

**Original for Signature**  
**September 26, 2018**

**AGREEMENT**

**between**

**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**

**and**

**NEWAYGO COUNTY BOARD OF COMMISSIONERS**

**for NEWAYGO COUNTY 911  
CENTRAL DISPATCH**

**January 1, 2019 - December 31, 2021**

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## **AGREEMENT**

This Agreement made and entered into this 26<sup>th</sup> day of September 2018, shall be effective upon execution by the parties, except as otherwise stated herein, and is by and between the Newaygo County Board of Commissioners, hereinafter referred to as Board or Employer, and Police Officers Association of Michigan for Newaygo County 911 Central Dispatch 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.

## **ARTICLE 1** **RECOGNITION**

- 1.1** 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 for all employees of the Employer included in the bargaining unit described below:

All full-time employees of the Newaygo County Central Dispatch Department employed as Dispatchers, Telecommunicators or Rotation Supervisors. EXCLUDING executives, supervisors, part-time, confidential and temporary employees.

**1.2** **Aid to Other Labor Groups; No Strike Provision**

- A) 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.
- B) 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 Employer. If the employee denies that they engaged in such activity, the matter shall be resolved through the grievance procedure.

**1.3 Copies of Agreement**

The Employer shall provide all present and probationary employees in the bargaining unit a copy of this Agreement.

- 1.4** 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 and Employer.

**ARTICLE 2**  
**EMPLOYER RIGHTS**

**2.1 Employer Rights**

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

**2.2 Delegations**

No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

**ARTICLE 3**  
**UNION SECURITY**

- 3.1** Upon voluntary authorization by the employee, the Employer agrees to deduct Union dues or Union representation fees to become effective the first payday of the month following the employee's successful completion of thirty-one (31) days of employment.
- 3.2** The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues or representation fee, subject to all of the following conditions:
- A) The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
  - B) All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
  - C) All employees covered under this Agreement who voluntarily choose membership in the Union shall have deducted from their wages a representation fee upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable in negotiating the terms of this Agreement and servicing the contract.
  - D) The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if they have duplicated a check-off deduction by direct payment to the Union.
  - E) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within three (3) calendar weeks after a remittance is transmitted, of its believe, with reason(s) stated therefore, that the remittance is incorrect.
  - F) The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation. New Check-Off Authorization Forms shall be submitted to the Employer in the event that an increase in the Union dues or representation fees is made.
  - G) The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or in reliance on any list, notice,

certification or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

#### **4.1 Grievance Procedure**

The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) calendar days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, they will be required to do so.

Any employee having a grievance shall present it as follows:

**Step 1:** If an employee has a grievance and wishes to enter it into the grievance procedure, they may do so within five (5) calendar days under the terms and requirements as stated above, by submitting the written grievance to their department head. Within five (5) calendar days after receiving the written grievance from the employee, their department head shall give their written response to the grievance to the grievant with a copy to the Union Steward. The five (5) calendar days shall not include the day the grievance was received by the department head. The department head does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the department head shall not act as precedent.

**Step 2:** The Union may appeal the decision of the department head to the County Administrator. The request for the appeal to the County Administrator must be made in writing within three (3) calendar days after the answer given in Step 1. The County Administrator shall hear the appeal within thirty (30) calendar days after a request is given. The employee and/or their Union representative may present witnesses and evidence. The Department Head or their representative may also present witnesses and evidence. The answer of the County Administrator shall be given within ten (10) calendar days after the meeting. The decision of the County Administrator shall be final and binding on the parties except for the exceptions noticed in Step 3.

**Step 3:** If the grievance is not resolved at Step 2, the Union shall present a written demand for arbitration within ten (10) calendar days after the answer at Step 2 to the County Administrator with a copy to the 911 Director and to the American Arbitration Association (AAA) for the selection of an arbitrator in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator. Notwithstanding any contrary provision in this contract, any discipline which did not result in unpaid time off such as letters of reprimand, etc. cannot be submitted to arbitration. The decision in Step 2 shall

be final and binding on the parties. The rules of the AAA shall apply unless specifically modified herein.

