Signature Copy

AGREEMENT

Between

Otsego County Board of Commissioners

Otsego County Sheriff

And

Police Officers Labor Council

January 1, 2018 – December 31, 2020

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PREAMBLE

THIS AGREEMENT, made and entered into on January 1, 2018, by and between THE OTSEGO COUNTY BOARD OF COMMISSIONERS, of Otsego County, Michigan, Sheriff, Otsego County, Michigan, hereinafter referred to as the EMPLOYER and POLICE OFFICERS LABOR COUNCIL, hereinafter called the Union, and COLLECTIVELY are the PARTIES.

WITNESS:

WHEREAS, the above parties are desirous of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and Employee; and

WHEREAS, the parties are desirous of promoting and improving peaceful employee, employer and economic relations between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as contained herein, the parties agree as follows:

ARTICLE I - RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive collective bargaining representative for those classifications of employees covered by this Agreement and listed in the attached Schedules.

Section 2. 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 regarding such matters.

A. 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.

It is agreed that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement, including dues or service.

B. In accordance with the policy in paragraph (1) and (2) of this Section, 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 dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of the execution of this Agreement or employment, whichever is the later.

C. The Union shall indemnify, defend and save the County harmless against any and all-claims, demands, suits or other forms of liability arising out of or by reason of action taken or not taken by the County under this Article.

ARTICLE II - DEDUCTION OF DUES / FEES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of employees all dues and fees of the Police Officers Labor Council, provided, however, that the Union presents to the Employer authorizations, signed by such employee allowing such deductions and payments to the Police Officers Labor Council. This may be done through the Steward of the Union.

Dues will be remitted to: 667 E. Big Beaver, Suite 205, Troy, MI 48083

ARTICLE III - PROBATIONARY PERIOD, UNIT WORK, TRAINING

Section 1. A new employee shall work under the provisions of this Agreement but shall be employed on a twelve (12) month trial basis, during which he/she may be discharged without recourse to the contractual grievance procedure, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After twelve (12) months, the employee shall be placed on the regular, (non-probationary) seniority list as of date of hire. In case of discipline the Employer shall notify the local Union in writing. Time lost by the employee shall be added to the twelve (12) month probationary period except that absence from the job due to Employer sponsored schooling or training or for personal leave of absence inclusive of illness in any form for up to twenty (20) days shall not constitute time lost. A unit employee rehired after layoff for greater than his loss of seniority period (Article VII -Section 6c) will only have to complete a new six (6) month probationary period if prior to the employee's layoff he had already satisfied the original probationary period set forth above.

Section 2. The Employer recognizes the skills required of the Police Officer. The Employer further recognizes that in the event it becomes necessary by law, public demand or desirable at Employer's discretion to improve and upgrade methods, procedures and/or equipment of the personnel in the Department, the County agrees to

provide all schooling, training or other method of upgrading the personnel while on County time.

(This includes training with all firearms.) The County also agrees to keep First Aid and C.P.R. certifications held by members of the bargaining unit in a current status. It is understood that such training is to be scheduled by the Sheriff so as not to interfere with the functioning of the Department or to result in overtime payment to bargaining unit members.

ARTICLE IV - WAGES

Attached hereto and marked Schedules are schedules showing the classification and wage rates of the employees covered by this Agreement. Said Schedules further set forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedules and the contents thereof shall constitute a part of this Agreement.

ARTICLE V - SUBCONTRACTING

For the purpose of preserving work and Job opportunities for the employees covered by this Agreement, the employer solely agrees that no work or services hereafter, but not previously assigned to any classification or division of the bargaining unit or other county employee will be subcontracted, transferred, leased, assigned or conveyed in whole or part to any other person or non-unit employees, if it would cause a lay-off or loss of pay to any of its present employees in the bargaining unit at the date of this contract. Excluded from the above are all functions previously performed by non-unit employees as well as at times unit employees. In sum, the parties intent is to maintain the status quo and accordingly, these functions can continue to be performed by such non-unit employees as in the past. Additionally, it is agreed that if the hiring of any additional non-supervisory employees over and above the normal complement for the position to perform these functions in and of itself would directly and immediately cause the layoff of a bargaining unit employee, then the position shall be offered to such employee to be laid-off before the additional employee is employed. It is further agreed that if the employee to be so laid-off accepts such position he/she shall be paid at the rate of such position and not his/her rate of pay prior to being laid-off unless his/her rate of pay at time of layoff is lower.

ARTICLE VI - EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE VII - SENIORITY

Section 1. Seniority shall be defined for the purpose of the Agreement to mean the length of an employee's continuous service with the Department from his/her last permanent hiring date.

Section 2. Classification seniority shall prevail in the layoff and recall of employees. An employee so laid off shall have the right to bump into a lower contractual classification based upon seniority and the ability to perform the work of the new classification without necessity of training. Said employee shall assume the wage rate of the applicable wage grade within the lower classification. The affected employee shall have the right to accept layoff in lieu of bumping rights.

