

ORIGINAL FOR SIGNATURE
September 22, 2010

AGREEMENT

By and Between

**THE NEWAYGO COUNTY BOARD OF COMMISSIONERS
AND THE NEWAYGO COUNTY DRAIN COMMISSIONER,
TREASURER, CLERK, PROSECUTING ATTORNEY
AND REGISTER OF DEEDS**

and

TEAMSTERS LOCAL 214

Effective January 1, 2010 through December 31, 2012

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AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of September, 2010 and shall be effective as of January 1, 2010, except as otherwise stated herein, by and between the **NEWAYGO COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "**BOARD**" and the **NEWAYGO COUNTY DRAIN COMMISSIONER, TREASURER, CLERK, PROSECUTING ATTORNEY and REGISTER OF DEEDS**, hereinafter referred to as "**ELECTED OFFICIALS**," and sometimes referred to together as "**EMPLOYER**," and the **TEAMSTERS LOCAL 214**, 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, Elected Officials and the Union recognize their legal responsibilities under Federal, State and Local laws relating to fair employment practices.

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

ROLE AND RELATIONSHIP OF BOARD AND ELECTED OFFICIALS

The Board and the Elected Officials each 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 Elected Officials and their relationship to each other.

ARTICLE I MANAGEMENT RIGHTS

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

Section 2. Rules of conduct not inconsistent with the specific terms of this contract in effect at the date of this Agreement may be continued by the Employer. The Employer shall have, within its 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. A Union representative shall be notified of any new or modified rule 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 representative may request a special conference between the Union, Department Head or his/her representative and the County Administrator to discuss the new rule. If the Union believes that the new or changed rule violates the contract after the special

conference, it shall file a grievance at that time as provided in the grievance procedure. All rules enacted after the effective date of this contract shall be subject to the grievance procedure. If a new work rule is grieved, the issue before the 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 3. The Employer shall furnish each Department Head with a copy of this contract, which shall be available at all times to all employees.

Section 4. Each Department shall notify the Union Steward or, if unavailable, a member of the Bargaining Unit Committee, of all new employees.

Section 5. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.

Section 6. Retention of Right. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

Section 7. This Agreement embodies all the obligations between the parties involving from the collective bargaining process and supersedes all prior relationships and/or past practices.

Section 8. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or not covered in this Agreement.

ARTICLE II **MANAGEMENT SECURITY**

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with services of the Employer.

ARTICLE III
RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A-1". The attached Schedule "A-2" will settle the Unit Clarification Petition, MERC #UC98 H-35, with prejudice.

Section 1a. Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described in said Schedule "A". In addition, Maintenance employees of the Parks Department are accreted to the bargaining unit, but excluding all Parks Department Supervisors, seasonal, temporary, casual, Parks Department Michigan Youth Corps and all other employees of the Parks Department. Accreted Parks Department Maintenance employees shall not have any retroactive application of this Agreement except as expressly stated for employees on the wage scale.

Section 2a. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 2b. Upon completion of thirty-one (31) days of employment, membership in the Union or compliance with payment of the representation fees shall be a condition of continued employment. The Employer agrees to deduct Union dues or Union representation fees to become effective the first payday of the month following the employee's successful completion of thirty-one (31) days of employment.

Section 2c. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member the Union's dues, or representation fee if not a member, subject to all of the following conditions:

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

- d) The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation.
- e) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within thirty (30) calendar days after a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- f) The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
- g) During the life of the 2007 – 2009 Contract, should direct deposit capabilities become available that do not create an additional burden to the employer, arrangements will be made for the Employer to utilize direct deposit for check off fees (dues, initiation fees, service fees, and assessments if any).

Section 2d. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE IV **BARGAINING COMMITTEE**

The bargaining committee of the Union will include not more than five (5) representatives. These representatives shall be composed of three (3) members of the Union and two (2) non-bargaining unit members. The Union will furnish the Employer with a written list of the Union bargaining committee, prior to the first bargaining meeting and substitute changes thereto, if necessary.

ARTICLE V **SPECIAL PROGRAMS**

Section 1. Any full time, non-probationary employee who desires to improve himself/herself through education such as adult evening classes at schools and/or colleges may be given a schedule to accommodate the schooling upon approval of the Department Head and the Board of Commissioners or its designee.

Section 2. Any employee that goes to any institute, conference or other educational program which is job related, shall be provided traveling expenses and all other necessary expenses to attend such institute, conference or training session, subject to the approval of the Department Head and the Board of Commissioners or its designee.

ARTICLE VI **SPECIAL MEETINGS**

Section 1. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters 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 collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of receipt of the written request and shall be held between 8:00 a.m., and 5:00 p.m., at a time and a place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

Section 2. The Union representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.

Section 3. Employee representatives of the Union at special meetings will be paid by the Employer for time spent in special meeting, but only for the straight time hours they would have worked on their regular work schedule.

ARTICLE VII **DISCHARGE AND DISCIPLINE**

Section 1. Discharge Notice. The Employer agrees, upon the discharge or suspension of a non-probationary employee, to notify in writing the employee and his/her steward of the discharge or suspension. Said written notice shall contain the reasons for the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

Section 2. For all non-probationary employees, discipline shall be for just cause.

Section 3. A non-probationary employee shall have the right to have his/her Union Steward, or alternate Steward, present during a disciplinary conference, upon request of the employee.

ARTICLE VIII **GRIEVANCE PROCEDURE**

Section 1. Definition of Grievance. The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) work days after the occurrence of the circumstances giving rise to the grievance, or five (5) work days from the date when the employee should reasonably have 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, but excluding arbitration. 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. **(Step 1)**. The Union shall present the grievance in writing to the employee's Department Head or his/her designated representative and a copy to the County Administrator within five (5) work days after the occurrence of the circumstances giving rise to the grievance, or five (5) work days from the date when the employee should reasonably have known of the occurrence.

C. The Department Head or their representative, if available, shall have five (5) work days to answer.

D. **(Step 2)**. If the Union is not satisfied with the answer of the Department Head, it may appeal to the County Administrator within ten (10) work days of receipt of the Department Head's answer. Said appeal shall be filed in writing and a copy also filed with the Department Head. A meeting shall then be held within twenty-one (21) work days of said appeal between the County Administrator, the Department Head, 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 Teamsters' attorney and/or Business Representative, and the County attorney and two (2) Commissioners. The County Administrator shall then answer the grievance in writing within ten (10) work days of the appeal meeting.

E. **(Step 3)**. If the Union is not satisfied with the answer of the County Administrator, it may appeal the grievance to arbitration by notifying the Department Head and County Administrator of their desire to arbitrate within thirty (30) calendar days of receipt of the answer of the County Administrator. If the parties cannot agree upon an arbitrator they shall select one through the Federal Mediation and Conciliation Service (FMCS). The parties shall use the selection procedure specified in Section 4. Arbitration. The decision of the arbitrator shall be final and binding upon all parties.

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

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

Section 4. Arbitration.

A. In accordance with the procedures of FMCS, the Union may file a demand for arbitration as specified above within thirty (30) calendar days after receiving the Employer's answer.

B. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. 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.

C. 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 his/her jurisdiction, or that such decision was obtained through fraud or other unlawful action.

D. 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.

Section 5. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. 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. The above does not apply to unfair labor practice charges.

ARTICLE IX **HOLIDAYS**

Section 1. All full time non-probationary 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. The above eight (8) hours shall be reduced to seven and one-half (7.5) hours in the event the Employer reduces the forty (40) hour work week to a thirty seven and one-half (37.5) hour work week for full-time employees. See Article XXV, Section 1 regarding the same.

Section 2. The recognized holidays are:

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

Section 3. Worked Holidays. Employees who work on any of the holidays provided in Section 2 shall receive the holiday pay provided in Section 1 plus their regular straight time hourly rate for all hours worked on the holiday. If an employee is scheduled to work on any holiday listed in Section 2, then such employee shall submit a voucher for that eight (8) hours pay at the employee's regular straight time hourly rate.

Section 4. Holiday Eligibility. 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 their Department Head.

B. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused by their Department Head, shall not be entitled to holiday pay.

Section 5. If the holiday falls during an employee's scheduled vacation, the employee shall be allowed one more vacation day.

Section 6. When a holiday falls on a Sunday, the next Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE X
PERSONAL LEAVE

(effective January 1, 1997, replacing sick leave)

Section 1. Personal Leave. Full time non-probationary employees covered by this Agreement shall earn personal leave under the following conditions and qualifications:

(a) Upon completion of the probationary period each full time employee shall earn 4.66 personal leave hours for each completed month of service, not to exceed seven (7) days (56 hours) per calendar year. "Month of service" is defined as fifteen (15) or more days worked by the employee and/or Employer paid leave, excluding Worker's Compensation, S/A and LTD.

(b) An employee may utilize his/her earned personal leave when it is established to the satisfaction of their Department Head that the employee must be absent from work because he/she is incapacitated for the performance of his/her duty

due to illness or injury or exposure to contagious disease or for doctor or dental appointments, except when the time lost is covered by worker's compensation. An employee taking personal leave for the reasons noted above shall inform his/her immediate supervisor of same at least one-half (½) hour before their scheduled shift unless prohibited by circumstances beyond the control of the employee. Failure to do so is cause for disciplinary action. Personal leave may also be used in the same manner and conditions as vacation leave stated under Article XV, Section 2, 4, 6 and 7.

