

AGREEMENT

Between

OSCEOLA COUNTY BOARD OF COMMISSIONERS

and

OSCEOLA COUNTY SHERIFF

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2009 to December 31, 2011

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the Osceola County Board of Commissioners and the Osceola County Sheriff, hereinafter collectively referred to as the "Employer" and the Command Officers Association of Michigan, located at 27056 Joy Road, Redford, MI 48239-1949, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

1.1: Collective Bargaining Unit. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for:

All sergeants, corporals, lieutenants and captains in the Osceola County Sheriffs Department, excluding the Sheriff and the undersheriff.

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. 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 present and process grievances 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 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 COAM, 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 initiation fee and dues will be certified to the County by the Treasurer of the COAM.
- 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, 27056 Joy

Road, Redford, Michigan 48239 as prescribed above for the deduction and transmission of Union dues and initiation fees.

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 fee and/or initiation fee, or in reliance upon any list, notice, certification or 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
RIGHTS 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 of 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 provisions 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 which 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 may be present.
- 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, it may be appealed 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 be scheduled for a date mutually 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.

6.3: Arbitration Request. If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration by notifying the Sheriff and the Chairman of the County Salary and Personnel Committee 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 Association 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.

ARTICLE VII DISCIPLINARY PROCEDURE

7.1: Just Cause. The Sheriff shall not discharge or discipline a non-probationary employee except for just cause. 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 which occurred more than thirty-six (36) months previously.

7.3: Expedited Grievance. Should an employee who has been discharged or suspended for disciplinary reasons consider such discipline to be improper, any grievance must, within three (3) days of the date of suspension or discharge, be processed initially at Step 3 of the Grievance Procedure.

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 provisions 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 shall be defined as the length of an employee's continuous service with the Osceola County 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 he first commenced work. The applications of seniority shall be limited to the preferences and benefits specifically recited 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.)

9.2: Probationary Period. All new employees shall be considered probationary employees for a period of six (6) 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. The Sheriff may extend the probationary period in the case of any employee whose performance has not been satisfactory in the opinion of the Sheriff. The Sheriff may do so for an additional period not to exceed three (3) months, by giving written notice and reason therefore to the employee and the Union.

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 has the ability, training, and qualifications to perform the remaining required work.

9.4: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall end with the County in the Sheriff Department for any of the following reasons:

- A. He resigns or quits;
- B. He is discharged or terminated, unless overturned;
- C. He retires;
- D. He has been on layoff or sick leave of 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;
- E. He is absent from work for three (3) consecutive working days without notifying the Sheriff, unless otherwise excused;
- F. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which misdemeanor results in sentenced jail time;
- G. He fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff, or disciplinary suspension, unless otherwise excused.

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, as well as other qualified applicants, provided there are no other qualified candidates within the bargaining unit as determined by the Sheriff. If two or more individuals are similarly qualified for the job, the employee with the most seniority shall be given preference for 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 six (6) month trial period will be observed. 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.

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 twelve (12) months from date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion.

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 position in the Sheriff Department while any part time, temporary or irregular employees are serving in the same position in the Department.
- 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 classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the Department, provided, however, that he has greater seniority than the employee who he is to replace and he has the ability, 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 has been demoted.

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 seniority.

10.4: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, or hand delivered to the employee or the employee's last known address. 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. 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 request 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: Funeral Leave. Employees will be paid for three (3) consecutive days absence in the case of a death in his/her immediate family. One (1) day must be used to attend the funeral. Immediate family means Father, Mother, Sister, Brother, Child, Wife, Husband, Mother-in-Law, Father-in-Law, Step-parent, Step-child, Step-brother, Step-sister, Grandson, Granddaughter, Grandmother, Grandfather, Brother-in-Law, Sister-in-Law, and dependents living at home. In the event more than three (3) consecutive days are needed for funeral leave, additional time may be taken by the employee with the approval of the Sheriff. Such time shall be deducted from the employee's compensatory time bank, personal leave time, vacation leave, or sick leave, in that order. For other members of an employee's family, personal leave may be used to attend the funeral. All requests for personal leave time to be used for funeral purposes shall be made to the Sheriff or his designee twenty-four (24) hour 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 reemployed 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 designees seventy-two (72) 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.

