

ORIGINAL FOR SIGNATURE
February 10, 2010

AGREEMENT

By and Between

**THE NEWAYGO COUNTY BOARD OF COMMISSIONERS
AND THE SHERIFF OF NEWAYGO COUNTY**

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2010, through December 31, 2013

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AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2010 and shall be effective as of January 1, 2010, except as otherwise stated herein, 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 the **COMMAND OFFICERS ASSOCIATION OF MICHIGAN**, hereinafter referred to as the "**UNION**."

PREFACE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

The Board, Sheriff and the Union recognize their moral and legal responsibilities under Federal, State and Local laws relating to fair employment practices.

The Board, Sheriff and the Union shall not discriminate because of race, religion, creed, color, national origin, age, sex, or marital status as required by law.

ARTICLE 1
ROLE AND RELATIONSHIP OF BOARD AND SHERIFF

Section 1. As used in this Agreement, the term "Employer" shall be considered the Newaygo County Sheriff, except insofar as the Newaygo County Board of Commissioners has specific constitutional or statutory rights or responsibilities with respect to County government and its administration.

The Board and the Sheriff each agree respectively to retain and reserve to themselves individually, without limitations, all the powers, rights, authorities and duties conferred upon them by the constitution and the laws of the State of Michigan.

Nothing in this Agreement shall be taken as a dilution of the powers conferred by law upon the Board and/or the Sheriff and their relationship to each other.

The Union only recognizes that the Board of Commissioners may be the Employer to the extent that it controls the economic factors involved in the employment contract, but that the Sheriff is the Employer who has control over the day to day operations of the Sheriff's Office, thus, the Board of Commissioners and the Sheriff are dual employers for collective bargaining purposes.

ARTICLE 2 **EMPLOYER RIGHTS**

Section 1. The Employer will not discriminate against any employee because of his or her membership in the Union.

Section 2. Rules of conduct not inconsistent with the specific terms of this contract in effect at the date of this Agreement may be continued by the Sheriff. The Sheriff shall have, within his discretion, the right to make, amend, supplement or delete rules and regulations. New rules shall be reasonable and shall relate to the proper performance of an employee's duties and shall not be applied in a discriminating manner. The Union President shall receive a copy of any new or modified rule two (2) working days prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the reasonableness of the new rule or rule change, the Union President may request a special conference between the Union, Sheriff or his/her representative and the County Administrator to discuss the new rule.

Section 3. Any unresolved complaints as to the reasonableness of any new rule or regulation or any complaint involving discrimination in the application of any new rules and regulations shall be resolved through the grievance procedure.

Section 4. If a new work rule is implemented and is grieved, the issue before the committee or arbitrator shall be whether said rule is reasonable and related to the proper performance of the employee's duties and/or applied in a non-discriminatory manner.

Section 5. Retention of Rights. 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.

ARTICLE 3 **RECOGNITION**

Section 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:

All full-time certified deputies in the position of sergeant, detective and lieutenant. Excluding sheriff, undersheriff, (non-command) deputies and all others.

Section 2. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Union, or which would tend to undermine the efforts of the Union as the sole bargaining agent for the employees as set forth in Section 1 hereof.

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. If the employee denies that he/she engaged in such activity, the matter shall be resolved through the grievance procedure.

Section 3. Copies of Agreement. The Employer shall provide all present and future employees in the bargaining unit a copy of this Agreement.

Section 4. The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which in any way conflicts with the provisions hereof, unless agreed to in writing by the Union.

ARTICLE 4 **REPRESENTATION**

Section 1. Bargaining Committee. The Bargaining Committee will include not more than two (2) employees. 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 employee Bargaining Committee prior to the first bargaining meeting and substitution changes thereof, if necessary.

Section 2. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

Section 3.

A. The Employer hereby recognizes the bargaining committee of the Union as the two (2) shift stewards. The two (2) shift stewards will elect a chief steward, who will be assigned to the first shift.

The Employer further agrees to recognize two (2) alternate shift stewards, each of whom shall have one (1) year seniority, who may exercise the functions of the steward under this Agreement only if the steward on their shift is absent.

A steward may investigate any alleged or actual grievance and assist in its preparation and may be allowed reasonable time thereof during working hours without loss of time or pay upon notification and prior approval of the immediate supervisor outside of the bargaining unit.

B. The Union agrees that stewards and their alternates will continue to perform their regularly assigned duties and that the responsibility of the steward will not be used to avoid those duties. Stewards and their alternates shall act in a manner which shall not disrupt nor interfere with the normal functions of the Department. If it is necessary for a steward or his alternate to temporarily leave his assignment to process a grievance, he shall first request permission of his immediate supervisor. In the event it is necessary for a steward to remain on his job after a request to handle a grievance is made, the steward shall be relieved to perform his representative duties as quickly thereafter as possible; both parties to this Agreement recognize a rule of reason must apply in this regard.

C. The Employer agrees to compensate stewards and their alternates during their regularly scheduled working hours when processing and investigating a grievance in accordance with this Agreement.

Section 4. The Union shall be permitted to schedule meetings on 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 5
UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit, Article 3, Section 1, thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is latter, shall either become members of the Union or pay to the Union the periodic monthly dues uniformly required of all Union members or pay to the Union a monthly service fee which shall be no less than the periodic monthly dues required of all Union members. An employee shall be deemed to be in compliance with provisions of

this Section if he has tendered the periodic dues or service fee to the Union and if he is not more than thirty (30) days in arrears in payment of such dues or service fees. In the event an employee becomes delinquent, thirty (30) days or more, in the payment of his dues, the Union, after properly notifying the Employer, the employee shall be separated from his employment.