Section 3. In the event, it becomes necessary to reduce the work force because of lack of work or other legitimate cause, all probationary and part-time workers shall be laid off before any member of the bargaining unit who has reached seniority status. Recall from layoff shall be in inverse order of layoff. In the layoff and rehiring of laid off personnel, the particular work performed by said employee shall be considered as an important factor. The Union and the Employer shall jointly decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

Section 4. An employee, upon recall from layoff, may be required to take a physical examination by a County-designated doctor at County expense if said employee has been on layoff for a period of thirty (30) calendar days or more to determine whether a condition has arisen since the layoff which would prevent the employee from returning to work due to inability to perform the full scope of duties required of the classification.

Section 5. The Employer shall post a list of the employees arranged in order of their classification seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 6. Seniority shall be broken and the employee terminated by:

A. Discharge.

B. Voluntary quit.

C. Layoff for a period of one (1) year or length of seniority whichever is the lesser.

D. Failure to return from leave of absence or vacation without proper excuse.

E. Retirement.

F. Absence for one (1) or more consecutive scheduled workdays without notification to the Employer unless there are mitigating or extenuating circumstances.

Section 7. In the event of a layoff, an employee so laid off shall be given two (2) weeks' notice of layoff and recall to work, mailed to his/her last known address by certified mail. If, in the event of recall the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement and be terminated. Exception can be made due to extenuating circumstances acceptable to the employer.

Section 8. The Steward shall be granted super-seniority for purposes of layoff and rehire providing he/she has the ability and qualifications to do the available work.

Section 9. 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 same seniority continuation will be applicable to a bargaining unit employee who is elected to the office of Otsego County Sheriff. The employee who is so transferred or demoted, or the Sheriff at the conclusion of his/her service as such, 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 plus a maximum of twelve (12) months as referenced above. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

Section 10. Members of the bargaining unit elected and/or appointed to any public office outside the Sheriff's Department which conflicts with his/her ability to perform his/her duties shall be considered as having resigned.

Section 11. It shall be the responsibility of each employee to notify the Department of any change of address or telephone number. The employee's address as it appears on the Department's records shall be conclusive when used in connection with the layoff, recall or other notices to employees.

ARTICLE VIII - DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge or suspend any employee without Just Cause. In the event that Just Cause is established, the Employer agrees that discipline, in general, is intended to be corrective, as well as punitive.

Section 2. Employee written reprimands shall not remain in effect for a period of more than two (2) years from the date of such reprimand when referenced for the purpose of subsequent disciplinary action. The employee and Union Representative must be notified of an employee suspension or discharge. Any suspension or discharge can be contested by the timely filing of a grievance at Step 2 of the current Grievance Procedure.

Section 3. Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding said employee (with the exception of employment letters of recommendation), upon written request during the normal business hours construed to be 9:00 a.m. to 5:00 p.m., Monday through Friday, excepting recognized holidays.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation of application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

> Step 1. By conference between the aggrieved employee, the Steward, or both, and the Sheriff. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the local Union within five (5) working days of the alleged grievance, and deliver same to the Sheriff who shall render his/her written response within

seven (7) working days thereafter. The time limits to this sub-section can be extended by mutual agreement of the Union and the Sheriff.

Step 2. In the event the grievance is not settled in Step 1, the Steward shall have five (5) working days to forward the grievance to the County Administrator or in his/her absence, to the Chairman of the County's Personnel Committee. A meeting shall be scheduled within ten (10) working days between the grievant, Steward and Union Official (optional), the Sheriff, and the Chairperson of the Personnel Committee. The Personnel Committee or its designate shall issue a written response within five (5) workdays after the meeting. The time limits relative to this subsection can be extended by mutual agreement of the Union and the Administrator and/or Chairperson of the Personnel Committee.

Step 3. If the grievance has not been settled in Step Two (2), the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to either the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service in accordance to the respective Rules and Regulations, then existing, within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

Section 3. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their Jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage will have the sole and complete right of discipline including discharge.

Section 4. Any grievance settlement reached between the Employer and the Union shall be reduced to writing and is binding on grievant(s) affected and cannot be changed by any individual.

Section 5. In the event disciplinary action is taken resulting in loss of pay and the Union prevails in arbitration, the Arbitrator, in the event he/she awards back-pay, may also assess interest penalties on wages withheld by the Employer.

Claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any unemployment or other compensation that he may have accrued from any source during the period of back pay.

Section 6. The County shall not be required to pay back wages or any monetary amount for any period more than ten 10) days prior to the date the written grievance is actually filed.

ARTICLE X - STEWARDS

The Employer recognizes the right of the Local Union membership to elect one (1) Steward and one (1) alternate from the Employer's seniority list. The authority of the steward and alternate so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his/her Employer or the designated County representative in accordance with the provisions of the collective bargaining agreement during working hours without the loss of pay;

2. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers.

The Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay, without disclosure until the investigation is complete, during his/her 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 Steward and the Employer Representative. Permission shall be granted by the Employer.

ARTICLE XI - ABSENCE

Section 1. Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer.

The maximum leave of absence except for maternity leave, shall be for thirty (30) calendar days and may be extended for like periods, providing the Employer has granted an extension prior to the end of such original leave in writing.

Permission for extension must be secured from the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and discharge of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights except as per Section 5 of this Article.