11.7: Paid Sick Leave.

- A. All full-time employees covered by this Agreement shall be credited with seven (7) paid sick days (based on an eight (8) hour work shift) on January 1st of each year (Total of 56 hours). 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 or injury.
- 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 an 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 the 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. Employees with unused sick time shall be allowed to roll over two (2) days into the next year for a maximum of nine (9) 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 seven (7) days for that year. If the employee cashes 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 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.
 - 5. Because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- 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, except for Servicemember Family Leave.
- C. Servicemember Family Leave. Subject to Certification requirements, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period.
- D. Combined Total Leave. During the single 12-month period allowing leave to care for a servicemember, and eligible employee shall be entitled to a combined total of 26 workweeks of leave for purposes described as FMLA leave (including leave for qualifying exigencies and leave to care for a servicemember). Nothing in this paragraph shall be construed to limit the availability of leave under paragraph one (1) during any other 12-month period.
- E. Where a husband and wife are employed by the same employer, the aggregate number of work weeks of leave to which both may be entitled is limited to twelve weeks during any twelve month period of time where the leave is being taken following birth or placement of a child for adoption or foster care or the leave is taken to care for a sick

parent who has a serious health condition. The aggregate number of workweeks of leave to which both a husband and wife may be entitled under may be limited to 26 workweeks during a single 12-month period if the leave is for caring for a service member or a combination caring for a service member and other allowable leaves.

- F. 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 Employers' 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 recertification at any reasonable interval.

Verbal notice will be sufficient to make the employer aware that the employee requires time off that qualifies as an FMLA leave. The employer may require, however, that the employee follow the written procedure requirements for requesting leaves without pay as soon as practical.

- G. 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.
- H. 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.
- I. 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 conditions

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.

- J. 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, or as the Act is amended.

**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. 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.
- D. An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay.

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. 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 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. After May 1st, employees on a first come first serve basis, may request vacation according to Section 13.3.

13.3: Vacation Request. Employees requesting vacation leave shall do so in writing to the Sheriff or his designee, not less than fourteen (14) days prior to the start of such leave. The Sheriff or his designee shall notify the employee in writing at least seven (7) days prior to the start of the requested leave, of his approval or denial.

13.4: 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	176 Hours

13.5: Vacation Accumulation. Vacation leave can only be accumulated in an amount not to exceed one hundred seventy-six (176) hours at the end of the hiring and anniversary date, however, 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 work day 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 (1½) 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 (1½). Compensatory time must be taken within three (3) pay periods of when it is earned.

14.3: Court Time. Employees who are subpoenaed or directed to 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 (1½) 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 (1½) for all hours actually worked with no minimum.

14.4: Call-Back 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 (1½) 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 eight (8) or ten (10) hours on the traded day. No employee shall trade pass days if such a trade would require the employee to work two (2) consecutive shifts.

14.6: Work in Higher Classification. Employees who are assigned to work in a higher classification shall be paid at their same step in the higher classification, provided the employee works four (4) or more consecutive hours in the higher classification.

14.7: Shift Assignments. Shift assignments shall be on a seniority basis.

14.8: Lunch/Coffee Breaks. Each employee shall be limited to a one-half (½) hour lunch break for each shift. In addition, each employee shall be limited to two (2) fifteen (15) minute coffee breaks for each shift with one (1) in the first half of the shift and one (1) in the second half of the shift. 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, call-back or court time pay.

14.10: Call-Back 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.