(c) Employees shall furnish satisfactory evidence of illness or injury whenever personal leave exceeds three (3) consecutive working days when it is used for illness or injury. The Department Head may require, as a condition of any personal leave used for sickness, regardless of duration, a medical certificate setting forth reasons and verification for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline.

(d) Personal leave when used for illness or injury or for doctor or dental appointments may not be taken in units of less than two (2) hours, unless otherwise approved by the Department Head. Personal leave absence shall be reported on the employee's time statement.

Section 2. The amount of personal hours earned for each completed month of service shall be reduced from 4.66 hours in the event that the Employer reduces the work week from forty (40) hours to thirty seven and one-half (37.5) hours for full-time employees to 4.375 hours. See Article XXV, Section 1 regarding the same.

Section 3. Employees may carry over a total of twenty four (24) personal leave hours per calendar year. Any personal leave hours accrued over twenty-four (24) will be forfeited if not used. Upon separation, retirement, or death, the employee shall be paid for any and all unused personal hours up to a maximum of fifty-six (56) hours.

Section 4. After completion of the probationary period, the Employer shall provide sickness and accident (S/A) coverage which will start on the 8th day of illness/injury and last for sixty (60) days. The Employer shall provide Long Term Disability (LTD) coverage which will start on the 61st day of injury/illness for a maximum of ten (10) years to age sixty-five (65) as listed in the LTD Schedule. Both S/A and LTD will be at 65% of regular salary. Time spent on S/A and LTD shall be counted toward FMLA leave. Health and other insurances shall be continued by the Employer for twelve (12) weeks when an employee is on S/A or LTD, after which time the employee may continue such coverage for up to two (2) years by paying the premium to the County. No other benefits shall continue or accrue after an employee is off for thirty (30) days on LTD or S/A, and no holiday pay shall be provided even for the first thirty (30) days. To obtain LTD or S/A, 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 5. Fifty percent (50%) of accrued sick leave as of January 1, 1997, will be paid off if the employee is employed four (4) years or more and the remaining 50% will be banked at the 1996 pay rate and may be used to supplement S/A and LTD up to a maximum of ninety percent (90%) of net pay or used for sick leave needs. Employees with less than four (4) years of service may keep their accrued banked time and use the same per this Section 5 policy.

Section 6. If an employee retires and is receiving MERS retirement, they will be paid off at the 1996 rate of pay for time left in their sick bank.

Section 7. Employees shall be required to supplement short-term disability (STD) up to ninety percent (90%) of their gross wages with their earned PTO and/or vacation time. Such supplement shall not infringe upon an employee's right to retain a forty hour (40) balance of earned vacation time. The employee's right of retention shall not extend to their earned PTO.

ARTICLE XI **BEREAVEMENT LEAVE**

Section 1. Upon a death occurring in an employee's "immediate family", the employee shall be excused from work without loss of pay from the date of death until the day after the funeral, but not more than a total of five (5) days, three (3) of which shall be without loss of paid time off the remaining two (2), if taken, to be charged against earned paid time off.

Three (3) days without loss of paid time off in case of the death of mother-in-law (current spouse), father-in-law (current spouse), grandparents or grandchildren.

One (1) day, the date of the funeral, is allowed in the case of death of an aunt, uncle, nephew, niece, sister-in-law, and brother-in-law.

Section 2. The "immediate family" shall be interpreted as including: wife or husband, child, father, mother, sister, brother, stepchildren, current step parents, current step siblings, son-in-law, and daughter-in-law. This definition only applies to the first paragraph of Section 1.

Section 3. The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

ARTICLE XII **LEAVES OF ABSENCE**

Leave of Absence Without Pay. A leave of absence without pay may be granted to an employee with approval of the Department Head and the Finance Committee. All costs for retirement, insurance and medical benefits which may be due during the period of such leaves shall be paid by the employee prior to the due date of same unless specifically underwritten by the Board of Commissioners upon recommendation of the Finance Committee. No accrual of paid time off, annual leave, holiday credits, step increases, longevity or other benefits will be allowed during such leaves.

ARTICLE XIII
SENIORITY AND LAYOFF PROCEDURE

Section 1. In each department, strict seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Board of Commissioners. In reducing the work force, the last employee hired or transferred in the department and classification affected by the layoff shall be the first employee laid off. The last employee laid off shall be the first employee recalled. There shall not be any bumping rights for employees who are laid off, except as noted for Parks Department Maintenance employees in Section 5 of this Article.

Section 2. Loss of Seniority. An employee shall lose his/her status as an employee and his/her seniority for any of the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated and not reinstated through the grievance procedure as provided herein.
- C. He/she retires.
- D. He/she is convicted of, or pleads guilty, or nolo contendere to a felony.
- E. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her 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. Falsifies information on employment records or on other employment documents.

Section 3. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff by mail or in person. In the event of recall, two (2) weeks notice mailed to his/her last known address shall be made. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

Section 4. An employee in the bargaining unit who is promoted outside the bargaining unit, and is thereafter transferred or demoted to the bargaining unit, shall not accumulate seniority while working outside the bargaining unit. The employee who is so transferred back to the bargaining unit shall maintain the seniority rank he/she had at the time of his/her promotion, provided he/she returns within six (6) months.

ARTICLE XIV
JOB VACANCIES

Section 1. Job Postings. Job vacancies will be posted by the Employer for a period of seven (7) days setting forth the requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) day posting period.

Section 2. Promotions. Promotions within the bargaining unit shall be made on the basis of ability and qualifications. Seniority shall enter the decisions when ability and qualifications are equal. Notwithstanding any contrary provision in this contract, elected officials may appoint their Chief Deputies within their sole discretion and without regard to the above stated requirements. The decision of the elected officials in appointing their Chief Deputies is not grievable.

Section 3. Trial Period for Promotions and Transfers. Following promotion or transfer of an employee in the bargaining unit, thirty (30) days of work trial period will be observed the same as in the case of new employees. During this trial period, the employee shall have the opportunity to revert back to his/her former classification or if the employee is deemed unsatisfactory in the new position, he/she may be returned to his/her former position at any time during this period by the Employer. During this trial period, employees will receive the rate of the job they are performing.

ARTICLE XV
VACATIONS

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

After: 1 year	--	5 days
2 years	--	10 days
6 years	--	15 days
12 years	--	20 days
20 years	--	25 days

Vacation time shall be earned on a bi-weekly pay period, pro rata basis for Employer compensated hours. Vacation time accumulation shall be based on a 7.5 hour day if working under a 37.5 hour work week or based on an 8 hour day if working under a 40 hour work week. Accumulations shall be converted to hours and banked at the rate earned. See Article XXV, Section 1 regarding the same.

For a typical eighty (80) hour pay period, vacation time shall accrue as follows:

One year anniversary date:	receive 5 days (40 hours) on the next paycheck;
begin	earning 3.0770 hours each paycheck thereafter
Five year anniversary date:	begin earning 4.6155 hours each paycheck thereafter
Eleven year anniversary date:	begin earning 6.1539 hours each paycheck thereafter
Nineteen year anniversary date:	begin earning 7.6924 hours each paycheck thereafter

Section 2. Vacation credits shall not accrue to an employee on leave of absence without pay and when on S/A or LTD and including but not limited to Article XII and FMLA, however, an employee returning from military leave shall be given special consideration by Finance Committee.

Section 3. Vacation shall not be permitted during an employee's first calendar year of service, or part thereof.

Section 4. Vacations shall be scheduled so as to meet the operating requirements of the Employer, and whenever possible, the preference of employees. Seniority shall be taken into consideration by the Department Head at the time of scheduling vacations.

Section 5. Each employee may carry over up to ten (10) days vacation from one anniversary year to the next, however, such vacation must be taken and no cash payment if carryover days are not used within the next anniversary year.

Section 6. Vacation pay shall be computed on the basis of the employee's hourly rate (range and step) at the time he or she takes the vacation.

Section 7. When one of the specified holidays in Article IX falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning or end of his/her regular scheduled vacation. This policy does not apply to any other days not scheduled for full coverage, as occasionally permitted by the Newaygo County Board of Commissioners.

Section 8. After one (1) year of employment, an employee shall be paid in cash for his/her unused vacation or upon separation of employment for all accrued unused vacation time, except as provided in Section 5.

ARTICLE XVI **PROBATIONARY PERIOD**

All employees shall be considered probationary employees until the employee has completed six (6) continuous full time months of Employer compensated work. Probationary period for part time employees shall be pro-rated to the equivalent of six (6) continuous full time months of Employer compensated work, which equates to five hundred and twenty (520) work hours. The Department Head has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month periods upon agreement with the affected employee and Union representative prior to the extension of any probationary period. It is agreed between the parties that, after agreement as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason by the Department Head. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a

period equal to the duration of such absence.

ARTICLE XVII
PENSION PLAN

A. For employees hired before January 1, 1999, and those hired before January 1, 1999, who have not elected to rollover into the Defined Contribution Plan, the Employer shall provide fully paid, non-employee contributory pension plan B-3 with Section 55-F waiver with twenty-five (25) years of service with the Municipal Employees Retirement System for all full-time employees on the first day of the month immediately following the date of hire. Effective the first pay check of December 2012, and from thereafter, all employees enrolled in the Defined Benefit retirement plan shall contribute 4.0% of their gross pay towards their retirement plan.