The Employer shall make a diligent effort to notify the Local Union upon the granting of such leaves.

Section 2. The Employer agrees to grant time off not to exceed a total of three (3) days in any one calendar year for the unit, without discrimination or loss of seniority rights and without loss of pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided one (1) weeks 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.

Section 3. For loss of time due to illness or injury not incurred in the line of duty, the Employer will continue to provide Life Insurance and Hospitalization benefits to eligible employees during the period within which the employee exhausts accumulated sick leave benefits, and for four (4) months thereafter.

Section 4. The Employer shall provide Life Insurance and Hospitalization to eligible employees on lay-off for a period of four (4) months from day of lay-off or length of seniority, whichever is lesser.

Section 5. The seniority of an employee shall be terminated in the event said employee is off the Job due to illness or injury not incurred in the line of duty for a one (1) year period. However, in the event said employee can present medical verification to the effect that he/she would be available for full duty within the second year, a second year shall be granted by the Employer. This verification must be presented on or before the twelfth (12th) month of the first year.

Section 6. Any employee who seeks and/or obtains gainful employment while on leave of absence shall be automatically terminated from the Employer effective the date the leave of absence started, unless the employee obtains approval from the Employer to engage in said gainful employment.

Section 7. Unless qualified elsewhere in this Agreement, an employee shall be liable and must make suitable arrangements for continuation of all insurance payments before a leave of absence may be approved by the Employer.

Section 8. Family Medical Leave Act. The parties agree to comply with the Family Medical Leave Act. It is further agreed that the Employer may require exhaustion of all paid leave prior to taking unpaid leave, except for two (2) personal leave days which may be retained at the employee's option. If the employee has an obligation to pay part of their health care premiums as of the time of the FMLA leave, the employee must make provisions with the payroll department to continue such payments during the leave. Payments shall be made each pay period. Failure of the employee to make the required payments shall result in loss of coverage to the paid to date.

ARTICLE XII - LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article IX of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XIII - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement unless such conditions of employment are covered by this Agreement.

ARTICLE XIV - GENERAL

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the local Union and/or representatives of the Employer concerning matters covered by this Agreement, except for restricted areas of the cell blocks and without disrupting the work process, with prior notice to the Employer.

Section 2. 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.

Section 3. The Employer shall provide for bi-weekly pay periods. In view of the unique nature of departmental functions checks will be distributed at 4:00 p.m. on Thursday of the applicable pay period. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Current sick and vacation time bank accounting will be provided each pay period by the Employer.

Section 4. Full-time employees are required to be bonded, the cost of the bond shall be borne by the Employer.

Section 5. Four (4) complete winter uniforms and four (4) complete summer uniforms shall be supplied to all uniformed employees. The Employer further agrees to replace such uniforms as needed.

The Employer will provide wash rooms and lockers. Lockers of individual officers will not be opened for inspection except with permission of and in the presence of the officer or upon court order.

Section 6. The Employer will provide false arrest insurance for the Employee.

Section 7. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer.

Section 8. When an employee is required by the Employer to provide his/her own transportation to and from a job location he/she shall receive an allowance equal to the current County rate, or will be provided with transportation by the County.

For any schooling or in-service training assigned by the Employer occurring on a leave day or off duty day, the employee will be paid a minimum of three (3) hours at straight time.

Section 9. If the County places a new job in the unit which cannot be placed in an existing classification, the County shall notify the Union prior to establishing the wage rate. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation and if no agreement can be reached, the Union may utilize the contract grievance procedure.

This new job will be posted and filled in the same manner as is a declared vacancy which is according to seniority if all other matters such as ability and qualifications are equal. The County reserves the right to hire or appoint from outside the unit in the event no unit employee successfully bids on any posted vacancy or new job as described above.

Section 10. When an employee is assigned to work in a lower classification during the work day he/she shall not suffer a reduction in pay.

Section 11. Any employee who is demoted or who permanently transfers or exercises bumping rights in layoff situations shall immediately assume the wage rate of the position.

Section 12. The Employer agrees that upon trade-in of present automobiles, new automobiles will be ordered containing the standard police package.

Section 13. No employee shall be required to perform non-law enforcement duties other than those usually assigned to their respective classification.

Section 14. All equipment deemed necessary by the Employer to perform duties assigned to employees within their classification shall be furnished by the Employer.

Section 15. The Employer shall furnish first aid kits to be placed in all road patrol cars.

Section 16. The County will provide uniform cleaning at a designated cleaner chosen exclusively by the County.

Section 17. An Equipment allowance of $400.00 annually will be provided to unit employees. This amount to be paid in January each year.

Section 18. The Employer shall provide semi-automatic pistols and suitable leather accessories for each bargaining unit member.

Twenty-five (25) rounds of practice ammunition will be furnished monthly. It is understood that such ammunition will be used only for practice with spent brass returned to the Sheriff.

Section 19. Loss or Damage. 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.

Section 20. The Employer agrees to distribute copies of the present work rules to the employees and copies of any new or revised rules to all unit employees no less than five (5) working days prior to the implementation date of said rules.

