

ORIGINAL FOR SIGNATURE
10/28/2020

AGREEMENT

By and Between

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

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2021, through December 31, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into this 28th of October, 2020 and shall be effective as of January 1, 2021, except as otherwise stated herein, by and between the **NEWAYGO COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "**BOARD**" and the **SHERIFF OF NEWAYGO COUNTY**, hereinafter referred to as the "**SHERIFF**", and the **COMMAND OFFICERS ASSOCIATION OF MICHIGAN**, hereinafter referred to as the "**UNION**."

PREFACE

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

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

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

ARTICLE 1 **ROLE AND RELATIONSHIP OF BOARD AND SHERIFF**

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

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

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

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

ARTICLE 2 **EMPLOYER RIGHTS**

Section 1. The Employer will not discriminate against any employee because of their 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 Employer. The Employer shall have, within their 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 their representative and the County Administrator to discuss the new rule.

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

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

Section 5. Retention of Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 3 **RECOGNITION**

Section 1. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees employed by the Newaygo County Sheriff's Office in the following described unit:

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

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

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

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

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

ARTICLE 4 **REPRESENTATION**

Section 1. Bargaining Committee. The Bargaining Committee will include not more than two (2) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the employee Bargaining Committee prior to the first bargaining meeting and substitution changes thereof, if necessary.

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

Section 3.

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

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

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

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

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

Section 4. The Union shall be permitted to schedule meetings on the Employer's 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 Employer.

Section 5. 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 **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 they have tendered the periodic dues or service fee to the Union and if they are 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 their dues, the Union, after properly notifying the Employer, the employee shall be separated from their employment.

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

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

ARTICLE 6 **SPECIAL CONFERENCES**

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

Meetings and conferences pursuant to this Section shall be held at a time and place mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons, no more than two of whom shall be bargaining unit members.

The Union may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half ($\frac{1}{2}$) 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 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 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.

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) days after the occurrence of the circumstances giving rise to the grievance, or ten (10) 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. For grievances involving discipline, suspension, demotion or discharge, the Union shall present the grievance in writing to the Sheriff or their designated representative within ten (10) days after the occurrence of the circumstances giving rise to the grievance, or ten (10) days from the date when the employee should reasonably have known of the occurrence.

C. The Sheriff or their representatives shall have ten (10) days to answer in writing.

D. If the Union is not satisfied with the answer of the Sheriff for matters other than discipline, suspension, demotion or discharge, it may appeal to the County Administrator within ten (10) 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) days of said appeal between the County Administrator, the Sheriff, the employee, and a representative of the Union. The Employer and the Union may have outside representatives present if desired. Such outside representation shall be limited to the Command Officers Association of Michigan attorney and/or Field Representative, and the County attorney and two (2) Commissioners. The County Administrator shall then answer the grievance in writing within ten (10) days of the appeal meeting.

E. If the Union is not satisfied with the answer in sub-section C or D, it may appeal the grievance to arbitration by notifying the Sheriff and County Administrator of their desire to arbitrate within fifteen (15) days of receipt of the answer from sub-section C or D. If the parties cannot agree upon an arbitrator they shall select one through the Michigan Employment Relations Commission (MERC). 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 MERC shall be shared equally by the Employer and the Union.

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 MERC, the Union may file a demand for arbitration on all grievances specified above within fifteen (15) 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) 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 they shall thereafter render their 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 their limitations of authority, and agrees not to decide an issue which is outside of their 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 their designated representative may attend all arbitration hearings and shall be paid at their regular rate by the Employer if they are scheduled to work.

Section 5. Election of Remedy. When a remedy is available for any complaint and/or Grievance of an employee through a veteran's preference hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the effected employee shall not process the complaint through the grievance procedure provided for in this contract. If

an employee elects to use the grievance procedure provided for in this contract and subsequently elects to utilize a veterans preference remedy then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 9 **SPECIAL PROGRAMS**

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

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

Section 3.