B. Within sixty (60) days of the ratification of the 2007 – 2009 Contract, the union shall pay for a MERS actuarial to determine the cost to move from a B3 Retirement Program to a B4 Retirement Program for existing defined benefit employees. In order to effectuate a B3 to a B4 self funded change for all union defined benefit members, a majority of the defined benefit union members must vote affirmatively. The Employer is not responsible for any associated costs and this option will cease after six (6) months of the employer's receipt of the actuarial. If this option is selected, employees shall be responsible for paying through payroll deduction any and all cost differences between a B3 and a B4.

C. **Defined Contribution:** (For employees hired on or after January 1, 1999 and those hired before January 1, 1999 electing to roll over into the defined contribution plan).

- (1) The County participates in a retirement program administered by MERS as provided in Act 427 of the Public Acts of 1984 as amended.
- (2) Under this plan, the compensation contribution is as follows: 5% of compensation contribution by Newaygo County with an additional 3% matching amount by the County if the employee contributes 3% (i.e. Newaygo County Board will contribute 5% to the employee's account under the plan. If the employee contributes 3% under the plan to his or her account, the County will contribute another 3% to the employee's account).
- (3) Employees will have a vesting period of four (4) years. Additional information explaining the retirement system is available through the County Administrator's office.

D. **Health Care Savings for all full-time employees**

- (1) The Employer agrees to establish a Health Care Savings Program (HCSP) account for each full-time employee employed with Newaygo County on the date of ratification of the 2007 – 2009 Contract.

- (2) All full-time employees as of 12/31/06 shall be 100% vested. Employees hired after 12/31/06, must meet a six year vesting schedule in order to become 100% vested in the HCSP.
- (3) All existing full-time employees eligible under Section 1 and Section 2 below and hired on or before 12/31/09 shall receive \$25.00 per pay into the HCSP. Effective date shall be the first full payroll in 2011. This benefit is in addition to the benefits listed under Section 1 and Section 2 below.

E. Health Insurance For Retirees and Health Care Savings Program

Section 1: Commencing January 1, 1989, a full-time employee that meets all of the following four (4) criteria:

- (1) Has completed eight (8) years or more of full-time Newaygo County service as of 12/31/06; and
- (2) Ten (10) accumulated years of Newaygo County governmental service in the bargaining unit or ten accumulated years of service with a Newaygo County agency/department, or a ten year or more combination thereof; and,
- (3) Who is sixty-two (62) years of age or older; and,
- (4) Who is immediately receiving or immediately eligible to receive retirement benefits from Newaygo County governmental service without a break in service after leaving County employment,

OR

Meets all of the following three (3) criteria:

- (1) Has completed eight (8) years or more of full-time Newaygo County service as of 12/31/06; and
- (2) Twenty-five (25) accumulated years of Newaygo County governmental service in the bargaining unit or twenty-five years of service with a Newaygo County agency/department, or a twenty-five or more year combination thereof; and
- (3) Who is sixty-two (62) years of age or older

is eligible for health insurance which is provided by the County of Newaygo to bargaining unit employees under the terms provided in this Section E, Section 1. Pursuant to the collective bargaining agreement, the coverage and/or benefits may change from time to time. The County shall pay one-half (½) of the premium up to age sixty-five (65), and the total premium at age sixty-five (65), and thereafter for the retired employee. Insurance coverage shall also be made available to the spouse at the time

of retirement of the retired employee at their option. The spouse at the time of the employee's retirement must pay the full premium for his/her insurance coverage and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

At the death of the retired employee, the surviving spouse at the time of the employee's retirement shall be entitled to insurance coverage by paying the full cost of the premium and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

In the event that the retiree has insurance coverage available through his/her spouse, another Employer or elsewhere, the Employer shall not be obligated to provide coverage while the other coverage is available. For any Federal or State health insurance, Medicare, etc., there shall be a coordination of benefits.

Employees who retire from Newaygo County service between the ages of fifty-five (55) and sixty-one (61) may continue on the County group insurance plan provided they pay the entire premium cost for the coverage in advance as required by the County. The above is contingent upon the insurance company permitting same. To be eligible for the above, the employee must be receiving or immediately eligible to receive payment of Newaygo County retirement benefits without a break in service after leaving County employment.

Section 2: Employees not eligible for retiree health benefits above (E, Section 1) and for employees with less than eight (8) years of full-time Newaygo County service as of 12/31/06 shall be eligible for retiree health insurance as defined in the below Sections 2a and 2b.

2a: The maximum employer obligation towards the County's retiree health insurance plan for full-time employees that meet all of the following three (3) criteria listed below shall be \$40.00 per month beginning at age 62:

- (1) Ten (10) accumulated years of Newaygo County governmental service in the bargaining unit or ten accumulated years of service with a Newaygo County agency/department, or a ten year or more combination thereof; and,
- (2) Who is sixty-two (62) years of age or older; and,
- (3) Who is immediately receiving or immediately eligible to receive retirement benefits from Newaygo County governmental service without a break in service after leaving County employment

OR

The maximum employer obligation towards the County's retiree health insurance

plan for full-time employees that meet both of the following two (2) criteria listed below, shall be \$100.00 per month beginning at age 55:

- (1) Twenty-five (25) accumulated years of Newaygo County governmental service in the bargaining unit or twenty-five years of service with a Newaygo County agency/department, or a twenty-five or more year combination thereof; and
- (2) Who is fifty-five (55) years of age or older

Pursuant to the collective bargaining agreement, the coverage and/or benefits may change from time to time. Insurance coverage shall also be made available to the spouse at the time of retirement of the retired employee at their option. The spouse at the time of the employee's retirement must pay the full premium for his/her insurance coverage and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

At the death of the retired employee, the surviving spouse at the time of the employee's retirement shall be entitled to insurance coverage by paying the full cost of the premium and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

In the event that the retiree has insurance coverage available through his/her spouse, another Employer or elsewhere, the Employer shall not be obligated to provide coverage while the other coverage is available. For any Federal or State health insurance, Medicare, etc., there shall be a coordination of benefits.

2b: Health Care Savings Program (HCSP)

- (1) Commencing the pay period 10/21/07, the Employer shall contribute \$25.00 for each full-time employee per pay period into each employees HCSP account.

Section 3. Employees hired on or after January 1, 2010,

- shall receive a retiree health insurance benefit of \$25.00 per pay into a HCSP as their sole retiree health benefit; and
- retirement shall be defined as the separation of service with 25 years of service and 55 years of age and be eligible to immediately receive MERS benefits.

ARTICLE XVIII INSURANCE

The following shall become effective in 2003, at a time determined by the Employer.

Section 1. Employees shall receive the same health insurance coverage as

non-union county employees and under the same terms and conditions, which may change from time to time.

Section 1a. In the event that the Employer changes to a 37.5 hour work week instead of 40 hours, employees who work and are scheduled for 37.5 hours per week shall be considered full-time employees and are therefore eligible for health insurance coverage.

Section 2. Each employee shall be furnished, at the Employer's expense, \$12,500 life and accidental death and dismemberment insurance, \$1,000 life insurance for spouse and \$500 life insurance for child coverage which is under the same terms and conditions as non-union county employees, which may change from time to time.

Section 3. Wellness Program. Employees may participate in a Wellness Program paid for by the County during non-working hours. If an employee does not participate by taking a health assessment and attending an eight week annual program at least eighty percent (80%) of the time, he/she shall be required to pay ten percent (10%) of his/her health insurance premium cost on a monthly prorated basis, applied to single, double, or family rates as applicable, and not to a composite rate. However, no specific results are required. EXAMPLE: If an employee attends a stop smoking clinic eighty percent (80%) of the time, he/she does not actually have to stop smoking, but must make a good faith effort to follow the clinic's instructions. Employees not enrolled in one of the County's Health Insurance Plans are not required to participate in the annual health assessment and eight week programs.

This program shall start at any time at the Employer's 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 XIX **RECLASSIFICATION OF EMPLOYEES**

Section 1. An employee may make a written request for reclassification in writing to the County Administrator with a copy to the Chair of the Board of Commissioners. The employee shall attach a new job description and an explanation of why he/she believes a reclassification is justified. If the Department Head concurs, he/she shall sign the request. The request must be made by January 30th of each year.

Section 2. Within thirty (30) days of such request, meeting(s) will be scheduled with the Board of Commissioners or its designee, the employee(s), the Department Head, the Union representative if requested, and the County Administrator to discuss such request(s). At least fifteen (15) minutes will be scheduled for each employee on an individual basis to discuss his/her reclassification request. All such meetings will be completed by June 30th of each year, unless conditions warrant an extension of that deadline. The extension may be made at the Board or its designee's discretion.

Section 3. The matter shall be decided by the Board of Commissioners and the determination of the Board of Commissioners shall be final and binding on all the parties. Employees will be notified of the Board's decision by August 1st of each year.

ARTICLE XX
LIABILITY INSURANCE AND HOSPITALIZATION
OPTION PAYMENT

Section 1. The Employer shall continue to provide liability insurance comparable to what it currently has (in effect 01/01/86) contingent upon the insurance company not canceling or modifying same and the cost not increasing more than 20%. In the event that the liability insurance is canceled, modified, or otherwise discontinued for any reason by the insurance company, or if the premiums increase by more than 20%, and the County decides to cancel the policy, then under such circumstances, the parties shall enter into immediate negotiations to attempt to arrive at a mutually agreed upon solution.