Section 2. Check-off. The Employer agrees to deduct periodic, monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the Employer the proper check-off authorization form. The check-off authorization form shall be used exclusively and shall be supplied by the Command Officers Association of Michigan.

Section 3. Save Harmless. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, liability and any other action arising from this Article or compliance therewith by the Employer.

ARTICLE 6 **SPECIAL CONFERENCES**

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 four (4) persons, no more than two of whom shall be bargaining unit members.

The Union may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half (½) hour immediately preceding a conference for which a written request has been made. Employees attending shall be paid, but only for straight time hours they would have otherwise worked on their regularly scheduled shift.

ARTICLE 7 **DISCHARGE AND DISCIPLINE**

Section 1. For all non-probationary employees discipline shall be for just cause.

Section 2. Discipline Notice. The Employer agrees, upon the discharge or discipline of an employee, to notify in writing the employee and his/her steward of the discharge or discipline. Said written notice shall contain the reasons for the discharge

or discipline. Should the discharged or disciplined employee consider the discharge or discipline to be improper, it shall be submitted to the grievance procedure. Notwithstanding the above, probationary employees are not entitled to use the grievance procedure.

Section 3. 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 two and one-half (2-1/2) years previously.

Section 4. Representation. The employee against whom charges have been made may be represented at such hearing by the steward or Union representative or Union attorney.

Section 5. Charges and Specifications. The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the commanding officer invoking the action and copies shall be furnished to the chief steward or the alternate chief steward and the member against whom the charges are brought. The chief steward and employee involved shall sign and acknowledge receipt of the disciplinary action.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 1. Definition of Grievance. The term "Grievance" as used in this Agreement is defined as a complaint involving the interpretation of, application of, or compliance with this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within ten (10) calendar days after the occurrence of the circumstances giving rise to the grievance, or ten (10) calendar days from the date when the employee should reasonably have been known of the occurrence. Any claims not conforming to the provision of this definition shall be automatically defined as not constituting a valid grievance.

Section 2. 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 Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure. The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

Section 3. Procedure for Grievances.

A. Grievances shall be processed in the following manner within the stated time limits.

B. The Union shall present the grievance in writing to the Sheriff or his designated representative and the County Administrator within ten (10) calendar days after the occurrence of the circumstances giving rise to the grievance, or ten (10) calendar days from the date when the employee should reasonably have known of the occurrence.

C. The Sheriff and the County Administrator or their representatives shall have ten (10) calendar days to answer.

D. If the Union is not satisfied with the answer of the Sheriff, it may appeal to the County Administrator within ten (10) calendar days of receipt of the Sheriff's answer. Said appeal shall be filed in writing and a copy also filed with the Sheriff. A meeting shall then be held within fifteen (15) calendar days of said appeal between the County Administrator, the Sheriff, the employee, and a representative of the Union. The Employer and the Union may have outside representatives present if desired. Such outside representation shall be limited to the Command Officers Association of Michigan attorney and/or Field Representative, and the County attorney and two (2) Commissioners. The County Administrator shall then answer the grievance in writing within ten (10) calendar days of the appeal meeting.

E. If the Union is not satisfied with the answer of the County Administrator, it may appeal the grievance to arbitration by notifying the Sheriff and County Administrator of their desire to arbitrate within fifteen (15) calendar days of receipt of the answer of the County Administrator. If the parties cannot agree upon an arbitrator they shall select one through the Federal Mediation and Conciliation Service (FMCS). The parties shall use the same selection procedure specified in Section 4. Arbitration. The decision of the arbitrator shall be final and binding upon all parties.

F. The fees and expenses of the Arbitrator and FMCS shall be shared equally by the Employer and the Union.

G. The County Administrator does not have the authority to alter the decision of the Sheriff on a disciplinary matter. If there is disagreement between the Sheriff and County Administrator on an answer to a grievance on an employee disciplinary matter, the answer of the Sheriff shall prevail. The decision of the Sheriff may be appealed by the Union to arbitration as provided hereunder.

H. Any of the time limits set forth in the Procedure for Grievances Section may be shortened or extended by mutual written agreement of the parties.

Section 4. Arbitration.

A. In accordance with the procedures of FMCS, the Union may file a demand for arbitration on all grievances specified above within fifteen (15) calendar days after

receiving the Employer's answer, not including the date of the receipt of the answer as specified in Section 3 (E) above.

B. Within five (5) calendar days after receipt of the list of arbitrators, the moving party shall proceed to strike two (2) names from the list and the other party shall strike two (2) names until only one such name remains and that person whose name remains shall become the impartial arbitrator to be used in hearing the dispute.

C. The impartial arbitrator thus selected shall be contacted directly by the parties and shall be requested to proceed as expeditiously as possible in hearing the case, following which he/she shall thereafter render his/her decision, in writing, within thirty (30) days from the close of the hearing.

D. 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. By accepting a case from the parties, the arbitrator acknowledges his/her limitations of authority, and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement.

E. 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.

F. Either party may, at its own expense, employ the services of a certified court reporter for the purposes of preserving the proceedings at the hearing.

G. The Employer shall, upon request, make employees who are on duty available as witnesses. The chief steward or his designated representative may attend all arbitration hearings and shall be paid at his regular rate by the Employer if he is scheduled to work.