Section 21. Work schedules are to be posted at least fourteen (14) calendar days prior to the first working day of the schedule. Once posted, there will be no changes absent mutual agreements and it is agreed that mutual agreement does not result in any overtime consequence to the County.

Section 22. Education Incentive Employees of this bargaining unit who enroll in a course of study which leads to a degree in law enforcement at a recognized college or university shall be reimbursed for all tuition and books provided the employee receives a semester grade of 2.5 or above on a 4.0 scale provided such expenses were approved by the Sheriff prior to the commencement of the program. Pre-approval is required in order to verify that the budget dollars are available for the reimbursement. The Employer agrees to budget not less than $1,000 per year for education.

Section 23. Training and Business Travel The Employer agrees to pay for all state or locally mandated training to include all tuition, books, registration fees, licensure fees, or other costs. Further, the Employer agrees to pay for all travel expenses in accordance with the Otsego County Travel & Business Expenses Policy to any Employer or state mandated training or while conducting official business for the benefit of the County to include lodging, mileage (if transportation not provided) and meals.

Section 24. Prisoner Transports Prisoner transports shall be done by Certified Road Deputies, the Sheriff's Administrative Staff or Certified Corrections Staff. MCOLES Certified Deputies will not be required to participate in prisoner transports if accompanied by anyone other than another MCOLES Certified Deputy or Sheriff's Administrative Staff. Sheriff's Administrative Staff includes the Sheriff, Undersheriff, and Jail Administrator.

Section 25. Emergency Manager Provision This Agreement may be rejected, modified, or terminated by an Emergency Manager consistent with the terms of the Local Financial Stability and Choice Act 436 of 2012.

ARTICLE XV - EQUIPMENT ACCIDENTS AND REPORTS

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 2. 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 in any vehicle that has already been written up as unsafe before it is checked and released by a certified mechanic. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 3. 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. The employee or his immediate supervisor shall execute an Accident Report Form (to be provided by the Employer) within 24 hours.

Section 4. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. 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.

Section 5 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 duplicate copies, one copy to be retained by the Employer.

ARTICLE XVI - SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court or 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.

Section 2. 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.

Section 3. Upon ratification of this Agreement: all prior Agreements; letters of understanding; agreements and settlements (excluding grievance settlements) shall be non-binding on both parties unless embodied in this Agreement.

ARTICLE XVII - SAFETY COMMITTEE

A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing Safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of Safety and Safety Rules. There shall be input from a member of the Board of Commissioners, if necessary.

ARTICLE XVIII - COURT AND FUNERAL LEAVE

Section 1. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay. If required in connection with his/her employment in the Sheriff's Department, an employee engaged in court time during his/her work shift shall be paid at his/her straight time rate of pay but shall be paid at time and one-half for such during off duty hours.

Section 2. Full-time employees will be paid for five (5) consecutive working days absence in the case of the death of their spouse, child or step-child and three (3) consecutive working days absence in the case of the death of his/her other immediate family members. A full-time employee will be paid for five (5) consecutive working days for other immediate family members if such death is out of state which period shall include the date of the funeral. This is in addition to vacation and sick leave.

Other immediate family means father, mother, sister, brother, mother-in-law, father-in-law, step-parent, step-brother, step-sister, grandparents, grand-children' or dependent living at home.

ARTICLE XIX - WORKER'S COMPENSATION

The Employer shall provide Worker's Compensation protection for all employees. Use of sick/personal time is subject to the provisions of Article XXV-Sick and Personal Leave, Section 10.

ARTICLE XX - 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.

ARTICLE XXI - LIFE INSURANCE AND HOSPITALIZATION

Section 1. The Employer agrees to pay the full premium for life insurance, including AD&D, in the amount of $40,000.00. Said policy terminates upon separation of employment.

Section 2. As of January 1, 2018, the Employer agrees to pay 80% of the following coverage: Blue Cross Community Blue Option 3-PPO, Office visit $30 co-pay and Chiropractic office visit, $30 co-pay and Rx coverage: generic: $20.00 co-pay, preferred

brand: $40 co-pay, non-preferred brand: $80 co-pay with a 90-day mail order supply available for two co-pays or BCN HMO Plan - $250/$500 family deductible; $20 office and $30 specialist and $30 chiropractic visit co-pay; and a $10/30/60/80/20%/20% Rx plan.; Delta Dental (100/75/50/50 -$1,000 w/ortho); and VSP 12/24/24 vision coverage. Employee to cost share 20% of illustrative rate by bi-weekly pre-tax payroll deductions. Benefit at a Glances are attached.

For 2019 or 2020, if the healthcare renewal is over 9.9%, the employer will review quotes from various vendors including any the union would like to bring forward. The employer will make the final decision on healthcare coverage for 2019 and 2020.

The Employer will pay the 80% of the illustrated rate for the employee and his or her dependents up to the age of twenty-six (26) in accordance with the Patient Protection and Affordable Care Act. Participation in this plan requires properly signed authorization forms for each employee.

The County is not at fault if the coverage is dropped by Blue Cross or any vendor for lack of participation.