Section 2. Hospitalization Option Payment. An employee has the following option: In lieu of hospitalization coverage through the County if they have coverage from another source, the Employer will put One Hundred Fifty and no/ 100ths (\$150.00) Dollars per month in an IRA, if permissible under the IRS Code, or in a deferred compensation plan or paid on a monthly basis as additional compensation. In the event this amount is increased for non-union employees, the bargaining unit members will receive any like increase. In the event this amount is decreased for non-union employees, the bargaining unit members will also receive such reduction, but not to be lower than One Hundred Fifty Dollars (\$150.00) per month. Employees exercising the above option shall give prior written authorization to the Employer's representative and shall sign a waiver. Employees assume all risks if they want to later re-enroll and they must wait for an open enrollment period. Employees assume any potential risks as to not being covered for "pre-existing" illnesses or injuries by the insurance carrier.

ARTICLE XXI
NEW CLASSIFICATIONS

The Board of Commissioners reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer shall notify the Union at least two (2) weeks prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within two (2) weeks. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the two (2) week period. In the event the parties reach impasse and cannot reach an agreement, the Employer may implement its last best offer as permitted by law.

ARTICLE XXII
LONGEVITY PAY

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

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

Said annual payments shall be paid in a lump sum on or before December 24 of each year. The above payment shall be on a maximum base salary of \$10,000, (excluding overtime and premium pay).

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

Section 3. Pro Rata Payment. Pro rata payments in case of retirement or death only shall be made as soon as is practicable thereafter. Payment shall be made to the beneficiary named in the employee's retirement plan.

Section 4. Longevity shall be eliminated for employees hired on or after October 10, 1996. Effective January 1, 2005, this Section 4 of Article XXII shall be (considered to be) deleted/eliminated.

ARTICLE XXIII
APPOINTMENTS, TRANSFERS, PROMOTIONS AND DISMISSALS;
ATTENDANCE RECORDS; RECORDS

Section 1. Authority to make all appointments, lateral transfers, promotions to positions and dismissals from positions is vested in the Department Head of each Department, subject to the provisions of this contract.

Section 2. The Employer and Union agree that neither shall discriminate against an employee because of race, religion, creed, color, national origin, age, sex or marital status as required by law.

Section 3. No person shall be employed in a regular classified position and be paid on any basis other than the regular County payroll, without prior approval of the Board of Commissioners or its designated representative.

Section 4. No member of an employee's immediate family shall be hired on a permanent basis in the same department in Newaygo County services. An immediate family member shall be defined as husband, wife, child, mother, father, sister and brother. Exceptions to this rule must be approved by the Board of Commissioners or its designated representative. When two (2) employees in the County service become husband and wife and if working in the same department, the Board of Commissioners or its designated representative shall endeavor to transfer one of the employees to

another department.

Section 5. Each new hire shall meet the specifications of the class for which he or she is being hired, and all applications will be reviewed by the Board of Commissioners or its designated representative and elected official, if applicable.

Section 6. All transfers of employees between Departments must have the approval of the Department Heads involved and the Board of Commissioners or its designated representative prior to the actual transfer. Such transfer shall be subject to the terms of this contract.

Section 7. All appointments, transfers, promotions and dismissals shall be reported by the Department Head to the Board of Commissioners or its designated representative and a proper notation entered in the personnel file.

Section 8. Attendance Records. All employees covered under the terms of this contract shall complete an attendance record designating actual hours worked on a daily basis which shall be countersigned by the Department Head and forwarded to the Board of Commissioners or its designated representative at the end of the pay period. These records shall be available for inspection by Department Heads.

Section 9. The Board of Commissioners or its designated representative shall establish and maintain a history record for each employee in the County service; this record shall include the employee's name, address, date of employment, classification, salary rate and such other employment information as it deems necessary.

Section 10. At the request of the Union, the Board of Commissioners or its designated representative will provide to the Union once every six months a seniority list of the Union's bargaining unit.

ARTICLE XXIV **WAGES**

Section 1. The wage scale set forth in Schedule "A" shall be effective from January 1, 2010, through December 31, 2012.

Section 2. The Classification and Compensation Schedule as herein set forth in Schedule "A-1", "A-2" shall be effective from January 1, 2010, through December 31, 2012. Payment of retroactive compensation shall be made to the employee as soon as practical for those employees still employed upon the date of ratification.

Section 3. Working in a Higher-Paid Position. An employee assigned and working exclusively in a higher paying classification in the bargaining unit for five (5) consecutive days or more shall be paid, starting the sixth (6th) day, at the higher classification rate which is closest to their current rate, but which results in an increase in pay.

ARTICLE XXV **HOURS AND RATES OF PAY**

Section 1. Full-time employees shall be paid an hourly rate based on a thirty seven and one-half (37.5) hour or forty (40) hour work week, as determined by the Board of Commissioners. Commencing January 1, 1993, or thereafter, the Board of Commissioners, within its discretion, shall be able to switch back and forth work week lengths, upon thirty (30) days' prior written notice to the Union provided however, it shall not switch from forty (40) hours to thirty seven and one-half (37.5) hours or vice versa more than once every twelve (12) months. The Board of Commissioners may also determine different hours of work which could include different hours of work on different days of the week. **EXAMPLE:** Certain hours 4 days per week and different hours 1 day per week, etc.

If the Board of Commissioners decides to switch to a 37.5 hour work week from 40 hours, there will not be a salary reduction except that any wage increase given in the year of the reduction to a 37.5 hour work week shall be withdrawn.

EXAMPLE: 1-1-93 - wage increase scheduled for 4%. On 7-1-93 the Board switches to a 37.5 hour work week, the hourly rate will be reduced by 4% effective 7-1-93.

EXAMPLE: 1-1-93 - Board switches to a 37.5 hour work week, the scheduled 4% raise will not be given.

EXAMPLE: 1-1-93 Board switches to a 37.5 hour work week, the scheduled 4% raise shall not be given. Then on 7-1-93, the Board switches back to a 40 hour work week, will give 4% raise on 7-1-93, which was otherwise scheduled for 1-1-93.

Any reduction from the current one (1) hour unpaid lunch period for full-time employees must be mutually agreed to by the parties in writing.

Section 2. The Employer reserves the right to employ eleven (11) part-time employees within the bargaining unit. However, notwithstanding the above, the eleven part-time employee limitation does not apply to the Commission on Aging. A full-time employee who is scheduled to be reduced to part-time status has the option of accepting layoff in lieu thereof. A part-time employee who has been reduced from full-time status and who accepts that part-time employment shall have their health insurance continued by the Employer, but shall be required to pay twenty-five percent (25%) of the current year's premium above what a full-time employee pays. All other benefits such as vacation, sick leave and longevity shall be prorated based upon the number of hours worked by that part-time employee. However, newly hired part-time employees are not entitled to the above benefits with the exception of health insurance which the employee shall be responsible for twenty-five percent (25%) above what a full-time employee pays. The Employer may either reduce current full-time employees to part-time status as noted above or hire new part-time employees. The Employer will not layoff a full-time employee and replace that position with two part-time employees. Excluding the Commission on Aging Department, the Employer will notify the Union representative of the name and assigned department of newly-hired part-time

employees.

In the event of the creation of a part-time position, employees on lay off, by seniority, who have not lost their seniority rights as provided in Article XIII, Section 2, who have the necessary skills and qualifications shall be offered the part-time position but only if a full-time employee elects to be laid off in lieu of being reduced to part-time as noted above.

This section does not apply to employees working in the Parks Department. See Section 7 below pertaining to Parks Department Maintenance employees.

Section 3. Employees shall be paid on a bi-weekly basis, on Friday by 12:00. If the payday (Friday) falls on a holiday, the paycheck will be distributed on Thursday.

Section 4. All overtime, whether payment or compensatory time, shall be at the rate of time and one-half (1 ½). Overtime pay shall be paid on the next regularly scheduled pay period. Overtime is defined as time worked over forty (40) hours in a week. (This excludes vacation and sick leave and other paid time off.)

Section 5. Overtime shall be authorized by the Department Head at the time the employee is requested to perform the overtime service and shall be on a form furnished by the Employer and signed by the employee's immediate supervisor.

Section 6. Compensatory Time.

(A) The below does not apply to the Parks Department employees. At the request of any employee eligible for overtime and with his/her Department Head's approval, 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. Notice of this request must be given at the time the aforementioned time is worked. The comp time, if approved, can be taken 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. In the event that such time off is not taken within the limiting time by the employee, he/she shall be given cash payment at the rate based on his/her salary at the time the hours were worked. The maximum accumulated compensatory allowed is thirty (30) hours at any one time. For Building & Grounds Maintenance Workers, the maximum accumulated compensatory allowed is forty-five (45) hours at any one time.

(B) For PARKS DEPARTMENT MAINTENANCE EMPLOYEES ONLY, compensatory time may accumulate to a maximum of two hundred forty (240) hours at any one time. This comp time, if approved, can be taken at a mutually agreed upon time during the calendar year or within three (3) months following the calendar year the time was worked.