- A) 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.
- B) The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Union and the Employer.

**4.2** The failure of either party to follow the time limits herein shall result in the following:

- A) If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- B) In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

**4.3** When reference to calendar days is made, only weekdays, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

**4.4** **Election of Remedies**

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**4.5** **Discipline Notice**

The Employer agrees, upon the discharge or discipline of a non-probationary employee, to notify in writing the employee and their 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.

**4.6 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 three (3) years previously.

**4.7 Representation**

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

**4.8** The Employer and Union are required to meet at reasonable times to bargain in good faith on matters pertaining to wages, hours, or other conditions of employment, or the negotiation of an agreement, or any question arising under an agreement, and must sign a written agreement if requested. The obligation does not require the Union or the Employer to agree to a proposal by the other party or make a concession to the other party, but it does require bargaining with an open mind in an attempt to reach agreement.

**ARTICLE 5**  
**SENIORITY AND EMPLOYMENT STATUS**

**5.1 Definition of Seniority**

Seniority shall be defined as the length of an employee's continuous full-time service with the Newaygo County 911 Central Dispatch Board since the employee's last date of hire in a bargaining unit position, excluding unpaid leaves of absence of more than twenty (20) consecutive days. However, employees shall be credited with continuous full-time service employment with the Employer for determining annual leave accrual (vacation), paid time off (PTO) and pension service.

Effective upon ratification of the 2010 contract if a full-time employee reduces to part-time with the Newaygo County Central Dispatch Department and later returns to a full-time position, the Employee's bargaining unit seniority shall include all full-time employment with Newaygo County Central Dispatch Department.

**5.2 Loss of Seniority**

An employee's seniority and their employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A) If they quit or retire;
- B) If they are discharged and not returned through the grievance procedure;
- C) They are convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which misdemeanor results in sentenced jail time;

- D) If they fail to report for work for two (2) consecutive working days unless an excuse acceptable to the Employer is presented;
- E) If they fail to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- F) If they have been on layoff status for a period of one (1) year or the length of their seniority, whichever is less;
- G) If they make an intentionally false statement on their employment application;
- H) If they have been on leave of absence including a sick or worker's compensation leave, for a period of one (1) year or for a period equal to the length of their seniority at the time such sick leave or worker's compensation leave commenced, whichever is less.

### **5.3 Employment Status**

#### Full-Time Employees

Full-time employees are hired to fill job positions that are classified in accordance with assigned job duties and authorized by the Board. Funds for full-time positions are budgeted specifically to support the positions. Full-time staff are regularly scheduled to work forty (40) hours per week, however there is no guarantee of a forty (40) hour work week.

#### Salary Progression

Newaygo County utilizes a salary progression plan which provides for eligibility for merit increases after various years of continuous full-time service. (See Appendix A).

#### Part-Time and Temporary Employees

Part-time and temporary employees are not covered by this Agreement nor entitled to any benefits listed herein.

### **5.4 Seniority List**

The Employer shall maintain a roster of employees, arranged according to seniority showing 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.

## **ARTICLE 6** **JOB POSTING**

- 6.1 Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) calendar days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

**ARTICLE 7**  
**LAYOFF AND RECALL**

- 7.1** Seniority shall prevail in the layoff and recalling of employees within the affected classification. Layoff shall be determined by the Board. In reducing the work force, the last employee hired in the affected classification shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work. There shall be no bumping rights for employees who are laid off.
- 7.2** In the event of a layoff, an employee so laid off shall be given fifteen (15) calendar days notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) calendar days notice mailed or delivered to their last known address shall be made. If they fail to report for work within five (5) calendar days following notification of recall mailed or delivered to their last known address or if they fail to inform the Employer within two (2) days following delivery of notification of recall that they intend to return to work for the Employer, they shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of their last known address.
- 7.3** An employee who is laid off shall have their name remain on the recall list for a period of eighteen (18) months or for a period of time equal to their seniority at the time of layoff, whichever is less.

