

AGREEMENT BETWEEN

**OSCEOLA COUNTY
BOARD OF COMMISSIONERS**

AND

OSCEOLA COUNTY SHERIFF

AND

**POLICE OFFICERS
LABOR COUNCIL**

EFFECTIVE JANUARY 1, 2008 TO DECEMBER 31, 2010

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AGREEMENT

THIS Agreement, made and entered into this _____ day of _____, 2008, by and between the Osceola County Board of Commissioners and the Osceola County Sheriff, hereinafter collectively referred to as the Employer and the Police Officers Labor Council, 667 East Big Beaver Road, Suite 205, Troy, Michigan, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

1.1: **Collective Bargaining Unit.** The Employer recognizes and acknowledges that the Police Officers Labor Council, hereafter called the "Union" is the exclusive representative in collective bargaining with the Employer for:

All full-time law enforcement personnel of the Osceola County Sheriff Department, including road deputies, detectives, court officers, snowmobile and marine officers BUT EXCLUDING the Sheriff, undersheriff, sergeants, lieutenants, corporals, corrections officers, secretary, cook and all other Employees.

1.2: **Definitions of Employment.**

a) Full-Time Employee. A full-time employee is an employee who is working the normal workweek on a regular schedule.

b) Temporary Employee. A temporary employee is an employee hired to work for a specific period of time for an employee who is off work due to a work related injury, disability leave or extended personal leave that has been granted by the employer, i.e. FMLA.

c) Grant Employee. A grant employee is hired pursuant to a Federal, State or local grant program. Continued employment in a grant position is contingent on the continued funding of the grant by the grantor. Whenever a full-time position becomes vacant, the grant employee, by seniority and if eligible, shall have first opportunity to the full-time position and shall no longer be considered a grant employee. Employee benefits for grant employees are commensurate with those of regular full time employees depending on the number of hours that the grant employee works.

ARTICLE II - REPRESENTATION

2.1: **Stewards.** The Employer recognizes the right of the Union membership to elect one job steward and one alternate each from the Employer's seniority list. In the event a steward or alternate steward is off work in excess of 30 days, the Union shall appoint another alternate steward. The Union will provide the names of the steward and alternate stewards to the Employer. The authority of the job steward and alternate so elected by the Union shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement.

B. The collection of dues when authorized by appropriate Union action.

C. The transmission of such messages and information, which shall originate with, and are authorized by the Union, or its officers, provided such message and information;

1. Have been reduced to writing, or

2. If not reduced to writing, are of a routine nature and not involve work stoppage, slow-downs, or any other interference with the Employer's business.
- 2.2: **Lost Time.** The steward shall be permitted time to investigate, present and process grievances and negotiate contracts on the Employer's property without loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Sheriff.
- 2.3: **Union Access.** Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards and/or representatives of the Employer concerning matters covered by this Agreement. These visits shall not interfere with the reasonable operation of the department.
- 2.4: **Examination of Records.** The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Employee whose pay is in dispute or any other records of the Employee pertaining to a specific grievance, at reasonable times with Employee consent.

ARTICLE III - UNION SECURITY

- 3.1: **Membership.** Membership in the Union is not compulsory. Regular Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an Employee as regards to such matters.
- 3.2: **Union Membership.** The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the Employees in the bargaining unit.
- 3.3: Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefit contained in this Agreement, including dues.
- 3.4: **Agency Shop.** All Employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the Employee's exclusive collective bargaining representative, an amount of money equal to that paid by other Employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular Employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement. For new Employees, the payment shall start thirty-one (31) days following the date of employment.
- 3.5: If any provision in Section 3.1 - 3.4 are invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE IV - PAYROLL DEDUCTION OF DUES

- 4.1: **Checkoff.** During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of all Employees, all dues and initiation fees of the Police Officers Labor Council, provided, however, that the Union presents to the Employer authorizations, signed by such Employees, allowing such deductions and payment to the Union. This may be done through the steward of the Union.
 - A. Amount of union dues will be certified to the county by the Treasurer of the Police Officers Labor Council.

B. Monthly agency fees and initiation agency fees will be deducted by the County along with a list showing from whom such deductions have been made and transmitted to the Treasurer of the Union, 667 East Big Beaver Road, Suite 205, Troy, Michigan, 48083, as prescribed above for the deduction and transmission of Union dues.

4.2: **Hold Harmless.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an Employee's pay of Union dues, representation fees and/or initiation authorization furnished under this Article or the termination of an Employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE V - RIGHT OF THE EMPLOYER

5.1: Management Rights.

- A. The Employer retains and shall have the sole and exclusive right to manage and operate the department in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to 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 facilities and departments to be operated and their locations; to establish classifications of work and the number or personnel required; to discontinue, combine, or reorganize any part or all of its operations; to study and use improved methods and equipment, and in all respect to carry out the ordinary and customary functions of the administration of the county. The Union hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall be subject to the Grievance and Arbitration Procedures established herein if they are exercised in violation of any specific provision of this Agreement.
- B. The Employer shall have the right to hire, promote, assign, transfer, suspend, discipline, or discharge non-probationary employees for just cause, lay off, and recall personnel; to establish work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to establish and change work schedules, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. These rights shall be subject to the Grievance and Arbitration Procedures established herein.

ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

6.1: **Grievance Definition.** For purposes of this Agreement, a grievance shall mean a complaint filed by an employee covered by this Agreement or the Union concerning the application and interpretation of this Agreement as written.

6.2: **Grievance Procedure.** All grievances shall be handled in the following manner:

- A. **Step 1. Verbal.** An employee with a grievance shall, within five (5) days of the occurrence of the discovery of the incident that gave rise to the grievance discuss it with the Sheriff or his designee with the object of resolving the matter informally. If requested by the employee, the employee's union representative shall be present. The Sheriff will provide the Union the names of any designees authorized to handle grievances.
- B. **Step 2. Written.** If the grievance is not satisfactorily resolved at the Verbal Step, it shall be reduced to writing, setting forth the facts and the specific provisions of this Agreement which are alleged to have been violated, signed by the aggrieved employee and a Union representative and within five (5) days following

the verbal discussion, presented to the Sheriff or his designee who shall place his written disposition and explanation thereupon and return it to the Union representative or alternate involved within five (5) days.