ARTICLE XV
INSURANCE

15.1: Hospitalization Insurance. Health Plan (BCBS PPO 2 benefit level). Effective upon ratification employees will contribute eleven (11%) percent for 2009, eleven and one-half (11.5%) percent for 2010 and twelve (12%) percent of the premium cost of health insurance including prescriptions, said deductions will be made on a bi-weekly basis. Effective 01/01/06, Osceola County will carry a \$10/\$40 prescription drug card.

- A. The County may self-insure for health insurance.
- B. Full time employees who elect not to enroll in the group health insurance plan because they are eligible for coverage under another health insurance plan available to their spouse or dependents may, upon proof of other coverage for medical and/or dental insurance, opt out of the County's program. In lieu of insurance, the employee will be compensated at \$1,500.00 single coverage, \$3,000.00 two person coverage and \$3,500.00 for full family coverage to be paid in a lump sum check, separate from regular payroll, in the first pay period of December each year. If an employee should separate from the County, the amount due to the employee will be paid upon separation.

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 and AD&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, 1990, the Employer agrees to furnish to the employee and his family a 75-50-50 CR \$800 (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 per person.

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. 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. 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.

Effective as soon as possible upon ratification of this Agreement and continuing thereafter during the term of this Agreement, the Employee shall have the option of obtaining a long term sickness and accident insurance policy for a 52 weeks period, with the employee paying the difference between the 26 weeks policy and the 52 weeks policy premiums.

- 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 ($\frac{1}{2}$) of any amounts remaining in his 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 accrue:
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. Whenever any injury occurs, it shall 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 shall 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 shall be signed and dated by the injured employee, and a copy provided to the County Clerk.

- A. Continuation of Benefits. When on Workers' Compensation, employees will still receive their fringe benefits of all health, dental, life and short and long term disability insurances which will be carried for a period not to exceed twelve (12) months. Upon the expiration of the twelve (12) month period of Workers' 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 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.

15.10: Benefits Paid Upon Death. 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 benefits or life insurance eligibility. Benefits accrued and allocated to the employee shall be paid to the employee's estate. Accrued benefits to be paid shall include 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.

**ARTICLE XVI
RETIREMENT**

16.1: Pension. Effective 1-1-88 the County shall provide the Michigan Employment Retirement System plan containing benefit level "B-2" and F55 (with 15 years of service). The County agrees to pay the full premiums and costs to the Michigan Employment Retirement System.

The employees have voted to improve the pension to the B-4 level and the employer contribution is 10% of the total retirement plan costs. Effective March 1, 2009 or as soon thereafter as MERS allows, the pension plan contributions will be modified and the employer will contribute up to eleven (11%) percent for 2009, twelve (12%) percent for 2010 and thirteen (13%) percent for 2011 of the total retirement plan costs. The employees shall contribute any amounts in excess of these percentages with the amount to be determined based on the County's actuarial figures from the retirement system, from the prior year, with the changes in the amounts to be implemented effective January 1st of each year. The Employer agrees not to change any of the current actuarial assumptions.

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 the necessary dry cleaning of such uniforms under such rules as the Sheriff may determine. For employees classified as corrections division and road division, such uniform and equipment shall include the following items, unless specifically designated for one division:

- A. 3 complete winter and summer uniforms;
- B. 2 winter ties (road) and one (1) winter tie (corrections);
- C. 1 winter and 1 summer hat (road);
- D. 1 baseball-style cap (corrections);
- E. 1 holster utility belt and cuff case (road);
- F. 1 trouser belt;
- G. 1 pair handcuffs;
- H. 1 shirt badge (road);
- I. 1 wallet badge (road);
- J. 1 hat badge (road);
- K. Stripes, bars, and name tags as required for appropriate uniform;
- L. 1 winter jacket;
- M. 1 summer jacket (road);
- N. Flashlight (road);
- O. 1 Bullet-proof vest (road);
- P. Shoes/boots (1 pair) every two years. The employer will reimburse employees up to \$200.00 for each pair of shoes/boots.

The employer need not necessarily replace uniforms with new uniforms, however, uniforms issued to employees shall be in good repair and fit properly. One (1) uniform shall consist of one (1) pair of pants and one (1) shirt.

