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09/30/09

AGREEMENT

Between

NEWAYGO COUNTY BOARD OF COMMISSIONERS

and

NEWAYGO COUNTY SHERIFF

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

For Corrections Command

Terminating December 31, 2011

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## AGREEMENT

THIS AGREEMENT shall be effective as of the date of ratification by the Union and the Employer, except as otherwise stated herein, and it is by and between the NEWAYGO COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "BOARD" and the SHERIFF OF NEWAYGO COUNTY, hereinafter referred to as the "SHERIFF", and sometimes hereinafter jointly referred to as "EMPLOYER", and COMMAND OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "UNION".

The Employer and Union agree not to discriminate based upon race, creed, color, national origin, age, sex and marital status as required by law.

### ARTICLE I EMPLOYER RIGHTS

- 1.1:
- A. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.
  - B. Overtime. The Sheriff has the right to schedule overtime work as required in a manner most advantageous to the department.
  - C. Work Schedule. The Sheriff shall have the right to determine reasonable schedules of working hours and days and to establish the methods and processes by which such work is performed.
  - D. Discipline and Discharge. The Sheriff reserves the right to discipline and discharge.
  - E. Retention of Right. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

- F. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.
- G. Direction of Work Force. The Sheriff reserves the right to direct the work force and assign duties and responsibilities.
- H. Physical Examination. The Employer reserves the right to require an employee at the Employers expense, if not covered by county insurance, to take a physical examination (1), if said employee is having difficulty in performing his/her duties based upon health related reasons, or (2) on return from leave of absence. The physical examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing at his/her expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said physical examination, the Employer will take appropriate action.

1.2: The Sheriff shall have, within his discretion, the right to make, amend, supplement or delete reasonable rules and regulations. However, the Steward shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the reasonableness of the rule or rule change, the Steward may request a special conference between the Union, Sheriff or his representative and the Chairperson of the Board of Commissioners to discuss the rule. In no case will the rule change or new rule become subject to the grievance procedure.

ARTICLE II  
RECOGNITION: NO STRIKES  
PAST PRACTICE WAIVER

2.1: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the

exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees employed by the Newaygo County Sheriff s Office in the following described unit:

In the position of sergeant and corporal, EXCLUDING sheriff, undersheriff, (non command) corrections officers, all other supervisors, jail administrator, assistant jail administrator, all road patrol deputies and road patrol supervisors.

2.2: No Strike. The Employer will not aid, promote or finance any labor group or organization which purports to engage in a collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Union.

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Sheriff.

2.3: Past Practice. The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which conflicts with the specific provisions hereof, unless agreed to in writing by the Union.

This Agreement embodies all the obligations between the parties involving from the collective bargaining process and supersedes all prior relationships and/or past practices.

2.4: Waiver. The parties 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 referred to or not covered in this Agreement.



ARTICLE III  
REPRESENTATION

3.1: Bargaining Committee.

- A. The Bargaining Committee will include not more than two (2) employees, one of whom shall be the President of the local Association. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.
- B. No more than one (1) employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.
- C. No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

3.2: Stewards. The Employer recognizes the right of the Union to designate a Steward and two (2) alternates from the seniority list. The alternates only have authority to act in the absence of the designated Steward and there shall only be one alternate designated per shift.

The authority of the Steward and alternates so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

3.3: The Steward, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer without leaving the job post, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall the Steward leave his/her work for such purpose without first obtaining permission from his/her supervisor. The supervisor may require the Steward to present such grievance or grievances during other than

working hours in the event that the supervisor believes that the workforce cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

3.4: The Union shall be permitted to schedule meetings on the Sheriff's Office property so long as such meetings are not disruptive of the duties of employees of the Department or the efficient operation of the Department, and provided further, that prior approval of such meetings is received from the Sheriff or his designated representative.

#### ARTICLE IV UNION SECURITY

4.1: Upon completion of thirty-one (31) days of employment, membership in the Union or compliance with payment of the representation fees shall be a condition of continued employment. The Employer agrees to deduct Union dues or Union representation fees to become effective the first payday of the month following the employee's successful completion of thirty-one (31) days of employment.