C. **Step 3.** If the grievance is not satisfactorily resolved at Step 2, the Union may appeal by submitting the grievance to the Chairman of the Salary and Personnel Committee of the County Board of Commissioners within ten (10) days following receipt of the Sheriff's written answer in Step 2. Within fourteen (14) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer representatives shall be the Chairman of the County Salary and Personnel Committee and the Sheriff. The Union representative shall be a member of the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the fourteen (14) day period, it shall mutually be scheduled for a date convenient to the parties without unreasonable delay. The Employer shall place its written answer on the grievance within fourteen (14) days after the meeting and return the grievance to the Union. In order for the decision to be binding at Step 3, it shall bear the signature of the Sheriff and the Chairman of the County Salary and Personnel Committee.

D. At the Sheriff's discretion, if someone has to be disciplined for days off, instead of giving time off without pay and going home, an employee may utilize vacation, compensatory time, sick or personal days instead with mutual consent of the employee and the Sheriff.

6.3: **Arbitration Request.** If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration by notifying the Sheriff (or their designee) and the Chairman of the County Personnel and Administration Committee (or County Administration Office) in writing within fifteen (15) days after receipt of the Employer's answer in Step 3. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

6.4: **Selection of Arbitrator.** If pursuant to the Grievance Procedure established in this Agreement, a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select an arbitrator who shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) by each party alternately striking a name. The remaining name shall serve as the arbitrator. If FMCS no longer provides lists of arbitrators to the parties, then the parties will use the Michigan Employment Relations Commission (MERC). The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union.

6.5: **Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the sole purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws.

6.6: **Grievance Form.** The grievance form shall be supplied by the Union and a sample copy is attached to this Agreement.

6.7: **Time Limitations.** 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, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance may be advanced to the next Step by the Union. The time limits established herein may be extended by mutual agreement in writing.

6.8: **Time Computation.** Saturday, Sunday, and holidays recognized by this Agreement and by the Employer shall not be counted under the time procedures established in the Grievance Procedure.

- 6.9: **Continuation of Arbitration Rights.** At the expiration of the contract and until such time as the parties arrive at an amended, modified and/or replacement contract through negotiation or compulsory arbitration, the right to grieve and thereafter arbitrate grievances shall remain in full force and effect as if the grievance and arbitration thereof occurred during the effective date of the contract. This clause shall not operate to limit or otherwise restrict the right of the Union to negotiate and/or pursue in compulsory arbitration any issue pertaining to wages, hours or other terms and conditions of employment to the first day subsequent to expiration of the contract as specified by the effective dates and/or duration clause of the contract specified herein.
- 6.10: **Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.
- 6.11: **Utilization of Benefit Time In Lieu of Unpaid Leave.** At the Sheriff's discretion, if someone has to be disciplined for days off, instead of giving time off without pay and going home, an employee may utilize vacation, compensatory time, etc., instead with mutual consent of the employee and the Sheriff.

ARTICLE VII - DISCIPLINARY PROCEDURE

- 7.1: **Just Cause.** The Sheriff shall not discharge or discipline a non-probationary employee except for just cause. Progressive discipline for minor offenses shall be employed. Minor offenses are defined as no time off and progressive discipline shall be used for same.
- 7.2: **Record.** In imposing discipline on a current charge, the Employer will not take into account any disciplinary action that occurred more than thirty-six (36) months previously. Minor discipline (that which does not result in time off) will be removed from the employee's file after twelve (12) months.
- 7.3: **Expedited Grievance.** Should an employee who has been laid off, discharged or suspended for disciplinary reasons consider such lay off or discipline to be improper, any grievance must, within ten (10) days of the date of suspension or discharge, be processed initially at Step 3 of the Grievance Procedure.
- 7.4: **Recordings.** During the course of an investigative interview (Loudermill hearings) or any other interview that the Employer has chosen to record with an employee, the employee may record the interview as well. The recording device must be left on during the entire interview and no editing of the interview may take place.

ARTICLE VIII - NO STRIKE - NO LOCKOUT

- 8.1: **No Strike Pledge.** The Union agrees that neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, or stay-in; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful, and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices, or premises because of a labor dispute with the Employer.
- 8.2: **Penalty.** Any employee who violates the provision of Section 8.1 shall be subject to discipline by the Employer, up to and including discharge.

- 8.3: **No Lockout.** During the life of this Agreement, the Employer, in consideration for the promise on behalf of the union and the employees it represents to refrain from the conduct prohibited by Section 8.1, agrees not to lock out any employees covered by this Agreement.

ARTICLE IX - **SENIORITY**

- 9.1: **Definition of Seniority.** Seniority is defined as the length of an employee's continuous service with the Osceola County Sheriff's Department since the employee's most recent date of hire. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority and classification seniority shall commence after the employee completes the probationary period, retroactive to their date of hire, promotion or transfer. The application of seniority and classification seniority shall be limited to the preferences and benefits specifically set forth in this Agreement. County employees who transfer or promote into the bargaining unit shall:
- A. Start at bottom of seniority list;
 - B. Start at wage called for in contract;
 - C. Be allowed to use County seniority for purposes of vacation, longevity and pension benefits. (Vacation pick by seniority.)
 - D. For employees in the same classification hired on the same day, an Alphabetical list by last Name (A-Z) will be made for seniority purposes.
- 9.2: **Probationary Period.** All new employees shall be considered probationary employees for a period of twelve (12) months, after which their seniority shall be as of their last date of hire. During the probationary period, the employee may be terminated at the Employer's discretion without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance and arbitration procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason, or for no reason and is an employee at will. Any absences from work exceeding five (5) total days shall extend the probationary employee's probationary period by like time.
- 9.3: **Superseniority.** The Steward shall be granted superseniority for purposes of layoff and recall only, provided he/she has the ability, training, and qualifications to perform the remaining required work.
- 9.4: **Loss of Seniority.** An employee shall lose his/her seniority and the employment relationship shall end with the County in the Sheriff Department for any of the following reasons:
- A. He/she resigns or quits;
 - A. He/she is discharged or terminated, unless overturned;
 - B. He/she retires;
 - C. He/she has been on layoff or sick leave or absence status for a period of time equal to his seniority at the time of his layoff or sick leave or twenty-four (24) months, whichever is less;
 - D. He/she is absent from work for three (3) consecutive working days without notifying the Sheriff, unless otherwise excused;
 - E. He/She is convicted or pleads guilty or nolo contendere to a felony, or he/she commits any crime