Section 5. Election of Remedy. When a remedy is available for any complaint and/or Grievance of an employee through a veteran's preference 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 effected employee shall not process the complaint through the grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and subsequently elects to utilize a veterans preference remedy 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 9
SPECIAL PROGRAMS

Section 1. Firearms. The Sheriff may require all officers to qualify with their weapons once or more per year. Certified deputies shall be entitled to up to five hundred (500) rounds of ammunition for practice and to qualify, per year.

Section 2. Basic First Aid Course. All patrol personnel shall obtain and maintain Red Cross standard first aid certification at the Employer's expense.

Section 3.

A. If an employee desires to improve himself through education on a job related matter such as adult evening classes, local schools or colleges, he 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.

B. Any officer who is required to attend any institute, conference or other education program by the Sheriff shall be provided traveling expenses, per County policy, including regular wages, to attend such institute with the prior approval of the Sheriff. This Section shall not be subject to the grievance procedure.

Section 4. Educational Bonus. Any employee who shall have graduated from a two (2) year course of study in the curriculum of law enforcement, police administration or other related behavioral sciences shall receive, in addition to his regular wages and other benefits, an educational bonus of two (2%) percent of base pay per year.

Any employee who shall have graduated from a four (4) year course of study in the curriculum of law enforcement, police administration or other related behavioral sciences shall receive, in addition to his regular wages and benefits, an educational bonus of three (3%) percent of base pay per year.

The bonus as provided in this Section shall not be cumulative, i.e. if the employee acquires a Bachelor's Degree and the employee is already receiving the two (2%) percent for the two (2) year degree, the three (3%) percent bonus shall include the previous two (2%) percent bonus and shall be computed on the employee's base salary excluding the two (2%) percent bonus.

The above benefits shall not apply to employees hired after January 1, 1987. Payment shall be made on or before January 31 for the prior year. Effective for the 2012 calendar year and for the subsequent 2013 payment, the above benefits in the section entitled "Education Bonus" shall be eliminated from this Agreement and shall no longer be offered.

ARTICLE 10
HOLIDAYS

Section 1. All full time 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 in November of each year by separate check.

Section 2. The recognized holidays are:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday Afternoon	Day after Thanksgiving
Memorial Day	½ day Christmas Eve Day
Independence Day	Starting in 1990
Labor Day	Christmas Day

Section 3. Worked Holidays. Detectives and Lieutenants do not normally work on 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 straight time hourly rate for all hours worked on the holiday (Example: twenty-six (26) hours of pay for twelve (12) hours at time and one half, equaling eighteen hours, plus eight (8) hours of pay as provided in Section 1; Holiday Pay for a grand total of twenty-six (26) hours.) If an employee does not work on the holiday, he/she shall receive eight (8) hours holiday pay only. (Example: Office deputy - if he/she has the holiday off, he/she will receive thirty-two (32) hours pay and eight (8) hours holiday pay (40 hours total).) For lieutenants or detectives, if the holiday falls on a Saturday, Friday is the day off. If the holiday falls on Sunday, Monday is the day off. These Employees shall not work the holiday(s) unless ordered by the Sheriff to do so. For those employees who qualify, other than Detectives and Lieutenants, the Holiday Pay as referenced in this Section shall be paid in November as stated in Section 1.

Section 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.

Section 5. In conjunction with Section 1, given that holidays are compensated by a separate check in November of each year, if a holiday falls during an employee's scheduled vacation, the employee shall be compensated for that day at straight time as a vacation day and it will be deducted from their vacation accumulation.

Section 6. Upon separation from the department an employee shall be paid in cash for all accumulated holiday time at the prevailing rate of pay.

ARTICLE 11 **PERSONAL LEAVE/DISABILITY**

Section 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.
- c. An employee receiving Worker's Compensation shall continue to accrue personal leave for the first six (6) months while on Worker's Compensation.

Section 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) will be paid to the employee at the rate of pay the time was earned.

Section 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 14.

Section 4: Reporting. Personal leave shall be reported on the employee's time statement.

Section 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.

Section 6: Maternity Leave. Maternity leave shall be treated like any other illness under this contract.

Section 7: Disability Payment. In case of work incapacitating injury or illness for which the employee is or may be eligible for work disability benefit under the Michigan Worker's Compensation Law, such employee shall be allowed salary payment which, with his total disability benefits, equals his regular net salary or net wage for a period not to exceed six (6) months, with right to apply for an extension. Such application for an extension may be made to the Finance Committee. Employees shall promptly report work incapacitating injury or illness under this Section. The Employer payment noted above shall be by supplemental check to the employee. In the event a regular employee is off work and is eligible and receiving work disability benefits under the Workers Compensation Law for a work related injury or illness, the Employer will continue to pay the premiums on health insurance, for employees that are taking and receiving County health insurance, for a maximum of twelve (12) months from the date of the injury or the duration of time off, whichever is the lesser. Thereafter, the employee may make arrangements to pay the premium to continue insurance, provided that the insurance carrier permits the same. Individuals not taking county insurance and receiving payment in lieu of insurance will not receive such compensation during this time.

Section 8: Unpaid Personal Leave Days. Unpaid personal leave may be granted at the discretion of the Sheriff to a maximum of thirty (30) calendar days per year.

Section 9: Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act.