Section 3. The Employer agrees to pay the full premium for the Life Insurance and AD&D policy, and the current employer cost share for the medical, Rx, dental, and vision plans for an employee on job related disability for a period of one (1) year from date of such disability. The employee must make payments for their employee cost share to maintain their benefits. Payments will be due each pay date while on leave. Failure of the employee to make the timely required payments shall result in loss of coverage to the paid date.

Section 4. The life insurance, AD&D, and hospitalization coverage described in this agreement shall be provided to full-time employees on the first day of employment for hospitalization coverage and on the first day of the month following date of hire for life, AD&D and short term disability in compliance with eligibility requirements of the particular insurance contract with reinstatement of insurance after recall from layoff, return from leave of absence, etc., also governed by the reinstatement terms of the particular insurance contract.

Section 5. The Employer reserves the right to select and/or change insurance carriers, use third party administrators, wraps, employee reimbursement programs and any other means available to deliver the equivalent coverage of the core plan at reduced costs.

Section 6. The Employer agrees to contribute $40 per month to the County's MERS Post Employment Healthcare Savings Account beginning the month after the contract is signed. Contributions will cease the month an employee terminates or retires. There will be an additional $40 per month mandatory employee contribution to the plan.

ARTICLE XXII - RETIREMENT

The Employer is a member of the Michigan Municipal Retirement System and all full-time unit employees will become members of this retirement plan on their first day of employment. The plan in effect will be MERS B-4 with F55 waiver (15 years' service), with no cost to the employee if they were hired prior to January 1, 2010. New hires between January 1, 2010 and December 31, 2015, will contribute 4% of gross wages to the MERS pension plan above payable by employee payroll deduction each pay period.

All employees hired on or after January 1, 2016, will be covered by the MERS Hybrid Plan (a combined Defined Benefit and Defined Contribution Plan) with the following provisions:

- Defined Benefit: 1.5% multiplier; Age 60 (normal retirement age) with a F55 (25) waiver based on a 3 year FAC (final average compensation). The Employer will pay the full cost of the Defined Benefit portion of the MERS Hybrid Plan.

- Defined Contribution: 1%, 2% or 3% contribution by the employee each pay period with a 1%, 2%, or 3% employer match. Vesting for the DC portion is as follows:

  3 years – 25%
  4 years – 50%
  5 years – 75%
  6 years – 100%

ARTICLE XXIII - HOLIDAYS

Section 1. All employees will be eligible for holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) hour day for said holidays. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work the day before or the day after unless excused.

Holidays Include:

New Year's Day
Presidents Day
Good Friday
Easter Sunday
Memorial Day
Fourth of July
New Year's Eve
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Section 2. Employees scheduled to work on any National or State Election days will be given a reasonable time 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 workday when polls are open.

Section 3. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each holiday or the employee can make arrangements for a personal leave day at a later date.

Section 4. Employees working on a legally established holiday as established in this Agreement will be paid time and one-half their regular rate of pay for the shift's first eight (8) hours worked and double time for shift hours worked in excess of eight (8) hours plus the holiday pay provided in Section 1, above.

Section 5. Employees who are scheduled to work a holiday will be scheduled for eight (8) hours. Employees who are called in to work a holiday will be guaranteed four (4) hours of work.

ARTICLE XXIV - VACATIONS

Section 1. All regular full time employees shall be entitled to vacation time with pay at straight time wages under the following schedule:

A. Employees who have completed one (l) full year of service shall receive seven (7) days.

B. Employees who have completed two (2) full years of service shall receive twelve (12) days.

C. Employees who have completed five (5) full years of service shall receive eighteen (18) days.

D. Employees who have completed eight (8) full years of service shall receive nineteen (19) days.

E. Employees who have completed ten (10) full years of service shall receive twenty (20) days.

Section 2. An employee must work 1200 actual hours during the vacation determination period to be eligible for 100% vacation pay. Vacation taken during the period shall count as actual hours worked. Actual hours worked less than 1200 hours will result in pro-rated vacation pay to the employee to be calculated by the percentage determined by the hours actually worked to the 1200 actual hour requirement.

Section 3. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 4. Vacation days can only be accumulated in the amount not to exceed ten (10) days at the end of each anniversary year. All vacation due for that anniversary year beyond the ten (10) days accumulation cap must be taken by the employee.

Section 5. In case of retirement, resignation, discharge or death of an employee, he/she or his/her estate will be paid for all vacation days which have accumulated to his/her credit.

Section 6. Vacation schedules will be worked out as far in advance as possible. To achieve this and to consider the wishes of senior employees, each year, after January 1, each employee shall indicate on a yearly calendar his/her vacation request no later than April 1. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority. The Sheriff will notify employees of approval of vacation periods within a reasonable time after April 1, of the applicable year.

ARTICLE XXV - SICK LEAVE AND PERSONAL LEAVE

Section 1. The County will provide a Short Term Disability Insurance Policy for all full-time employees within this bargaining unit. Such policy shall provide benefits as follows:

A. The policy shall pay 67% of the employee's weekly pay to a maximum of $500.00/week for a period of twenty-six (26) weeks.

B. The benefits will be payable on the first (1st) day of Accident or Injury, and on the eighth (8th) day of illness.

Section 2. Each January, full time employees within this bargaining unit shall be credited with eighty (80) personal leave hours. Such personal leave hours may be taken as sick leave, or as personal leave, subject to the provisions of this Agreement.