A. If an employee desires to improve themselves through education on a job related matter such as adult evening classes, local schools or colleges, they may be given a work schedule enabling them 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.

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
Martin Luther King Day
President's Day
Good Friday

Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving

Memorial Day
Independence Day
Labor Day

Christmas Eve Day
Christmas Day

Section 3. Worked Holidays. Detectives and Lieutenants do not normally work on holidays. Employees who work on any of the holidays provided in Section 2 shall receive the holiday pay provided in Section 1 plus time and one-half straight time hourly rate for all hours worked on the holiday (Example: twenty-six (26) hours of pay for twelve (12) hours at time and one half, equaling eighteen hours, plus eight (8) hours of pay as provided in Section 1, Holiday Pay for a grand total of twenty-six (26) hours.) If an employee does not work on the holiday, they shall receive eight (8) hours holiday pay only. (Example: Office deputy - if they have the holiday off, they will receive thirty-two (32) hours pay and eight (8) hours holiday pay (40 hours total).) For lieutenants or detectives, if the holiday falls on a Saturday, Friday is the day off. If the holiday falls on Sunday, Monday is the day off. These Employees shall not work the holiday(s) unless ordered by the Sheriff to do so. For those employees who qualify, other than Detectives and Lieutenants, the Holiday Pay as referenced in this Section shall be paid in November as stated in Section 1.

Section 4. Holiday Eligibility. Employees to be eligible for holiday pay must meet the following conditions and qualifications:

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

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

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

ARTICLE 11 **PERSONAL LEAVE/DISABILITY**

Section 1. Paid Time Off. Eligible full-time employees will receive paid time off (PTO) each benefit year. In reference to PTO, "benefit year" means the first day of the pay period of the first pay date through the last day of the pay period of the last pay date

occurring within the calendar year. PTO satisfies the requirements under the Michigan Paid Medical Leave Act (MPMLA).

Employees hired as full-time shall receive PTO under the following conditions and qualifications when implemented by the Employer:

- A. Shall receive fifty-six (56) PTO hours per benefit year which will appear on the first pay date of each year.
- B. Newly hired employees will receive a pro-rated bank of PTO hours based on the remaining pay dates in the current benefit year.
- C. PTO is calculated based on pay dates in the benefit year.
- D. Employees may carry over a maximum of twenty-four (24) hours from one benefit year to the next. Any PTO that exceeds this amount on the last day of the benefit year will be paid to the employee at the rate of pay the time was earned.

Example: The last pay date in the 2020 benefit year is December 31, 2020, which is for the period of December 13 – December 26, 2020. Employees must have 24 PTO hours or less by the end of the day on December 26 or hours in excess will be paid out on the next pay period.

- E. Employees with more than one (1) year of full-time service and who comply with Article 25.12 shall be paid for any PTO, pro-rated based on pay dates worked in the same benefit year, upon separation of employment.
- F. PTO is not earned after the first thirty (30) days of disability or after the third (3) day of disciplinary suspension without pay.

An employee wanting to use PTO for personal reasons must schedule it in advance with their immediate supervisor. The Sheriff retains the right to approve and disapprove, in whole or in part, PTO requests, and may reschedule PTO dependent upon the department's operational needs. When an emergency exists, the employee shall notify their immediate supervisor as soon as possible or within one (1) hour; whichever is less.

After an employee has exhausted their PTO benefits, if any unpaid leave is granted, it shall be without accumulation of any fringe benefits except as may be required by FMLA for health insurance.

PTO benefits may not be taken in units of less than two (2) hours, unless otherwise approved by the Sheriff.

In addition to personal reasons and in accordance with the Michigan Paid Medical Leave Act, PTO may be granted for the following medical reasons:

- Physical or mental illness, injury or health condition of the employee or their family member.
- Medical diagnosis, care or treatment of the employee or employee's family member.
- Preventative care of the employee or their family member.
- To care for a child whose school or place of care has been closed by order of a public official.
- Because of the employee or their family member's exposure to a communicable disease that would jeopardize the health of others.