4.2: The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member, the Union's dues or representation fee, subject to all of the following conditions:

- A. The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

- D. The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
- E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within three (3) calendar weeks after a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- F. The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation. New Check-Off Authorization Forms shall be submitted to the Employer in the event that an increase in the Union dues or representation fee is made.
- G. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE V  
SPECIAL CONFERENCES

5.1: Special Conference Procedure. The Employer and the Union agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

Meetings and conferences pursuant to this Section shall be held at a time and place mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons.

5.2: The Union may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half (1/2) hour immediately preceding a conference for which a written request has been made.

#### ARTICLE VI DISCHARGE AND DISCIPLINE

6.1: Discharge Notice. The Employer agrees, upon the discharge or written discipline of a non-probationary employee, to notify the employee and his/her Steward of the discharge or written discipline. Said written notice shall contain the reasons for the action taken. Should the disciplined non-probationary employee consider the discharge or written discipline to be improper, it shall be submitted to the grievance procedure. However, notwithstanding the above, nothing shall preclude the Employer from orally reprimanding an employee, which verbal reprimand may be used by the Employer in subsequent disciplinary actions.

6.2: Prior Discipline. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than thirty (30) months previously.

6.3: For all non-probationary employees, discipline shall be for just cause.

#### ARTICLE VII GRIEVANCE PROCEDURE

7.1: Definition of Grievance. The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) day's after the grievance has become known, or should reasonably have been known by the employee.

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

Step 1: Verbal Procedure. If an employee has a grievance and wishes to enter it into the/ grievance procedure, he/she shall, within five (5) days of

the occurrence of the incident which gave rise to the grievance, discuss it with his/her immediate supervisor with the object of resolving the matter informally.

Step 2: Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the employee shall reduce the grievance to writing and present it to the Sheriff within five (5) days after the verbal discussion of Step 1 - The grievance shall be dated and signed by the aggrieved employee and his/her Steward and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Sheriff shall make his written disposition of the grievance to the Steward within ten (10) days of receipt of the grievance.

7.3: Grievance Resolution. All grievances which have economic implications, other than disciplinary matters, must be reviewed by the Board of Commissioners or its designated representative before they shall become final. If the grievance is not approved by the Board of Commissioners within twenty (20) days of the answer at Step 2, the grievance may proceed to arbitration at the Union's request as provided hereunder.

7.4: Arbitration Request. If the grievance is not satisfactorily resolved in Step 2, the Union may request arbitration by notifying the Employer in writing of its intent to submit the grievance to arbitration within fifteen (15) days after receipt of the Employer's answer in Step 2 or as provided in Section 3, above.

7.5: Time Limitation. The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employees last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure.

7.6: Selection of Arbitrator. Upon receipt of the Union's notice of intent to arbitrate, the parties, within five (5) days, shall attempt to mutually agree upon an arbitrator. If agreement is not reached, an arbitrator shall be obtained from the American Arbitration Association (AAA) under its rules. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other costs related to arbitration of a grievance shall be borne by the party incurring them.

7.7: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and 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 determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges its limitations

of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing.

7.8: Administrative Procedures. The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction, or that such decision was obtained through fraud or other unlawful action.

7.9: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. Excluded from the above are civil rights statutory procedures. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

#### ARTICLE VIII SPECIAL PROGRAMS

8.1: If an employee desires to improve himself/herself through education on a job related matter such as adult evening classes, local schools or colleges, he/she may be given a work schedule enabling him to attend such schools, provided the work schedule does not interfere with the department work routine and is approved by the Sheriff and all employees whose own schedules will be affected thereby. The Sheriff's decision shall not be grievable.

Any officer who is required to attend any institute, conference or other education program by the Sheriff shall be provided traveling expenses, including regular wages, to attend such institute with the prior approval of the Sheriff. Payment will be made for the time spent in classes up to a maximum of eight (8) hours per day and the same shall be counted as time worked.

