

3584

12/31/99

April 8, 1998
Signature Copy

AGREEMENT

By and Between

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

AND

POLICE OFFICERS LABOR COUNCIL
(DEPUTIES)

Effective January 1, 1997 through December 31, 1999

Newaygo County

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT	1
PREFACE	1
1 ROLE AND RELATIONSHIP OF BOARD AND SHERIFF	1
Section 1.	1
2 EMPLOYER RIGHTS	2
Section 1.	2
Section 2.	2
Section 3.	2
Section 4.	2
Section 5. Retention of Rights	2
3 RECOGNITION	2
Section 1. Collective Bargaining Unit	2
Section 2.	3
Section 3. Copies of Agreement	3
Section 4.	3
4 REPRESENTATION	3
Section 1. Bargaining Committee	3
Section 2.	3
Section 3.	3
Section 4.	4
Section 5.	4
5 UNION SECURITY	4
Section 1. Agency Shop	4
Section 2. Checkoff	5
Section 3. Save Harmless	5
6 SPECIAL CONFERENCES	5
Special Conference Procedure	5
7 DISCHARGE AND DISCIPLINE	6
Section 1.	6
Section 2. Discipline Notice	6
Section 3. Prior Discipline	6
Section 4. Representation	6
Section 5. Charges and Specifications	6

8	GRIEVANCE PROCEDURE	6
	Section 1. Definition of Grievance	6
	Section 2. Time Limitation	6
	Section 3. Procedure for Grievances	7
	Section 4. Arbitration	8
	Section 5. Election of Remedy	8
9	SPECIAL PROGRAMS	9
	Section 1. Training	9
	Section 2. Firearms	9
	Section 3. Basic First Aid Course	9
	Section 4.	9
	Section 5. Educational Bonus	9
10	HOLIDAYS	10
	Section 1.	10
	Section 2.	10
	Section 3. Worked Holidays	10
	Section 4. Holiday Eligibility	10
	Section 5.	11
	Section 6.	11
11	SICK LEAVE	11
	Section 1. Sick Leave Credit	11
	Section 2. Maximum Accumulation	11
	Section 3. Use	11
	Section 4. Reporting	11
	Section 5. Short Term Absence	11
	Section 6.	12
	Section 7. Maternity Leave	12
	Section 8. Disability Payment	12
	Section 9. Unpaid Personal Leave Days	12
	Section 10. Family and Medical Leave	12
12	FUNERAL LEAVE	12
	Section 1.	12
	Section 2.	13
	Section 3.	13
13	SENIORITY	13
	Section 1. Definitions	13
	Section 2. Seniority List	13
	Section 3. Promotion Outside of the Bargaining Unit	14
	Section 4. Special Assignments	14
	Section 5. Super Seniority	14
	Section 6. Loss of Seniority	14

	Section 7. Definition of Part Time Employee and Part Time Employee's Seniority and Fringe Benefits	15
	Section 8. Use of Part Time Employees	15
	Section 9. Probationary Period	15
14	VACATIONS	16
	Section 1.	16
	Section 2. Use	16
	Section 3. Vacation Request	16
	Section 4. Unused Vacation Time	17
	Section 5. Separation from Employment	17
15	PASS DAYS	17
	Section 1. Definitions	17
	Section 2. Number	17
	Section 3. Changing	17
	Section 4. Emergencies	17
	Section 5. Pass Days with Vacation	17
16	PENSION PLAN	17
	Section 1.	17
	Section 2.	18
	Section 3.	18
17	INSURANCE	18
	Section 1.	18
	Section 2.	18
	Section 3. Liability Insurance	18
	Section 4. Dental Insurance	19
	Section 5.	19
	Section 6.	19
	Section 7.	19
	Section 8. Wellness Program	19
18	LAYOFF AND RECALL	19
	Section 1.	19
	Section 2. Demotion in Lieu of Layoff	20
	Section 3. Preferred Eligible List	20
	Section 4. Benefit Continuation	20
	Section 5. Voluntary Layoff	20
19	UNIFORMS AND CLOTHING	20
	Section 1. Issuance	20
	Section 2. Clothing	21
	Section 3. Dry Cleaning	21
	Section 4. Replacement Items	21
	Section 5.	21