Employees may also take PTO for the following reasons due to domestic violence or sexual assault of the employee or their family member:

- For medical care or psychological or other counseling.
- To receive services from a victim services organization.
- To relocate.
- To obtain legal services.
- To participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

When PTO is used for any of the above reasons, the employee shall notify their immediate supervisor as soon as possible or within one (1) hour; whichever is less.

Family member, as defined under the Michigan Paid Medical Leave Act, includes:

- Biological, adopted or foster child, stepchild or legal ward or child to whom the employee stands in loco parentis.
- Biological parent, foster parent, stepparent, adoptive parent, legal guardian of an employee or person who stood in loco parentis when the employee was a minor child.
- Spouse or any person to whom the employee is legally married under the laws of any state.
- Grandparents, grandchildren, biological, foster and adopted siblings.

Employees taking PTO under MPMLA 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 reason at the employee's expense unless covered by insurance. It shall be the employee's responsibility to check

with their immediate supervisor when calling in to determine if the statement is necessary.

When an employee must miss work for medical appointments, the employee must give their immediate supervisor seven (7) days advance notice, unless there is an emergency. The Employer may require proof of medical treatment or illness.

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 PTO under MPMLA, 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.

Employees returning to work from a reason listed under MPMLA or leave of absence or where the Employer has reason to believe an employee is abusing time off under MPMLA may be required by the Employer to submit a statement from their physician qualifying their ability to work or to verify the reason, or the Employer may send the employee to a doctor selected by the Employer.

Section 2. Paid Medical Leave for Part-Time Employees. Eligible employees will receive paid medical leave (PML) each benefit year. In reference to PML, "benefit year" means the first day of the pay period of the first pay date through the last day of the pay period of the last pay date occurring within the calendar year. PML satisfies the requirements under the Michigan Paid Medical Leave Act (MPMLA).

Part-time employees regularly scheduled to work 25 hours per week or more or that worked, on average, 25 hours per week or more during the previous benefit year are eligible for paid medical leave (PML) in the current benefit year under the following conditions and qualifications when implemented by the Employer:

- A. Existing, eligible part-time employees shall receive forty (40) PML hours per benefit year which will appear on the first pay date of each year.
- B. Determination of eligibility for PML will be made on the first pay date of each benefit year by evaluating hours worked in the previous benefit year. Those who have worked an average of twenty-five (25) hours or more per week will be eligible for PML beginning the first pay date of the current benefit year.
- C. Newly hired, eligible employees will receive a pro-rated bank of PML hours based on the remaining pay dates in the current benefit year which will be available for use after the first ninety (90) calendar days of employment.

D. PML is calculated based on pay dates in the benefit year.

E. PML not used by the last day of the benefit year will be considered lost time.

Example: The last pay date in the 2020 benefit year is December 31, 2020, which is for the period of December 13 – December 26, 2020. Employees with hours remaining at the end of the day on December 26 will be lost.

F. Upon separation of employment or transfer to another County position, no payout of PML is allowed.

G. PML will not be granted for absences due to weather conditions or transportation problems.

PML benefits may not be taken in units of less than two (2) hours, unless otherwise approved by the Sheriff.

In accordance with the Michigan Paid Medical Leave Act, PML may granted for the following medical reasons:

- Physical or mental illness, injury or health condition of the employee or their family member.
- Medical diagnosis, care or treatment of the employee or employee's family member.
- Preventative care of the employee or their family member.
- To care for a child whose school or place of care has been closed by order of a public official.
- Because of the employee or their family member's exposure to a communicable disease that would jeopardize the health of others.

Employees may also take PML for the following reasons due to domestic violence or sexual assault of the employee or their family member:

- For medical care or psychological or other counseling.
- To receive services from a victim services organization
- To relocate.
- To obtain legal services.
- To participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

When PML is used for any of the above reasons, the employee shall notify their immediate supervisor as soon as possible or within one (1) hour; whichever is less.