Section 10: In exchange for any accumulated sick leave, in February 2007, employees will receive a one time payment equal to eighty-eight percent (88%) of their 02/10/07 accrued sick leave balance (up to 120 days). The remaining twelve percent (12%) will be forfeited. Tim Deater will be the exception, his payment will be for one hundred percent (100%) of his 02/10/07 accrued sick leave balance (up to 120 days) payable upon his retirement date of December 20, 2011 or December 31, 2011 whichever comes first. Payment shall be based upon the 2011 pay rate. Should Deater separate service prior to December 20, 2011, he will receive a one

time payment equal to 88% of 120 days based upon the 2006 rate of pay. Upon his retirement Tim Deater shall not be eligible for the payment of any unused portion of accumulated personal leave days.

Section 11: Short/Long-Term Disability. After completion of the probationary period, the Employer shall provide short-term disability (STD) which will start on the 8th day of illness/injury and 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.

ARTICLE 12 **FUNERAL LEAVE**

Section 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 sick days.
- B. Upon the death of an employee's father, mother, sister, brother, father-in-law, mother-in-law, grandparent, spouse's grandparents, grandchildren or relative residing in the employee's household, he 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 sick days.

- C. Upon the death of an employee's brother-in-law and sister-in-law, he 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 sick leave.

Section 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.

Section 3. The Sheriff may grant special unpaid funeral leave or emergency leave to an employee at his discretion depending upon the circumstances.

ARTICLE 13 **SENIORITY**

Section 1. Definitions.

A. **County Seniority.** The employee's length of continuous service for the County of Newaygo since the employee's most recent date of hire. County seniority shall be used for determining annual leave accrual, sick leave, longevity and pension credits.

B. **Departmental Seniority.** Departmental seniority shall be defined as the length of an employee's continuous full time service with the Newaygo County Sheriff's Office since the employee's last date of hire excluding leaves of absence of more than thirty (30) consecutive days. Department seniority shall be used for layoff and vacation preference.

C. Any ties in the above seniority dates shall be resolved in favor of the older employee.

Section 2. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority showing name, position, class and seniority date and shall furnish a copy to the Union (chief steward) the first month of each year or as soon as is practicable after the first of the year.

Section 3. Promotion Outside of the Bargaining Unit. In the event an employee is promoted outside the bargaining unit, the employee will continue to accrue seniority in the new position at the Newaygo County Sheriff's Office. In the event the employee returns to a position in the bargaining unit, the employee shall be credited for all time earned with the Sheriff's Office, whether accrued in or out of the bargaining unit.

Section 4. Special Assignments. In the event an employee is assigned to any special program such as C-MET (Central Michigan Enforcement Team) or any similar

type program, still department connected, and of which his salary or any part of his salary is paid by Newaygo County, shall remain in the bargaining unit and his seniority shall continue at the time he assumes his new position. In the event he is removed from the program for other than just cause or resigns from the program or returns to the department, he shall be credited with seniority for all the time spent with the special unit.

Section 5. Super Seniority. Notwithstanding his position on the seniority list, the president of the bargaining unit, for the period for which they hold such office, shall be the last bargaining unit employee laid off and the first bargaining unit employee to be recalled, provided they are able to perform the required work. The Union agrees that this Section shall not be abused to avert potential layoff.

Section 6. Loss of Seniority. An employee shall lose his status as an employee and his 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.
- E. He/she has been laid off for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
- F. Unexcused absence for three (3) or more consecutive regularly scheduled work days.
- G. Unexcused failure to return from a leave of absence on the specified date for return.

Section 7. Probationary Period. All employees shall be considered probationary employees until the employee has completed six (6) months of Employer compensated work in this command bargaining unit. The Sheriff has the right to extend the probationary period of an employee up to an additional two (2) months upon consultation with the affected employee and Union representative prior to the extension of any probationary period. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the 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. 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 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 due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE 14
VACATIONS

Section 1. Effective for year 2004, on January 1st, as has been the past practice, employees shall be credited their vacation accrual. Effective January 1, 2005, employees shall earn vacation time each pay period (which shall be indicated on the employees pay stub), credited on the employees' last full time date of hire and based on the following vacation schedule and upon hours worked:

Vacation Schedule

<u>Years of Service</u>	<u>Days/Year</u>	<u>Days/Month</u>
1 year but less than 5 years	10	.8334
Five but less than nine years	15	1.2500
Nine but less than fourteen years	20	1.6667
Fourteen but less than twenty years	25	2.0834
Twenty or more years	30	2.5000

As used in this section, "per hours worked" shall include all regularly scheduled straight time hours worked, paid vacation hours, paid sick leave and paid funeral leave and shall not exceed 2080 hours in any calendar year. See Section 5.

Section 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 shall not be arbitrarily denied.

If a holiday falls during an employee's scheduled vacation, the employee shall be paid in accordance with the vacation pay provision.

Section 3. Vacation Request. Employees will submit their vacation time request by February 15 of the current year to be granted according to seniority. After this date, the request will be granted as per first request received. All requests should be dated as of the date it is submitted to the Lieutenant. Consideration of employee preference shall be given when possible and practical. Employees will be notified within

ten (10) days after requesting their vacation if it is approved or not. Employees submitting their requests before February 15 for later in the year will have to wait until February 15 for an answer due to the seniority status in effect until that time. After February 15 when an employee requests vacation time he will be notified within ten (10) days after requesting their vacation if it is approved or not.