20	LONGEVITY PAY	21
	Section 1.	21
	Section 2.	22
	Section 3. Pro Rata Payment	22
21	PERSONNEL RECORDS	22
	Section 1. Personnel File	22
	Section 2.	22
22	WAGES	22
	Section 1.	22
	Section 2.	23
	Section 3.	23
	Section 4. Credit for Time Served in Law Enforcement	23
	Section 5.	23
23	HOURS AND RATES OF PAY	24
	Section 1. Hours	24
	Section 2. Exceptions	24
	Section 3. Work Week	24
	Section 4. Schedule	24
	Section 5. Changes in Schedule	24
	Section 6. Shift Preference	24
	Section 7. Shift Bids	24
	Section 8. Overtime	25
	Section 9. Compensatory Time	25
	Section 10. Overtime Distribution	26
	Section 11. Breaks and Meal Periods	26
	Section 12. Court Time	26
	Section 13. Call In Pay	26
	Section 14. Shift Differential	26
24	MILITARY LEAVE	26
	Section 1.	26
	Section 2.	26
	Section 3.	27
25	MISCELLANEOUS	27
	Section 1. Basic Police School	27
	Section 2. Separability	27
	Section 3. Captions	27
	Section 4. Gender	27
	Section 5. Safety	27
	Section 6. Union Bulletin Boards	27
	Section 7. State Union Conference	28
	Section 8. National Conference	28
	Section 9. New Classifications	28

	Section 10. Lockers	28
	Section 11. Humanitarian Clause	28
	Section 12. Acting Assignment	29
	Section 13. Subcontracting	29
	Section 14. Divers	29
26	DURATION	30
	Section 1.	30

Letter of Understanding (10 hour shifts)

ALPHABETICAL ARTICLE INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	AGREEMENT	1
7	DISCHARGE AND DISCIPLINE	6
26	DURATION	30
2	EMPLOYER RIGHTS	2
12	FUNERAL LEAVE	12
8	GRIEVANCE PROCEDURE	6
10	HOLIDAYS	10
23	HOURS AND RATES OF PAY	24
17	INSURANCE	18
18	LAYOFF AND RECALL	19
20	LONGEVITY PAY	21
24	MILITARY LEAVE	26
25	MISCELLANEOUS	27
15	PASS DAYS	17
16	PENSION PLAN	16
21	PERSONNEL RECORDS	22
	PREFACE	1
3	RECOGNITION	2
4	REPRESENTATION	3
1	ROLE AND RELATIONSHIP OF BOARD AND SHERIFF	1
13	SENIORITY	13
11	SICK LEAVE	11
6	SPECIAL CONFERENCES	5
9	SPECIAL PROGRAMS	9
19	UNIFORMS AND CLOTHING	20
5	UNION SECURITY	4
14	VACATIONS	16
22	WAGES	22

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1998, and shall be effective as of January 1, 1997, 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 **POLICE OFFICERS LABOR COUNCIL**, 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 Department, 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 Department in the following described unit:

All full time and part time certified deputies including the position of deputy sheriff-office, as defined by the County personnel policy of the Sheriff's Department of the County of Newaygo, except the Sheriff, Undersheriff and head matron.

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 three (3) 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. The Sheriff will not unreasonably refuse a request by any member of the Bargaining Committee to be transferred to the day shift for contract negotiations

irrespective of seniority and the Sheriff shall have the right to transfer the least senior non-probationary employee, subject to the "needs of the service" to fill said transfer during negotiations without recourse to the grievance procedure.

Section 4.

A. The Employer hereby recognizes the bargaining committee of the Union as the three (3) shift stewards. The three (3) shift stewards will elect a chief steward, who will be assigned to the first shift.