**ARTICLE 8**  
**HOURS OF WORK**

- 8.1 Scheduling the Work Week**  
Employees shall be scheduled to work at the discretion of the Director. The work schedule shall be posted thirty (30) calendar days in advance. All schedules are subject to reasonable change based on the needs of the Department as determined by the Director.
- 8.2 Breaks**  
Rest breaks are generally allowed twice a day for full time employees, with one in the first four (4) hours of the work day and one in the last four (4) hours of the work day. Each rest break period is not to exceed fifteen (15) minutes and will be scheduled as to not interfere with the normal work of the agency. They do not accumulate if not taken.
- 8.3 Work Week and Work Day Definition**  
Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week. A normal work week is Sunday through Saturday. A normal workday will be six (6) twelve hour days and one (1) eight hour day per pay period. Shift hours for first shift (day shift), 7:00 am to 7:00 pm, second shift (night shift), 7:00 pm to 7:00 am. Sick and vacation time will be deducted on any hourly rate used. Accrued time would be accumulated the same as existing contract states. Union reserves the right to return to an eight (8) hour shift upon fourteen (14) calendar days written notice to the employer. The

Director reserves the right to return to an eight (8) hour shift, upon fourteen (14) calendar days written notice to the Union.

**8.4 Shift Differential**

Day shift will receive an additional .20 an hour from 3:00 pm to 7:00 pm. Night shift will receive an additional .20 an hour from 7:00 pm to 11:00 pm and .25 additional from 11:00 pm to 7:00 a.m.

**8.5 Overtime**

Overtime shall be paid at a rate of one and one half (1 ½) times the employees regular hourly rate for all hours in excess of forty (40) hours in any scheduled work week. Holiday pay will be at the rate of time and one half (1 ½) for up to twelve (12) hours for all hours worked on a holiday. Prior approval by the Director of overtime hours is required.

**8.6 Compensatory Time**

At the request of any employee eligible for overtime, compensatory time may be taken in lieu of cash payment at the rate of time and one-half (1 ½) for each hour of overtime worked, when notice is given at the time the aforementioned time is worked, and is requested 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 Director. In the event that such time off is not taken within the limiting time by the employee, they shall be given cash payment at the rate based on their salary at the time the hours were worked. The maximum accumulated compensatory time allowed is forty (40) hours at any one time.

**ARTICLE 9**  
**LEAVES OF ABSENCE**

**9.1 Family and Medical Leave**

The parties agree that each has certain rights under the Family and Medical Leave Act and that those rights may be exercised by each party.

**9.2 Military Training Leaves**

Upon presentation of official orders requiring training, a regular full time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full time employee of compensation records identifying the date of and payment made for the training program, the Employer shall pay the difference between the compensation received for the training and the compensation that would have been received had the regular full time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation, if requested by the employee).

**9.3 Jury Duty**

The Employer shall pay an employee called for jury duty the regular straight time rate which would be earned less an amount equal to the payment received for jury service. The employee must return to work and work any hours out of the scheduled work day when not actually on jury duty. In order to receive payment, an employee MUST give the Employer at least two (2) days' prior notice to the date of jury duty, shall furnish satisfactory evidence of reporting for or performing jury duty on the day(s) for which payment is claimed, and must furnish a copy of the payments received for jury duty. The maximum payment obligation under this Section is twenty (20) days per calendar year.