Section 4. Unused Vacation Time. Vacation time accumulated in a given year shall be used by July 1 of the following year and cannot be carried over beyond that date, however, vacations not taken due to unusual circumstances shall be paid in the last pay period in June following the year it was earned. Effective December 31, 2004, the maximum carryover from year to year may not exceed eighty (80) hours more than the amount of vacation earned in the previous year.

Section 5. Separation from Employment. Any employee eligible for use of annual vacation leave who is separated from service for any reason shall be compensated for all unused 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.

Notwithstanding any contrary provisions, employees who terminate employment or retire shall not be eligible to receive vacation which they have not earned but have been credited. If such an employee takes vacation before it is earned, the employee shall have the value of the vacation time deducted from the employee's last paycheck(s).

ARTICLE 15 **PASS DAYS**

Section 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."

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

Section 3. Changing. 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.

Section 4. Emergencies. Pass days herein provided for may be postponed for emergency purposes by the Sheriff. Pass days so postponed may be taken at a later date at the discretion of the employee involved or be paid at the rate of time and one-half (1 ½) for each hour worked. If the employee elects payment, he shall be paid within

the same period in which the pass day was postponed. For the purpose of this Section, the Sheriff shall determine the existence of an emergency. The parties agree that an emergency situation is that as defined by Webster's Dictionary.

Section 5. Pass Days with Vacation. Employees may be allowed their long weekends and closely related pass days to be taken along with their vacation days when requested at the time they request their vacation at least thirty (30) days in advance and it is reasonably possible to schedule as such.

ARTICLE 16 **PENSION PLAN**

Section 1. The Employer shall continue to provide the fully paid, non-employee contributory pension plan MERS B-3 with the F50-25 years of service. Effective January 1, 2003, the Employer shall provide the MERS B-4 (annuity factor 2.50% times years of service) retirement plan, except as noted in Section 2. Effective the first pay check of December 2013, and from there after, all employees enrolled in the Defined Benefit retirement plan shall contribute 4.5% of their gross pay towards their retirement plan.

Section 2. Defined Contribution: (For employees hired on or after January 1, 2007 and those hired before January 1, 2007 electing to roll over into the defined contribution plan.)

- (1) The County participates in a retirement program administered by MERS as provided in Act 427 of the Public Acts of 1984 as amended.
- (2) Under this plan, the compensation contribution is as follows: 5% of compensation contribution by Newaygo County with an additional 3% matching amount by the County if the employee contributes 3% (i.e. Newaygo County Board will contribute 5% to the employee's account under the plan. If the employee contributes 3% under the plan to his or her account, the County will contribute another 3% to the employee's account). Effective the first pay check of December 2013, all employees enrolled in the Defined Contribution retirement plan will have the one time, irrevocable option to increase their contribution to 4% and, if chosen, the County will match the new contribution level up to a maximum of 4% to the employee's account.
- (3) Employees will have a vesting period of four (4) years. The Defined Contribution Plan is subject to established MERS guidelines and County policies and procedures. Additional information explaining the retirement system is available through the County Administrator's office.

Section 3. Act No. 126 of P.A. 1980, permits members of the Michigan Municipal Employees' Retirement System to be credited with up to five (5) years of their military service, upon approval of the local governing body, provided they have accumulated a total of ten (10) years of service under M.E.R.S. The Michigan Municipal Employees' Retirement System is authorized to grant up to five (5) years of Military Service to employees at no cost to the employee, providing the employee has furnished a copy of his/her military discharge papers and has filed a statement to the effect that such military service has not, nor will be used in any other retirement benefit for the purpose of drawing a retirement benefit. The Employer agrees to provide the above benefit to employees who meet the eligibility requirements.

Section 4. Retirement shall be defined as the separation of service with 25 years of service and 50 years of age and be eligible to immediately receive MERS benefits. Definition of retirement shall include employees with duty disability or duty death as deemed by MCOLES.

ARTICLE 17 **INSURANCE**

Section 1. Effective January 1, 2007, employees shall receive the same health, prescription, dental and optical insurance coverage as non-union county employees and under the same terms and conditions.

Beginning January 1, 2010 through December 31, 2011, the Employer will reimburse out of pocket expenses for health insurance for each employee/contract up to a maximum total of \$1,500. For purposes of this Section, out of pocket expenses refer to deductibles including annual percentage co-pays, co-pays for office visits, prescription, dental, and vision. Out of pocket expenses do not include over the counter medications or any payroll deductions for medical. Reimbursements incurred prior to November 2010, will be taxable.

Beginning January 1, 2012 through December 31, 2013, the Employer will reimburse out of pocket expenses for health insurance for each employee/contract up to a maximum of \$1,000 for each calendar year. For purposes of this Section, out of pocket expenses refer to deductibles including annual percentage co-pays and co-pays for office visits. Out of pocket expenses do not include expenses related to prescription, dental, vision, or any payroll deductions for medical.

Section 2. Each employee shall be furnished, at the Employer's expense, \$50,000 life and accidental death and dismemberment insurance.

Section 3. Liability Insurance. The Employer shall furnish liability insurance for employees, if practicable, protecting the employees from any and all liability while acting within the good faith scope of their duties and that arises out of or in the course of

their employment. Said insurance coverage shall include acts of negligence of the employee performed during his course of duty and shall further provide said employee, if sued, with an adequate defense and if any judgment is rendered against him, it shall be satisfied. Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to be a self insurer and shall protect said employees in the same manner in the same terms and conditions as if it had secured the liability insurance coverage.