The Employer further agrees to recognize three (3) 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 5. The Union shall be permitted to schedule meetings on Sheriff Department 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. Checkoff. 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 checkoff authorization form. The checkoff authorization form shall be used exclusively and shall be supplied by the Police Officers Labor Council.

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 three 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 Police Officers Labor Council 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. Training. All regular and non-probationary officers who have not completed the Mid Michigan Police Academy or its equivalent may receive such training on a schedule approved by the Sheriff in order that all existing officers may complete training.

Section 2. 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 3. Basic First Aid Course. All patrol personnel shall obtain and maintain Red Cross standard first aid certification at the Employer's expense.

Section 4.

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 5. 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.

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
Washington's Birthday	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. 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 (20) hours of pay for eight (8) hours of work, this including Section 1, Holiday Pay). 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 office deputies, lieutenants, 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.

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. 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.

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 **SICK LEAVE**

Section 1. Sick Leave Credit. All full time employees covered hereby shall earn sick leave credit at the rate of one (1) work day with pay for each completed month of service. If said credit is not used in the first year of employment, it shall be retained and additional sick leave accumulated therefrom in accordance with this Article. "Month of Service" is defined as fifteen (15) or more days worked by the employee and/or Employer paid leave. An employee receiving Worker's Compensation shall continue to accrue sick leave for the first six (6) months while on Worker's Compensation.

Section 2. Maximum Accumulation. A member of this bargaining unit may accumulate, without limit, all earned sick leave which can be used as provided in Section 3, **Use**. However, the maximum accumulation for "pay out" purposes of sick leave as provided in Section 6 shall be one hundred twenty (120) days, except for those employees that as of September 17, 1987 have more than one hundred twenty (120) days accumulated. However, for those employees that have more than one hundred twenty (120) days accumulated as of September 17, 1987 who subsequently go below one hundred twenty (120) days, cannot later go beyond one hundred twenty (120) later for "pay out" purposes.

Section 3. Use. An employee eligible for sick 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 sick 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.

Section 4. Reporting. Sick leave of absence 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 sick leave in accordance with these provisions shall be charged proportionately in amounts not smaller than one (1) hour.

Section 6.

A. Upon separation from the Employer's service, a member shall be paid for unused accumulated sick leave at his regular rate of compensation at the time of separation up to a maximum of one hundred twenty (120) days. Such accumulated sick leave shall be paid on the following basis:

1. 100% of the employee's accumulated sick leave payable upon the death or retirement of the employee up to a maximum of one hundred twenty (120) days.
2. 50% of the employee's accumulated sick leave upon separation of the employee from the Employer's service for any other cause, provided that the employee has completed four (4) or more years of service, up to a maximum of sixty (60) days. (50% of 120 days).

Section 7. Maternity Leave. Maternity leave shall be treated like any other illness under this contract.

Section 8. 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.

Section 9. 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 10. Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act.

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 employees 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 Department 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 shift preference, layoff, transfer, duty assignments 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, his seniority shall continue at the time he assumes his new position in the service of the Newaygo County Sheriff's Department. In the event the employee is demoted or dismissed from the supervisory position for reasons other than just cause and he returns to a position in the bargaining unit, he shall be credited for all time with the Sheriff's Department, whether in or out of the bargaining unit, if the affected employee brings his Union dues up to date for the period he/she was outside the bargaining unit within thirty (30) days.

Section 4. Special Assignments. In the event an employee is assigned to any special program such as the Region 8 Detective Unit Program 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 chief steward and 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. Definition of Part Time Employee and Part Time Employee's Seniority and Fringe Benefits. Employees regularly scheduled to work twenty (20) hours per week but less than twenty-six (26) hours per week shall be considered half time (1/2) employees; those regularly scheduled to work more than twenty-six (26) hours per week but less than thirty-six (36) hours per week shall be considered 3/4 time employees and those regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week shall be considered full time employees.

The following benefits shall be extended to part time employees on a proportional basis: vacation time, holidays, personal leave, sick leave, longevity and retirement.