which causes the officer to be decertified under MCOLES standards.

- F. He/she fails to return to work at the specified time upon expiration of a vacation, recall from layoff, or disciplinary suspension, unless employer is notified.

9.5: **Job Vacancies.** When a new position is created or a vacancy occurs within the bargaining unit, it shall be offered to employees within the bargaining unit. If two or more individuals are similarly qualified for the job, the employee with the most seniority shall be given the job vacancy. The Employer will fill permanent classification vacancies as soon as possible, when need for such action is necessary, as determined and/or established by the Employer.

- A. Promotions/Transfers. Members of the bargaining unit who promote or transfer into a higher paying classification shall move to the next highest pay level that would result in a pay increase.
- B. Trial Period for Promotions and Transfers. Following promotion or transfer of an employee in the bargaining unit, a trial period will be observed for the length of time the promoted or transferred employee serves as a probationary employee in his or her new position. If the employee is transferred or promoted to an at will position, the trial period shall be six (6) months. During this trial period, the employee shall have the opportunity to revert back to his/her former classification or if the employee is deemed unsatisfactory in the new position, he/she may be returned to his/her former position at any time during this period by the Sheriff whose decision shall be final and binding. Any absences during the trial period exceeding ten (10) days shall extend the trial period for like time.
- C. Court, DARE, School Liaison and the K-9 officers may request to leave their position with sufficient notice to post and train another officer. To request a change of position, the officer must have served at least two (2) years in the position.

9.6: **Transfer Outside Bargaining Unit.** An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position, beyond the length of time the promoted or transferred employee served as a probationary employee in his or her new position. If the employee is transferred or promoted to an at will position, the trial period shall be six (6) months from date of promotion. An employee will lose all seniority in this bargaining unit and will start at the bottom of the seniority list as called for in Section 9.1 Definition of Seniority, if they have worked more than the length of time the promoted or transferred employee serves as a probationary employee in his or her new position. If the employee is transferred or promoted to an at will position, the period before the employee shall lose seniority shall be six (6) months in a supervisory position within the Osceola County Sheriff's Department.

ARTICLE X - LAYOFF AND RECALL

10.1: **Layoff.** All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his/her position in the bargaining unit while any part time, temporary or irregular employees are serving in the same position in the bargaining unit.
- B. The first employee to be laid off shall be the probationary employee in the classification affected. The next employee will be the employee with the least seniority in the classification affected, provided, however, that the remaining senior employees have the experience, ability, and training to perform the

required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, ability, and training to perform the required work.

- C. Upon being laid off from his/her classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the bargaining unit, provided, however, that he/she has greater seniority than the employee who he/she is to replace and he/she has the ability, qualifications, certification which is required by law and training to perform the required work.
- D. Employees who are demoted in lieu of layoff shall initially be paid the same salary step in the range of the lower position to which he/she has been demoted.
- E. **Voluntary Layoffs:** When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of solicitations the length of such layoffs. If more than one employee expresses interest in the voluntary layoff, the most senior officer will be given preference. If the employee shall volunteer for such layoff for the time specified by the employer, and a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above. A layoff will be without compensation or benefits.

- 10.2: **Notification of Layoff.** In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff if possible.
- 10.3: **Recall.** Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification or rank in order of their seniority when the work force is to be increased, provided that the employee has not lost his/her seniority.
- 10.4: **Notification of Recall.** Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address or hand-delivered to the employee. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances fail to respond within ten (10) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

ARTICLE XI - LEAVES OF ABSENCE

- 11.1: **Personal Leave Without Pay.** Full-time employees with at least one (1) year's seniority may be granted up to three (3) months leave of absence without pay. A three (3) month's extension of the leave of absence may be granted at the option of the Sheriff. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits predicated on length of service with the Sheriff's Department, nor shall seniority accumulate beyond that time. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Sheriff. Such requests shall state the reason(s) for the leave. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Sheriff.
- 11.2: **Union Leave.** The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to an employee designated by the Union to attend a Labor Convention, or serve in any capacity on other official union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate

overtime pay for an employee filling the position created by such time off.

11.3: **Emergency/Funeral Leave.**

Section 3a: A full-time employee shall be granted up to three (3) days leave with pay, due to a death in the immediate family. Immediate family shall be defined to include: parents, parents-in-law, grandparents, grandchildren, children, son-in-law, daughter-in-law, spouse, siblings and dependents living at home. These days shall not accumulate. A step relative shall be considered a relative for definition of an immediate family member.

Section 3b: Employees shall be granted up to one (1) emergency leave day with pay per year for the purpose of attending funerals of other close relatives. Definition of close relative shall be: aunt, uncle, niece, nephew, sister-in-law, or brother-in-law. These days shall not accumulate.

In case of emergency or funeral leave, requests shall be made to the Sheriff or his designee twenty-four (24) hours in advance of the date requested.

11.4: **Military Leave.** Any employee who enters active service of the Armed Forces of the United States, National Guard, or Reserve shall receive a military leave of absence without pay for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure, except in emergency situations or in the event of extenuating circumstances.

11.5: **Maternity Leave.** Employees will be granted maternity leave in accordance with State and Federal Law.

