

AGREEMENT

Between

NEWAYGO COUNTY BOARD OF COMMISSIONERS
and
NEWAYGO COUNTY SHERIFF

and

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

for

LOCAL CORRECTION OFFICERS

January 1, 2020 through December 31, 2022

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AGREEMENT

THIS AGREEMENT shall be effective as of the date of ratification by the Union and the Employer, except as otherwise stated herein, and it is by and between the NEWAYGO COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "BOARD" and the SHERIFF OF NEWAYGO COUNTY, hereinafter referred to as the "SHERIFF", and sometimes hereinafter jointly referred to as "EMPLOYER", and FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as the "UNION".

The Employer and Union agree not to discriminate based upon race, creed, color, national origin, age, sex and marital status as required by law.

ARTICLE 1 EMPLOYER RIGHTS

- 1.1:
- A. 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.
 - B. Overtime. The Sheriff has the right to schedule overtime work as required in a manner most advantageous to the department.
 - C. Work Schedule. The Sheriff shall have the right to determine reasonable schedules of working hours and days and to establish the methods and processes by which such work is performed.
 - D. Discipline and Discharge. The Sheriff reserves the right to discipline and discharge.
 - E. 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.

- F. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.
- G. Direction of Work Force. The Sheriff reserves the right to direct the work force and assign duties and responsibilities.
- H. Physical Examination. The Employer reserves the right to require an employee at the Employers expense, if not covered by county insurance, to take a physical examination (1), if said employee is having difficulty in performing their duties based upon health related reasons, or (2) on return from leave of absence. The physical examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, they may submit a report from a doctor of their own choosing at their expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said physical examination, the Employer will take appropriate action.

1.2: The Employer shall have, within their discretion, the right to make, amend, supplement or delete reasonable rules and regulations. However, the President shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the reasonableness of the rule or rule change, the President may request a special conference between the Union, Sheriff or their representative and the Chairperson of the Board of Commissioners to discuss the rule. In no case will the rule change or new rule become subject to the grievance procedure.

ARTICLE 2
RECOGNITION: NO STRIKES
PAST PRACTICE WAIVER

2.1: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of

pay, wages, hours of employment and other conditions of employment for all employees employed by the Newaygo County Sheriff's Office in the following described unit:

All correction officers, EXCLUDING all road patrol deputies, supervisors, undersheriff and sheriff.

2.2: No Strike. The Employer will not aid, promote or finance any labor group or organization which purports to engage in a collective bargaining, or make any agreement with any other such group or organization for the purpose of undermining the Union.

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

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

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

2.4: Waiver. 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 3
REPRESENTATION

3.1: Bargaining Committee.

- A. The Bargaining Committee will include not more than three (3) employees, one of whom shall be the President of the local Association. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.
- B. No more than two employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.
- C. No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

3.2: President and Stewards. The Employer recognizes the right of the Union to designate a President and elect no more than three (3) Stewards from the seniority list. The Stewards only have authority to act in the absence of the designated President and there shall only be one Steward designated per shift.

The authority of the President and Stewards 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.

3.3: The President or Stewards, during their working hours, without loss of pay or time, may investigate and present grievances to the Employer without leaving the job post, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall the President or Steward leave their work for such purpose without first obtaining permission from their supervisor. The supervisor may require the President or Steward to present such grievance or grievances during other than working hours in the event that the supervisor believes that

the workforce cannot be adequately covered during the time that the President or Steward desires to investigate and present grievances.

3.4: The Union shall be permitted to schedule meetings on the Employer's property so long as such meetings are not disruptive of the duties of employees of the building or the efficient operation of the Department, and provided further, that prior approval of such meetings is received from the Employer.

3.5 Union Leave. The union President and Stewards may be granted a leave of absence and must use any accrued time off to attend FOPLC/Association functions or seminars provided, however, that reasonable advance notice is given and such leave does not interfere with the personnel requirements of the department. Seniority and all fringe benefits shall continue during such leave.