Part time employees shall retain seniority on the same basis as full time employees. This seniority shall be exercised during periods of layoff, recall and for filling of vacancies.

Part time employees shall be eligible for hospitalization insurance upon enrollment and shall receive an Employer contribution after they have obtained two (2) years of continuous service.

Funeral leave shall be granted to part time employees on the same basis as full time employees.

Section 8. Use of Part Time Employees. The Employer may use part-time employees to perform bargaining unit work under the following circumstances:

1. To perform marine patrol duties as determined by the Sheriff.
2. To perform duties when full-time employees are absent from work for extended illness, vacation, absences due to workers' compensation, bona fide emergencies and other extended leaves of full-time employees (example: FMLA) and fill in for vacant full-time positions until such positions are filled.
3. To perform regularly scheduled advance noticed overtime if no full-time officer signs up for same three (3) days before the shift starts. (This applies to shifts on the schedule at the time of posting).

Section 9. Probationary Period. All employees shall be considered probationary employees until the employee has completed six (6) months of Employer compensated work. 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. 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 hire; 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. 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

<u>Years of Service</u>	<u>Days/Year</u>	<u>Days/Month</u>
1 year but less than 5 years	10	.833
Five but less than nine years	15	1.25
Nine but less than fourteen years	20	1.66
Fourteen but less than twenty years	25	2.08
Twenty or more years	30	2.5

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 allowed one (1) more vacation day and be paid in accordance with the holiday pay provision.

Section 3. Vacation Request. Vacation pay checks shall be delivered to eligible employees on their last day worked prior to the start of their vacation, provided they make written requests therefore in advance of the start of such vacation and such must be personally arranged with the Finance Department.

Employees will submit their vacation time request by April 1 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 April 1 for later in the year will have to wait until April 1 for an answer due to the seniority status in effect until that time. After April 1 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.

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.

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 1/2) 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 C-2, with Section 55-F waiver with twenty-five (25) years of service, with the Michigan Municipal Retirement System. Effective January 1, 1992, the

Employer shall provide the MERS B-3 retirement plan. Effective January 1, 1994, the Employer shall provide the F-50 with 25 years of service.

Section 2. The Michigan Municipal Employees Retirement Pension Plan applies to all employees regularly scheduled for not less than twenty (20) hours per week.

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.

ARTICLE 17 **INSURANCE**

Section 1. The Employer shall maintain the medical insurance benefits in effect on January 1, 1987, excepting, a Five and No/100ths Dollars (\$5.00) drug rider for non-generic prescription drugs and a no cost factor for generic drugs may be implemented by the Employer at any time and excepting as noted below. Further, the Employer reserves the right at any time to change the insurance carrier, provided such change does not reduce the insurance benefits and the Union is given at least thirty (30) days prior notice of such change. Effective anytime after the execution of this agreement in 1993, the Employer may change the health insurance deductible to \$250/500 (First Dollar).

Section 2. Each employee shall be furnished, at the Employer's expense, \$20,000 life and accidental death and dismemberment insurance.

Section 3. Liability Insurance. The Employer shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees from any and all liability while acting within the 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. Dental Insurance. The Employer provides Class I, II, and III, 50/50 with an \$800 maximum per contract year. Class IV is 50/50 with an \$800 lifetime maximum.

Section 5. 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.
- 2) The maximum payment obligation of the Employer is up to \$100 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 6. In lieu of medical insurance as provided under Section 1, employees may enroll in an HMO/PPOM. However, any costs exceeding the premiums paid by the Employer as provided in Section 1, shall be paid for by the employee through payroll deduction.

Section 7. 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.

Section 8. 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 twenty-four (24) hours after receipt of notice of layoff, shall in lieu of layoff, be demoted to a lower position in the bargaining unit if he has greater seniority than any employee in that lower classification. No employee in this bargaining unit will be permitted to bump into a position not covered in this bargaining unit, including a corrections officer position. 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.