Employees shall be paid for up to 72 personal leave hours not used, at his/her regular straight time rate of pay in effect when the personal hours are paid. Such payment shall be made in December of each year. There shall be no accumulation or carry over of personal leave hours.

Section 3. Sick leave or personal leave shall be available for use by employees in the bargaining unit for the following purposes:

A. Acute personal illness or incapacity over which the employee has no reasonable control.

B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by employees attendance at work.

C. Sick leave/personal leave for medical or dental extractions or treatment shall be taken in not less the one-half (1/2) day.

D. Sick leave/personal leave will be authorized when an employee is taken ill on the Job.

E. The Sheriff retains the right to request medical verification at any time after five (5) days of absence.

Section 4. Sick leave/personal leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick/personal leave shall not be counted as sick days.

Section 5. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period, provided a doctor's statement is furnished as to the employee's sickness or injury.

Section 6. The Employer will pay one hundred (100%) percent not to exceed 72 hours of accumulated sick leave/personal leave hours to the employee upon retirement or upon death of the employee to the beneficiary so designated by the employee in writing delivered to the Employer; seventy-five (75%) of accumulated sick leave/personal leave hours not to exceed 54 hours will be paid to an employee who quits his/her employment only if they have ten (10) years of service required for vesting; no sick leave or personal leave benefit will be paid to an employee who has been discharged for cause, or who quits employment with less than ten (10) years of service required for vesting.

Section 7. New employees shall be credited with eighty (80) pro-rated personal leave hours as provided for in Section 2 of this Article after completion of sixty (60) work days on the Job.

Section 8. During the period of any leave of absence due to sickness or accident, the Employer shall have the right to schedule medical examinations with a physician of its choosing, at no cost to the employee, to determine continued disability status. In the event, the Employer selected physician determines the employee is not fit to return to work, the employee then has the right to utilize a doctor of his/her choice to verify the fitness determination. In the event of disagreement between the two physicians, the parties will select a neutral physician whose determination shall be binding on the parties.

Section 9. Employees must notify the Sheriff as soon as is practical prior to the use of personal hours and the Sheriff must approve its use at that time. Absent such approval the personal hours will be rescheduled.

Section 10. For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on his/her sick/personal leave credits with a physician's note, for any one (1) injury, but shall not be allowed on reoccurrence of previous injury.

A. A regular employee who suffers injury, after the first (1st) week compensable under the Worker's Compensation Act, may elect to be paid the difference between his/her regular salary and payment received under the provisions of the Act, to be deducted from accumulated sick/personal leave, if any, less deductions. The sick/personal leave deduction shall be on the basis of one-half (1/2) sick/personal day for each workday missed. However, in the event the one-half sick/personal day is insufficient in terms of money to bring the employee to his/her regular salary then the necessary percentage to do such will be used by the Employer.

B. When sick/personal leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted except as noted in Section C. Employees, if requested will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to do work available before his/her return to work.

C. At the end of two (2) years of worker's compensation leave, the employer has the right to determine fitness for duty under this article, Section 11. In the event the employee is not able to return to work, the employee can file for a MERS Disability Retirement.

Section 11. To maintain a capable work force, the County will schedule physical examinations for unit employees at a minimum of once each two (2) years with a County designated doctor at County expense.

If the County designated doctor determines that an employee is unable to perform the full scope of a deputy's duties, then the employee can consult a doctor at his/her own expense for an opinion regarding ability to so fully perform and to thus maintain continued employment status.

If a conflict relative to ability to perform the full scope of deputy duties exists between the aforementioned two (2) doctors, then a third doctor mutually agreeable to the County and the Union will conduct an examination at County expense, and render his/her opinion as to the ability to perform the full scope of deputy duties. The Third Doctor's decision will be final and binding and will serve to decide any and all issues between the employee and the County.

ARTICLE XXVI - MANAGEMENT RIGHTS

The County and Sheriff on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein reserved to and remain vested in the County, including but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the services to be performed, the quality of work and services to be performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and lay off employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and determine the number of employees assigned to operations; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions, subject to Article XIV, Section 9 as to unit positions, and to determine the number of supervisors; (i) to determine the qualifications and competency of employees to perform the available work; and (j) to establish, change, combine or discontinue Job classifications and prescribe and assign job content; and (k) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, all of the rights, powers, and authority the County had prior to the signing of this Agreement are retained by the County and remain within the rights of the County provided however that no management right shall be exercised in violation of any of the specific terms of this Agreement.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of County policy, the operation of the County and the direction of the employees are vested exclusively in the County or in its designated representatives when so delegated by the County. The exercise of judgment and discretion by the County and its administrators not in conflict with the express terms of this Agreement shall be upheld. The term County includes the County Sheriff.

ARTICLE XXVII - TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2018, through December 31, 2020, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the expiration date of this Agreement.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least ninety (90) days prior to the end of the Contract term, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, THE PARTIES, hereto have affixed their signatures on this 28th day of December, 2017.