**9.4 Personal Leave**

Employees covered by this Agreement shall earn personal leave under the following conditions and qualifications when implemented by the Employer:

- 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 per year.
- B) Personal leave shall be earned on a pro-rata basis for Employer compensated hours.
- C) Personal leave is calculated January through December.
- D) Employees may carryover a maximum of twenty-four (24) hours into the next calendar year. Any personal leave that exceeds this amount on January 1, will be lost. Unused personal leave credits may not accumulate.
- E) An employee wanting to use personal leave shall inform the Employer under the same conditions as vacation leave unless an emergency exists or when it is used as sick time, in which case four (4) hours prior notice shall be required.
- F) The 911 Director may require, as a condition of any personal leave when used for illness or injury, medical verification setting forth reasons for the personal leave when proof is justified by a pattern, frequency or length of illness or other circumstances given rise to reasonable suspicion. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- G) After an employee has exhausted their paid personal leave benefits, then if any unpaid leave is granted it shall be without accumulation of any fringe benefits except as may be required by the FMLA for health insurance.
- H) Personal leave benefits may not be taken in units of less than two (2) hours, unless otherwise approved by the 911 Director.
- I) Personal days will not be granted for absences due to weather conditions, transportation problems unless approved by the Director.

- J) When an employee must miss work for doctor/dentist appointments, the employee must give the Director seven (7) days advance notice, unless there is an emergency. The Director may require proof of medical treatment or illness.
- K) Personnel taking personal leave due to illness on their last scheduled day of work before a holiday or vacation, and/or their first scheduled day after a holiday or vacation may be required to submit a statement from a physician verifying the illness at the employee's expense unless covered by insurance. It shall be the employee's responsibility to check with the Director when calling in to determine if the statement is necessary.
- L) In the event of a dispute involving an employee's physical or mental ability to perform their job or to return to work after a leave of absence of any kind or if the Employer believes the employee is abusing personal time due to illness, the Employer may require a report from a medical doctor of the Employer's choosing at the employee's expense if not covered by the employee's insurance. If the doctor's findings support no abuse of personal time, the Employer will reimburse employee for the medical bill if not covered by insurance.
- M) Personal leave, when not used for illness or injury, shall be used the same as vacation time and under the same terms and conditions.
- N) Employees receiving disability benefits under Article 9.5 and/or receiving worker's compensation benefits under Article 24 shall not accrue PTO.
- O) Contingent upon meeting the stipulations in Article 18.1, employees with more than six (6) months of full-time service shall be paid for any unused PTO upon separation of employment.

#### **9.5 Short/Long Term Disability**

After completion of a seven (7) calendar day elimination period or forty (40) scheduled work hours, whichever occurs first, the Employer will provide a sickness and accident (STD) program for an illness/injury which will last up to ninety (90) calendar days. The Employer will provide a long term disability (LTD) program which will start on the 91st consecutive day of injury/illness for a maximum of five (5) years but shall end at age sixty-five (65) even if less than five (5) years. Both STD and LTD will be at 65% of salary. In accordance with the Family and Medical Leave Act, health and other insurances shall be continued by the Employer for twelve (12) weeks. Employees have the option to supplement short term disability up to 90% with vacation, paid time off (PTO) and/or comp. time. The Employer may require medical verification for use of STD or LTD and may require medical examinations by a doctor(s) selected by the Employer. PTO and vacation shall not accrue after thirty (30) days of STD and no holiday pay shall be provided even for the first thirty (30) days. No other benefits shall continue or accrue after STD ends.

#### **9.6 Funeral Leave**

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

- A) Upon the death of a current legal spouse, child or stepchild, an employee shall receive five (5) working days off immediately following the time of death with pay and not to be deducted from accumulated PTO or vacation.
- B) Upon the death of an employee's father, mother, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, spouse's grandparent or spouse's grandchild, they 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 PTO or vacation.
- C) Upon the death of an employee's brother-in-law, sister-in-law, they 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 PTO or vacation.
- D) One (1) day to attend the funeral, is allowed in the case of death of the employee's aunt, uncle, niece, or nephew, not to be deducted from accumulated PTO or vacation.

The Employer is to be notified immediately of a death in the family and extent of the expected absence. The Employer may require proof. The Director may grant special unpaid funeral leave or emergency leave to an employee at their discretion depending upon the circumstances.