Section 4. The Employer shall provide single subscriber health insurance for future retirees with the following contingencies:

- 1) Between the ages of 55 to 65. Effective upon ratification, the eligible ages shall be between 50 and 65 years. For duty disability, the maximum eligibility period shall not exceed 15 years. For duty death, the surviving spouse shall receive the deceased employee's retiree health insurance benefit for a period not to exceed 15 years.
- 2) The maximum payment obligation of the Employer is up to \$200.00 per month for the premium cost.
- 3) 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.

Section 5. If an employee is covered by a spouse's hospitalization plan, the employee has the following option: In lieu of hospitalization coverage through the County, the Employer shall pay One Hundred Fifty and No/100 Dollars (\$150.00) per month to the employee, subject to normal tax withholdings. Effective January 1, 2007, employees eligible for payment under this section shall receive the same payment per month as non-union county employees and under the same terms and conditions.

Section 6. 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 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.

This program shall start at anytime at the Employer's discretion.

ARTICLE 18
LAYOFF AND RECALL

Section 1. In the event that a reduction in personnel is necessary, as determined by the Board of Commissioners, layoffs shall be by classification. In the event of a layoff, the last employee hired in the classification affected by the layoff shall be the first employee laid off, provided that all employees with more seniority are equally qualified to perform the work. Employees shall be notified of their layoff at least thirty (30) 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. If an employee fails to respond to a notice of recall within forty-eight (48) hours, the Employer may assume that the employee has voluntarily quit.

Section 2. Demotion in Lieu of Layoff. An employee, subject to layoff who so requests within forty-eight (48) hours after receipt of notice of layoff, shall in lieu of layoff, be demoted to a lower position in this bargaining unit if the employee has greater seniority than any employee in that lower classification. Before a more senior employee can bump a less senior employee, the Sheriff must be satisfied that the employee can properly perform the job he wishes to bump into. Employees covered in this bargaining unit cannot bump into another bargaining unit unless agreed to by that bargaining unit.

Section 3. Preferred Eligible List. An employee who is laid off shall have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.

Section 4. Benefit Continuation. Employees who are in layoff shall have their insurance and hospitalization continued by the Employer for a period of one (1) month (thirty days) after the employee has been laid off. Thereafter, the employee, if he/she so desires, shall pay the entire premium directly to the Employer to maintain their life and hospitalization insurance.

Section 5. Voluntary Layoff. When faced with a layoff, the Employer may, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty, at the time of the solicitation, the length of such layoff. If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and if necessary, layoff activities will proceed in the manner outlined above.

If the Employer does not secure any layoff by voluntary action, the above provisions will apply.

ARTICLE 19 **UNIFORMS AND CLOTHING**

Section 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. No individual purchases shall be made without prior, specific written authorization of the Sheriff.

- One Car Jacket
- One Pair Winter Gloves
- Four Pair Pants (two of which will be light weight)
- Eight Shirts (four long sleeve; four short sleeve)
- Three Ties
- Two Hats (one winter; one summer with hat covers)
- Uniform of the Day Brass
- One ID Card with Case
- One Bullet Proof Vest
- First Aid Equipment In Each Car Including Airways
- Department Approved Weapons and Ammunition
- One Garrison Belt And Attachments
- One Set of Handcuffs
- Two Pair of Fatigues
- Department Approved Footwear
- Flashlight

Section 2. Clothing. Any employee required to use ordinary street clothes as a substantial part of his/her duties shall receive a clothing allowance in the sum of Seven Hundred Dollars (\$700) per annum.

Section 3. Dry Cleaning. The Employer shall maintain all uniforms that are issued for all employees.

Section 4. Replacement Items. Articles of personal apparel damaged or destroyed during the course of an employee's assigned performance of duty or in the performance of police duty not caused by the employee's negligence, shall be repaired or replaced at the expense of the Employer.

Section 5. All employees on duty shall be in regulation Newaygo County uniforms.

ARTICLE 20
LONGEVITY PAY

Section 1. All eligible regular full time employees in the active service of the Employer shall receive an annual longevity payment as follows:

<u>Service Bonus</u>	<u>Based on First \$10,000 Only</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.

Section 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 is not entitled to longevity for that year.

Section 3. Pro Rata Payment. Pro rata payments in case of retirement or death shall be made as soon as is practicable thereafter.

ARTICLE 21
PERSONNEL RECORDS

Section 1. Personnel File. The parties agree that Act 397 of 1978, as amended (Employee Right To Know Act), shall govern access and review of the personnel records (MCL 423.501 et seq). The Union members' Sheriff's Office personnel file shall be kept under the direct control of the Sheriff or Undersheriff.

Section 2. The County Administrator shall establish and maintain a history record for each employee; this record shall include the employee's name, address, date of employment, classification, salary rate and such other employment information as he deems necessary.

ARTICLE 22
WAGES

Section 1. Listed below are the classifications which are covered by this Agreement with the corresponding annual salaries and step increases. Effective the first full pay period of January 2010 the Lieutenant wages will be given a one-time increase to an annual accumulated rate of \$54,000 based upon an hourly rate, before the 2010 annual wage increase is applied.