Section 7. Premium Pay and Work Week. FOR PARKS DEPARTMENT MAINTENANCE EMPLOYEES ONLY: There shall not be any premium pay or additional compensation for employees working Saturdays, Sundays and/or for work on a holiday. Such employees who work on a holiday shall receive compensatory time for

each hour worked on the holiday. Further, the Parks Director can assign a four (4) day work week with ten (10) hour work days for Parks Department Maintenance employees.

Section 8. Hours and Rates of Pay for PARKS DEPARTMENT MAINTENANCE Employees and other conditions for Parks Department Maintenance.

A. The Employer reserves the right to employ part-time maintenance employees for use at the County Parks. A full-time employee who is scheduled to be reduced to part-time status has the option of accepting layoff in lieu thereof. A part-time employee who has been reduced from full-time status and accepts that part-time employment shall have their health insurance continued by the Employer for up to twelve (12) months. All other benefits, such as vacation, sick leave and longevity shall be prorated based upon the number of hours worked by that part-time employee. However, newly hired part-time employees are not entitled to the above benefits. The Employer may either reduce current full-time employees to part-time status as noted above or hire new part-time employees. The Employer will not reduce either of the current two (2) full-time employees (employed on 8-11-92) to two (2) part-time positions. If a current full-time employee (employed on 8-11-92) is reduced to part-time and later there is a full-time position available, that current (8-11-92) employee will be offered that position or if additional hours are available to make a full-time position, he/she will be offered the additional hours before hiring another part-time employee, if practicable and if qualified.

B. The Employer may send Parks Department Maintenance employees home if there is no work for them to perform due to weather conditions which do not permit the normal work to be done. They may use earned vacation time or compensatory time if they want to be paid for that time period. Employees who show up to work shall receive a minimum of two (2) hours pay and may be required to work for those two (2) hours.

C. Parks Department Maintenance employees may be scheduled to work other than Monday through Friday by the Parks Director with reasonable prior notice, but the usual work week shall be Monday through Friday.

D. Non-bargaining unit persons may perform bargaining unit work, including supervisors, seasonal employees, temporary employees, part time employees, casual, grant funded such as JTPA, Youth Corps, work release, DSS referrals, community service.

E. An employee in the Parks Department who is in a higher-paid classification who is given a layoff notice shall be permitted to bump a lower-paid employee in the Parks Department if he/she has more seniority and if he/she has the immediate skills, ability and qualifications to perform that job. The above applies to Parks Maintenance employees only.

Section 9. Commission on Aging. Notwithstanding any contrary provisions contained in this contract, the Employer shall be able to maintain its prior and current practice regarding the use of volunteers, temporary employees, casual employees, grant-funded persons, DSS referrals, Youth Corps, etc. in the Commission on Aging Department.

ARTICLE XXVI
FAMILY AND MEDICAL LEAVE ACT

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

ARTICLE XXVII
STEWARDS

Section 1. The Employer recognizes the right of the Union to designate a Steward and three (3) alternates. An alternate Steward may exercise the functions of a Steward only when the Steward is absent or as otherwise necessary.

The authority of a 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.

Section 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 or alternate leave his/her work to investigate grievances without first obtaining permission from the Department Head. The Department Head may require the Steward to investigate and/or present grievances during other than working hours in the event that the Department Head believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

Section 3. The Union will furnish the Employer, in writing, with the names of its Steward and alternates 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 XXVIII
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.

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

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

Section 4. Programmer/Analysts and Senior Service Coordinator (Commission on Aging). The Employer may exclude two (2) programmer/analysts from coverage under this contract. The Employer agrees to include the Senior Service Coordinator for the Commission on Aging in the bargaining unit.

ARTICLE XXIV
DURATION

This Agreement shall be effective as of January 1, 2010 and remain in full force and effect until the 31st day of December, 2012.

COUNTY OF NEWAYGO

By Adam Wright
Adam Wright, Chairperson
Board of Commissioners

By Patricia Baker
Patricia Baker
Drain Commissioner

By Holly Moon
Holly Moon
Treasurer

By Laurel J. Breuker
Laurel J. Breuker
Clerk

By Linda M. Landheer
Linda M. Landheer
Register of Deeds

By Chrystal Roach
Chrystal Roach
Prosecuting Attorney

By Tobi G. Lake
Tobi G. Lake, Administrator

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214:

By Robert Vasquez
Robert Vasquez,
Business Representative

By Richard Kooistra
Richard Kooistra, Union Steward

By Teressa Hamilton
Teressa Hamilton,

By Deborah Bernick
Deborah Bernick

SCHEDULE A

WAGES

EFFECTIVE first full pay period January, 2010
retroactive for employees employed on the date of ratification by the parties

40 HOURS
PROFESSIONAL, TECHNICAL AND OFFICE CLASSIFICATIONS

<u>Grade (Minimum)</u>	<u>Hire Rate</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>
01	10.5181	11.1548	11.7671	12.3797
02	10.9346	11.5712	12.2202	12.8447
03	11.3631	12.0367	12.6976	13.3712
04	12.2447	12.9792	13.6773	14.4119
05	13.3712	14.1548	14.9506	15.7344
06	14.4855	15.3303	16.1997	17.0078
07	15.2813	16.1384	17.0324	17.9385
08	16.2242	17.1671	18.1222	19.0528
09	17.9507	19.0160	20.0690	21.1220
10	19.0282	20.1424	21.2567	22.3710
11	20.5956	21.8078	23.0199	24.2322
12	22.4689	23.7914	25.1261	26.4361
13	24.0361	25.4687	26.8647	28.2729

EFFECTIVE first full pay period July, 2010
retroactive for employees employed on the date of ratification by the parties

40 HOURS
PROFESSIONAL, TECHNICAL AND OFFICE CLASSIFICATIONS

<u>Grade (Minimum)</u>	<u>Hire Rate</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>
01	10.6233	11.2663	11.8848	12.5035
02	11.0439	11.6869	12.3424	12.9731
03	11.4767	12.1571	12.8246	13.5049
04	12.3671	13.1090	13.8141	14.5560
05	13.5049	14.2963	15.1001	15.8917
06	14.6304	15.4836	16.3617	17.1779
07	15.4341	16.2998	17.2027	18.1179
08	16.3864	17.3388	18.3034	19.2433
09	18.1302	19.2062	20.2697	21.3332
10	19.2185	20.3438	21.4693	22.5947
11	20.8015	22.0258	23.2500	24.4745
12	22.6935	24.0293	25.3773	26.7004
13	24.2764	25.7233	27.1333	28.5556

WAGES 2011

Employees shall receive the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees, appointed department heads, or elected officials; whichever is greater.

Wages 2012

Employees shall receive the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees, appointed department heads, or elected officials; whichever is greater.

Statement of Intention: It is the intent of the County/Employer to mirror annual wage increases for 2011 and 2012 to the unclassified employees, appointed department heads or county elected officials; whichever is greater. However, should a wage/job study be conducted or a County Officers Compensation Commission be established in the future for elected officials, annual wage increases for employees covered under this bargaining unit shall only be compared to unclassified employees and appointed department heads.

SCHEDULE A-1

PROFESSIONAL, TECHNICAL & OFFICE CLASSIFICATIONS

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>STARTING SALARY GRADES</u>
Administration	Office Assistant	03
	Clerk/Typist -Floater**	03
	Benefits Coordinator	04
	Secretary	04
Building Department	Office Manager	06
	Secretary (3)	04
Building & Grounds	Assistant Maintenance Supervisor	06
	Maintenance I	03
	Maintenance II	04
Commission on Aging	Financial Analyst	06
	Sr. Meals Nutrit. Program Supv.	06
	Case Manager (3)	06
	Program Coordinator	07
	Home Repair Supervisor	05
	Food Service Manager	04
	Senior Services Coordinator	05
Office Assistant	03	
Community Development	Housing Coordinator	08
Cooperative Extension	Office Manager	06
	Secretary	04
County Clerk	Deputy Clerk	03
	Deputy Clerk (Elections)	03
Drain Commissioner	Office Assistant	03
Equalization	Deputy Director	08
	Mapping Coordinator Appraiser	05
	Equalization Clerk II	04
	Secretary (2)	04
	Assistant Director	08
Information Technology	Information Technology Specialist I	07
	GIS Coordinator/Technician	06
Parks & Recreation	Maintenance II	04
Register of Deeds	Chief Deputy Register***	07

	Account Clerk	03
	Account Clerk II	04
Treasurer	Chief Deputy Treasurer***	07
	Account Clerk	03
	Account Clerk II	04
	Account Clerk III	05
	Accountant	05
Prosecuting Attorney	Legal Secretary (4)	04
	Legal Secretary/ Victims Rights Provider	04

**** CLERK/TYPIST-FLOATER**

The Department he/she is assigned to is the Administration Department for the purposes of layoff under Article XIII. The Employer reserves the right to assign this person to various county Departments by resolution of the Board of Commissioners.

The eleven regular part time employees mentioned in Article XXV, Section 2, are recognized by the union so long as they share the title with the positions in Schedule A-1. (Regular part-time employees shall be defined by the County's Manning Table.)

