

AGREEMENT BETWEEN

**OSCEOLA COUNTY  
BOARD OF COMMISSIONERS**

AND

**OSCEOLA COUNTY SHERIFF**

AND

**Police Officers Association of  
Michigan  
Corrections Unit**

EFFECTIVE JANUARY 1, 2010 TO DECEMBER 31, 2012

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## AGREEMENT

THIS Agreement made and entered into this 20th day of July, 2010, 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 Association of Michigan, 27056 Joy Road, Redford, Michigan, 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 full-time and regular part-time corrections personnel of the Osceola County Sheriff Department, BUT EXCLUDING the Sheriff, undersheriff, sergeants, lieutenants, corporals, 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) **Part-time Employee.** A part-time employee is an employee who is regularly scheduled to work for less than 40 hours per week.

c) **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.

d) **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 or part-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. 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 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 or their designee.

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 Association of Michigan (POAM), 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 Association of Michigan (POAM).
- 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 seven (7) 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, the Union may appeal by submitting the grievance to the Chairman of the Personnel and Administration Committee of the County Board of Commissioners or his designee within ten (10) days following receipt of the Sheriff's or his designee'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 Personnel and Administration Committee and the Sheriff or their designees. 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 Personnel and Administration 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 Personnel and Administration Committee or their designees 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.

#### 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 which occurred more than thirty-six (36) months previously. Minor discipline (that which does not result in time off) and disciplinary suspensions of one or two days will be removed from the employee's file after twelve (12) months.

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 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: Superseniorty. The Steward shall be granted superseniorty 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;
- B. He/she is discharged or terminated, unless overturned;
- C. He/she retires;
- D. 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;
- E. He/she 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/she 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. 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 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/she held at the time of his/her promotion and he/she shall maintain the seniority rank he/she had at the time of his/her promotion.

9.7: **No Bump Language.** No road deputy shall be able to bump out any correction deputy out of any job position or seniority level, within the correction's division, due to layoffs or any other circumstances, even if that road deputy has more time and seniority within the 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 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/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.

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: **Funeral / Emergency 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 designees 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 shall be credited with seven (7) paid sick days (based on an eight (8) hour work shift) on January 1<sup>st</sup> of each year. 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 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. Employees with unused sick time shall be allowed to roll over twenty-four (24) hours into the next year for a maximum of eighty (80) hours credit on January 1<sup>st</sup> of each year.
- E. At the end of each year, the employee shall cash in his unused sick leave up to fifty-six (56) hours 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.
  - 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, an 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 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.

Verbal notice will be sufficient to make the employer aware that the employee requires time off that qualifies as a 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 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.



- 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.

11.9 **Payment for Benefits Upon Exhaustion of Leave Time.** The Employer allows an eight (8) hour grace period per month when an employee runs out of all paid time off for those employees who have exhausted all paid time off for purposes of sickness or injury and have not applied for leave under the Family Medical Leave Act, but continue to be off work for continuous period up to eight (8) days and are absent without leave.

Employees absent without leave (excused or unexcused) shall pay a pro-rated portion of the following benefits for each hour in excess of 8 hours of unpaid leave per month at the hourly rate established for these costs to keep the employment relationship open: Life Insurance, Disability Insurance, Health Insurance and Dental Insurance.

#### **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 (First Monday in May)
Christmas Eve Day (4 hours)	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;
- 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.** 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 February 1st pursuant to Section 13.2.

13.2: **Vacation List.** On January 2nd of each year, a vacation list shall be posted in the Sheriff's Department. Eligible employees shall have, by seniority, until February 1st to select their vacation. Up to fifty percent (50%) or a maximum of 80 hours of unused vacation days may be redeemed for cash, vouchered for at the employee's anniversary date. After February 1st, employees on a first come first serve basis, may request vacation according to Section 13.3.

13.3: **Vacation Period.** (Act 312 Arbitration) All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

<b><u>Seniority Required</u></b>	<b><u>Time Off</u></b>
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

13.5: **Vacation Accumulation.** Vacation leave can only be accumulated in an amount not to exceed one hundred seventy-two (172) 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 work day shall consist of eight (8) 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 employee 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 may be earned up to the amount of 36 hours to be utilized within 12 weeks. In the case of a period of 12 weeks and 12 hours of compensatory time has not

been earned, the amount of earned time may accumulate until the amount of 12 hours has been reached at which time it needs to be scheduled to be utilized within the forthcoming 12 week period.

- C. Scheduled overtime shall be equalized among all employees as practicably as possible. The Employer and Union agree while the employees are working 12 hour shifts, under Section 14.2 Overtime, part "c", part-time employees will be called first for overtime for Vacation, Personal Leave or Compensatory Time vacancies. Sick time and Funeral Leave vacancies will be filled on a seniority basis with full-time employees being called first, prior to part-time employees.

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: 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 (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. In the event an employee with seniority, excluding a FTO, is displaced on a shift due to an FO or a probationary employee being placed on the shift for training, the least senior officer on the shift will be displaced. Shift positions will be presented to the union employees every six months for the shift pick.