#### **ARTICLE 10** **HOLIDAYS**

- 10.1** All eligible full time employees shall receive eight (8) hours holiday pay at their straight time hourly rate for each of the holidays designated below. Payment will be issued in November of each year by separate check which will include payment for holidays that occurred in the previous fiscal year (Oct 1 through Sept 30). Exception: The November 2019 payment will include holidays from January – September 2019.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

- 10.2** Employees who work on any of the holidays provided above 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 up to twelve (12) hours (Example: twenty (20) hours of pay for eight (8) hours of work, this including Holiday Pay). If an employee does not work on the holiday, they shall receive eight (8) hours holiday pay only.

**10.3** Employees to be eligible for holiday pay must meet the following conditions and qualifications:

A) The employee must work the last regularly scheduled day before and the first regularly scheduled day after the holiday unless otherwise excused by the Director.

B) An employee who is scheduled to work on a holiday but fails to report for work unless otherwise excused by the Director shall not be entitled to holiday pay.

C) The employee must not be suspended for disciplinary reasons the day of, before, or after a holiday.

D) The employee must not be on layoff or a leave of absence.

**10.4** If a holiday falls during an employee's scheduled vacation or personal day, the employee shall be compensated for that day as vacation or personal day and it will be deducted from their vacation, PTO or compensatory accumulation.

**10.5** 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** **VACATIONS**

**11.1** Full time employees shall be entitled to paid vacations as hereinafter set forth, to be earned on a monthly pro-rata as noted below. For the below-named employee, the following vacation schedule shall apply:

### **C. Connelly**

#### **Vacation Schedule**

<u>Years of Service</u>	<u>Days/Year</u>	<u>Days/Month</u>
1 year but less than 5 years	10	.833
5+ years but less than 9 years	15	1.25
9+ years but less than 14 years	20	1.66
14+ but less than 20 years	25	2.08
20 or more years	30	2.5

For all other employees, the following vacation schedule shall apply:

Vacation Schedule

<u>Years of Service</u>	<u>Hours</u>
Upon Hire	40
1 year but less than 3 years	40
3+ but less than 7 years	80
7+ but less than 15 years	120
15+ but less than 20 years	160
20 or more years	200

- 11.2** Vacation shall be earned on a pro-rata basis for Employer compensated hours.
- 11.3** Vacation days must be scheduled in advance with the Director. The Director retains the right to approve and disapprove, in whole or in part, vacation requests, and may reschedule vacations dependent upon the department's operational needs.
- 11.4** Employees may not accumulate more than one-hundred and sixty (160) vacation hours on their full-time benefit date.

Less than 11 years of service: Time exceeding one-hundred and sixty (160) hours on the employee's benefit date will be considered lost time. For example: An employee's earned vacation time is 160 hours. The employee has a balance remaining of 180 hours on their benefit date. The employee will lose 20 hours of vacation on their benefit date.

11 – 14 years of service: Time exceeding one hundred and sixty (160) hours as listed above will be paid to the employee up to a maximum of forty (40) hours. Any remaining hours will be lost.

15+ years of service: Time exceeding one hundred and sixty (160) hours as listed above will be paid to the employee up to a maximum of eighty (80) hours. Any remaining hours will be lost.

- 11.5** Contingent upon meeting the stipulations in Article 18.1, employees with more than one (1) year of full-time service shall be paid for any unused vacation time upon separation of employment.

**ARTICLE 12**  
**LONGEVITY**

- 12.1** Eligible full-time employees shall receive an annual longevity payment as follows:

<u>Service</u>	
After 5 years of continuous full-time service	\$200

After 8 years of continuous full-time service	\$300
After 11 years of continuous full-time service	\$400
After 14 years of continuous full-time service	\$500
After 17 years of continuous full-time service	\$600
After 20 years of continuous full-time service	\$800

Said annual payment shall be paid in a lump sum on or before December 24, of each year.