FOR OTSEGO COUNTY

Rachel A. Frisch

Paul L. Liss

FOR THE SHERIFF OF OTSEGO COUNTY

Matthew J. Nowicki

FOR THE UNION

Justin Holzschu

Jerry Caster

SCHEDULE A
OVERTIME AND HOURS OF WORK

Section 1. Overtime work shall be assigned as follows:

A. Shift overtime will continue as in the past. Thus, those working on a particular shift will work the overtime.

B. Call-in overtime will be assigned by seniority and will be rotated, exclusive of emergency situations. Refusal to accept call-in overtime will be treated as time worked and the number of hours so refused will be credited to the employee in issue for purposes of calculating call-in overtime hours worked. Equalization of overtime will occur at the conclusion of six (6) month periods.

Exclusion from call-in list will be under the following:

1. Off on sick day or leave.

2. Off on funeral leave.

3. Scheduled training sessions.

4. Vacations. Person on vacation may submit written request for call-in during vacation period. Call in will include total period of vacation period. Refusal during this period will be charged.

C. With regard to (b) above, the Employer will post a call-in roster. The Employee must designate that call-in overtime will be accepted for said employee to be listed on the roster. The supervisor on duty will communicate with employees on the roster relative to said assignment and the lowest senior man on the roster must accept the assignment if all others refuse. In the event no contact is made with roster employees or alternatively with the low senior man, the Employer may proceed to cover the assignment in any manner he/she deems appropriate.

Section 2. Overtime will be one and one-half (1 ½) times the hourly rate for all hours in excess of the regularly scheduled shift in any one (1) day and in excess of eighty (80) hours per pay period.

Section 3. An employee reporting for call-in assignment shall be guaranteed three (3) hours pay at the rate of one and one-half (1 1/2) time his/her hourly rate. Call-in assignments shall include court time employee must spend on his/her cases outside the work shift.

Section 4. Each employee shall be granted a lunch break during his/her regularly scheduled shift.

Section 5. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such overtime is extended into the twelfth (12th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the twelfth (12th) hour.

Section 6. Leave days shall not be changed, switched, or re-scheduled to avoid the paying of overtime unless mutually agreed between the employee and the Employer.

Section 7. There shall be no pyramiding of overtime.

Section 8. An Employee shall have a minimum of ten (10) hours rest before having to report for duty on said employee's next regular scheduled shift. The above does not apply to call-in situations, to a continuation of work at the end of presently scheduled shift, shift change rotation which includes the swing deputy, training, leave or off days, or vacation factors. Additionally, exceptions may be made in emergency situations with the approval of the Sheriff and/or at any other time by mutual agreement between the employee and the Sheriff.

Section 9. Employees may exchange days off with approval of the Sheriff providing such change shall not be deemed overtime in the event employee works in excess of the Agreement's overtime provisions.

Section 10. Deputies, who have two (2) years of service with the department, will be eligible for out of classification pay in the amount of 5% above the three (3) year Deputy rate for the period of work performed in the Sergeant classification when that performance is for eight (8) consecutive hours or more. However, no out of classification pay will be granted between the hours of 8:00a.m. and 4:00p.m., Monday thru Friday when the Sheriff or Undersheriff are present.

Section 11. Both parties recognize that the normal operation of the Sheriff's Department involves a seven (7) day a week, twenty-four (24) hour a day, twenty eight (28) day rotating schedule.

Section 12. For the purpose of processing grievances or other issues with time limits, a workday is defined as, Mondays through Fridays, except for Holidays as defined by this Agreement.

Section 13. Compensatory hours should be used as soon as possible following the pay period in which they were earned. Employees may carry up to 80 hours of time in their Compensatory Accrual Bank at any one time and may use a maximum of 100 hours of comp time per calendar year.

SCHEDULE "B"
JOB CLASSIFICATIONS AND WAGES

Section 1. The following Job classifications are recognized as covered by this Agreement as described hereafter:

Detective Sergeant
Sergeant
Deputy

Section 2. The following hourly rate schedule shall be applicable for deputies:

Effective January 1, 2018 (2.5% COLA)

Start	After One Year	After Two Years	After Three Years
$18.46	$19.87	$21.03	$24.27

Effective January 1, 2019 (2.0% COLA)

Start	After One Year	After Two Years	After Three Years
$18.83	$20.27	$21.45	$24.76

Effective January 1, 2020 (2.0% COLA)

Start	After One Year	After Two Years	After Three Years
$19.21	$20.68	$21.88	$25.26

Section 3. The Detective Sergeant differential shall be 2% over the Sergeant classification rate. The Sergeant differential shall be 9% above the three (3) year Deputy rate for the first year in the Sergeant classification.

Section 4. The Detective Sergeant will receive an annual equipment/clothing allowance of $850.00 per year. The Detective Sergeant will be permitted to turn in clothing that is worn for duty purposes for dry cleaning as provided by the Employer.

Section 5. The Sheriff is vested with full discretion relative to placing a new employee on other than the contract starting rate subject to his/her inability to start a new employee at the three (3) year rate. Further, regardless of the step in which the employee is hired, said employee cannot reach the three (3) year step until actually serving three (3) years. A determination as to one employee will have no precedent setting effect on any other employee.