***Remove the Chief Deputy Clerk and Chief Deputy Drain Commissioner upon ratification of this Agreement. Remove the Chief Deputy Treasurer and Chief Deputy Register of Deeds upon vacancy of those positions. Employer will ensure that an equal number of positions are added to the number of memberships within the union. The union recognizes the acceptance of the Treasurer's Office Accountant's position into the union as counting towards this requirement.

SCHEDULE A-2

PROFESSIONAL, TECHNICAL & OFFICE UNIT CLARIFICATION

Effective after the contract is executed by the parties in 1999, the following classifications shall be included or excluded from the bargaining unit:

Administration

Administration Secretary	Out of Unit
Administrative Analyst Budget/Finance	Out of Unit
Administrative Analyst Payroll/Insurance	Out of Unit
Payroll Clerk	Out of Unit

Building Inspector's Department

Electrical Inspector	Out of Unit
Secretary	In the Unit

County Clerk

Part time Clerk Typist	Out of Unit
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Drain Commissioner's Department

Three Seasonal Drain Maintenance Workers	Out of Unit
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Maintenance

Assistant Building and Grounds Super	In the Unit
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Prosecuting Attorney's Office

Clerk Typist	In the Unit
Office Manager	Out of Unit
Clerk Typist	In the Unit
Prevention Specialist	In the Unit
Pride Coordinator	In the Unit
Summer Worker	Out of Unit
Clerk Typist	In the Unit
Pride Coordinator	In the Unit
Police Liaison Officer	Out of Unit
Pride Coordinator	In the Unit
Officer Manager	Out of Unit
Pride Coordinator	In the Unit
Pride Coordinator	In the Unit
Truancy Officer	Out of Unit

COUNTY POLICIES
Applicable to Employees as
Agreed to Per Union Negotiations
on June 5, 2001

A. Sexual Harassment

The purpose of this policy is to establish clearly and unequivocally that Newaygo County prohibits sexual harassment of its employees in any form, and to establish procedures by which such allegations of sexual harassment may be filed, investigated and resolved. The policy in its entirety is attached as Appendix A.

Sexual harassment of employees by other employees is strictly prohibited. Any employee engaging in an act of sexual harassment will be subject to disciplinary measures. Additional information or assistance may be obtained from the Administrator's Office. Complaints regarding this policy may be made to the employee's supervisor, Department Head, and/or the County Administrator.

Sexual harassment shall be defined within this policy as follows:

Sexual advances, requests for sex favors, and other verbal or physical conduct of a sexual nature constitute harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

B. Telephone Calls

Use of County telephones is not permitted for personal long distance calls except in emergencies. Department Heads may require employees to log all telephone calls. Personal calls shall be kept to a minimum.

C. Change of Name, Address, Telephone Numbers, or Dependents

If an employee has a name change, marries, has children, divorces, telephone number change, or address change, it is important that the employee informs his/her supervisor and the Office of Administration **NO LATER THAN 30 DAYS AFTER THE FACT** so that the employee's personnel record and insurances may be adjusted. It is the employee's responsibility to keep the Office of Administration up to date regarding these matters.

If the employee has a dependent that is no longer eligible for coverage it is the employee's responsibility to notify the Office of Administration so that the proper adjustments may be made. If the employee fails to notify the Employer of the fact that the dependent is no longer eligible for coverage, the employee may be billed for expenses incurred by the County.

D. Resignation

Should an employee decide to leave employment, a minimum of two (2) weeks' notice in writing must be given to his/her Department Head, if an employee is to receive accrued vacation and eligible personal time off, unless an emergency situation prohibits such notice. A copy of the written notice will be forwarded to the Office of Administration. Failure to provide two (2) weeks' notice will result in loss of accrued vacation and eligible personal time off unless waived by the County Administrator in writing.

E. Employment of Relatives

It is the policy of the County to permit the employment of qualified individuals who are related to an existing employee provided a supervisory-subordinate relationship would not exist as a result of that employment. Relatives are defined as spouse, brothers, sisters, parents, in-laws, and natural or adopted children.

If a supervisory-subordinate relationship occurs as a result of a marriage between two (2) employees working in the same program area, then the County will attempt to transfer one (1) of the individuals but it is not required to do so. If a transfer does not occur, one (1) of the employees will be required to resign within sixty (60) days of the marriage.

F. Personnel Records

Personnel records are maintained in the Office of Administration for employees, and some records may be kept by the employee's Department Head. These records include information on initial employment or re-employment, professional credentials, wage increases, promotions, demotions, employee absentee reports, disciplinary actions and other pertinent employment information. The employee may schedule a review and have a copy made of his/her personnel file provided the County Administrator, or his/her designee, is present during the review.

H. Outside Employment

While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair the employee's responsibilities to the County.

Any employee desiring to participate in outside or supplemental employment must inform and receive his/her Department Head's approval in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

1. Employees engaged in outside or supplemental employment shall:
 - a. Not use County facilities as a source of referral for private customers or clients.
 - b. Not be engaged in during the employee's regularly scheduled working hours.
 - c. Not use the name of the County or County agency as a reference or credential in advertising or soliciting customers or clients.
 - d. Not use County supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
 - e. Maintain a clear separation of outside or supplemental employment from activities performed for the County.
2. The County shall not be liable, either directly or indirectly for any activities performed during outside or supplemental employment.

I. Work Rules.

All County employees are expected to adhere to the following rules of conduct as well as the rules and policies previously and hereinafter mentioned. The list is not intended to be an all-inclusive list of rules of conduct expected of employees. Further, the list may be added to, modified or supplemented by the County Board of Commissioners or the employee's Department Head. The purpose of the work rules is to set forth some guidelines for conduct, violation of which will result in disciplinary action, including possible discharge. Other type behavior can subject an employee to disciplinary action including discharge.

1. **Tardiness.** Employees who are late may be docked for time lost, otherwise disciplined and/or dismissed by the Department Head.
2. **Absenteeism.** Employees are required to notify their immediate supervisor prior to any absence as soon as possible.
3. **Dress and Grooming.** Employees are expected to maintain a neat and well groomed appearance in accordance with their position and working conditions. A Department Head may implement a code for his/her department.
4. **Public Decorum.** All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.
5. **Acceptance of Gifts.** Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a County employee.
6. **Personal Mail.** Personal mail should not be addressed to the County address. Employees shall not use County postage or other property for personal business.
7. **Visitors.** Friends, relatives and children of employees are not allowed in the working areas without the approval of the Department Head.
8. The theft, attempted theft, or neglect of property of the County, its visitors or employees is prohibited.
9. Unauthorized use of County property, equipment or facilities (including telephones, vehicles and duplicating equipment) is prohibited.
10. Falsification or unauthorized altering of employment application information, records (payroll or program records), or County records is prohibited.
11. Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including the assigned duties of the job is prohibited.
12. The following are prohibited:
 - a. Failing to report to work when scheduled.

- b. Improper use of sick leave or other leaves of absence.
- c. Falsification of information to secure personal time off or other leaves of absence.
- d. Abuse of break or lunch periods.
- e. Violation of departmental rules on confidentiality.
- f. Inefficiency or incompetency or neglect of duty.
- g. Reporting to work or working in an intoxicated condition.
Consumption or possession of alcohol or illegal drugs or substance (such as marijuana) on County premises or property while on or off duty.
- h. Use of obscene language in public office areas.
- i. Threatening other persons or instigating a fight.
- j. Unauthorized possession of firearms, dangerous weapons or personal protection devices.
- k. Verbally abusing or physically attacking customers, clients, visitors or County personnel.
- l. Conduct disruptive to the work of other employees.
- m. Carelessness or negligence which results in an injury to another employee, client or visitor.
- n. Illegal activity on County premises (misdemeanor or felony) during work or non-work hours.
- o. Violation of rules concerning outside supplemental employment.
- p. Instigating, aiding, or participating in any illegal strike or work stoppage.
- q. Insubordination to any supervisor or Department Head.

13. **Personal Equipment and Valuables.** It is impossible to secure insurance coverage for personal equipment and valuables brought on County premises. Employees are discouraged from having personal items at their offices and the County cannot be responsible for any loss or damage to such items.

14. **County Property.** Employees shall conform to all rules for use and treatment of County facilities and property, not use any County property, equipment, vehicles, facilities or staff for personal matters or gain.

J. Smoking.

All Newaygo County Buildings have been designated smoke free since January 1, 1993.

K. Workers' Compensation.

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 his/her Department Head and the Office of Administration as soon as possible after the mishap and fill out the proper reporting forms. Failure to properly report an injury may disqualify any employee for benefits under Workers' Compensation Insurance.

L. Credit Union.

Employees are eligible to participate in a credit union. Personnel wishing to join and desiring to have a uniform payroll deduction sent to the credit union should see the payroll department at the Office of Administration. The County is a participating group with the Newaygo County Service Employees Credit Union.

M. Direct Deposit.

Employees are encouraged to direct deposit their net payroll into some kind of banking institute. Employees may deposit anywhere in the State of Michigan. Contact the payroll department at the Office of Administration to complete forms for direct deposit. A voided check or deposit ticket will be required.

N. Information Technology Resources.

Employees, when using the Newaygo County technology resources (e.g., e-mail, electronic voice and video communication, facsimile, the Internet, and future

technologies) must comply with the Newaygo County Information Technology Resources Policy. This policy, in detail, can be found in Appendix B.