Family member, as defined under the Michigan Paid Medical Leave Act, includes:

- Biological, adopted or foster child, stepchild or legal ward or child to whom the employee stands in loco parentis.
- Biological parent, foster parent, stepparent, adoptive parent, legal guardian of an employee or person who stood in loco parentis when the employee was a minor child.
- Spouse or any person to whom the employee is legally married under the laws of any state.
- Grandparents, grandchildren, biological, foster and adopted siblings.

When an employee must miss work for medical appointments, the employee must give their immediate supervisor seven (7) days advance notice, unless there is an emergency. The Employer may require proof of medical treatment or illness.

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 time off under MPMLA, 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.

Employees returning to work from a reason listed under MPMLA or leave of absence or where the Employer has reason to believe an employee is abusing time off under MPMLA may be required by the Employer to submit a statement from their physician qualifying their ability to work or to verify the reason, or the Employer may send the employee to a doctor selected by the Employer.

Section 3. Maternity Leave. Maternity leave shall be treated like any other illness under this contract.

Section 4. Worker's Compensation. 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 their total disability benefits, equals their regular net salary or net wage for a period not to exceed six (6) months, with right to apply for an extension. Such application for an extension may be made to the Finance Committee. Employees shall promptly report work incapacitating injury or illness under this Section. The Employer payment noted above shall be by supplemental check to the employee. In the event a regular employee is off work and is eligible and receiving work disability benefits under the Workers Compensation Law for a work related injury or illness, the Employer will continue to pay the premiums on health insurance, for employees that are taking and receiving County health insurance, for a maximum of twelve (12) months from the date of the injury or the duration of time off, whichever is the lesser. Thereafter, the employee may make

arrangements to pay the premium to continue insurance, provided that the insurance carrier permits the same. Individuals not taking county insurance and receiving payment in lieu of insurance will not receive such compensation during this time.

Section 5. Unpaid Personal Time Off Days. Unpaid PTO may be granted at the discretion of the Sheriff to a maximum of thirty (30) calendar days per year.

Section 6. Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act.

Section 7. Short/Long-Term Disability. After completion of the probationary period and after completion of a seven (7) calendar day elimination period or forty (40) scheduled work hours, whichever occurs first, the Employer shall provide short-term disability (STD) which will last for sixty (60) days. The Employer shall provide long term disability (LTD) coverage which will start on the 61st day of injury/illness for a maximum of ten (10) years to age sixty-five (65) as listed in the LTD Schedule. Both STD and LTD will be at 65% of regular salary. Time spent on STD and LTD shall be counted toward FMLA leave. In accordance with the Family and Medical Leave Act, health and other insurances shall be continued by the Employer for twelve (12) weeks when an employee is on disability, after which time the employee may continue such coverage for up to two (2) years by paying the premium to the County. Vacation and PTO shall not continue to accrue after an employee is off for thirty (30) days on 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. To obtain disability, the employee must adhere to Employer-adopted policies on verification, including medical examinations and/or any insurance company requirements and meet eligibility requirements. At the end of two (2) years of such health insurance coverage, then the employee may apply for extension of health coverage through COBRA.

Section 8. Employees must use accrued PTO, vacation time and compensatory time for the above-mentioned elimination period. Employees have the option to supplement short term disability up to 90% with vacation, (PTO) and/or compensatory time.

ARTICLE 12 **FUNERAL LEAVE**

Section 1. In the case of death in the employee's family, a permanent, full time employee shall be granted a leave of absence for any scheduled workdays 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 vacation or PTO 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, 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 vacation or PTO days.
- C. Upon the death of an employee's brother-in-law and 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 vacation or PTO days.

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 Employer may grant special unpaid funeral leave or emergency leave to an employee at their 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 accruals for vacation or PTO, longevity and pension credits.