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

ARTICLE 4 UNION SECURITY

4.1: The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues or representation fee, subject to all of the following conditions:

- A. The Union must obtain voluntarily 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 may voluntarily 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. The Employer is not responsible for refund to the employee if they have duplicated a check-off deduction by direct payment to the Union.
- E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within three (3) calendar weeks after a remittance is transmitted, of its 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 voluntarily deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation. New Check-Off Authorization Forms shall be submitted to the Employer in the event that an increase in the Union dues or representation fee is made.
- G. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation 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 5 SPECIAL CONFERENCES

5.1: Special Conference Procedure. The Employer and the Union agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings

shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

Meetings and conferences pursuant to this Section shall be held at a time and place mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons.

5.2: The Union may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half (1/2) hour immediately preceding a conference for which a written request has been made.

ARTICLE 6 DISCHARGE AND DISCIPLINE

6.1: Discharge Notice. The Employer agrees, upon the discharge or written discipline of a non-probationary employee, to notify the employee and their President of the discharge or written discipline. Said written notice shall contain the reasons for the action taken. Should the disciplined non-probationary employee consider the discharge or written discipline to be improper, it shall be submitted to the grievance procedure. However, notwithstanding the above, nothing shall preclude the Employer from orally reprimanding an employee, which verbal reprimand may be used by the Employer in subsequent disciplinary actions.

6.2: Prior Discipline. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than thirty-six (36) months previously.

6.3: For all non-probationary employees, discipline shall be for just cause.

ARTICLE 7 GRIEVANCE PROCEDURE

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

7.2: Time Limitation. The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure. The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

7.3: Procedure for Grievances.

- A. Grievances shall be processed in the following manner within the stated time limits.
- B. The Union shall present the grievance in writing to the Sheriff or their designated representative and the County Administrator within ten (10) days after the occurrence of the circumstances giving rise to the grievance, or ten (10) days from the date when the employee should reasonably have known of the occurrence.
- C. The Sheriff and the County Administrator or their representatives shall have ten (10) days to answer.
- D. If the Union is not satisfied with the answer of the Sheriff, it may appeal to the County Administrator within ten (10) days of receipt of the Sheriff's answer. Said appeal shall be filed in writing and a copy also filed with the Sheriff. A meeting shall then be held within fifteen (15) days of said appeal between the County Administrator, the Sheriff, the employee, and a representative of the Union. The Employer and the Union may have outside representatives present if desired. Such outside representation shall be limited to the Fraternal Order of Police Labor Council attorney and/or Business Agent, and the County attorney and two (2) Commissioners. The County Administrator shall then answer the grievance in writing within ten (10) days of the appeal meeting.
- E. If the Union is not satisfied with the answer of the County Administrator, it may appeal the grievance to arbitration by notifying the Sheriff and County Administrator of their desire to arbitrate within fifteen (15) days of receipt of the answer of the County Administrator. If the parties cannot agree upon an arbitrator they shall select one through the Michigan Employment Relations Commission (MERC).

The parties shall use the same selection procedure specified in Section 4. Arbitration. The decision of the arbitrator shall be final and binding upon all parties.

- F. The fees and expenses of the Arbitrator and MERC shall be shared equally by the Employer and the Union.
- G. The County Administrator does not have the authority to alter the decision of the Sheriff on a disciplinary matter. If there is disagreement between the Sheriff and County Administrator on an answer to a grievance on an employee disciplinary matter, the answer of the Sheriff shall prevail. The decision of the Sheriff may be appealed by the Union to arbitration as provided hereunder.
- H. Any of the time limits set forth in the Procedure for Grievances Section may be shortened or extended by mutual written agreement of the parties.

7.4: Arbitration.

- A. In accordance with the procedures of MERC, the Union may file a demand for arbitration on all grievances specified above within fifteen (15) days after receiving the Employer's answer, not including the date of the receipt of the answer as specified in Section 3 (E) above.
- B. Within fifteen (15) days after receipt of the list of arbitrators, the moving party shall proceed to strike two (2) names from the list and the other party shall strike two (2) names until only one such name remains and that person whose name remains shall become the impartial arbitrator to be used in hearing the dispute.
- C. The impartial arbitrator thus selected shall be contacted directly by the parties and shall be requested to proceed as expeditiously as possible in hearing the case, following which they shall thereafter render their decision, in writing, within thirty (30) days from the close of the hearing. Any time prior to the arbitration date, the Employer and the Union may meet to see if a resolution may be found in lieu of arbitration. If a resolution is obtained, both the Employer and the Union shall agree to split the cost of the arbitration cancelation fee.