**ARTICLE IX**  
**HOLIDAYS**

9.1: All employees covered by this Agreement who qualify shall receive eight (8) hours holiday pay at their straight time hourly rate for each of the holidays designated in Section 2.

9.2: The recognized holidays are:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Independence Day	Christmas Eve Day ½ Day
Labor Day	Christmas Day
Columbus Day	Good Friday Afternoon
Martin Luther King Day	

9.3: Worked Holidays. Employees who work on any of the holidays provided in Section 2 shall receive the holiday pay provided in Section 1 plus time and one-half for all hours worked on the holiday (for a total of two and one-half times for all hours worked on the holiday). If an employee works on any holiday listed in Section 2, then such employee shall submit a voucher and shall receive their holiday pay on their next paycheck.

9.4: Holiday Eligibility. Employees to be eligible for holiday pay must meet the following conditions and qualifications:

- A. The employee must work the department's last regularly scheduled day before and the first regularly scheduled day after the holiday unless otherwise excused by the Sheriff.
- B. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused by the Sheriff, shall not be entitled to holiday pay.

9.5: If a holiday falls during an employee's scheduled vacation, the employee shall be compensated for that day as a holiday and not as a vacation day.

ARTICLE X  
PERSONAL LEAVE

- 10.1: Personal Leave Credit. Full time employees covered by this Agreement shall earn personal leave under the following conditions and qualifications:
- a. Each full time employee shall earn 2.1508 personal leave hours for an eighty (80) hour payroll period, not to exceed seven (7) days (56 hours) per year.
  - b. Personal leave is not earned after the first thirty (30) days of disability.
- 10.2: Employees may carry over a total of twenty-four (24) personal leave hours per calendar year. Any personal leave hours accrued over twenty-four (24) at the end of a calendar year will be paid to the employee at the rate of pay the time was earned.
- 10.3: Use. An employee eligible for personal leave may use such leave for absence due to illness, injury, or exposure to contagious disease by the employee or a member of the employee's immediate family, or for doctor and dental appointments. An employee taking personal leave shall inform his immediate superior of the fact and the reason thereof as soon as possible and failure to do so within a reasonable time may be cause for the denial of pay for the period of absence. The Sheriff may require proof of medical treatment or other means of proof when proof is justified by a pattern, frequency or length of illness or other circumstances given rise to reasonable suspicion. Personal leave may also be used in the same manner and conditions as vacation leave stated under Article XIII.
- 10.4: Reporting. Personal leave shall be reported on the employee's time statement.
- 10.5: Short Term Absence. Absence for a fraction or a part of a day that is chargeable to personal leave in accordance with these provisions shall be charged proportionately in amounts not smaller than two (2) hours.
- 10.6: Workers' Compensation. In case of work incapacitating injury or illness for which the employee is receiving benefits under the Michigan Worker's Compensation Law, such employee shall be allowed salary payment which, with his/her total Worker's Compensation benefits, equals eighty (80%) percent of his/her regular net salary or wage for a period not to exceed six (6) months which supplement will be taken from his/her earned and accrued personal leave. Employees shall promptly report work incapacitating injury or illness. An employee on a workers' compensation leave shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time include, but are not limited to, vacation, personal leave, health



insurance except as noted below, holidays and retirement. Employees wishing to continue health insurances during a disability leave may do so by paying the premiums to the Employer in advance. An exception to the above is that the Employer shall continue to pay for health insurance for ninety (90) days while an employee is on workers' compensation.

10.7: Maternity Leave. Maternity leave shall be treated like any other illness under this Agreement.

10.8: Effective January 1, 2009, up to twenty-four (24) hours of their 12/31/08 sick leave balance will be converted into personal leave. After the conversion, in exchange for any remaining accumulated sick leave, in January 2009, employees will receive a one-time payment equal to forty-four percent (44%) of their 12/31/08 accrued sick leave balance (up to 60 days) at the 2008 rate of pay. The remaining fifty-four percent (54%) will be forfeited.