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

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

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

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

Section 4. Special Assignments. In the event an employee is assigned to any special program such as C-MET (Central Michigan Enforcement Team) or any similar type program, still department connected, and of which their salary or any part of their salary is paid by Newaygo County, shall remain in the bargaining unit and their seniority shall continue at the time they assumes their new position. In the event they are removed from the program for other than just cause or resigns from the program or returns to the department, they shall be credited with seniority for all the time spent with the special unit.

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

Section 6. Loss of Seniority. An employee shall lose their status as an employee and their seniority for any of the following reasons:

- A. They resign or quit.
- B. They are discharged or terminated and not reinstated through the grievance procedure as provided herein.
- C. They retire.
- D. They are convicted or plead guilty or nolo contendere to a felony; or a high court misdemeanor.
- E. They have been laid off for a period of time equal to their seniority at the time of their 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.
- H. They are off work for more than 12 months, are medically unable to work, and have no foreseeable return to work.

Section 7. Probationary Period. All employees shall be considered probationary employees until the employee has completed six (6) months of Employer compensated work in this command bargaining unit. The Sheriff has the right to extend the probationary period of an employee up to an additional two (2) months upon consultation with the affected employee and Union representative prior to the extension of any probationary period. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. During the probationary period, the employee may be returned to their former position by the Sheriff without recourse to or without regard to this Agreement if the same is permitted under the labor contract to which the employee was promoted from. The probationary employee can be terminated for any reason or for no reason by the Sheriff. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of their last date of promotion; provided, however, that if an employee is absent from work due to a layoff or leave of absence, their probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE 14
VACATIONS

Section 1. Effective January 1, 2005, employees shall earn vacation time each pay period (which shall be indicated on the employees pay stub), credited on the employees' last full-time date of hire and based on the following vacation schedule and upon hours worked:

Vacation Schedule

<u>Years of Service</u>	<u>Hours/Year</u>	<u>Hours/Month</u>
1 year but less than 5 years	80	6.66
Five but less than nine years	120	10.00
Nine but less than fourteen years	160	13.33
Fourteen but less than twenty years	200	16.66
Twenty or more years	240	20.00

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

Section 2. Use. Employees shall be allowed to take vacation one (1) day at a time if so desired and if approved by the Sheriff. Requests shall not be arbitrarily denied.

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

Section 3. Vacation Request. Employees will submit their vacation time request by February 15 of the current year to be granted according to seniority. After this date, the request will be granted as per first request received. All requests should be dated as of the date it is submitted to the Sheriff or their representative. Consideration of employee preference shall be given when possible and practical. Employees will be notified within ten (10) days after requesting their vacation if it is approved or not. Employees submitting their requests before February 15 for later in the year will have to wait until February 15 for an answer due to the seniority status in effect until that time. After February 15 when an employee requests vacation time they will be notified within ten (10) days after requesting their vacation if it is approved or not.

Section 4. Unused Vacation Time. Effective December 31, 2004, the maximum carryover from year to year may not exceed eighty (80) hours more than the amount of vacation earned in the previous year.

Section 5. Separation from Employment. Any employee eligible for use of annual vacation leave who has one (1) year or more of full-time service and who complies with Article 25.12 shall be compensated for all unused annual vacation leave days at the time of separation or as soon thereafter as may be practical in accordance with the established County payroll procedure.

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

Section 6. Employee will not accrue vacation time after the third (3) day of disciplinary suspension without pay.

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 their representative.

Section 4. Emergencies. Pass days herein provided for may be postponed for emergency purposes by the Sheriff. Pass days so postponed may be taken at a later date at the discretion of the employee involved or be paid at the rate of time and one-half (1 ½) for each hour worked. If the employee elects payment, they shall be paid within the same period in which the pass day was postponed. For the purpose of this Section, the Sheriff shall determine the existence of an emergency. The parties agree that an emergency situation is that as defined by Webster's Dictionary.