14.7: Shift Premium. Forty cents (.40) per hour shall be paid for all employees working hours between 6:00 p.m. and 6 a.m.

14.8: Lunch/Coffee Breaks. Each employee shall be limited to a one-half (1/2) 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.

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.

14.12: Temporary Assignment of Corrections Sergeant's Duties. When a correction officer is assigned by Administration in writing to perform the responsibilities of a Correction's Sergeant, they will receive the Corrections Sergeant's rate of pay from the date they commence the duties. When a correction officer returns to their correction officer normal duties, they will return to their appropriate POAM corrections bargaining unit pay level, and the time spent as a Correction's Sergeant command officer will be recognized for POAM Corrections bargaining unit seniority.

#### ARTICLE XV - INSURANCE

15.1: Hospitalization Insurance.

A. The Employer will offer the Blue Cross / Blue Shield PPO 90-10, 100/200 deductible plan with a \$10 generic / \$40 brand name co-pay prescription drug card. The employees will contribute 12% of the premium rate per month for 2010 and 2011 and 13% of the premium rate per month for 2012 as contribution for the Health Insurance Plan upon ratification and implementation of this contract. The County may self-insure for health insurance. An outline of the Plan will be attached as Appendix B. to the contract.

B. Full-time employees who elect not to enroll or participate in the County's group medical 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, opt out of the County's program. In lieu of insurance, the employee will be compensated a flat rate as follows: \$ 1,500 single, \$3,000 two-person or \$3,500 family, for health insurance for their eligible covered election. (Employees who opted out prior to February 22, 2007 and are covered by the county's plan through their spouse or dependents and have been receiving this benefit will be grandfathered in.) A lump sum check will be issued in November, separate from regular payroll to the employee each year.

15.2: Life Insurance. The Employer agrees to pay the full premium on a life insurance policy of \$30,000.00 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. Employees who elect to not enroll or participate in the County's dental program will receive the same opt-out amounts as the general non-union employees as established by Board of Commissioners' policy.

15.4: Sickness and Accident Insurance.

A. Effective as soon as possible upon 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 for a period of 26 weeks. 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.

- B. 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 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. While an employee is on the sick and accident insurance for up to a 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: Vision Insurance Vision insurance is available through the County's insurance program at the employee's own expense. Premium amounts are paid through employee payroll deduction.

15.6: Workers Compensation. Workers Compensation. By law, all County employees must be and are covered by Workers 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 Workers Compensation, employees will not draw their regular salary.

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.

15.7: 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.

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

15.9: 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.

15.10: **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.** 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 Employer agrees to consider and implement a request by majority vote of the POAM membership to improve the current MERS pension system by adding either the FAC-3 rider, F50/25, V-8 or improving the benefit level from B-2 to B-3.

The employees shall pay the entire cost by payroll deduction to improve these benefits.

The membership shall consider an improvement in January. Notice must be served on the Employer and the POAM by no later than January 31st. Upon proper written notice, the POAM will obtain the actuarial costs from MERS for the designated improvement and present such to the County who will make arrangements for implementation.

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 a Corrections Officer, such uniform and equipment shall include the following items:

1. 2 pair pants;
2. 5 shirts - (2) long sleeve and (3) short sleeve;
3. 1 winter jacket;
4. 1 belt, where needed;
5. All uniform brass;
6. 1 pair of handcuffs;
7. Footwear (1 pair) \$100 every two years.
8. 1 badge
9. Bullet proof vest as needed as determined by the Sheriff or designee.

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 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 two hundred (\$200.00) dollars per incident.

#### 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 the following:

2010 - Beginning April 1<sup>st</sup> - 2%; 2011 - 0.0%; 2012 - 0.0%

If another union contract is settled with a higher packaged cost than the POAM contract, an option will exist to open up the contract to discuss wages for 2011 or 2012.

18.2: **Retroactivity.** Upon ratification and Employer adoption of the contract retro pay will be awarded commencing from April 1, 2010, to be paid by separate check in a payroll as soon as feasible.

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 POAM shall be \$9.52 per hour, with the same percentage increases awarded for each year as per Section 18.1. Wage Schedules.

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.

#### ARTICLE XX - EQUIPMENT, ACCIDENTS AND REPORTS

20.1: **Safety.** The Employer shall first consider the personal safety of the employees in establishing operational procedures. OSHA and MIOSHA Standards will be followed when addressing any Bio-Hazardous situation with appropriate training provided to staff.

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. If ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest or may refuse to perform the work and document the refusal in writing to the supervisor for submission before the end of the shift. The employee shall refer the matter to the Safety Committee in writing within 12 hours for consideration and recommendation. The County shall not discipline, layoff or take any actions against any employee who refuses to perform the work under a safety protest, unless such a refusal is determined to be unjustified by the Safety Committee. 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. If there is not a satisfactory resolution through the Safety Committee, the issue will go directly to Step 3 of the Grievance Procedure.