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)
One Set of Badges (one shirt badge; one coat badge)
One Hat Badge
Two Nameplates
One Tie Bar
One Approved Riot Helmet
One Whistle With Chain
One ID Card with Case
One Bullet Proof Vest
First Aid Equipment In Each Car Including Airways
One Garrison Belt And Attachments
One Attache' Case
One Set of Handcuffs
One Pair of Fatigues
One Pair Shoes

The Sheriff shall furnish all new employees with a SigSaur gun, but the employee shall be responsible to reimburse the Employer for the cost of the gun through payroll deduction.

The Sheriff shall make available a Five-Cell Flashlight with batteries.

The Employer shall furnish one pair of all weather boots.

Section 2. Clothing. Commencing January 1, 1994, 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 Five Hundred Dollar (\$500) 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 employees 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 Department 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.

Deputies. *Effective January 1, 1997, the following salary schedule shall be in effect as follows:

<u>CLASSIFICATION</u>	<u>1/01/97</u>	<u>1/01/98</u>	<u>1/01/99</u>
-----------------------	----------------	----------------	----------------

	<u>Hourly Rate</u>	<u>Hourly Rate</u>	<u>Hourly Rate</u>
<u>Deputy</u>			
Beginning Salary	\$ 12.61	\$ 12.99	\$ 13.38
One Year	13.39	13.79	14.21
Two Years	14.17	14.60	15.04
Three Years	14.89	15.34	15.80
Four Years	15.80	16.27	16.76
<u>Corporal/Detective</u>			
Corporal	\$ 16.08	\$ 16.56	\$ 17.06
Sergeant	16.54	17.04	17.55
Detective	16.85	17.36	17.88
Lieutenant	16.85	17.36	17.88
<u>Deputy (Office)</u>			
Beginning Salary	\$ 11.31	\$ 11.65	\$ 12.00
One Year	11.97	12.33	12.70
Two Years	12.62	13.00	13.39
Three Years	13.28	13.68	14.09
Four Years	13.96	14.38	14.81

*Retroactive for employees employed on date of ratification by the parties.

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. Part-time employees will receive a step increase based upon actual hours worked of 2,080. Example: a part-time employee will receive a one (1) year step increase after working 2080 hours.

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 (½) 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.

Section 5. The hospitalization and medical insurance coverage applies to all officers regularly scheduled for not less than twenty (20) hours per week.

ARTICLE 23
HOURS AND RATES OF PAY

Section 1. Hours. The work week shall consist of forty (40) hours, based on five (5) consecutive scheduled eight (8) hour consecutive work days.

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. Work Week. For the purpose of pay and computation of overtime, the work week shall commence at 12:01 a.m. on Sunday and continue until 12:00 midnight the following Saturday or shall be based upon a twenty-eight (28) day period as provided in Section 8.

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

Section 5. 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 Sheriff shall be allowed to continue swing shifts per letter of understanding, attached to this contract). The Employer will not change any employee's schedule in order to avoid the payment of overtime, except as provided in the above referenced Letter of Understanding, because of Union activity or for the purpose of disciplinary action.

Section 6. Shift Preference. The chief steward of the Union, irrespective of his/her seniority shall be assigned to the day shift. The other two (2) stewards shall be assigned permanent shifts (one on the afternoon shift and one on the midnight shift) irrespective of their seniority. The alternate chief steward and alternate stewards shall be subject to the schedule in Section 4 of this Article.

Section 7. Shift Bids. Employees excepting Sergeants shall be allowed to bid for the shift they desire once each year, allowing the employee with the highest department seniority first choice and so on down the seniority list. These bids must be submitted by October 31 each year to be put in effect on the first schedule in January of the following year.

Notwithstanding any contrary provision in this contract, Sergeants are not entitled to bid on shift selection and may be assigned to any shift determined by the Sheriff.

Section 8. 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. All hours worked in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day period.
- B. For purpose of computing overtime hours, time spent on leave with pay shall be counted as time worked.
- 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. The Union has the right to cancel the application of the above overtime language and revert back to the language contained below upon sixty (60) days written notice.