11.6 **Personal Leave Time.** Full-time employees covered by this Agreement shall be allowed thirty-six (36) hours of personal leave time with pay each calendar year. For new employees allowable personal leave time shall be prorated at the rate of nine (9) hours per quarter. All requests for personal leave time must be made to the Sheriff or his designee twenty-four (24) hours in advance of the date requested. The amount of personal leave time to be taken at any one time shall be determined by the Sheriff or his designee. A request for personal leave time may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. Emergency personal leave may be granted with 8 hours notice, if possible.

11.7: **Paid Sick Leave.**

- A. All full-time employees covered by this Agreement who are regularly scheduled to work eight (8) hours per day shall be credited with six (6) paid sick leave days on January 1 or each year beginning in 1985. Full-time employees regularly scheduled to work ten (10) hours per day shall be credited with five (5) paid sick leave days. Full-time employees regularly scheduled to work twelve (12) hours per day shall be credited with four (4) days. For new employees paid sick leave days will be prorated monthly.
- B. An employee eligible for paid sick leave may use such leave when he is unable to perform his duties because of illness, injury or stress.
- C. The Employer may require as a condition of any sick leave a medical statement setting forth reasons for a sick leave when there is a reason to believe that the health or safety of personnel may be affected or that any employee is abusing his sick leave benefits. If the Employer believes that an employee is abusing sick leave, the Employer may require a medical examination, at the Employer's expense if not covered by the employee's insurance by a doctor selected by the Employer. Further, if the employee is found to have

falsified information required under this section, the employee shall be subject to discipline by the Employer up to and including discharge.

In addition to other provisions contained in this contract, the Employer reserves the right to require an employee to take a medical examination (1) if it appears that the employee is having difficulty in performing his/her duties based upon health related reasons or (2) on return from a medical leave of absence. The medical examination shall be given by a doctor selected by the Employer at the Employer's expense if not covered by insurance. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing at his/her expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that medical examination, the Employer will take appropriate action.

- D. Sick leave benefits shall be charged against the employee's sick leave account in the amount taken. Employee's with unused sick time shall be allowed to roll over two (2) days into the next year for a maximum of eight (8) days credit on January 1 of each year.
- E. At the end of each year, the employee shall cash in his unused sick leave up to six (6) days for that year. If the employee cashed in sick leave days, he will be paid one hundred (100%) percent of his/her normal hourly rate of such unused sick leave days in the last pay period of January at the rate he/she was earning as of the end of the year.

11.8: **Family Medical Leave Act.**

- A. Employees who have been with the County for at least twelve (12) months and have worked 1,250 hours during the immediately preceding twelve (12) months are eligible for leaves of absence for any one, or more, of the following reasons:
 - 1. The birth of a son or daughter, and to care for the newborn child.
 - 2. The placement with the employee of a son or daughter for adoption or foster care.
 - 3. To care for the employee's spouse, son, daughter or parent with a serious health condition.
 - 4. Because of a serious health condition that makes the employee unable to perform the functions of their job.
- B. An eligible employee is entitled to a total of 12 workweeks of leave during a rolling 12-month period measured backward from the date an employee uses any leave.
- C. Employees desiring leaves under this policy will provide written notice to the Employer setting forth the reason for the requested leave, the anticipated start date of the leave and its anticipated duration. A request for leave to care for an ill family member or the employee themselves, must be supported by a certification issued by the health care provider of the employee or employee's ill family member. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer's expense from a health care provider of its choice. If the opinions of the employee's and the Employer's designated provider differ, the Employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly

by the County and the employee. The County may request re-certification at any reasonable interval.

- D. Employees on leaves of absence under this policy will be paid in accordance with the following:
1. In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order: a) Paid sick leave, b) Paid personal leave, c) Paid vacation.
 2. In instances where the leave is needed for a reason other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order: a) Paid sick leave, b) Paid personal leave, c) Paid vacation.
- E. As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- F. On return from leave, an employee shall be returned to the same position they had when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and condition of employment, unless they are no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job, are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the Employer may deny restoration until satisfactory certification is provided.
- G. The provisions of this policy may be further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act.

ARTICLE XII - HOLIDAYS

12.1: **Paid Holidays.** Paid Holidays are designated as:

President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Easter	New Year's Day
July 4th	Veteran's Day
Labor Day	National Police Officer Week
Christmas Eve Day (4 hours)	(First Monday in May)
	New Year's Eve Day (4 hours)

12.2: **Holiday Eligibility.** Permanent full-time and regular part-time employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work on his last scheduled day before and his first scheduled day after the holiday, unless otherwise excused;
- B. The employee must work at least one (1) day in the month in which the holiday occurs;

- C. The employee must not be on a disciplinary suspension of three (3) or more days.
- D. An employee who voluntarily agrees to work on a holiday but is unable to report for work but notifies the Sheriff's Department, shall be entitled to holiday pay, but may not use or be charged with a sick, personal or vacation day.

12.3: **Holiday During Vacation.** Should a holiday recognized by this Agreement fall during an employee's vacation, the employee will be paid for the holiday but no additional time off will be granted.

12.4: **Holiday Work.** Permanent full-time and regular part-time employees who work on a holiday recognized by this Agreement shall receive one and one-half (1-1/2) times their regular rate for all hours worked on the holiday. Permanent full-time employees receive this in addition to holiday pay.

12.5: **Holiday Pay.** All full-time employees shall receive eight (8) hours pay at their regular straight time hourly rate, exclusive of all premiums, for each of the holidays recognized by this Agreement, provided the employee meets the holiday eligibility requirements provided in this Agreement. Holidays shall be paid and celebrated on the observed day instead of the traditional day.

ARTICLE XIII - VACATIONS

13.1: **Vacation Choice.** Choice of vacations shall be on a seniority basis provided the employee selects his vacation prior to May 1 pursuant to Section 13.2.