17.2: Departmental 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 due to the employee's negligence or carelessness.

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 which 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 one hundred fifty (\$150.00) dollars per incident.

17.4: Clothing Allowance. Employees classified as Detective Sergeant who are required to work in plainclothes shall receive a clothing allowance of five hundred dollars (\$500) per year.

17.5: Boot/Shoe Reimbursement. The Employer agrees to reimburse employees up to \$200.00 every two (2) years for the purchase of uniform shoes/boots.

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.

18.2: Retroactivity. Retroactive pay shall be paid only to employees on the Sheriff Department payroll as of the date this Agreement is executed or who were disabled or retired during the life of this Agreement.

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.

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.

19.3: Effective January 1, 2005, employees promoted into the command unit will bring their longevity entitlement with them from the lower unit. If no entitlement exists, they will not be entitled to longevity in the command unit.

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 employees 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 employees refuse 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 shall immediately, or at the end of his 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 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 in 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 wash rooms 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 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 for 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 two (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 provision 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.

**ARTICLE XXII
SCOPE OF AGREEMENT**

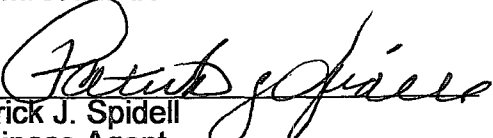
22.1: Waiver. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and 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.

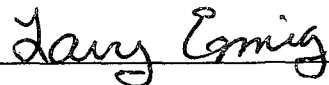
**ARTICLE XXIII
TERMINATION**

23.1: Duration. This Agreement shall be in full force and effect from January 1, 2009, to and including December 31, 2011. Not earlier than sixty (60) days prior to the expiration of the contract, either party may request that the other commence negotiations for a new or modified agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.


COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

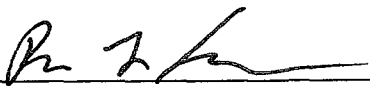

Patrick J. Spidell
Business Agent

OSCEOLA COUNTY BOARD OF
COMMISSIONERS

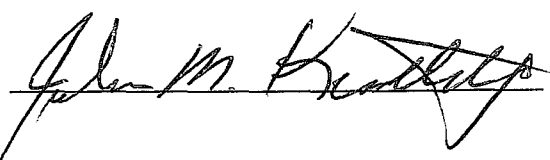


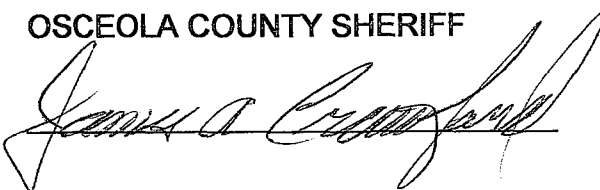
OSCEOLA COUNTY COMMAND
OFFICERS ASSOCIATION





OSCEOLA COUNTY SHERIFF





APPENDIX A

Effective the first full pay period on or after January 1, 2009, the following wage scale based on 2080 hours will be put into effect based on 1.75% increase.

<u>Classification</u>	<u>Annual Salary</u>
Captain	\$44,667 (\$21.47/hr)
Jail Administrator/ Lieutenant	\$43,667 (\$20.99/hr)
Road Sergeant	\$42,585 (\$20.47/hr)
Corrections Sergeant	\$37,300 (\$17.93/hr)

Effective the first full pay period on or after January 1, 2010, the following wage scale based on 2080 hours will be put into effect based on 1.75% increase.

<u>Classification</u>	<u>Annual Salary</u>
Captain	\$45,431 (\$21.84/hr)
Jail Administrator/ Lieutenant	\$44,431 (\$21.36/hr)
Road Sergeant	\$43,330 (\$20.83/hr)
Corrections Sergeant	\$37,953 (\$18.25/hr)

Effective the first full pay period on or after January 1, 2011, the following wage scale based on 2080 hours will be put into effect based on 1.75% increase.