Subject to Article 13, Section 8, 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.** All work performed in excess of eight (8) regular shift hours in any twenty-four (24) hour period except as herein provided;
- B. **Periodically.** All work performed in excess of forty (40) hours in any scheduled work week, except as provided herein.
- C. **Leave with Pay.** For purpose of computing overtime hours, time spent on leave with pay shall be counted as time worked.
- D. **Conflict.** An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.
- E. **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 9. 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 10. Overtime Distribution. When overtime work becomes available which has not been scheduled, it shall be offered first to regular full time deputies on duty before said overtime shall begin. Thereafter, off duty full time deputies shall be offered the overtime. The Sheriff or his designated representative shall make every effort to distribute as equally as possible, overtime among regular full time employees.

Section 11. 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 12. 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 13. 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, except those employees who are breathalyzer operators, who are called back to work to perform a breathalyzer test will receive time and one-half (1 ½) with a minimum rate of three (3) hours.

Section 14. Shift Differential. In addition to their base rate of pay, those employees assigned to the 3:00 p.m. to 11:00 p.m. shift shall receive twenty (20) cents per hour and those employees assigned to the 11:00 p.m. to 7:00 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. Basic Police School. It is agreed that any employee hired for the position of deputy shall be either enrolled, attending or have completed the basic police school in the best interest of the performance and safety of the deputy and the Employer prior to the completion of six (6) months of service with the Employer.

Section 2. 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 3. 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 4. Gender. When reference is made to the male gender, it shall be considered to include the female gender as well.

Section 5. 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 6. 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 7. 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 Police Officers Labor Council 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 8. National Conference. Employees who are elected to represent the Local Police Officers Labor Council Lodge in special, state or national conferences shall be allowed time off without loss of pay to attend such conferences, not to exceed five (5) days, forty (40) hours, in any fiscal year, upon written request from the Police Officers Labor Council 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 9. 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 10. 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 11. Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make every effort to place the employee in a position that he is physically and mentally able to perform. The parties recognize that the Americans with Disabilities Act (ADA) applies to the Sheriff Department. In the event of a conflict with this labor contract and the ADA, the ADA shall supersede that provision.

Section 12. 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 13. 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 capabilities of the Sheriff's Department; however, all other uses of County or other employees to perform bargaining unit work are the object of collective bargaining.

Notwithstanding anything in this contract to the contrary, the Employer reserves the right to lay off employees in accordance with Article 18 and to subcontract out dispatch services to a 911 Center. Any employees laid off as a result of such subcontracting who are qualified by passing all reasonable exams and reasonable job requirements shall be offered employment with the 911 Center.

Section 14. Divers. Commencing January 1, 1994, diving pay for practice or training shall be at straight time rates while on duty; time and one-half while off duty. Commencing January 1, 1994, at least four (4) practice dives shall be scheduled annually but the Sheriff may schedule more than four (4) annual dives. Commencing January 1, 1994, 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.

ARTICLE 26
DURATION

Section 1. This Agreement shall become effective as of January 1, 1997, and the terms and provisions hereof shall remain in full force and effect until 11:59 p.m., December 31, 1999, and from year to year thereafter unless either party hereto shall notify the other party in writing at least sixty (60) days prior to the expiration date or any subsequent expiration date, giving written notice of amendment, in which event the notice of amendment shall set forth the nature of amendment or amendments desired.

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

COUNTY OF NEWAYGO
BOARD OF COMMISSIONERS

By: Mary K Balberde
Chairperson
Board of Commissioners

Date: 4-14-98

By: Stanley DeKempis
Chairperson
Finance/Ways & Means Committee

Date: 4-14-98

By: Kurt W. Humphrey
Kurt W. Humphrey
County Administrator

Date: 4/13/98

SHERIFF OF NEWAYGO COUNTY

By: Michael S. Mercer
Michael S. Mercer

Date: 4-13-98

POLICE OFFICERS LABOR COUNCIL

By: Fred L. Maier

Date: 4/9/98

By: [Signature]

Date: 4-13-98

By: [Signature]

Date: 4-13-98