O. **7-1-1 Emergency Number.**

A 7-1-1 number has been made available to employees in case of an emergency. When an employee dials 7-1-1, it will ring into Central Dispatch. Central Dispatch will be able to see the employee's exact location that he/she is calling from within the County Campus. An immediate, armed response will be dispatched to that location. The 7-1-1 emergency number is made available to the following buildings: Administration, Courthouse, Jail, Sheriff's Office, Family Independence Agency (FIA) basement, and Administration Annex.

P. **Emergency Preparedness Plan.**

The Newaygo County Sheriff's Office has designed an emergency preparedness plan. This plan sets forth the procedures all employees must follow in the event of a crisis or incident. The plan is attached as Appendix C.

SEXUAL HARASSMENT POLICY STATEMENT

This policy shall apply to all County elected officials, Department Heads, union and non-union County employees.

Policy Statement

Newaygo County reaffirms its commitment to equal employment opportunity, for all individuals, and shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, handicap or disability, height, weight, marital status, political affiliations or beliefs in accordance with applicable State and Federal laws, and Newaygo County policies and/or guidelines. Newaygo County finds Sexual Harassment to be a form of discrimination affecting the work environment as well as other terms and conditions of employment.

It shall be the policy of Newaygo County that employees have the right to expect a working environment free of unwelcome sexual advances, requests for sexual favors, communication of a sexual nature, and other unwanted verbal or physical conduct of a sexual nature.

This policy shall be followed at all times including, but not limited to situations where:

- (1) Submission to such conduct or such communication is made and expressed or implied condition of obtaining employment.
- (2) Submission to or rejection of such conduct is used as a basis of or factor in decisions affecting the employment of any personnel.
- (3) Such conduct or communication has the purpose or effect of interfering with an employee's duty, assignment or work performance, or creating an intimidating, hostile or offensive environment.
- (4) "Unwanted Conduct" includes any conduct which is of an ethnic, racial or religious nature, which reasonably causes the recipient discomfort or humiliation, or which interferes with the recipient's work performance. This includes "sexual jokes" and unwanted touching of employees.

This policy is for internal use only, and is not intended to enlarge the County's liability in any way, and it shall not be construed as a creation of a higher legal standard. Noncompliance with this policy constitutes a violation of employment duty only, except cases in which noncompliance is also a violation of laws of the State of Michigan and Federal laws. This policy in no way affects the rights already available by and through

Michigan and/or Federal laws. Violation of this policy shall form a basis for disciplinary action by Newaygo County.

Application

All employees and elected officials shall conduct themselves in a manner conducive to a work environment free of coercion, intimidation, harassment, retaliation, or discrimination and conduct themselves in a manner which will assure compliance with this policy and the State and Federal laws.

All supervisory personnel shall be expressly responsible for immediately reporting any occurrences which they may witness or become knowledgeable of. If at all possible, immediate action shall be taken by supervisory personnel to eliminate and restrict, during the pendency of a sexual harassment or unwanted conduct complaint, any work assignments or contact between the employee making the complaint and the employee against whom the complaint is made.

Procedure

It is Newaygo County's position to take action to prevent such unwanted conduct from occurring and to deal with all such instances in a fair, impartial, and speedy manner. All complaints or instances will be investigated on a case by case basis, in a confidential manner as follows:

1. An employee who believes he/she has been subjected to sexual harassment or unwanted conduct shall report the incident within fifteen (15) calendar days after the alleged occurrence to the County Administrator. If the County Administrator is the alleged perpetrator, the incident shall be reported to the County Prosecutor. Any alleged incidents shall first be reported verbally. If the employee wishes the matter to be pursued, the complaint must be in writing. Any written information may be disclosed to the alleged perpetrator to afford them an opportunity to defend themselves.
2. A meeting shall be held between the person making the complaint and the County Administrator, or Prosecutor, or his/her designee, as soon as possible, but no later than ten (10) days following the report of the alleged occurrence(s). Following this meeting, the employee(s) against whom the complaint had been made shall be given a full opportunity to respond to the allegations. The investigation conducted shall also include interviews, where appropriate, with other witnesses to the alleged occurrence(s) of sexual harassment or unwanted conduct.
3. Following completion of the investigation, if it is determined that sexual harassment or unwanted conduct did in fact take place, immediate action, including discipline if necessary will be taken to remedy the situation and

prevent its reoccurrence. All employees or County officials who violate this policy will be subject to disciplinary action up to and including dismissal. Retaliatory action or conduct of any kind taken by any employee or official of the County against an employee as a result of that employee having sought redress under this policy is strictly prohibited and shall be regarded as a separate and distinct violation of Newaygo County Policies and Procedures. Anyone who undertakes this type of action shall be subject to discharge.

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NEWAYGO COUNTY

Information Technology Resources Policy

This policy sets forth Newaygo County's policies with regards to information technology ("IT") resources (e.g., e-mail, electronic voice and video communication, facsimile, the Internet and future technologies), including County access to review or disclosure of electronic files, electronic mail and electronic voice and video communications through or stored on any part of the IT resources systems. This memorandum also sets forth the policies on the proper use of the IT resources systems. These policies do not constitute a contract. The County reserves the right to change them at any time.

I.

General Policy

The IT resources are intended to assist in the efficient and effective day to day operations of County departments and agencies, including collaboration and exchange of information within and between County departments/ agencies, other branches of government and outside contacts. These resources also provide public access to certain public information.

The IT resources system is to be used for County-related purposes only. The County treats all information stored through or stored in these systems including, but not limited to, voice communication and e-mail messages, as County information.

The County has the capability to access, review, copy, modify and delete any information transmitted or stored in the system, including voice and e-mail messages. The County reserves the right to access, review, copy, modify or delete all such information for any purpose and to disclose it to any party if legally compelled to do so, or if the County otherwise deems it appropriate.

Those voice or other IT resources files containing personal information of an employee as a result of an employee's making incidental use of the IT resources system for personal purposes, including the transmission of personal voice and e-mail messages, will be treated no differently than other files, i.e., the County reserves the right to access, review, copy, modify, delete or disclose them for any purpose required by law, or which the County deems appropriate in its discretion. Accordingly, employees should not use the IT resources system to send, receive or store any information that they wish to keep private. Employees should treat the IT resources system like a shared file system -- the files or messages sent, received or stored anywhere in the respective systems will be available for review by authorized representatives of the County and, may be disclosed to third parties.

II.

Prohibited Uses of IT Resources

As stated above, IT resources are to be used exclusively for County purposes. Notwithstanding the foregoing, the following uses of the IT resources system are strictly prohibited, and violation of these policies may result in discipline, up to and including immediate discharge and, where appropriate, civil and/or criminal liability. The list of prohibited uses of IT resources is for illustration purposes only and is not intended to be all-inclusive and individuals may be disciplined, or subject to civil or criminal liability for matters not listed below:

1. Distribution of offensive or harassing statements, transmission of defamatory, obscene, offensive or harassing messages or messages that disclose personal information without authorization.
2. Distribution of incendiary statements which may incite violence or describe or promote the use of weapons or devices associated with terrorist activities.
3. Distribution or solicitation of sexually oriented messages or images.
4. Any use of County-provided IT resources for illegal purposes or in support of such activities.
5. Any use of IT resources for commercial purposes, product advertisement or "for-profit" personal activity.
6. Any sexually explicit use, whether visual or textual.
7. Any use for religious or political lobbying.
8. Duplicating, transmitting or using software which is not in compliance with software licensing agreements and/or unauthorized use of copyrighted materials or other person's original writings.
9. Wasting IT resources by, for example:
 - A. Placing a program in an endless loop;
 - B. Printing unnecessary amounts of paper;
 - C. Disrupting the use or performance of County-authorized IT resources or any other computer system or network;
 - D. Storing any information or software on County-provided IT resources which are not authorized by the Information Services Department.

10. Security violations including, but not limited to:

- A. Accessing accounts within or outside the County's computers and communications facilities for which you are not authorized or do not have a business need;
- B. Copying, disclosing, transferring, examining, renaming, or changing information or programs belonging to another user unless you are given express permission to do so by the person responsible for the information program;
- C. Knowingly or inadvertently spreading computer viruses.
- D. Distributing "junk mail" such as chain letters, advertisements or unauthorized solicitations.
- E. Transmitting confidential information without proper security and authority.

III.

Suggested Practices

It is suggested that employees undertake the following practices with regards to the use of the County's IT resources.

1. **Confidential County Information:** County employees must exercise a greater degree of caution in transmitting confidential information on the computer system than they make with other means of communicating information (e.g., written memoranda, letters or phone calls) because of the reduced human effort required to redistribute information electronically. Confidential information should never be transmitted or forwarded to outside individuals or companies not authorized to receive that information and should not be sent or forwarded to other employees inside the County who do not need to know the information.

Always use care in addressing e-mail messages to make sure that the messages are not inadvertently sent to outsiders or the wrong person inside the County. In particular, exercise care when using distribution lists to make sure that all addressees are appropriate recipients of the information. Individuals using lists should take measures to insure that the lists are current.

2. **Viewing and Protecting Electronic Files:** In order to guard against improper dissemination of confidential information, employees should not access their computer for the first time each day in the presence of others. Confidential information should not be left open on the screen when a computer is unattended. In addition, do not leave floppy

disks or back-up tapes containing confidential information out in the open. Keep them locked in drawers or filing cabinets.