13.2: **Vacation List.** On April 1st of each year, a vacation list shall be posted in the Sheriff's Department. Eligible employees shall have, by seniority, until May 1st to select their vacation. Up to fifty percent (50%) of unused vacation days may be redeemed for cash, vouchered for at the employee's anniversary date. After May 1st, employees on a first come first serve basis, may request vacation according to Section 13.3.

13.3: **Vacation Period.** All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

<u>Seniority Required</u>	<u>Time Off</u>
After 1 Year	40 Hours
After 2 Years	80 Hours
After 3 Years	88 Hours
After 4 Years	96 Hours
After 5 Years	120 Hours
After 6 Years	128 Hours
After 7 Years	136 Hours
After 8 Years	144 Hours
After 9 Years	152 Hours
After 10 Years	160 Hours
After 11 Years	172 Hours

13.5: **Vacation Accumulation.** Vacation leave can only be accumulated in an amount not to exceed one hundred sixty (160) hours. Employees shall be permitted a minimum of one (1) day vacation credit at a time. Employees are limited to two (2) vacation periods per year, additional periods must receive permission of the Employer.

13.6: **Vacation Scheduling.** The employees shall be permitted to schedule their vacation in conjunction with their regular pass days.

ARTICLE XIV - HOURS OF WORK

- 14.1: **Work Day and Tour of Duty.** The normal workday shall consist of eight (8), ten (10) or twelve (12) consecutive hours. Employees shall normally work one hundred sixty (160) hours in a twenty-eight (28) day tour of duty.
- 14.2: **Overtime.**
- A. Overtime shall be paid at the rate of one and one-half (1-1/2) the hourly rate for all hours worked in excess of either eight (8) hours per day or one hundred and sixty (160) hours in the twenty-eight (28) day period. For employees scheduled to work ten (10) hours per day, overtime shall be paid for all hours worked in excess of ten (10) hours per day or one hundred sixty (160) hours in the twenty-eight (28) day period. For employees scheduled to work twelve (12) hours per day, overtime shall be paid for all hours worked in excess of twelve (12) hours per day or one hundred sixty (160) hours in the twenty-eight (28) day period.
 - B. An employee, may, at his option, elect compensatory time in lieu of payment of overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2). Compensatory time can be accumulated to a maximum of forty-eight (48) hours. There will be no cash out of compensatory time prior to separation of employment. (School liaison officers must use accumulated compensatory time during the school year)
 - C. Scheduled overtime for Road Patrol Officers non-command work will be assigned based on employee preferences through an overtime sign up sheet, with the most senior officer given preference.
- 14.3: **Court Time.** Employees who are subpoenaed or directed to testify in court, including probate court, license appeal board, or testify in court, including probate court, license appeal board, or liquor control commission hearings outside their regularly scheduled hours shall receive time and one-half (1-1/2) their regular straight time rate with a minimum of two (2) hours unless such court time results in a continuation of shift. If such court time is a continuation of shift, the employee shall be paid time and one-half (1-1/2) for all hours actually worked with no minimum.
- 14.4: **Callback Pay.** Employees called to work at times other than their regular shift shall receive a minimum of two (2) hours work or pay at time and one-half (1-1/2) their regular straight time rate of pay. The provisions of this Section do not apply to extension of shift situations.
- 14.5: **Trading of Pass Days.** Employees may trade pass days within a tour of duty, provided they first obtain the permission of the Sheriff or his designee. Such permission shall not be unreasonably withheld. An employee working on a voluntarily traded pass day shall be entitled to overtime premium only for those hours worked in excess of forty (40) hours per week. No employee shall trade pass days if such a trade would require the employee to work two (2) consecutive shifts.
- 14.6: **Shift Assignments.** Shift assignments shall be on a seniority basis. The Sheriff has the right to assign shifts for probationary employees during the probationary period. An employee with seniority, excluding a FTO, who is displaced by a probationary employee shall be assigned to the existing vacancy. Shift positions will be presented to the union employees once per year for the shift pick. Shift positions will be presented to the Union employees once every four (4) months for road patrol and 416 Secondary Road patrol. In the event that a deputy will be displaced on a shift due to a FTO or probationary employee being placed on that shift for training, the least senior deputy on the shift will be displaced.
- 14.7: **Shift Premium.** If assigned twelve (12) hour shifts: 40 cents per hour premium will be paid for all shifts starting

between 4:00 p.m. and midnight. Payment will be for all hours of the shift and all hours contiguous with the shift. For example, employees held over will receive the premium.

If working eight (8) hour shifts: 30 cents per hour premium for all shifts starting between 12 noon and 6:00 p.m. Night shift will be 40 cents per hour premium for shifts starting from 6:00 p.m. to 1:00 a.m. Payment will be for all hours of the shift and all hours contiguous with the shift. For example, employee held over will receive the premium.

- 14.8: **Lunch/Coffee Breaks.** Each employee shall be limited to a one-half (2) hour lunch break for each shift. In addition, each employee shall be limited to two (2) fifteen (15) minute coffee breaks while on an eight (8) or ten (10) hour shift and three (3) fifteen (15) minute coffee breaks for each shift with the breaks spaced out evenly during the shift. (ex. 8 and 10 hour shifts, one break in the first half, one break in the second half; 12 hour shift, one break every 4 hours). These coffee breaks shall not be used in conjunction with lunch breaks.
- 14.9: **Pyramiding.** There shall be no pyramiding or duplication of overtime premium, callback or court time pay.
- 14.10: **Callback Assignments.** In the event it becomes necessary to call in employees because of temporary vacancies due to illness, emergency leave, etc., the Employer will call employees in the classification affected by the temporary vacancy first.
- 14.11: **Schedule Change Notification.** The Employer shall notify an individual of changes in his/her schedule as soon as possible after the necessity for such changes becomes known. The Employer will endeavor to insure that a minimum twenty-four hours' notice is given.