*Effective the first full payroll period in January of each year and **effective the first full payroll period in July of 2012 and 2013, the following salary schedule shall be in effect as follows:

	<u>01/01/10*</u>	<u>01/01/11*</u>	<u>01/01/12*</u>	<u>07/27/12**</u>	<u>01/01/13*</u>	<u>07/26/13**</u>
	2%	2%	1%	1%	1%	1%
<u>Classification</u>						
<u>Sergeant</u>	\$24.29	\$24.78	\$25.03	\$25.28	\$25.53	\$25.79
<u>Detective</u>	\$24.76	\$25.26	\$25.51	\$25.77	\$26.03	\$26.29
<u>Lieutenant</u>	\$26.48	\$27.01	\$27.28	\$27.55	\$27.83	\$28.11

Section 2. Each full-time employee will be increased to the next salary step on the beginning of the payroll period next following his/her anniversary date.

Section 3. A snowmobile marine deputy shall be paid according to the deputy rate above provided on a pro rata basis for hours worked. The annual salary is computed on the basis of 2,080 hours.

Section 4. Credit for Time Served in Law Enforcement. A credit on the salary schedule for one-half (1/2) year for every year served to a maximum of four (4) years (maximum 2 years credit) may be given for new hires for prior satisfactory law enforcement experience in the discretion of the Newaygo County Board of Commissioners or its designated representative.

ARTICLE 23
HOURS AND RATES OF PAY

Section 1. Hours and Work Week. The normal working shifts for full-time employees in the classification of sergeant shall be operated on a fourteen (14) day repeatable scheduling cycle. The Sheriff reserves the right to return to eight (8) hour or ten (10) hour shifts upon fourteen (14) calendar days written notice.

Section 2. Exceptions. Any exceptions or changes to the starting or quitting time of departmental shifts for any employee or group of employees shall be subject to

the special conference provision. If the parties are unable to agree, the Union may file under the expedited grievance procedure as provided for herein. Any reduction in the work week or the work day or any reduction involving a combination of the length of the work day, work week, shall be the object of collective bargaining.

Section 3. 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. Said schedule shall be posted at least twenty-one (21) days prior to its effective date.

Section 4. Changes in Schedule. An employee shall be notified in writing at least fourteen (14) calendar days prior to any change in his regular day off sequence or shift, provided, however, that this provision shall not apply when there are emergency situations or manpower shortages, or when an employee requests such change and it is approved by the Sheriff. The Employer will not change any employee's schedule in order to avoid the payment of overtime because of Union activity or for the purpose of disciplinary action.

Section 5. Shift Bids. Notwithstanding any contrary provision in this contract, officers in this unit are not entitled to bid on shift selection and may be assigned to any shift determined by the Sheriff.

Section 6. 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. **Daily and Periodically.** All work performed in excess of the regularly scheduled shift and eighty (80) hours in any scheduled, bi-weekly pay period, except as provided herein.
- B. **Leave with Pay.** For purpose of computing overtime hours, time spent on leave with pay shall be counted as time worked.
- C. **Conflict.** An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.
- D. **Overtime for Doubling Back on Shift Changes.** 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.

Section 7. 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, when notice is given at the time the aforementioned time is worked, and is requested at least thirty (30) days in advance of time desired or at a mutually agreed upon time during the calendar year or three (3) months following the calendar year the time was worked. If this notice of desire to take compensatory time is not noted on the employee's voucher at the time the hours are worked they will be paid for the time worked on the following pay period as usual. Further deferment of such time off shall be allowed only if approved by the Sheriff. In the event that such time off is not taken within the limiting time by the employee, he shall be given cash payment at the rate based on his salary at the time the hours were worked. The maximum accumulated compensatory time allowed is forty (40) hours at any one time.

Section 8. Breaks and Meal Periods. Any break time during each eight (8) hour shift shall be in two (2) fifteen (15) minute intervals and one (1) thirty (30) minute break. When taken, there shall be one (1) fifteen (15) minute break in the first half of the employees' shift and the other fifteen (15) minute break in the employees' second half of his/her shift. Breaks shall not interfere with an employee's complaint load and the opportunity to take a break is contingent upon there being available time, given the employee's complaint load. Work breaks not taken shall not accumulate.

Section 9. Court Time. Employees summoned or directed into court, including Probate Court or official hearing, 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.

Section 10. Call In Pay. All off duty officers covered by this Agreement called into duty for Department Meetings or work shall be compensated at the rate of time and one-half (1 ½) with a minimum rate of two (2) hours.

Section 11. Shift Differential. In addition to their base rate of pay, those employees assigned to the 3:00 p.m. to 3:00 a.m. shift shall receive twenty (20) cents per hour and those employees assigned to the 6:30 p.m. to 6:30 a.m. shift shall receive, in addition to their base pay, twenty-five (25) cents per hour.

ARTICLE 24 **MILITARY LEAVE**

Section 1. Employees inducted or enlisted in the military service of the United States of America will be covered as provided in the Federal Statutes.

Section 2. The Employer shall adhere to all mandatory State and federal laws dealing with military leaves of absence.

Section 3. An employee shall be granted a leave of absence as a reservist of the Armed Forces of the United States or if in the National Guard, to perform training duty.

An employee who performs training duty and who has one (1) year or more of continuous service at the time he starts on such training duty and who is required to attend such training duty will, if the training duty requires his absence from work for five (5) or more consecutive working days, be paid for the time involved, but not to exceed two (2) weeks, ten (10) working days, in a calendar year, the difference, if any, between the amount of base pay received from the government and the rate of his regular classification salary.

ARTICLE 25 **MISCELLANEOUS**

Section 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.

In the event that a provision previously made invalid by operation of law is subsequently made legal, then in such event, the prior provision shall be applicable and the negotiated replacement, if any, shall be null and void unless otherwise agreed to by the parties in writing.