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

ARTICLE 16 **PENSION PLAN**

Section 1. The Employer shall continue to provide the fully paid, non-employee contributory pension plan MERS B-3 with the F50-25 years of service. Effective January 1, 2003, the Employer shall provide the MERS B-4 (annuity factor 2.50% times years of service) retirement plan, except as noted in Section 2. Effective the first paycheck of December 2015, and from thereafter, all employees enrolled in the Defined Benefit retirement plan shall contribute 4.5% of their gross pay towards their retirement plan.

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

- (1) The County participates in a retirement program administered by MERS as provided in Act 427 of the Public Acts of 1984 as amended.
- (2) Under this plan, the compensation contribution is as follows: 5% of compensation contribution by Newaygo County with an additional 4% matching amount by the County if the employee contributes 4% (i.e. Newaygo County Board will contribute 5% to the employee's account under the plan. If the employee contributes 4% under the plan to their account, the County will contribute another 4% to the employee's account).
- (3) Employees will have a vesting period of four (4) years. The Defined Contribution Plan is subject to established MERS guidelines and County

policies and procedures. Additional information explaining the retirement system is available through the County Administrator's office.

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

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

ARTICLE 17 **INSURANCE**

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

Beginning January 1, 2021 through December 31, 2023, the Employer will provide \$1000 in a flexible spending account per year for each employee to use towards eligible out-of-pocket medical expenses. Employees will be subject to rules and regulations set forth by the flexible spending account carrier. If an employee has an HSA health plan, the employee/employer will not be eligible to make contributions to a flexible spending account/cafeteria plan according to IRS regulations. In these circumstances, the Employer will contribute \$900 into the employee's HSA account in lieu of the flexible spending benefit mentioned above.

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

Section 3. Liability Insurance. The Employer shall furnish liability insurance for employees, if practicable, protecting the employees from any and all liability while acting within the good faith scope of their duties and that arises out of or in the course of their employment. Said insurance coverage shall include acts of negligence of the employee performed during their course of duty and shall further provide said employee, if sued, with an adequate defense and if any judgment is rendered against them, 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. Health Care Savings Program. The employer will contribute \$2000 per year into the Health Care Savings Program through MERS on a bi-weekly basis as their sole retiree health insurance benefit. Full-time employees as of the date of ratification of the 2014-2017 contract will be vested 100%. All other employees will be subject to MERS Health Care Savings rules and regulations, including a 6-year vesting schedule.

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

Section 6. Wellness Program. Employees may participate in a Wellness Program paid for by the County during non-working hours. Employees are subject to the same wellness programs as non-union employees.

ARTICLE 18 **LAYOFF AND RECALL**

Section 1. In the event that a reduction in personnel is necessary, as determined by the Board of Commissioners, layoffs shall be by classification. In the event of a layoff, the last employee hired in the classification affected by the layoff shall be the first employee laid off, provided that all employees with more seniority are equally qualified to perform the work. Employees shall be notified of their layoff at least thirty (30) calendar days in advance.

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

Section 2. Demotion in Lieu of Layoff. An employee, subject to layoff who so requests within forty-eight (48) hours after receipt of notice of layoff, shall in lieu of layoff, be demoted to a lower position in this bargaining unit if the employee has greater seniority than any employee in that lower classification. Before a more senior employee can bump

a less senior employee, the Sheriff must be satisfied that the employee can properly perform the job they wish to bump into. Employees covered in this bargaining unit cannot bump into another bargaining unit unless agreed to by that bargaining unit.

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

Section 4. Benefit Continuation. Employees who are in layoff shall have their life and health insurance continued by the Employer for a period of thirty (30) days after the employee has been laid off. Thereafter, the employee, if they so desire, shall pay the entire premium directly to the Employer to maintain their life and health insurance.

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

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

ARTICLE 19 **UNIFORMS AND CLOTHING**

Section 1. Issuance. The following items of clothing and equipment shall be issued to all full-time employees in the bargaining unit at the Employer's expense and replaced when needed. No individual purchases shall be made without prior, specific written authorization of the Sheriff.