10.9: Short/Long-Term Disability. After completion of the probationary period and after completion of a seven (7) calendar day elimination period or forty (40) scheduled work hours, whichever occurs first, the Employer shall provide short-term disability (STD) which will last for sixty (60) days. The Employer shall provide long term disability (LTD) coverage which will start on the 61st day of injury/illness for a maximum of ten (10) years to age sixty-five (65) as listed in the LTD Schedule. Both STD and LTD will be at 65% of regular salary. Time spent on STD and LTD shall be counted toward FMLA leave. Health and other insurances shall be continued by the Employer for twelve (12) weeks when an employee is on disability, after which time the employee may continue such coverage for up to two (2) years by paying the premium to the County. No other benefits shall continue or accrue after an employee is off for thirty (30) days on disability, and no holiday pay shall be provided even for the first thirty (30) days. To obtain disability, the employee must adhere to Employer-adopted policies on verification, including medical examinations and/or any insurance company requirements and meet eligibility requirements. At the end of two (2) years of such health insurance coverage, then the employee may apply for extension of health coverage through COBRA.

10.10: Employees must use accrued personal leave, vacation time and compensatory time for the above mentioned elimination period.

#### ARTICLE XI FUNERAL LEAVE

11.1: In the case of death in the employee's immediate family, a permanent, full time employee shall be granted a leave of absence for any scheduled work days as follows:

- A. Upon the death of a spouse or child, an employee shall receive five (5) working days off immediately following the time of death with pay and not to be deducted from accumulated personal time.
- B. Upon the death of an employee's father, mother, sister, brother, father-in-law, mother-in-law, grandparent, spouse's grandparents, grandchildren, he/she shall be granted a leave of absence to attend the funeral, with pay, for any scheduled work days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days and not to be deducted from accumulated personal time.
- C. Upon the death of an employee's brother-in-law or sister-in-law, he/she shall be granted a leave of absence to attend the funeral, with pay, for any scheduled work days falling within the period between the time of the death and the day of the funeral, not to exceed two (2) days and not to be deducted from accumulated personal time.

11.2: The Employer is to be notified immediately of a death in the family and extent of the expected absence. The Employer may require proof.

11.3: The Sheriff may, within his discretion, grant special funeral leave to be deducted from accumulated personal time.

## ARTICLE XII SENIORITY

12.1: Definition.

- A. Seniority. Seniority shall be defined as the length of an employee's continuous full time service with the Newaygo County Sheriff's Office as a corrections officer sergeant or corrections officer corporal since the employee's last date of hire as a corrections officer sergeant or corrections officer corporal excluding leaves of absence of more than thirty (30) consecutive days.
- B. Seniority shall be frozen for any employee that transfers out of this bargaining unit into a higher command position within the Sheriff's Administration.

12.2: Seniority List. The seniority list shall contain the names of all seniority employees and their length of service. The Employer will maintain the seniority list current and will provide the Union, upon request, with updated copies as changes occur.

12.3: Super Seniority. Notwithstanding his/her position on the seniority list, the president of the bargaining unit, for the period for which he/she holds such office, shall be the last bargaining unit employee laid off, provided he/she is able to perform the required work as determined by the Sheriff. The Union agrees that this Section shall not be abused to avert potential layoff.

12.4: Loss of Seniority. An employee shall lose his/her status as an employee and his/her seniority for any of the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated and not reinstated through the grievance procedure as provided herein.
- C. He/she retires.
- D. He/she is convicted or pleads guilty or nolo contendere to a felony; or a high court misdemeanor. Nothing shall preclude the Sheriff from taking appropriate action if an employee is convicted, pleads guilty or nolo contendere for any other misdemeanor. The Sheriff's decision shall not be grievable.
- E. He/she has been laid off for a period of time equal to his/her seniority in this bargaining unit at the time of his/her layoff or two (2) years, whichever is lesser.
- F. Unexcused absence for two (2) or more consecutive regularly scheduled work days, except when the failure to notify the Employer is due to circumstances beyond the control of the employee.
- G. Unexcused failure to return from a leave of absence on the specified date for return.
- H. Falsifies his/her employment application or other Employer documents/records.

