices relating to recreational and social events, elections, results of elections, and meetings.

Section 17.4. Safety Regulations. It will be the responsibility of each employee to report to his supervisor any malfunction of equipment, or any unsafe working conditions which he may observe. Complaints about health and safety concerns shall be presented to the Employer for resolution in accordance with the grievance procedure.

Section 17.5. Uniforms and Equipment. The Employer shall provide each employee necessary uniforms and equipment and the replacement thereof, as the Employer shall determine is necessary. Employees will be required to supply handguns unless the Employer mandates a particular type, and personal items such as socks and underwear.

Section 17.6. Dry Cleaning Allowance. The Employer agrees to pay employees an allowance of \$160 per year for the necessary dry cleaning of uniforms. This allowance shall be paid in equal quarterly payments on March 31, June 30, September 30 and December 31 of each year to employees as of that date.

Section 17.7. Outside Employment. Employees may be employed outside of the bargaining unit as long as the outside employment does not and shall not interfere with their work performance while employed at Presque Isle Sheriff's Department, as determined by the Sheriff.

Section 17.8. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersede all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically the Union agrees it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provisions of Section 4.0 during the term of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

Section 17.9. Working Management Personnel. Management, namely the Undersheriff and Sheriff, shall have the right to work in any position on a temporary basis.

Section 17.10. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 17.11. Severability. If any Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be ruled invalid by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 17.12. Firearms. All employees are required to supply at their own expense the firearm selected by the Employer. The employee may request the Employer to purchase this firearm

for the employee, in which event the wage rate for such employee shall be reduced by \$.10 per hour until such time that the Employer has saved an amount equal to the purchase price of the firearm.

Section 17.13. Term of Agreement. This Agreement shall become effective as of January 1, 1997, and shall remain in full force and effect through December 31, 1998, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the ninetieth (90th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate.

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

PRESQUE ISLE COUNTY

POLICE OFFICERS LABOR COUNCIL

Alan H. Bruden, Chairman

[Signature]

SHERIFF OF PRESQUE ISLE COUNTY

APPENDIX "A"

The following hourly wage schedule shall be effective on the first full pay period after the dates indicated:

January 1, 1997

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Deputy Court Officer/ Animal Control Officer	\$10.02	\$10.50	\$10.87	\$12.13	\$12.38
	\$ 8.19	\$ 8.82	\$ 9.13	\$ 9.91	

January 1, 1998

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Deputy Court Officer/ Animal Control Officer	\$10.52	\$11.03	\$11.41	\$12.74	\$13.20
	\$ 8.60	\$ 9.26	\$ 9.59	\$10.41	

*Effective January 1, 1997, Sergeants will be paid \$.62 per hour (5%) over the top Deputy rate. Effective January 1, 1998, Sergeants will be paid \$.66 per hour (5%) over the top Deputy Rate.

Deputies assigned as Investigator for more than one (1) complete month at a time will be paid \$.20 per hour more than the top Deputy rate.

APPENDIX "B"

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

MEDICAL AND HOSPITALIZATION

Blue Cross PPO Plan S with \$10.00 drug co-pay.

DENTAL

Comprehensive dental coverage MBC-800 (\$800 per individual per year maximum amount) including CDC-FC (family continuation 19-25) with CR-25-50-50 (75% payment on Class I and 50% payment on Class II and III).

LETTER OF AGREEMENT

Subject: Animal Control Officer

The parties recognize that the primary duty of the ACO is animal control, but that the Sheriff has the right to utilize the ACO to transport prisoners within contiguous counties.

PRESQUE ISLE COUNTY

POLICE OFFICERS LABOR COUNCIL

Allen H. Boudier, Chairman

Charles Chubb

SHERIFF OF PRESQUE ISLE COUNTY

LETTER OF AGREEMENT

Subject: Uniform Allowance - Plainclothes Officers

It is understood that the Employer shall reimburse plainclothes detectives for the cost of necessary replacement of worn uniform articles, up to a maximum of \$350 per calendar year.

PRESQUE ISLE COUNTY

POLICE OFFICERS LABOR COUNCIL

Alan H. Bruder, Chairman

Charles Rhoads

SHERIFF OF PRESQUE ISLE COUNTY

LETTER OF AGREEMENT

Subject: Effective Dates

The four percent (4.00%) employee contribution to the MMERS retirement plan set forth in Section 16.0 shall be phased in over a period of two years. The contribution effective January 1, 1997, shall be two percent (2.00%) and shall increase to four percent (4.00%) on January 1, 1998.

The Twenty Thousand Dollar (\$20,000.00) term life insurance policy coverage set forth in Section 15.2 shall be effective January 1, 1998.

PRESQUE ISLE COUNTY

POLICE OFFICERS LABOR COUNCIL

Oletha H. Bruden, Chairman

Charles Shull

SHERIFF OF PRESQUE ISLE COUNTY

LETTER OF AGREEMENT

Subject: Reimbursement

The provisions of Appendix B notwithstanding, the County agrees to reimburse employees for the difference between the \$5.00 drug co-pay and the \$10.00 drug co-pay.

PRESQUE ISLE COUNTY

POLICE OFFICERS LABOR COUNCIL

Alan H. Bruder, Chairman

Charles [unclear]

SHERIFF OF PRESQUE ISLE COUNTY

LETTER OF AGREEMENT

Subject: Red Circle Rates

As part of the settlement of the 1997-1998 collective bargaining agreement, it was agreed to add an additional 4 year step, with an additional \$.25 added in 1997 over the 3 year rate. In 1988 an additional \$.20 shall be added after the general increase is calculated. These rates are reflected on Appendix A. It was also agreed that current employees would be red-circled, meaning that any employee hired as of January 6, 1997 who would not be on the new 4 year step would be paid \$.25 per hour higher than their regular step in 1997 and \$.45 per hour higher than their regular step in 1998 and thereafter, until they reached the 4 year step. The only individual eligible for this red circle rate is Deputy Dan Kulik, who was hired on 3-27-95. The provisions of Appendix A notwithstanding, the following wage rates shall be effective for Deputy Kulik effective the first full pay period after the dates indicated:

01-01-97	\$10.75
03-27-97	\$11.12
01-01-98	\$11.86
03-27-98	\$13.20

PRESQUE ISLE COUNTY

POLICE OFFICERS LABOR COUNCIL

Allen H. Boudry, Chairman

Charles Reed

SHERIFF OF PRESQUE ISLE COUNTY