Section 2. Captions. Captions or sub-headings used in this Agreement are for the purpose for identification only and are not a substantial part of this Agreement.

Section 3. Gender. When reference is made to the male gender, it shall be considered to include the female gender as well.

Section 4. Safety. The Employer shall have the responsibility to maintain all equipment in a safely operating condition when furnished by the Employer for use by the employees in the performance of their assigned duties, except employees shall maintain in a safe use and operating condition all uniforms, clothing and other equipment issued to them by the Employer upon entry into the Employer's service.

When the employee shall find the equipment furnished by the Employer as unsafe in use and performance of his assigned duties, the employee shall be required to immediately report the condition to his immediate superior or his supervisor; and if the condition is not satisfactorily resolved within forty-eight (48) hours, the employee may have recourse through the grievance procedures provided herein.

Section 5. Union Bulletin Boards. The Employer agrees to furnish the Union adequate bulletin boards in such number and locations as shall be mutually agreeable to the Employer and the Union; the board shall be used solely for notices and bulletins pertaining to the following: Union meetings, Union elections, Union reports, international Union rulings or policies and Union recreational or social events.

Notices and announcements shall not contain anything of political or partisan nature.

Section 6. State Union Conference. Employees or their alternate, who are elected to attend state and national Union conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirement of the Command Officers Association of Michigan constitution, provided, however, that such time off will not exceed two (2) days in any calendar year at any one particular time, and such employees do not number more than one (1).

Section 7. National Conference. Employees who are elected to represent the Local Command Officers Association of Michigan Lodge in special, state or national conferences shall be allowed time off without loss of pay to attend such conferences, not to exceed three (3) days, twenty-four (24) hours, in any fiscal year, upon written request from the Command Officers Association of Michigan and with prior approval of the Sheriff or his designee, further provided, that such employees number no more than one (1) at any give time.

Section 8. New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. If no objection is made within that time, the Employer may implement its proposal. If an objection is made as stated above, the parties shall meet within thirty (30) calendar days to negotiate any change which might be required.

Section 9. Lockers. A full length locker shall be designated for each employee and shall be capable of holding all their police equipment and shall be properly placed in a separate and distinct room.

Section 10. Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that the employee

cannot perform his/her regular job, the Employer will make every effort to place the employee in a position within the bargaining unit that he/she is physically and mentally able to perform. The parties recognize that the Americans with Disabilities Act (ADA) applies to the Sheriff's Office. In the event of a conflict with this labor contract and the ADA, the ADA shall supersede that provision.

Section 11. Acting Assignment. No employee shall be assigned the duties of a higher classification except by written order. Employees so ordered shall receive the rate of the higher classification. Any disputes with respect to this provision shall be subject to the grievance procedure.

Section 12. Subcontracting. The Employer guarantees that it will not employ outside persons for work customarily done by the employees within this bargaining unit except as stated below. The Union agrees that the Employer may permit County employees, not included in the bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Sheriff's Office. However, all other uses of County or other employees to perform bargaining unit work are the subject of collective bargaining.

Section 13. Divers. Diving pay for practice or training shall be at straight time rates while on duty; time and one-half while off duty. At least four (4) practice dives shall be scheduled annually but the Sheriff may schedule more than four (4) annual dives. In order for the dive members to be eligible to dive, they must participate in at least fifty percent (50%) of the scheduled annual practice dives, which may exceed four (4) practice dives.

Section 14. Upon ratification of the 2010-2013 Agreement the Employer agrees to develop a fund with \$3,000 annually for years 2010, 2011, 2012, and 2013 for legal fees to settle grievances. If no legal expenses related to grievances are incurred, the money will be split equally amongst each employee covered by this Agreement, on an annual basis.

ARTICLE 26 **DURATION**

Section 1. This Agreement shall become effective as of January 1, 2010, and the terms and provisions hereof shall remain in full force and effect until 11:59 p.m., December 31, 2013. Wages and benefits shall be retroactive for employees employed within the bargaining unit on the date of execution by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date following.

**COUNTY OF NEWAYGO
BOARD OF COMMISSIONERS**

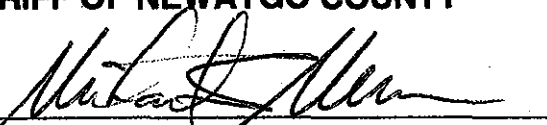
By: 
Adam Wright, Chairperson
Board of Commissioners

Date: 10/6/10

By: 
Tobi G. Lake
County Administrator

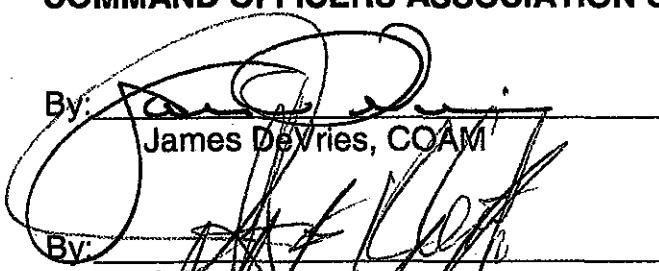
Date: 10-13-10

SHERIFF OF NEWAYGO COUNTY

By: 
Michael S. Mercer

Date: 9-29-10


COMMAND OFFICERS ASSOCIATION OF MICHIGAN

By: 
James DeVries, COAM

Date: 9/27/2010

By: 
Jeffrey Lentz

Date: 09-29-2010

By: 
Donald Austin

Date: 9-27-10