3. **Passwords**: Employees must use passwords as made available by the County IT resources system to protect against unauthorized access to files on which they are working. (Note, however, that individual passwords do not prevent authorized County representatives from accessing those files). Access passwords should never consist of names, birth dates or words that can be found in the dictionary. Passwords should combine letters and numbers and be routinely changed every three to four weeks. Never disclose personal or system passwords to anyone other than authorized County representatives.

4. **Attorney-Client Privileged Communications**: Some of the e-mail messages or memoranda sent, received or stored on the system may constitute confidential, privileged communications between the County and its attorneys. Upon receipt of a message or memorandum from counsel or creation of a message to counsel, do not forward it or its contents to others inside the County without counsel's authorization. Never forward such messages or their contents to any third parties.

5. **Copyrighted Information**: Use of the computer system to copy and/or transmit software programs, documents or other information protected by copyright law is prohibited by federal law and may subject you and the County to civil and criminal penalties. Never copy software programs of any kind without express authorization from the Information Services Department. Never accept copies of any software programs from any other employees without approval from the Information Services Department.

6. **Installation of Software**: Since some software programs may be incompatible with the IT system or may contain viruses, do not install any software into the County IT system without prior approval of the Information Services Department.

7. **E-Mail Etiquette**: Please note that your e-mail and voicemail messages may be read or heard by someone other than the persons to whom they are sent and some day may be disclosed to outside parties or to a court in connection with litigation. Accordingly, please create and send messages that are courteous, professional and business-like.

IV.

Use Of The Information Services Department

You should contact the Information Services Department if:

1. You receive or obtain information to which you are not entitled;
2. You become aware of breaches of security;
3. You learn of inappropriate use of County-provided IT resources.

Please seek the advice of a person in the Information Services Department if you are in doubt concerning your authorization to access any particular IT resource.

To insure that employees comply with these policies, the Information Services Department may conduct periodic audits of the IT system, including individual personal computers, floppy disks or back-up tapes. An employee's failure to comply with these policies may lead to disciplinary action.

Each County department or agency shall review complaints or instances of unacceptable use brought to its attention. Violators are subject to corrective action and discipline, up to and including discharge, and may also be subject to civil prosecution or prosecution under state or federal statute.

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**NEWAYGO COUNTY SHERIFF DEPARTMENT
EMERGENCY PREPAREDNESS PLAN
POLICIES AND PROCEDURES
For The Newaygo County Complex**

Effective date: 1/1/98

DIRECTIVE: The Sheriff's office will have a management plan that addresses emergency preparedness with regard to disaster plans both internally and externally to provide departments and staff the procedures to cope with crises or incidents.

EMERGENCY PLAN - INTRODUCTION: Emergencies are natural or man-made events that significantly affect or disrupt the environment of effective operation of a department or agency and may require partial or total evacuation of staff and/or public. Such an emergency may include, but is not limited to, tornado watches, tornado warnings, bomb threats, physical threat by a person with a weapon, fire evacuation, or any malfunction of a utility, such as breakage of a water pipe, air conditioning equipment, or electrical equipment.

The Newaygo County Mental Health Center has been designated as a support annex to the Emergency Operations Plan for Newaygo County as authorized by the Newaygo County Board of Commissioners and their Emergency Services Coordinator dated 4/29/82 and under the authority of the Michigan Emergency Preparedness Act, Act 390, P.A., of 1976 Section 10 as amended. The shelter area of the facility is located in the northeast part of the building at the lower level. This area includes the large conference room, the adjoining hallway, and bathrooms. A sign shall be posted in a conspicuous place at the building entrance of the shelter area.

AUTHORITY: The Newaygo County Sheriff or his designee is assigned as the safety director and is responsible to coordinate all internal disaster and safety efforts. The Sheriff's designee means a full time police officer with the Newaygo County Sheriff Department. This individual will also coordinate external disaster defined efforts with the cooperation of other agencies or agents involved including, when appropriate, the director of Civil Defense, Public Health Department, appropriate law enforcement officials, fire services, communications, and voluntary services such as the Red Cross.

EMERGENCY TELEPHONE NUMBERS

911 is to be used by FIA employees. All other departments are to call 711. This will put you directly in touch with Central Dispatch. When Central Dispatch answers "try" to stay on the line and give as much information as possible. Central Dispatch will notify the Safety Director (Sheriff) and the proper emergency personnel.

PROCEDURE - BOMB THREATS: In the event of a bomb threat received via the telephone, proceed as follows:

1. Be Calm.
2. Keep the caller on the line and ask them to repeat their message.
3. Get someone's attention so they can dial 711/911.
4. Listen and document everything the caller says including description of the caller and any background noises.
5. Ask what time the bomb is to go off and its location.

The staff member who received the call will be contacted to determine the nature and all pertinent information relating to the threat. The safety director or his designee shall contact the department heads and staff of the building involved, and prepare for possible evacuation.

PROCEDURE - DISRUPTIVE BEHAVIOR - PERSONAL THREATS: In the event that staff observe a personal threat such as a person with a weapon, such as a gun or knife, the safety director should be notified immediately by dialing 711/911. Disruptive behavior and any verbal or implied threats should be reported immediately to insure staff and public safety.

PROCEDURE - WATER LINE BREAK: In the event a water line should break staff should:

1. Immediately notify the maintenance supervisor to shut off the supply, or
2. Immediately notify the administrative secretary who will notify building maintenance to shut off the supply.
3. Notify adjacent departments that may be affected by potential damage to records.

PROCEDURE - CHEMICAL SPILL IN THE PARKING LOT: In the event of a chemical spill or similar situation in the parking lot, and the possibility exists for fumes to enter the air conditioning or heating intake, it may be necessary for the system to be shut down. The procedure is to:

1. Immediately notify the maintenance supervisor to shut down the system.
2. Immediately notify the administrative secretary who will notify building maintenance to shut down the system.
3. Contact campus security and dial 711/911.

PROCEDURE - OTHER UTILITY FAILURE: In the event there is other utility failure causing a safety risk requiring the electric power to be disabled, staff should:

1. Immediately notify the maintenance supervisor to shut down the electric power to the affected area, or
2. Immediately notify the administrative secretary who will notify building

3. maintenance to shut down the power to the affected area.
Contact the safety director to assure that staff and public are kept away from the risk area.

PROCEDURE - TO REPORT ANY OTHER SAFETY RISK: In the event any staff observe a potentially hazardous situation or safety risk it should be reported immediately to the maintenance supervisor or the safety director for proper safety assessment.

PROCEDURE - FIRE/SMOKE INCIDENTS: In the presence of fire, smoke, or oxygen deprivation, a staff member should assess the situation and proceed with any or all of the following procedures as appropriate for the situation:

1. Dial 711/911 and request the fire department.
2. Immediately notify the administrative secretary who will contact building maintenance.
3. Pull one of the fire alarms and begin evacuation.
4. Utilize the fire extinguisher located at any of the entrances.
5. The department head or their designee that is the last to leave their office should shut the door behind them making sure **NOT** to lock it.

PROCEDURE - TORNADO WATCH: When information is received that the area is under a tornado watch, the safety director or designee will notify all staff of the watch. Staff will then prepare for possible evacuation to the designated shelter area should the watch progress to a warning.

PROCEDURE - TORNADO WARNING: When information is received that the area is under a tornado warning, signified by the sound of a long, steady blast of the civil defense outdoor warning siren, all staff, individuals, and public are to immediately, in a calm manner, proceed to the designated shelter area. **THE ELEVATOR MAY NOT BE USED.** Supervisors or designees will assure that everyone moves to the designated shelter area. A sign will be posted in a conspicuous place at the building entrance as to the location of the shelter area in case someone comes into the building seeking shelter. If it is not possible for courthouse personnel to get to the shelter area, and unless otherwise directed, personnel should go to the south end of the west wall corridor.

The safety director shall keep a close watch for any information over the radio, TV, or other announcements, and shall be responsible for the decision to give an all clear when the warning is ended.

PROCEDURE - EVACUATION DUE TO INTERNAL CAUSE:

In the event that evacuation of the building is necessary due to fire or bomb threat, all staff should:

1. Immediately exit the building via the nearest available exit and instruct any members of the public to exit also.
2. Stay together as a department so that they can be accounted for.
3. Stay clear of the building and incident area so emergency personnel functions are not hindered.

Department heads or their designees are to check their staff areas to ensure that all staff and public have evacuated the building.

Once outside, department heads should make a head count and report that their department is clear or else report any absences to the safety director.

In the event of inclement weather, personnel may go into an unaffected building for shelter. In the event that more than one building is affected, use alternative shelter (i.e. vehicles, restaurant, etc.) that your department head or designee is aware of.

The safety director will maintain a checklist for personnel evacuation, will collect and disseminate information, and will issue the all clear to the department heads to return into the building. At this time, each department head will be responsible for his own staff's return to duty.

EVACUATION DRILLS

Responsibility

The Court Security Deputies, under the direction of the Safety Director, will conduct evacuation drills bi-annually (2 times). Upon completion of the evacuation drills a report will be submitted to the Board of Commissioners. *

*These drills will be coordinated with the department heads so they will least effect normal job duties.

Approved by Sheriff Michael S. Mercer
01/01/98; revised 02/02/99

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