ARTICLE XV - INSURANCE

- 15.1: **Hospitalization Insurance.**
- A. Effective 01/01/08, Health Plan (90/10). Employees contribute 10.5% of the premium cost of health insurance including prescriptions for 2008, 11% for 2009 and 12% for 2010. The 2008 retroactive insurance contribution shall be deducted from any retroactive pay paid under this agreement. The health plan will have a \$10//40 Rx card.
- B. Full-time employees who elect not to enroll in the group health insurance plan because they are eligible for coverage under another (non-County) health insurance plan available to their spouse or dependents may, upon proof of other non-County coverage for medical, opt out of the County's program. In lieu of insurance, the employee will be compensated a maximum of \$1,500 single, \$3,000 two-person and \$3,500 for family based on the coverage the employee would have qualified for (single, 2-person, family). The amount is to be paid in a lump sum check, separate from regular payroll, in November each year. If an employee should separate from the County, the amount due to the employee will be paid upon separation.
- Employees who opted out prior to December 31, 2007, and are covered by the county's plan through their spouse or dependents and have been receiving this benefit will be grandfather in.
- C. If an officer should die while in the line of duty, the Employer will continue health insurance coverage for three (3) additional months for the officer's covered dependants.
- 15.2: **Life Insurance.** The Employer agrees to pay the full premium on a life insurance policy of \$20,000.00 and A. D. and D for each employee. The employee may have the option of continuing life insurance policy after retirement at the group rate.

- 15.3: **Dental Insurance.** Effective January 1, 1998, the Employer agrees to furnish to the employee and his family a 75-50-50 CR \$800.00 (no orthodontics) dental insurance. Class I Benefits 75% - 25% co-pay. Class II Benefits 50% - 50% co-pay. Class III Benefits 50% -50% co-pay with annual maximum usage of \$800.00 per person.

Full-time employees who elect not to enroll in the group dental insurance plan because they are eligible for coverage under another (non-County) dental insurance plan available to their spouse or dependents may, upon proof of other non-County coverage for dental, opt out of the County's program. In lieu of insurance, the employee will be compensated 50% of the premium based upon the coverage the employee would have qualified for (single, 2-person, family). The amount will be paid in November with other medical health insurance opt out payments, separate from regular payroll.

15.4: **Sickness and Accident Insurance.**

- A. In consideration for the program of sickness and insurance benefits described in this section, the parties agree that their former program of paid sick days shall no longer continue to exist. No further use of time earned under the prior sick leave program, other than as provided by this Section, shall be permitted.
- B. Effective as soon as possible ratification of this Agreement, and continuing thereafter during the term of this Agreement, the Employer shall obtain and pay the required premiums for sickness and accident insurance for full-time employees covered by this Agreement. This coverage shall become effective the first (1st) workday following completion of thirty (30) calendar days of employment with the Employer. Employees who are eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal gross weekly wages, up to a maximum benefit of Five Hundred Dollars (\$500.00) weekly. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and eighth (8th) day of sickness, or a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, or any salary continuation program.
- C. Accrued sick days earned prior to January 1, 1985 shall be converted to a monetary amount to be used only as set forth in this subsection. The employee's sick leave credits as of December 31, 1984 will be multiplied by the employee's December 31, 1984 straight time hourly rate of pay. This conversion shall result in a monetary bank from which an employee may use in the following manner:
1. To supplement workers compensation or sickness and accident insurance benefits paid to an eligible employee, provided, however, the sum of any such sickness and accident insurance benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wages.
 2. Following exhaustion of the sickness and accident insurance benefits provided by the Employer's insurance carrier, the employee may draw from his bank a weekly amount not to exceed one hundred percent (100%) of his normal gross weekly wages.
 3. Upon death, retirement, or termination after five (5) years of service, the employee or his designated beneficiary will be paid one-half (2) of any amounts remaining in his/her sick leave bank.
- D. While an employee is on the sick and accident insurance for up to the maximum of twenty-six (26) weeks, the following benefits also accrued:

1. Seniority
2. Vacation
3. Longevity
4. Personal Days
5. Health Care Coverage
6. Dental Insurance
7. Life Insurance
8. Pension

15.5: **Workers Compensation.** Workers Compensation. By law, all County employees must be and are covered by Worker's Compensation insurance. Whenever any injury occurs, it will be the express obligation of the injured employee to report such injury immediately, if possible, to their department head. Any injury for which medical attention is sought or required will be reported by the injured as soon as possible to the employee's department head, in writing, with specific details as to the time, date and place of occurrence, as well as, specific details as to the type and cause of injury and the names of any witnesses to the same. Such report will be signed and dated by the injured employee, if possible, and a copy provided to the County Clerk. When on Worker's Compensation, employees will not draw their regular salary.

When on Worker's Compensation, employees will still receive their fringe benefits of all health, dental, life and short and long-term disability insurances that will be carried for a period not to exceed twelve (12) months. Upon the expiration of the twelve (12) month period of worker's compensation, the Sheriff may request from the Board of Commissioners consideration for an extension of the continuation of benefits for a period not to exceed an additional six (6) months.

15.6: **Unemployment Compensation.** The Employer shall provide Unemployment Compensation protection for all employees as provided for by the Michigan Employment Security Commission, as required by Law.

15.7: **Police Officer Liability Insurance.** The Employer shall pay the cost of false arrest insurance.

15.8: **Legal Representation.** It is agreed by the parties of this Agreement that the Employer shall provide to the employee such legal assistance as shall be required or needed as a result of good faith acts occurring when and while said employee is in the performance of his/her lawful police duties and responsibilities. This section shall only apply to civil litigation.

15.9: **Selection of Insurance Carriers.** The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 15.1 through Section 15.7, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains substantially the same.

ARTICLE XVI - RETIREMENT

16.1: **Pension.** The County shall provide the Michigan Municipal Employment Retirement System plan containing benefit level B-3, V-8, FAC-5 and F55 (with 15 years of service) and the employees will contribute 1%.