- 12.2** An employee on an approved leave of absence without pay for 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 without pay, they are not entitled to longevity for that year.
- 12.3** Pro-rata payments in case of retirement or death only shall be made as soon as is practicable thereafter. In case of death, payments shall be made to the beneficiary named in the employee's retirement plan.

### **ARTICLE 13** **INSURANCE AND PENSIONS**

**13.1 Medical Insurance**

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

**13.2 Health Care Savings for all Full-Time Employees**

The Employer agrees to establish a Health Care Savings Program (HCSP) account for each full-time employee employed with Newaygo County. Employees must meet a six year vesting schedule in order to become 100% vested in the HCSP. For each full-time employee, the Employer shall contribute \$50 per pay for each full-time employee as their sole retiree health insurance benefit.

**13.3 Life Insurance**

The Employer pays the cost of premiums for group term life insurance for all regular full-time employees in the amount of Fifty Thousand Dollars (\$50,000.00).

**13.4 Pension/Retirement Benefits**

Defined Benefit: (For employees hired prior to July 26, 2002 and who did not elect to roll over into the defined contribution plan).

- A) The Employer participates in a retirement program administered by the Michigan Municipal Employees Retirement System (MERS) as provided in Act 427, of the Public Acts of 1984, as amended. The cost is paid for by the Employer for eligible employees.
- B) Under the retirement system, as currently provided through MERS, an eligible employee may retire at the age of fifty-five (55) with twenty-five (25) years of service, B-3.

- C) Effective upon ratification of the 2010 contract, all employees enrolled in the defined benefit retirement plan shall pay a percentage of wages as follows:

	<u>New Contrib.</u>	<u>Total Contrib.</u>
2010: effective upon ratification	1%	1%
2011:	0%	1%
2012: first pay in Dec 2012	3%	4%

### **13.5 Statement of Intention**

It is the intent of the County/Employer to negotiate employee contributions towards the Defined Benefit Pension amongst the various collective bargaining units at a percentage or amount proportionate to the level of pension benefit (i.e. B-3, B-4 etc.). In an effort to obtain parity amongst bargaining units the County/ Employer agrees in the 2013 Agreement to work with the POAM Newaygo County 911 Central Dispatch Union to achieve this objective.

The above benefits are subject to amendments of Act 427, of the Public Acts of 1984 and the MERS regulations. Additional information explaining the retirement system is available through the County Administrators Office.

### **13.6 Defined Contribution**

For employees hired on or after July 26, 2002 and those hired before July 26, 2002 electing to roll over into the defined contribution plan.

- A) The Employer will participate in a retirement program administered by MERS as provided in Act 427 of the Public Acts of 1984 as amended.
- B) Under this plan, the compensation contribution is as follows: five percent (5%) of compensation contribution by the Employer with an additional four percent (4%) matching amount by the Employer if the employee contributes four percent (4%) (i.e., Employer will contribute five percent (5%) to the employees account under this plan. If the employee contributes four percent (4%) under the plan to their account, the Employer will contribute another four percent (4%) to the employees account).
- C) Employees will have a vesting period of four years. Additional information explaining the retirement system is available through the County Administrator's Office.

### **13.7 Definition of Retirement**

Retirement shall be defined as the separation of service with twenty-five (25) years of service and fifty-five (55) years of age, or at age sixty (60) with a minimum of twenty (20) years of service and be eligible to immediately receive MERS benefits.

### **13.8 Continuation of Benefits**

Except where otherwise provided by law and notwithstanding any contrary provision of this Agreement, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of

absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or occurred.

#### **ARTICLE 14** **WELLNESS PLAN**

- 14.1** Employees who are enrolled in one of the County's Health Insurance Plans 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 they shall be required to pay 10% (5% for not participating in an eight week program and 5% for not taking a health assessment) of their health insurance premium cost on a monthly prorated basis. Employees not enrolled in one of the County's Health Insurance Plans are not required to participate in these programs.