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

- One Set of Handcuffs
- Two Pair of Fatigues
- Department Approved Footwear
- Flashlight

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

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

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

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

ARTICLE 20
LONGEVITY PAY

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

Service

After five years of continuous service	\$200
After eight years of continuous service	\$300
After eleven years of continuous service	\$400
After fourteen years of continuous service	\$500
After seventeen years of continuous service	\$600
After twenty years of continuous service	\$800

Said annual payments shall be paid in a lump sum on or before December 30 of each year.

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, they are not entitled to longevity for that year.

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

ARTICLE 21
PERSONNEL RECORDS

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

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

2021. Effective the **first full payroll period in January of 2021**, employees shall receive a 2% wage increase. Below rates reflect a 2% increase.

Sergeant	\$30.21
Detective	\$31.42
Lieutenant	\$32.93

Effective the **first full pay period in October 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.

2022. Employees shall receive a 2% wage increase on the **first full payroll period in October of 2022** 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.

2023. Employees shall receive a 2% wage increase on the **first full payroll period in October of 2023** 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.

Section 2. Employees assigned to Detective shall receive 4% more than the rate of pay for Sergeant.

ARTICLE 23
HOURS AND RATES OF PAY

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

Section 2. Exceptions. Any exceptions or changes to the starting or quitting time of departmental shifts for any employee or group of employees shall be subject to the special conference provision. If the parties are unable to agree, the Union may file under the expedited grievance procedure as provided for herein. Any reduction in the work week or the workday or any reduction involving a combination of the length of the workday, work week, shall be the object of collective bargaining.

Section 3. Schedule. A shift schedule shall be posted once every calendar month to determine the normal workdays and hours including all scheduled days off for every member of the bargaining unit. Said schedule shall be posted at least twenty-one (21) days prior to its effective date.

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

Section 5. Shift Bids. Employees 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.

Section 6. Overtime. Overtime for all employees shall be at the rate of time and one-half (1 ½) their regular hourly base rate of pay under the following conditions:

- A. **Daily and Periodically.** All work performed in excess of the regularly scheduled shift and eighty (80) hours in any scheduled, bi-weekly pay period, except as provided herein.
- B. **Leave with Pay.** For purpose of computing overtime hours, time spent on leave with pay shall be counted as time worked.

- C. **Conflict.** An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.
- D. **Overtime for Doubling Back on Shift Changes.** Employees of the bargaining unit who receive a four (4) day weekend, cause a doubling back at shift changes. When this does occur, overtime compensation will not be paid for employees who are affected thereby.

Section 7. Compensatory Time. At the request of any employee eligible for overtime, compensatory time may be taken in lieu of cash payment at the rate of time and one-half (1 ½) hours for each hour of overtime worked, when notice is given at the time the aforementioned time is worked, and is requested at least thirty (30) days in advance of time desired or at a mutually agreed upon time during the calendar year or three (3) months following the calendar year the time was worked. If this notice of desire to take compensatory time is not noted on the employee's voucher at the time the hours are worked they will be paid for the time worked on the following pay period as usual. Further deferment of such time off shall be allowed only if approved by the Sheriff. In the event that such time off is not taken within the limiting time by the employee, 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 sixty (60) hours at any one time.

At the request of the employee, compensatory time may be paid out no more than two times per calendar year at straight time. The employee may choose when they receive their compensatory payout as may be practical in accordance with the established County payroll procedure.

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

Section 9. Court Time. Employees summoned or directed into court, including Probate Court or official hearing, during off duty hours, shall be compensated at the rate of time and one-half (1 ½) with a minimum rate of two (2) hours.

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

Section 11. Shift Differential. In addition to their base rate of pay, those employees assigned to a shift that begins between 3:00 p.m. and 12:00 a.m. shall receive an additional one (\$1.00) dollar 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 they start on such training duty and who is required to attend such training duty will, if the training duty requires their 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 their regular classification salary.