Effective the first full month after ratification of this contract by both parties, the pension plan contributions will be modified and the employer will contribute up to 10% of the retirement plan costs. The employees shall contribute any amounts in excess of 10% with this amount to be determined based on the county's annual actuarial figures from the retirement system from the prior year, with the changes in amounts to be implemented effective January 1st of each year. In the event the Union wishes to add or change the plan benefits by adding any standard MERS retirement system program, such changes can be made on September 1st of each year.

- 16.2: **Retiree Health Care.** Employees who retire may buy health insurance coverage under the Employer's group rates. Such insurance is at retiree's cost, provided it is available to the County through its normal plan and there is no cost to the County.

ARTICLE XVII - UNIFORMS AND EQUIPMENT

- 17.1: **Uniforms and Equipment.** The County shall provide such uniforms and equipment as the Sheriff and the County shall determine are necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment. The county shall assume the cost of necessary dry cleaning of such uniforms under such rules as the Sheriff may determine. For employees classified as Deputies, such uniform and equipment shall include the following items:

A. **Deputy Uniforms.**

1. 3 complete winter and summer uniforms;
2. 2 winter ties;
3. 1 winter and 1 summer hat;
4. 1 Sam Brown belt with revolver holder and cuff case;
5. 2 pair handcuffs;
6. 1 shirt badge;
7. 1 wallet badge;
8. 1 hat badge;
9. Stripes, bars, and name tags;
10. 1 winter and 1 summer jacket;
11. Flashlight;
12. Bullet-proof vest; (replaced upon manufacturer's recommendation)
13. Shoes (1 pair).

- 17.2: **Department Property.** Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown.

- 17.3: **Personal Property.** The Employer shall compensate any employee for the loss of any personal property that may be broken or damaged in the line of duty that is not due to the employee's own negligence or carelessness. Reimbursement to the employee by the Employer shall be limited to one hundred dollars (\$100.00) per incident. In the case of eyeglasses, the Employer will reimburse up to two hundred (\$200.00) dollars per incident.

Employees who use their own flashlight for road patrol duty may have the battery replaced once per contract, at a cost not to exceed \$30.

ARTICLE XVIII - WAGES

- 18.1: **Wage Schedules.** Attached hereto as Appendix A are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Appendix A and the contents hereof shall constitute a part of this Agreement. The wage rates are based on 3% for 2008, 1.5% for January, 2009, 1.5% for

July, 2009, 2% for January, 2010 and 1.5% for July 2010 increases on the base salary for each year of the contract.

- 18.2: **Retroactivity.** Retroactive pay shall only be paid to employees on the Sheriff Department payroll as of the date this Agreement is executed. Wages and insurance contributions are retroactive to January 1, 2008.
- 18.3: **New Classifications.** The Employer reserves the right to discontinue existing classifications and to establish new classifications. In the event the Employer should establish a new classification, the Employer agrees to negotiate with the Union concerning the rate of pay for such new classification. The discontinuance of any existing classification shall be subject to a special conference with the Union.
- 18.4: **Part Time.** The hourly rate for part-time employees in the classifications currently covered by the POLC shall be the start rate of the classification effective the date of the ratification, agreement and signing of this contract by the POLC, Sheriff and Board of Commissioners.
- 18.5: **New Hire Service Recognition.** A new hire may be recognized for their years of service as an officer. Officers with 5 years experience would be paid at Step 1 of the union scale; 10 years experience Step 2; 15 years experience Step 3; 20 years experience Step 4, upon hire.

ARTICLE XIX
LONGEVITY

- 19.1: **Longevity Benefit.** Employees shall be paid the following:

<u>Years of Service</u>	<u>Benefit Amounts</u>
5 - 9 years	\$190.00
10 - 14 years	\$380.00
15 - 19 years	\$570.00
20 years	\$760.00

- 19.2: **Longevity Payments.** Payments under this provision shall be made to all eligible employees on their anniversary date of each year as is the present County Policy for all other of its employees. Employees hired after January 1, 2005 are ineligible for longevity payments.

ARTICLE XX
EQUIPMENT, ACCIDENTS AND REPORTS

- 20.1: **Safety.** The Employer shall first consider the personal safety of the employees in establishing operational procedures.
- 20.2: **Safety Protests.** When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or Safety Committee.
- 20.3: **On the Job Injury.** An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority will be paid for the whole day.
- 20.4: **Vehicles.** The Employer shall not require employee to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by Law. It shall not be a violation of

this Agreement where an employee refuses to operate such equipment unless such refusal is unjustified.

- 20.5: **Accident Reports.** Any employee involved in any accident while on duty shall immediately report said accident and any physical injury sustained to the Employer. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.
- 20.6: **Equipment Reports.** It is the duty of the employee and he/she shall immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being an unsafe operating condition until same has been approved as being safe by the mechanical department.
- 20.7: **Safety Committee.** A safety committee shall be established which shall consist of the Sheriff, an appointee from the County Commission, and an appointee from the Bargaining Unit.

ARTICLE XXI
GENERAL

- 21.1: **Pay Periods.** The Employer shall provide for pay periods every two (2) weeks. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.
- 21.2: **Bonds.** Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.
- 21.3: **Lockers.** The Employer will provide washrooms and lockers for the changing and storing of clothing. No locker of an employee shall be opened by the Employer unless in the presence of the employee or Union representative such as a steward.
- 21.4: **First Aid Kits.** The Employer will furnish First Aid Kits for each unit of equipment.
- 21.5: **Rules and Regulations.** The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.
- 21.6: **Copies of Contract.** The Union agrees to deliver a copy of this Agreement to each employee.
- 21.7: **Bulletin Board.** The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and/or the use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union and the Employer or his representative.
- 21.8: **Mileage.** When an employee is required by the Employer to provide his own transportation to and from a job location or other related duties, he shall receive the same mileage allowance as the County Board of Commissioners may from time to time provide other County officers and employees, or will be provided with transportation by the Employer excluding to and from the job or work location.
- 21.9: **Special Conference.**
- A. Special conferences for important matters, not grievances or continuing negotiations, may be arranged between the Union and the Employer or its designated representative upon the request of either party.