12.5: Promotion Probationary Period. All employees shall be considered probationary employees until the employee has completed 2080 hours of work in this command bargaining unit. During the probationary period, the employee may be returned to their former position by the Sheriff without recourse to or without regard to this Agreement if the same is permitted under the labor contract to which the employee was promoted from. The probationary employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason by the Sheriff. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of promotion; provided, however, that if an employee is absent from work, his/her probationary period shall be extended by a period equal to the duration of such absence.

12.6: For employees hired on the same day, their seniority shall be determined by a one time blind draw conducted by the Sheriff or his designee with the Union Steward present.

ARTICLE XIII  
VACATIONS

13.1: Regular full time employees who have completed one (1) year of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

Vacation-Schedule

Years of Service	Days/Year	Days/Month
1 year but less than 2 years	5	.416
2 years but less than 5 years	10	.833
5 years but less than 14 years	15	1.25
14 years but less than 20 years	20	1.66
20 years or more	25	2.08

Vacation time shall be earned on a monthly pro rata basis for Employer compensated hours.

13.2: Use. Employees shall be allowed to take vacation one (1) day at a time if so desired and if approved by the Sheriff. Requests should not be arbitrarily denied.

If a holiday falls during an employee's scheduled vacation, the employee shall be allowed one (1) more vacation day and be paid in accordance with the holiday pay provision.

13.3: Vacation Request. Employees must submit their vacation time request by January 15 of the current year if it is to be granted according to seniority in this command bargaining unit. After this date, the request will be granted as per first request received. All requests must be dated as of the date it is submitted. Employees will be notified within ten (10) days after requesting their vacation if it is approved or not. Employees submitting their requests before January 15 for later in the year will have to wait until January 15 for an answer due to the seniority status in effect until that time. After January 15 when an employee requests vacation time he/she will be notified within ten (10) days after requesting their vacation if it is approved or not.

13.4: Employees must take vacation time during the calendar year succeeding the calendar year in which such vacation has accrued. Vacation time not taken shall not accumulate and the employee shall not be paid for such days.

13.5: Separation from Employment. Any employee eligible for use of annual earned vacation leave who is separated from service for any reason shall be compensated for all unused earned annual vacation leave days at the time of separation or as soon thereafter as may be practical in accordance with the established County payroll procedure.

#### ARTICLE XIV PASS DAYS

14.1: Definitions. Because officers are required to work regardless of calendar days, i.e., Saturdays and Sundays, the Employer grants days off in lieu thereof and refers to these days as "pass days".

14.2: Number. Employees covered hereby earn two (2) pass days per week for a total of 104 pass days per calendar year.

14.3: Employees covered hereby may change the pass day after the scheduling has been posted if they received the permission of the Sheriff or his representative.

14.4: Emergencies. Pass days herein provided for may be postponed for emergency or manpower shortages by the Sheriff. Pass days so postponed may be taken at a later date or be paid at the rate of time and one-half (1 ½) for each hour worked, as determined by the Sheriff after consultation with the employee. For the purpose of this Section, the Sheriff shall determine the existence of an emergency or manpower shortage.

ARTICLE XV  
PENSION PLAN

15.1: Effective December 31, 2002, the Employer shall continue to provide the fully paid, non-employee contributory pension plan B-3, with Section F-55-25 waiver, with the Municipal Employees' Retirement System of Michigan (MERS). For full-time employees hired on or before 9/1/02 and those full-time employees hired before 9/1/02 who did not elect to roll over into the Defined Contribution Plan, effective January 1, 2006, the Employer shall provide a fully-paid, non-employee contributory pension plan B-4, with Section F-55-25.

15.2: Defined Contribution. Notwithstanding any contrary provisions of this contract, for full-time employees hired on or after September 1, 2002, and those full-time employees hired before September 1, 2002 electing to roll over into the defined contribution plan.

