

Sheriff

12/31/92

AGREEMENT
BETWEEN
OSCEOLA COUNTY BOARD OF COMMISSIONERS
AND
OSCEOLA COUNTY SHERIFF
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Osceola County



AGREEMENT

Between

OSCEOLA COUNTY BOARD OF COMMISSIONERS

and

OSCEOLA COUNTY SHERIFF

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 1990 to December 31, 1992

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, 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 28815 West Eight Mile Road, Livonia, Michigan, 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 and lieutenants 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 pay his own way and assume 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, 28815 West Eight Mile Road, Livonia, Michigan 48152, as prescribed above for the deduction and transmission of Union dues and initiation fees.

4.2: Hold Harmless. The Union agrees to indemnify and save harmless the Employer against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees provided by this Agreement.

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 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. 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.
- 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.

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. The Union acknowledges, however, that progressive discipline need not be utilized for major offenses. Progressive discipline shall follow the following guidelines:

- A. Verbal reprimand/warning followed up with a memo to the employee.
- B. Written reprimand/warning. Any written reprimand will be signed by the officer issuing it and signed by the person receiving it. If the receiving officer feels the reprimand is unjust, he may appeal it to a board consisting of supervisors within the Department which may also include the Sheriff.
- C. More severe discipline.

7.2: Record. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than twenty-four (24) months previously. Minor discipline (that which does not result in time off) will be removed from the employee's file after twelve (12) months.

7.3: Expedited Grievance. Should an employee who has been 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. 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 therefor to the employee and the Union. Until an employee has completed the probationary period, he may be laid off or terminated at the Employer's discretion without regard to this

Agreement and without recourse to the Grievance and Arbitration Procedures.

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 is convicted of a felony;
- 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 department, it shall be offered to employees within the department, as well as other qualified applicants. 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.

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, to 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.

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-two (32) hours of personal leave time with pay each calendar year. For new employees allowable personal leave time shall be prorated at the rate of eight (8) 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 who are regularly scheduled to work eight (8) hours per day shall be credited with six (6) paid sick leave days on January 1 of each year beginning in 1985. Full-time employees regularly scheduled to work ten (10) hours per day shall be credited with

- five (5) paid sick leave days. 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.
 - D. Sick leave benefits shall be charged against the employee's sick leave account in the amount taken.
 - E. At the end of each year, the employee shall cash in his unused sick leave 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.

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. 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.

12.6: Election Day. Employees scheduled to work on any National or State Election day will be given one (1) hour off for the purpose of voting without loss of any pay upon presentation of proof of eligibility to vote and notice of their desire to vote given their immediate supervisor at least one (1) day in advance provided the employee is required to work the full-time during which said polls are open. Time taken shall be either the first or last hour of the work day when the polls are open.

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. 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> |
|---------------------------|-----------------|
| 1 Year | 40 Hours |
| 2 Years | 80 Hours |
| 3 Years | 88 Hours |
| 4 Years | 96 Hours |
| 5 Years | 120 Hours |
| 6 Years | 128 Hours |
| 7 Years | 136 Hours |
| 8 Years | 144 Hours |
| 9 Years | 152 Hours |
| 10 Years | 160 Hours |

13.5: Vacation Accumulation. Vacation leave can only be accumulated in an amount not to exceed one hundred sixty (160) 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) 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.
- 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 the pay period that it is earned or the following period.

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: Shift Premium. Twenty cents (20¢) per hour shall be paid for all employees working hours between 4:00 p.m. and 12 midnight. Twenty-five (25¢) per hour shall be paid for all employees working hours between 12 midnight and 8:00 a.m.

14.9: Lunch/Coffee Breaks. Each employee shall be limited to a one-half ($\frac{1}{2}$) 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.

14.10: Pyramiding. There shall be no pyramiding or duplication of overtime premium, call-back or court time pay.

14.11: 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. The Employer shall furnish the employee and his family with benefits as outlined in the "Employee Health Benefit Plan for Osceola County Plan A" which is attached hereto as Appendix B, except as provided in Section 15.1(a)(1) through (6).

- A. The employees agree to accept the following cost containment measures for health care coverage.
 1. Predetermination.
 2. Second surgical opinion.
 3. Second surgical opinion on certain elective surgeries.
 4. Increase prescription co-pay to \$3.00 with generic drugs and a "DAW" provision.
 5. Adopt the DRI 275-550 rider on hospitalization with Employer reimbursing employees if utilized. Deductibles on master medical \$50/\$100 remain and are obligation of employees.

6. The County may self-insure for health insurance.

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. Effective as soon as possible following ratification of this Agreement, and continuing thereafter during the term of this Agreement, the Employer shall obtain and pay the required premiums for sickness and accident insurance for full-time employees covered by this Agreement. This coverage shall become effective the first (1st) workday following completion of sixty (60) 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 Three Hundred Twenty-Five Dollars (\$325.00) weekly. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and eighth (8th) day of sickness, or a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability, for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers' compensation, or any salary continuation program.