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 or designee, a designated appointee from the County Commission or designee, 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 provided 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 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.
- H. 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.** As part of a random drug (but not alcohol) testing program. Random selections are made by an outside entity using a scientifically valid method. Under this method, the Employer has no discretion in the random selection of employees for testing, and each employee has an

equal chance of being tested each time selections are made, even if the employee has already recently been selected. Random testing is conducted throughout the calendar year; test dates are unannounced and unpredictable. When an employee is notified they have been randomly selected for testing, the employee must proceed to the test site immediately. An employee may be randomly tested for prohibited drug use anytime while on duty. Approximately 20% of employees will be randomly tested annually. Random testing is contingent on an annual appropriation being made for such testing by the County Board.

21.13: **Prisoner Transports**. Corrections officers will have the option to perform prisoner transports but will not be required to perform prisoner transports if they have not been trained or qualified to carry a weapon.

## 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 50% of sick and 100% of 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.

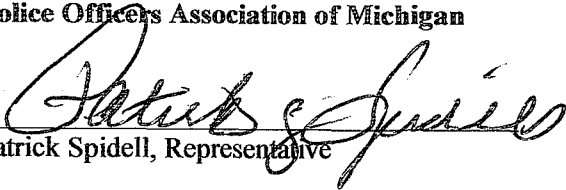
22.2: **Scope of Agreement Waiver**. It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the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

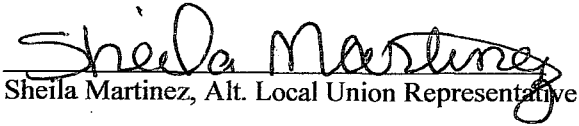
## ARTICLE XXIII - TERMINATION

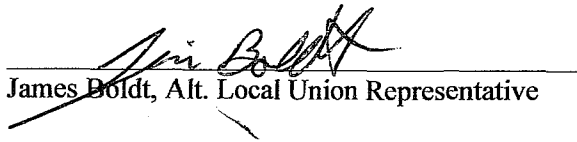
23.1: **Duration**. This Agreement shall remain in force until December 31, 2012, 11:59 p.m., and thereafter for successive periods of sixty (60) days unless either party shall, or before the sixtieth (60th) day period, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or any combination thereof, 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 Association of Michigan**

  
Patrick Spidell, Representative

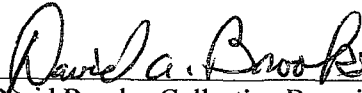
  
Donald Church, Local Union Representative

  
Sheila Martinez, Alt. Local Union Representative

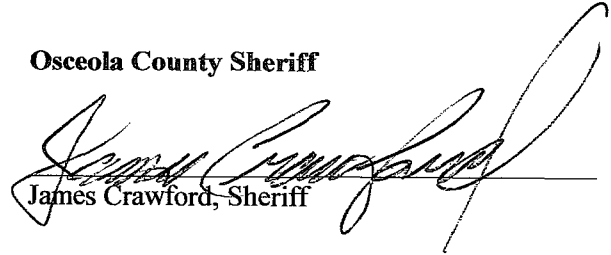
  
James Boldt, Alt. Local Union Representative

**Osceola County Board of Commissioners**

  
Larry Emig, Chairperson

  
David Brooks, Collective Bargaining Representative

**Osceola County Sheriff**

  
James Crawford, Sheriff

## APPENDIX A

Effective January 1, 2010 the following wage scale based on 2080 hours will be in effect.

<u>CLASSIFICATION</u>	Annual (hourly) <u>START</u>	Annual (hourly) <u>6 MONTHS</u>	Annual (hourly) <u>1 YEAR</u>	Annual (hourly) <u>2 YEAR</u>	Annual (hourly) <u>3 YEAR</u>	Annual (hourly) <u>4 YEAR</u>
<b>CORRECTIONS</b>	<b>29,432</b> 14.15	<b>31,346</b> 15.07	<b>31,886</b> 15.33	<b>32,968</b> 15.85	<b>33,800</b> 16.25	<b>34,611</b> 16.64
<b>PART-TIME CORRECTIONS</b>	<b>9.52</b>					

Effective April 1, 2010 the following wage scale based on 2080 hours will be put into effect.

<u>CLASSIFICATION</u>	Annual (hourly) <u>START</u>	Annual (hourly) <u>6 MONTHS</u>	Annual (hourly) <u>1 YEAR</u>	Annual (hourly) <u>2 YEAR</u>	Annual (hourly) <u>3 YEAR</u>	Annual (hourly) <u>4 YEAR</u>
<b>CORRECTIONS</b>	<b>30,014</b> 14.43	<b>31,970</b> 15.37	<b>32,531</b> 15.64	<b>33,634</b> 16.17	<b>34,466</b> 16.57	<b>35,298</b> 16.97
<b>PART-TIME CORRECTIONS</b>	<b>9.71</b>					