- A. The County participates in a retirement program administered by MERS as provided in Act 427 of the Public Acts of 1984 as amended.
- B. Under this plan, the compensation contribution is as follows: five (5%) percent of compensation contribution by Newaygo County with an additional three (3%) percent matching amount by the County if the employee contributes three (3%) percent (i.e. Newaygo County Board will contribute five (5%) percent to the employees account under this plan. If the employee contributes three (3%) percent under the plan to his/her account, the County will contribute another three (3%) percent to the employees account.
- C. Employees will have a vesting period of four years. Additional information explaining the retirement system is available through the County Administrator's office.

15.3: Retirement shall be defined as the separation of service with 25 years of service and 55 years of age, or at age 60 with a minimum of 10 years of service and be eligible to immediately receive MERS benefits.

ARTICLE XVI  
INSURANCE

16.1: Employees shall receive the same health insurance coverage as non-union county employees and under the same terms and conditions, which may change from time to time.

16.2: Life Insurance. The Employer shall provide to each full time non-probationary employee \$15,000 of life insurance for the employee.

16.3: Dental and Optical Insurance. Employees shall receive the same dental and optical insurance coverage as the non-union county employees and under the same terms and conditions, which may change from time to time.

16.4: Retirees' Insurance. The Employer shall provide single subscriber health insurance for future retirees (after January 1, 1991) who meet the following requirements:

- A. Have ten (10) years of accumulated service with Newaygo County government or ten (10) years of accumulated service with a Newaygo County agency, or ten (10) years or more combination thereof,
- B. The maximum payment for which the Employer may be liable is One Hundred Dollars (\$100) per month for premium costs;
- C. Are fifty-five (55) years of age or older, to age sixty-five (65) only;
- D. Are retired from Newaygo County governmental service; and
- E. In the event that the retiree has coverage available through his/her spouse, another Employer or elsewhere, the Employer shall not be obligated to provide coverage while the other coverage is available.

16.5: Wellness Program. Employees may participate in a Wellness Program paid for by the County during non-working hours. If an employee does not participate by taking a health assessment and attending an eight week annual program at least eighty percent (80%) of the time, he/she shall be required to pay ten percent (10%) of his/her health insurance premium cost on a monthly prorated basis. However, no specific results are required. Example: If an employee attends a stop smoking clinic eighty percent (80%) of the time, he/she does not actually have to stop smoking, but must make a good faith effort to follow the clinic's instructions. Employees who do not take health insurance and receive payment in lieu thereof shall be required to pay a portion of that payment the same as

employees to take health insurance. This program shall start at any time at the Employer's discretion.

ARTICLE XVII  
LAYOFF AND RECALL

17.1: In the event that a reduction in personnel is determined by the Board of Commissioners, layoffs shall be by classification. In the event of a layoff, the last employee promoted or transferred in the classification affected by the layoff shall be the first employee laid off. Employees shall be notified of their layoff at least ten (10) calendar days in advance.

The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit. The employee desiring to return to work must report to work within ten (10) days of the receipt of the notice of recall.

17.2: Benefit Continuation. Employees who are laid off shall have their hospitalization continued by the Employer for a period of one (1) month thirty (30) days after the employee has been laid off, provided this is permissible under the Employer's insurance policy.

ARTICLE XVIII  
UNIFORMS AND CLOTHING

18.1: Issuance. The following items of clothing and equipment shall be issued to all full time employees in the bargaining unit at the Employer's expense and replaced when needed.

- 4 shirts, long or short sleeve
- 4 pants
- 1 belt
- 1 spring jacket
- 1 winter coat
- 1 pair winter boots

18.2: Dry Cleaning. Maintain current practice as of 1-1-94.



18.3: All employees on duty shall be in regulation Newaygo County uniform.

ARTICLE XIX  
LONGEVITY PAY

19.1: All eligible regular full time employees in the active service of the Employer shall receive an annual longevity payment as follows:

<u>Service</u>	Based on First \$10,000 [ONLY]	<u>Bonus</u>
After five years of continuous service		2%
After eight years of continuous service		3%
After eleven years of continuous service		4%
After fourteen years of continuous service		5%
After seventeen years of continuous service		6%
After twenty years of continuous service		8%

Said annual payments shall be paid in a lump sum on or before December 30 of each year. The above payment shall be on a maximum base salary of \$10,000 (excluding overtime and premium pay).