The program shall start and stop at any time at the Employers discretion. The Employer may authorize an employee to be excused from the Wellness Program upon medical verification deemed appropriate by the Employer, or proof acceptable to the Employer of participation in an acceptable health program.

#### **ARTICLE 15** **WAGES**

- 15.1** Rates, CTO and Call-In Pay  
See attached Appendix A.

#### **ARTICLE 16** **CAPTIONS**

- 16.1** The captions used in each Article or section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

#### **ARTICLE 17** **NEW CLASSIFICATIONS**

- 17.1** 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 ten (10) calendar days from receipt of such notification to object to the assigned rate by giving written notice to the Director. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer.

**ARTICLE 18**  
**POLICIES**

**18.1 Resignation and Retirement**

Should an employee decide to leave employment, a minimum of a two (2) weeks prior notice in writing must be given to the Director. A copy of the written notice will be forwarded to the County Administrator. Failure to provide two (2) weeks prior notice will result in loss of accrued vacation time and/or paid time off (PTO) unless waived by the County Administrator.

**18.2 Lockers**

A locker shall be designated for each employee.

**18.3** All employees must abide by County policies approved by the Board of Commissioners. The Employer, including Elected Officials, reserve and retain, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties, and obligations of the Employer shall in any way whatsoever be abridged by the terms of the County Policies. Newaygo County reserves the right to amend or alter the terms of policies and procedures.

**ARTICLE 19**  
**SEPARABILITY**

**19.1** If any section of this Agreement should be held invalid by operation of law, or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal or court 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.

**ARTICLE 20**  
**SUBCONTRACTING**

**20.1** Notwithstanding any other contrary provision in this contract, the Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical or beneficial to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide sixty (60) calendar days notice to the Union if an employee is to be laid off. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above sixty (60) day period. However, the decision to subcontract is not grievable and shall be within the Employer's sole discretion.

**ARTICLE 21**  
**STEWARDS**

- 21.1** The Employer recognizes the right of the Union to designate a Steward and an alternate. The alternate Steward may exercise the functions of a Steward only when the Steward is absent.

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

- 21.2** The Union agrees that the Steward and the alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with any functions of the Employer. In no event shall the Steward leave their work to investigate grievances without first obtaining permission from the Director. The Director may require the Steward to investigate and/or present grievances during other than working hours in the event that the Director believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

- 21.3** The Union will furnish the Employer, in writing, with the names of its Steward and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

**ARTICLE 22**  
**BARGAINING COMMITTEE**

- 22.1** 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 Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary. Bargaining shall take place at mutually agreed upon times.
- 22.2** One employee member of the Bargaining Committee shall be paid for time spent in negotiations in the event they are scheduled to work during a bargaining meeting. The employee shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. The employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. In the event the employee is not scheduled to work during a bargaining meeting, the employee shall not be paid.

**ARTICLE 23**  
**PYRAMIDING OF PREMIUM PAY**

- 23.1 There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

**ARTICLE 24**  
**WORKERS COMPENSATION**

- 24.1 Employees are covered by the Workers Compensation Laws of Michigan. Any employee involved in a work related accident or injury must report that accident or injury to the Director and County Administrator/Human Resources Office as soon as possible after the mishap and fill out the proper reporting forms. Failure to properly report an injury may disqualify you for benefits under workers compensation insurance.
- 24.2 In employee receiving Workers Compensation payments shall not earn vacation or PTO credits while on Workers Compensation nor shall they be eligible to receive holiday pay. In the event a regular employee is off work and is being compensated under the Workers Compensation Law for an "on the job" injury or illness, the Employer will continue for eligible employees for a maximum of twelve (12) months from the date of the injury, to pay the premiums on health insurance, where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue insurance, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Workers Compensation.

**ARTICLE 25**  
**PAST PRACTICE**

- 25.1 This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.
- 25.2 The Employer and the Union agree to revisit the issue of wages prior to the end of this Agreement should the revenue of the Newaygo County Central Dispatch Department increase substantially.