- C. Accrued sick days earned prior to January 1, 1985 shall be converted to a monetary amount to be used only as set forth in this subsection. The employee's sick leave credits as of December 31, 1984 will be multiplied by the employee's December 31, 1984 straight time hourly rate of pay. This conversion shall result in a monetary "bank" from which an employee may use in the following manner:
1. To supplement workers compensation or sickness and accident insurance benefits paid to an eligible employee, provided, however, the sum of any such sickness and accident insurance benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wages.
 2. Following exhaustion of the sickness and accident insurance benefits provided by the Employer's insurance carrier, the employee may draw from his "bank" a weekly amount not to exceed one hundred percent (100%) of his normal gross weekly wages.
 3. Upon death, retirement, or termination after five (5) years of service, the employee or his designated beneficiary will be paid one-half ($\frac{1}{2}$) of any amounts remaining in his sick leave bank.
- D. For purposes of satisfying eligibility requirements for the sickness and accident insurance, two (2) additional days will be added to the employees bank when said employees currently have six (6) days in the bank and become sick or injured.
- To be eligible, employees must have all six (6) days unused at time they become sick or injured and become subject to the insurance provisions.
- These additional two (2) days shall not be subject to the payout provisions at the end of the year, nor shall they be able to be converted to cash at any time.
- E. While an employee is on the sick and accident insurance for up to the maximum of twenty-six (26) weeks, the following benefits also accrued:
1. Seniority

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

15.5: Workers Compensation. In the event an employee sustains an occupational injury, he will be covered by applicable Worker's Compensation Laws.

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, during the term of this Agreement, continue in effect its present program of professional police officers liability insurance on the same terms and conditions that existed prior to the execution of this Agreement.

15.8: Legal Representation. The Employer will provide to an employee such legal assistance as may be required when civil action is brought against an employee as a result of acts occurring when and while such employee is engaged in the performance of his duties and responsibilities for the Employer, provided that notification is immediately given to the Employer that service of process was made upon the employee and the employee cooperates in the preparation and defense of such action.

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

ARTICLE XVI
RETIREMENT

16.1: Pension. 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.

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 sergeants and lieutenants, such uniform and equipment shall include the following items:

- A. 3 complete winter and summer uniforms;
- B. 2 winter ties;
- C. 1 winter and 1 summer hat;
- D. 1 Sam Brown belt with revolver holder and cuff case;
- E. 1 pair handcuffs;
- F. 1 shirt badge;
- G. 1 wallet badge;
- H. 1 hat badge;
- I. Stripes, bars, and name tags;
- J. 1 winter and 1 summer jacket;
- K. Flashlight;
- L. Bullet-proof vest;
- M. Shoes (1 pair).

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 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. 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.

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 on all hours paid. Retroactive pay shall only be paid to employees on the Sheriff Department payroll as of the date this Agreement is executed.

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.

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. Lockers of individuals will not be opened for inspection except in the case of a court order, or with permission of and in the presence of the employee or his designated representative or 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: Political Activities. Members have the same rights to participate in political activities while off duty and out of uniform, as any citizen.

21.7: Copies of Contract. The Employer agrees to deliver a copy of this Agreement to each employee.

21.8: 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.

21.9: 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.

21.10: Special Conference. Either party may request a Special Conference between the parties. The party requesting such

conference will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed. The Steward of the Union will attend said conference and shall not lose time or pay for the time spent in such special conference.

21.11: 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 its present employees in the division affected, excluding seasonal, temporary employees, and process server, in the bargaining unit at the date of this Contract.

21.12: 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.

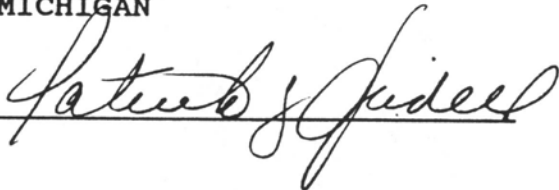
It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right 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.

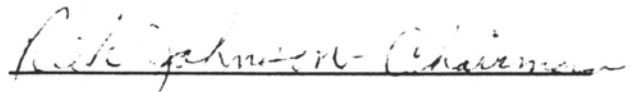
ARTICLE XXIII
TERMINATION

23.1: Duration. This Agreement shall remain in force until December 31, 1992, 11:59 p.m., and thereafter for successive periods of sixty (60) days unless either party shall, on 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.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN



OSCEOLA COUNTY BOARD OF
COMMISSIONERS



OSCEOLA COUNTY SHERIFF



APPENDIX A

Effective the first full pay period on or after January 1, 1990, the following wage scale based on 2080 hours will be put into effect.

| <u>Classification</u> | Annual (Hourly) <u>Start</u> |
|--------------------------------------|------------------------------------|
| <i>DET/SGT +/or</i> Road Sergeant | 23,089 (11.10) |
| Correction Sergeant | 20,655 (9.93) |

Effective the first full pay period beginning on or after January 1, 1991, the following wage scale based on 2080 hours will be put into effect.

| <u>Classification</u> | Annual (Hourly) <u>Start</u> |
|--------------------------------------|------------------------------------|
| <i>DET/SGT +/or</i> Road Sergeant | 24,067 (11.57) |
| Correction Sergeant | 21,633 (10.40) |

Effective the first full pay period beginning on or after January 1, 1992, the following wage scale based on 2080 hours will be put into effect.

| <u>Classification</u> | Annual (Hourly) <u>Start</u> |
|--------------------------------------|------------------------------------|
| <i>DET/SGT +/or</i> Road Sergeant | 25,045 (12.04) |
| Correction Sergeant | 22,611 (10.87) |