19.2: An employee on an approved leave of absence without pay of two (2) months or less will be eligible for longevity payment on a prorated basis for the straight time worked that year if otherwise eligible for longevity. If an employee is off work for two (2) months or longer, he/she is not entitled to longevity for that year.

19.3: Pro Rata Payment. Pro rata payments in case of retirement or death shall be made as soon as is practicable thereafter.

ARTICLE XX  
WAGES

20.1: Corrections Officers shall be compensated as noted below:

January 1, 2009\*                      2.5% wage increase from 2008

Corporals	18.34
Sergeants	18.88

January 1, 2010*	2.5% wage increase from 2009	
Corporals		18.80
Sergeants		19.35
January 1, 2011*	2% wage increase from 2009	
Corporals		19.18
Sergeants		19.74

\*The above wages shall be effective the first full payroll period in January.

20.2: Part-Time Wages. Effective September 1, 2002 the Employer may hire part-time corrections officers starting up to the 2 year pay step. These part-time positions hired after September 1, 2002 shall be without any benefits or seniority.

#### ARTICLE XXI HOURS AND RATES OF PAY

21.1: Hours. Employees may be required to work overtime. The normal work day will be six (6) twelve (12) hour days, and one (1) eight (8) hour day per pay period. First shift is 6:30 a.m. to 6:30 p.m. and second shift is 6:30 p.m. to 6:30 a.m.

21.2: Exceptions. The Sheriff reserves the right to change starting and quitting times. The union reserves the right to return to an eight (8) hour shift upon 14 calendar days written notice to the employer. The Sheriff reserves the right to return to an eight (8) hour shift upon 14 calendar day's written notice to the union.

21.3: Work Week. For the purpose of pay, the work week shall commence at 12:01 a.m. on Sunday and continue until 12:00 midnight the following Saturday.

21.4: Schedule. A shift schedule shall be posted once every calendar month to determine the normal work days and hours including all scheduled days off for every member of the bargaining unit.

21.5: Overtime. Overtime for all employees shall be at the rate of time and one-half (1 ½) their regular hourly base rate of pay under the following conditions:

- A. Overtime shall be paid for all hours in excess of twelve (12) regular shift hours in any 24 hour period and in excess of 80 hours in any scheduled pay period.

- B. For purpose of computing overtime hours, time spent on Employer paid leave for holidays, vacation and personal leave shall have that time counted as time worked. However, employees on unpaid leave shall not have the time counted as time worked for overtime purposes.
- C. An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.
- D. Employees of the bargaining unit who receive a four (4) day weekend cause a doubling back at shift changes. When this does occur, overtime compensation will not be paid for employees who are affected thereby.
- E. All overtime must be authorized by the Sheriff or his designee in advance of being worked.

21.6: Compensatory Time. At the request of any employee eligible for overtime, compensatory time may be taken in lieu of cash payment at the rate of time and one-half (1 ½) hours for each hour of overtime worked, if approved by the Sheriff. The maximum compensatory time allowed shall be forty (40) hours at any one time. Compensatory time can be used at a mutually agreed upon time, during the calendar year or three (3) months following the calendar year the time was worked. If notice of desire to take compensatory time is not noted on the employees voucher at the time the hours are worked they will be paid for the time worked on the following pay period. In the event that such time off is not taken within the limiting time by the employee, he/she shall be given cash payment at the rate based on his/her salary at the time the hours were worked.

21.7: Breaks and Meal Periods. Break time during each eight (8) hour shift shall be in two (2) fifteen (15) minute intervals and one (1) thirty (30) minute break. One (1) fifteen (15) minute break shall be taken in the first half of the employees shift and the other fifteen (15) minute break in the employee's second half of his/her shift. Breaks shall be scheduled or approved by the employee's supervisor. Work breaks not taken shall not accumulate.