**ARTICLE 26**  
**WAIVER**

- 26.1 It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.
- 26.2 It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 27**

### **NON-BARGAINING UNIT PERSONNEL**

- 27.1** The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis provided that temporary employees do not circumvent regular bargaining unit employees regularly scheduled hours of work. They shall not be covered by the terms of this Agreement.
- 27.2** The Director and/or supervisors may perform bargaining unit work at any time, provided the Employer is prohibited from using Supervisor/Director to circumvent regular bargaining unit employees regularly scheduled work.
- 27.3** The Employer reserves the right to hire full-time and part-time employees to perform bargaining unit work. They shall not be covered by the terms of this Agreement.

## **ARTICLE 28**

### **STATE UNION CONFERENCE**

- 28.1** One employee or their alternate, who is elected to attend state and national Union conventions shall be allowed time off without loss of pay to attend such conventions provided, however, that such time off will not exceed one (1) day in any calendar year. Prior written notice of thirty (30) calendar days is required to be given to the 911 Director.

## **ARTICLE 29**

### **SPECIAL CONFERENCES**

**29.1 Special Conference Procedure**

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

Meetings and conferences pursuant to this Section shall be held at a time and place mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons, no more than one (1) of whom shall be a bargaining unit member.

The Union may meet at a place designated by the Employer on the Employers property for a period not to exceed one-half (1/2) 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 30** **PROBATIONARY PERIOD**

- 30.1** All employees shall be considered probationary employees until the employee has completed twelve (12) months of their continuous, regular, full-time employment. During the probationary period, 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. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of their last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence of any kind including disability, their probationary period shall be extended by a period equal to the duration of such absence.

### **ARTICLE 31** **EMERGENCY MANAGEMENT**

- 31.1** To the extent required by MCL 423.215 (7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.


Inclusion of the language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.


### **ARTICLE 32** **DURATION**

- 32.1** This Agreement, including Appendix A and any attached letter of understanding shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 2021. Not earlier than ninety (90) days prior to the expiration of the contract either party may request that the other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

TERMINATION DATE: DECEMBER 31, 2021

**NEWAYGO COUNTY  
BOARD OF COMMISSIONERS**


By:  11-14-18  
Patrick J. Gardner Date  
Newaygo County Board of Commissioners  
Chair

By:  11/14/18  
Christopher D. Wren Date  
Newaygo County Administrator

**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN FOR NEWAYGO COUNTY 911  
CENTRAL DISPATCH**

By:  10-24-18  
Timothy Lewis Date  
Business Representative

By:  10/31/18  
Philip Smalligan Date  
Union Steward

By:  10/24/18  
Jon Patterson Date  
Union

Motion #18-525  
11-14-18

## **APPENDIX A** **WAGES**

### **2019**

Employees shall receive a 2% wage increase or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees, whichever is greater.

<u>Start Rate</u>	<u>1st year</u>	<u>2nd year</u>	<u>4<sup>th</sup> year</u>
\$16.40 hr. (\$34,112.00)	\$17.28 hr. (\$35,942.40)	\$17.78 hr. (\$36,982.00)	\$19.33 hr. (\$40,206.40)

### **2020**

Employees shall receive a 2% wage increase or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees, whichever is greater.

### **2021**

Employees shall receive a 2% wage increase or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees, whichever is greater.

NOTE: Full time employees proceed to the next step after a year of full-time employment, (2,080 hours).

### **Training Officer**

Certified Training Officers (CTO) will receive an additional \$1.00 per hour while conducting any assigned training, including new dispatchers and remedial training for existing dispatchers. Training time includes all work hours assigned to the oversight of a trainee as designated by the Director.

### **Call In Pay**

All off duty dispatchers covered by this Agreement called for department meetings or work shall be compensated with a minimum rate of two (2) hours.