- B. Such meetings shall be between not more than two (2) representatives of the Employer and not more than (2) representatives of the Local Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose pay for time lost in such special conferences, if normally scheduled to work. There shall not be more than one special conference per month.
- C. Special conferences, if agreed to, shall be scheduled within ten (10) calendar days after the request is made unless otherwise agreed.

21.10: **Subcontracting.** For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employees if it would cause a layoff of any of its present employees in the division affected, excluding seasonal, temporary employees, and process server, in the bargaining unit at the date of this Contract.

21.11: **Separability.**

- A. In the event that any provisions of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- B. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

21.12: **Random Drug Testing.** It is agreed that during the term of this agreement the employer may institute random drug testing provided the Union agrees in advance with the drug testing procedures.

ARTICLE XXII - MISCELLANEOUS AND SCOPE OF AGREEMENT

22.1: **Benefits Upon Retirement, Death or Termination.** If there should be a death of an employee, the employee's Department Head should notify the County Clerk. The employee's family should submit a copy of the death certificate to the County Clerk for verification of any accrued benefits or Life Insurance eligibility. Benefits accrued and allocated to the employee shall be paid to the employee's estate.

Upon retirement or termination, accrued benefits shall be paid in the employee's last payroll if the employee has no outstanding debts to the county. Accrued benefits to be paid shall include 100% of sick and vacation time remaining, at the regular hourly rate of pay of the employee. Personal Leave Days and Longevity are not eligible for payment upon death, retirement or termination of employment.

22.2: **Scope of Agreement Waiver.** It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreement or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

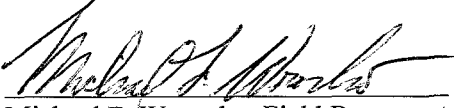
It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right 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 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 by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIII - TERMINATION

23.1: **Duration.** This Agreement shall remain in force until December 31, 2010, 11:59 p.m., and thereafter for successive periods of sixty (60) days unless either party shall, or before the sixtieth (60th) day period, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or any combination thereof, which shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

POLICE OFFICERS LABOR COUNCIL
OF MICHIGAN

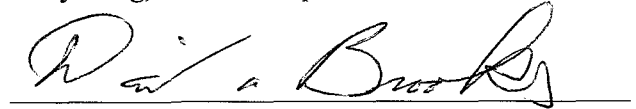

Michael F. Woronko, Field Representative



Don Williams, Local Representative


Brian Hunt, Local Representative

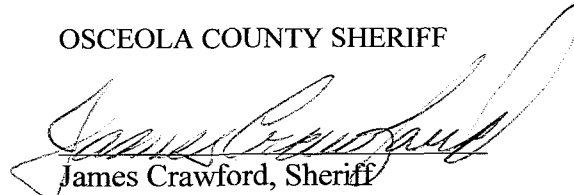
OSCEOLA COUNTY BOARD OF
COMMISSIONERS


Larry Emig, Board Chairperson


David Brooks, Collective Bargaining Representative


Roger Faber, Collective Bargaining Representative

OSCEOLA COUNTY SHERIFF


James Crawford, Sheriff

APPENDIX A

Effective the first full pay period on or after January 1, 2008, the following wage scale based on 2080 hours will be in effect.

<u>2008</u>	Annual (hourly)	Annual (hourly)	Annual (hourly)	Annual (hourly)	Annual (hourly)	Annual (hourly)
<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
DEPUTY	\$32,736 \$15.74	\$35,050 \$16.85	\$35,949 \$17.28	\$36,806 \$17.70	\$37,749 \$18.15	\$38,649 \$18.58
COURT BALIFF/ MARINE	\$32,029 \$15.40	\$34,321 \$16.50	\$35,221 \$16.93	\$36,099 \$17.36	\$37,042 \$17.81	\$37,963 \$18.25

01-January-09

Effective the first full pay period on or after January 1, 2009, the following wage scale based on 2080 hours will be in effect.

DEPUTY	\$33,227 \$15.97	\$35,575 \$17.10	\$36,489 \$17.54	\$37,359 \$17.96	\$38,315 \$18.42	\$39,229 \$18.86
COURT BALIFF/ MARINE	\$32,509 \$15.63	\$34,836 \$16.75	\$35,749 \$17.19	\$36,641 \$17.62	\$37,598 \$18.08	\$38,533 \$18.53

01-July-09

Effective the first full pay period on or after July 1, 2009, the following wage scale based on 2080 hours will be in effect.

DEPUTY	\$33,725 \$16.21	\$36,109 \$17.36	\$37,036 \$17.81	\$37,919 \$18.23	\$38,890 \$18.70	\$39,817 \$19.14
COURT BALIFF/ MARINE	\$32,997 \$15.86	\$35,359 \$17.00	\$36,286 \$17.45	\$37,191 \$17.88	\$38,162 \$18.35	\$39,111 \$18.80

01-January-10

Effective the first full pay period on or after January 1, 2010, the following wage scale based on 2080 hours will be in effect.

DEPUTY	\$34,400 \$16.54	\$36,831 \$17.71	\$37,777 \$18.16	\$38,677 \$18.59	\$39,668 \$19.07	\$40,613 \$19.53
COURT BALIFF/ MARINE	\$33,657 \$16.18	\$36,066 \$17.34	\$37,011 \$17.79	\$37,934 \$18.24	\$38,925 \$18.71	\$39,893 \$19.18

01-July-10

Effective the first full pay period on or after July 1, 2010, the following wage scale based on 2080 hours will be in effect.

DEPUTY	\$34,916 \$16.79	\$37,384 \$17.97	\$38,343 \$18.43	\$39,257 \$18.87	\$40,263 \$19.36	\$41,223 \$19.82
COURT BALIFF/ MARINE	\$34,162 \$16.42	\$36,607 \$17.60	\$37,566 \$18.06	\$38,503 \$18.51	\$39,509 \$18.99	\$40,491 \$19.47