21.8: Court Time. Employees summoned or directed into court, including Probate Court or official hearing, on matters pertaining to their employment, during off-duty hours, shall be compensated at the rate of time and one-half (1 ½) with a minimum rate of two (2) hours.

21.9: Shift Differential. In addition to their base rate of pay, day shift will receive an additional .20 cents an hour from 3:00 p.m. to 6:30 p.m.; Night shift will receive an additional .20 cents an hour from 6:30 p.m. to 11:00 p.m. and .25 cents additional from 11:00 p.m. to 6:30 a.m.

ARTICLE XXII  
MILITARY LEAVE

22.1: The Employer shall pay the difference between an employee's reserve training or National Guard duty pay and their normal straight time salary for a maximum of ten (10) days per calendar year for those employees required to attend reserve or guard duty training. The employee shall provide at least two (2) weeks prior notice of such required training to the Employer.

ARTICLE XXIII  
MISCELLANEOUS

23.1: Separability. If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

23.2: Captions. Captions or sub-headings used in this Agreement are for the purpose of identification only and are not a substantial part of this Agreement.

23.3: Gender. When reference is made to the male gender, it shall be considered to include the female gender as well and vice versa.

23.4: Safety. No employee shall be required to use unsafe equipment. When an employee finds equipment furnished by the Employer unsafe, the employee shall be required to immediately report the condition to his/her immediate superior.

23.5: Union Bulletin Boards. The Employer agrees to furnish the Union adequate bulletin board space to be used solely for notices and bulletins pertaining to the following: union meetings, union elections, union reports and reports or policies, and recreational or social events.

Notices and announcements shall not contain anything of political or partisan nature nor contain anything of a derogatory nature.

23.6: New Classifications. The Employer reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer shall notify the Union at least two (2) weeks prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within two (2) weeks. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the two (2) week period. In the event the parties cannot reach an agreement, the Employer may implement its last best offer. Any disagreement by the Union shall not be subject to the grievance procedure.

23.7: Lockers. A full length locker shall be designated for each employee.

23.8: Jury Duty. Employees required to serve on jury duty shall be compensated for their regularly scheduled hours while on jury duty provided:

- A. The employee turns over to the County their compensation received for jury duty,
- B. Notifies their Supervisor as soon as possible after they receive notice of jury duty,
- C. Comes to work before jury duty if there is time in their regular work schedule, and
- D. Returns to work after being excused from jury duty if there is time left in their normal work schedule.

ARTICLE XXIV  
CORRECTION OFFICER CERTIFICATION

24.1: If any employee fails to maintain required correction officers certification, his/her employment shall automatically terminate. Also, failure to pass the school courses required for certification, shall result in automatic termination of employment.

**ARTICLE XXV**  
**FAMILY AND MEDICAL LEAVE ACT**

25.1: The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

**ARTICLE XXVI**  
**DURATION**

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

**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**

Date: \_\_\_\_\_ 2010

\_\_\_\_\_  
Shannon Robertson, President

Date: \_\_\_\_\_ 2010

\_\_\_\_\_  
Clyde Lincolmfelt, Vice-President

Date: \_\_\_\_\_ 2010

\_\_\_\_\_  
Patrick Spidell, Business Agent

**NEWAYGO COUNTY**

Date: \_\_\_\_\_ 2010

\_\_\_\_\_  
Adam Wright, Chairperson  
Board of Commissioners

Date: \_\_\_\_\_ 2010

\_\_\_\_\_  
Tobi G. Lake, County Administrator

Date: \_\_\_\_\_ 2010

\_\_\_\_\_  
Michael S. Mercer, Sheriff

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**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**


Date: 8-18 2010

  
Shannon Robertson, President

Date: 08-18- 2010

  
Clyde Lincolmfelt, Vice-President

Date: 8-25 2010

  
Patrick Spidell, Business Agent

**NEWAYGO COUNTY**

Date: 9-22 2010

  
Adam Wright, Chairperson  
Board of Commissioners

Date: 9-22 2010

  
Tobi G. Lake, County Administrator

Date: 8-29 2010

  
Michael S. Mercer, Sheriff

Motion #10-413  
(09-22-10)