ARTICLE 25 **MISCELLANEOUS**

Section 1. Separability. If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, shall not be affected thereby.

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

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

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

Section 3. 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 their assigned duties, the employee shall be required to immediately report the condition to their immediate superior or their 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 4. 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 5. State Union Conference. Employees or their alternate, who are elected to attend state and national Union conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirement of the Command Officers Association of Michigan constitution, provided, however, that such time off will not exceed two (2) days in any calendar year at any one particular time, and such employees do not number more than one (1).

Section 6. National Conference. Employees who are elected to represent the Local Command Officers Association of Michigan Lodge in special, state or national conferences shall be allowed time off without loss of pay to attend such conferences, not to exceed three (3) days, twenty-four (24) hours, in any fiscal year, upon written request from the Command Officers Association of Michigan and with prior approval of the Sheriff or their designee, further provided, that such employees number no more than one (1) at any give time.

Section 7. 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 8. 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 9. Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that the employee cannot perform their regular job, the Employer will make every effort to place the employee in a position within the bargaining unit that he/she is physically and mentally able to perform. The parties recognize that the Americans with Disabilities Act (ADA) applies to the Sheriff's Office. In the event of a conflict with this labor contract and the ADA, the ADA shall supersede that provision.

Section 10. 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 11. Subcontracting. The Employer guarantees that it will not employ outside persons for work customarily done by the employees within this bargaining unit except as stated below. The Union agrees that the Employer may permit County employees, not included in the bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Sheriff's Office. However, all other uses of County or other employees to perform bargaining unit work are the subject of collective bargaining.

Section 12. Divers. Diving pay for practice or training shall be at straight time rates while on duty; time and one-half while off duty. At least four (4) practice dives shall be scheduled annually but the Sheriff may schedule more than four (4) annual dives. In order for the dive members to be eligible to dive, they must participate in at least fifty percent (50%) of the scheduled annual practice dives, which may exceed four (4) practice dives.

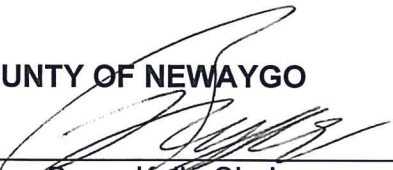
Section 13. Leaving Employment. Should an employee decide to leave employment (resign, quit, or retire), a minimum of two (2) weeks' notice in writing must be given to the employee's Elected Official/Department Head if an employee is to receive payment for accrued vacation and eligible PTO. A copy of the written notice will be forwarded to the Administration Office. Failure to provide two (2) weeks' notice or employment that is ended due to termination will result in loss of accrued vacation and eligible PTO unless waived by the County Administrator in writing. All exiting employees must return to Newaygo County any County property they may have including keys, equipment, and/or supplies prior to their last working day. Vacation and PTO payouts will be withheld until County property is returned for a maximum of the pay date following 30 calendar days after the employee's last working day.

ARTICLE 26
DURATION

Section 1. This Agreement shall become effective as of January 1, 2021, and the terms and provisions hereof shall remain in full force and effect until 11:59 p.m., December 31, 2023.


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

COUNTY OF NEWAYGO

By: 

Bryan Kolk, Chairperson
Board of Commissioners

Date: 11-10-2020

By: 

Christopher D. Wren
County Administrator

Date: 12/10/20

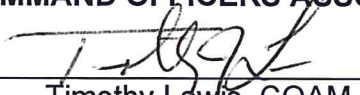
SHERIFF OF NEWAYGO COUNTY

By: 

Robert Mendham

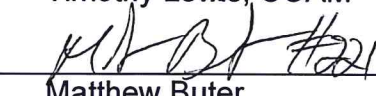
Date: 11-5-2020

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

By: 

Timothy Lewis, COAM

Date: 11-4-2020

By: 

Matthew Buter

Date: 11-6-2020