Section 6. One (1) hour of straight time per shift will be paid to a deputy or sergeant that acts as a Field Training Officer at any time during a shift.

LETTER OF AGREEMENT

As a result of a grievance filed on 1/02/87, on the issue of subcontracting work by Animal Control Department officers Huff and Saddler, the following agreement has been reached:

All unit employees will continue to, as in the past, serve civil Process distributed by the Sheriff Department.

Animal Control Officers Huff and Saddler, as sworn officers of the Court will also serve Civil Process on an as needed basis.

The Sheriff of Otsego County has agreed that by the above definition of services, no unit employee's work will be subcontracted, transferred, leased, assigned or Conveyed In whole or in Part, if It would cause a lay-off or loss of pay to any unit employee.

Agreement as of 1/16/87, 4:10 p.m.

In Agreement:

/S/ NICHOLAS WESTRA
FOR THE SHERIFF OF OTSEGO COUNTY

/S/ GLENN CRANE
FOR THE UNION LOCAL, FRATERNAL ORDER OF POLICE

MEMORANDUM OF UNDERSTANDING

OTSEGO COUNTY SHERIFF DEPARTMENT, THE COUNTY OF OTSEGO

AND
FRATERNAL ORDER OF POLICE SHERIFF'S DEPT. LABOR UNIT

Recognizing that the Sheriff's Department, the County of Otsego and the F.O.P. Labor Unit are desirous of the most effective and efficient utilization of personnel, and, recognizing that job duties, responsibilities, and personal risks should be reflected in commensurate pay, it is hereby agreed by the parties that:

The position of "Confidential Secretary' within the Otsego County Sheriff Department will not be filled by a certified law enforcement officer.

It is specifically the intent of all parties involved in this "Memorandum of Understanding" that such a position be filled with a qualified clerical employee and that any savings be directed, as feasible, to enhancing the Road Patrol Division funding in a manner that directly indirectly aids the Labor Unit in their assigned duties.

/S/ PAUL SCHULTZ SHERIFF	1/10/89 DATE
/S/ GLENN T CRANE F.O.P. LABOR UNIT STEWARD	1/10/89 DATE
/S/ DOUGLAS C. JOHNSON, CHAIRMAN PERSONNEL BOARD OF COMMISSIONERS	3/13/89 DATE
/S/ PAUL KANOPA F.O.P. BUSINESS REPRESENTATIVE	1/10/89 DATE
/S/ LAMBERT CHARD OTSEGO COUNTY COORDINATOR	3/10/89 DATE

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE OTSEGO COUNTY BOARD OF COMMISSIONERS, THE OTSEGO COUNTY SHERIFF AND THE OTSEGO COUNTY LABOR UNIT OF THE POLICE OFFICER LABOR COUNCIL

August 16, 2006

In that both the Otsego County Sheriff and the Local Unit of the Police Officers Labor Council are desirous of implementing a trial period involving a work schedule that initiates two shifts comprised of twelve hours per shift, the following temporary agreement is implemented:

Effective immediately, and continuing through an indefinite period, twelve (12) hours shifts will be in effect for all Road Patrol Officers.

Officers scheduled to work on a particular day will only be eligible for overtime pay after having completed their scheduled (12) twelve hour shift. The call-in overtime policy will remain as in the current Labor Agreement.

Officers scheduled to work on a designated holiday shall receive straight time holiday pay for the number of hours they are scheduled to work as well as overtime pay for all hours worked. For the purposes of this agreement, it is agreed that any contiguous hours of a shift, scheduled to begin on a designated holiday, will be paid at the overtime rate. All officers working in excess of twelve hours, the initiation of which occurred on a designated holiday, will be paid at the double time rate. Officers not working on a designated holiday will receive eight (8) hours of holiday pay at the straight time rate as in the past.

Personal and vacation time will be computed and deducted at an hourly rate, and reflect actual hours earned and /or used.

Court time will continue to be paid in the manner set forth in the current Labor Agreement.

Officers may, by mutual agreement, and with the consent of the Sheriff, exchange shifts where such a change would not cause additional expense or disruption to the Sheriff Department operations.

Shift assignment is to bid by seniority/classification seniority barring a good cause objection by the Sheriff.

It is specifically the intent of all parties that this agreement extend indefinitely. Either party (The Otsego County Sheriff or the Local Unit of the Police Officers Labor Council) may unilaterally end the terms of this agreement and return to the prior scheduling practice without further consequence, by advising the other party in writing forty-five (45) days prior to the reversion. Either party, for good cause, may re-visit the agreement at any time.

It is the mutual intent of both parties that those matters inadvertently not addressed in this agreement which arise during the effective time of the agreement, be settled by negotiations between the Sheriff, the County and the Labor Unit. In such an event, barring a mutual consent agreement, all terms of the current Labor agreement remain in effect and enforceable by the means set forth therein.

FOR OTSEGO COUNTY:

/S/ Paul L. Liss
Otsego County
Board of Commissioners

/S/ John M. Burt
Otsego County Administrator

/S/ James D. McBride
Otsego County Sheriff

FOR POLC:

/S/ Jerry Caster
POLC Labor Representative

/S/ Michael Anthony
POLC, Local Steward