<u>Classification</u>	<u>Annual Salary</u>
Captain	\$46,208 (\$22.22/hr)
Jail Administrator/ Lieutenant	\$45,208 (\$21.73/hr)
Road Sergeant	\$44,089 (\$21.20/hr)
Corrections Sergeant	\$38,617 (\$18.57/hr)

Community BlueSM PPO Plan 2



Benefits-at-a-Glance - See Optional Riders for modifications to Standard Benefit Description

This is intended as an easy-to-read summary. It is **not a contract**. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-network	Out-of-network
Deductible, copays and dollar maximums		
Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.		
Deductible	\$100 for one member, \$200 for the family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$250 for one member, \$500 for the family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed dollar copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent copays	10% for general services, waived if service is performed in a PPO physician's office , and 50% for mental health care, substance abuse treatment and private duty nursing	30% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
Copay dollar maximums		
• Fixed dollar copays	None	None
• Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	\$500 for one member, \$1,000 for two or more members per calendar year	\$1,500 for one member, \$3,000 for two or more members per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar maximums	\$1 million lifetime per covered human specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted for individual services	
Preventive care services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year		
Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100%*	Not covered
Fecal occult blood screening	Covered – 100%*, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%*, one per calendar year	Not covered
Mammography		
Mammography screening	Covered – 90% after deductible	Covered – 70% after deductible
	One per calendar year, no age restrictions	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

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	In-network	Out-of-network
Mental health care and substance abuse treatment		
Inpatient mental health care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient mental health care		
• Facility and clinic	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's office	Covered – 50%	Covered – 50% after deductible
Outpatient substance abuse treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount that is adjusted annually	
Other covered services		
Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 70% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 70% after deductible
Chiropractic spinal manipulation	Covered – 100%	Covered – 70% after deductible
	Up to 24 visits per calendar year	
Outpatient physical, speech and occupational therapy		
• Facility and clinic	Covered – 90% after deductible	Covered – 90% after deductible
• Physician's office – excludes speech and occupational therapy	Covered – 100%	Covered – 70% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable medical equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and orthotic appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	Not covered	Not covered
Optional riders selected		
Rider CBC-MT, Copay Requirement for Manipulative Treatments	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits.	

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	In-network	Out-of-network
Physician office services		
Office visits	Covered – \$10 copay	Covered – 70% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 90% after deductible	Covered – 70% after deductible, must be medically necessary
Office consultations	Covered – \$10 copay	Covered – 70% after deductible, must be medically necessary
Urgent care visits	Covered – \$10 copay	Covered – 70% after deductible, must be medically necessary
Emergency medical care		
Hospital emergency room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Diagnostic services		
Laboratory and pathology services	Covered – 90% after deductible	Covered – 70% after deductible
Diagnostic tests and x-rays	Covered – 90% after deductible	Covered – 70% after deductible
Therapeutic radiology	Covered – 90% after deductible	Covered – 70% after deductible
Maternity services provided by a physician		
Prenatal and postnatal care	Covered – 100%	Covered – 70% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 90% after deductible	Covered – 70% after deductible
	Includes delivery provided by a certified nurse midwife	
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	Covered – 90% after deductible	Covered – 70% after deductible
Note: Nonemergency services must be rendered in a participating hospital.	Unlimited days	
Inpatient consultations	Covered – 90% after deductible	Covered – 70% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 70% after deductible
Alternatives to hospital care		
Skilled nursing care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Home infusion therapy – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Surgical services		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 70% after deductible
Presurgical consultations	Covered – 100%	Covered – 70% after deductible
Voluntary sterilization	Covered – 90% after deductible	Covered – 70% after deductible
Human organ transplants		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504); specific criteria applies	Covered – 90% after deductible	Covered – 70% after deductible
Kidney, cornea and skin	Covered – 90% after deductible	Covered – 70% after deductible

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