- D. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement in any respect. By accepting a case from the parties, the arbitrator acknowledges their limitations of authority, and agrees not to decide an issue which is outside of their jurisdiction under this Agreement.
- E. The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction, or that such decision was obtained through fraud or other unlawful action.
- F. Either party may, at its own expense, employ the services of a certified court reporter for the purposes of preserving the proceedings at the hearing.
- G. The Employer shall, upon request, make employees who are on duty available as witnesses. The President or their designated representative may attend all arbitration hearings and shall be paid at their regular rate by the Employer if they are scheduled to work.

7.5: Election of Remedy. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. The above does not apply if there are two (2) separate issues arising from the same incident. Employees still must adhere to the contract grievance procedure time limits.

ARTICLE 8
SPECIAL PROGRAMS

8.1: If an employee desires to improve themselves through education on a job related matter such as adult evening classes, local schools or colleges, they may be given a work schedule enabling them to attend such schools, provided the work schedule does not interfere with the department work routine and is approved by the Sheriff and all employees whose own schedules will be affected thereby. The Sheriff's decision shall not be grievable.

Any officer who is required to attend any institute, conference or other education program by the Sheriff shall be provided traveling expenses, including regular wages, to attend such institute with the prior approval of the Sheriff. Payment will be made for the time spent in classes up to a maximum of eight (8) hours per day and the same shall be counted as time worked.

ARTICLE 9
HOLIDAYS

9.1: All full-time employees covered by this Agreement who qualify shall receive eight (8) hours holiday pay at their straight time hourly rate for each of the holidays designated in Section 2. Part time employees who work a holiday shall receive time and one half for all hours worked.

9.2: The recognized holidays are:

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

9.3: Worked Holidays. Employees who work on any of the holidays provided in Section 2 shall receive the holiday pay provided in Section 1 plus time and one-half for all hours worked on the holiday (Example: Employee works nine (9) hours on a holiday. They will receive time and one half for the nine (9) hours plus eight (8) hours of holiday pay as provided in Section 1 (Holiday Pay) for a total of twenty-one and a half (21.5) hours of pay.)

If an employee works on any holiday listed in Section 2, then such employee shall submit a voucher and shall receive their holiday pay on their next paycheck.

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

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

9.5: If a holiday falls during an employee's scheduled vacation or PTO day, the employee shall be compensated for that day as a holiday and not required to utilize a vacation or PTO time.

ARTICLE 10 PERSONAL LEAVE

10.1: Paid Time Off. Eligible full-time employees will receive paid time off (PTO) each benefit year. In reference to PTO, "benefit year" means the first day of the pay period of the first pay date through the last day of the pay period of the last pay date occurring within the calendar year. PTO satisfies the requirements under the Michigan Paid Medical Leave Act (MPMLA).

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

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

Example: The last pay date in the 2020 benefit year is December 31, 2020, which is for the period of December 13 – December 26, 2020.

Employees must have 24 PTO hours or less by the end of the day on December 26 or hours in excess will be lost.

- E. Employees with more than one (1) year of full-time service and who comply with Article 23.8 shall be paid for any PTO, pro-rated based on pay dates worked in the same benefit year, upon separation of employment.
- F. PTO is not earned after the first thirty (30) days of disability.

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

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

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

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

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

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

- For medical care or psychological or other counseling.
- To receive services from a victim services organization.
- To relocate.

- To obtain legal services.
- To participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

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

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

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

Employees taking PTO under MPMLA on their last scheduled day of work before a holiday or vacation, and/or their first scheduled day after a holiday or vacation, may be required to submit a statement from a physician verifying the reason at the employee's expense unless covered by insurance. It shall be the employee's responsibility to check with their immediate supervisor when calling in to determine if the statement is necessary.

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

In the event of a dispute involving an employee's physical or mental ability to perform their job or to return to work after a leave of absence of any kind or if the Employer believes the employee is abusing PTO under MPMLA, the Employer may require a report from a medical doctor of the Employer's choosing at the employee's expense if not covered by the employee's insurance.

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

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

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

- A. Existing, eligible part-time employees shall receive forty (40) PML hours per benefit year which will appear on the first pay date of each year.
- B. Determination of eligibility for PML will be made on the first pay date of each benefit year by evaluating hours worked in the previous benefit year. Those who have worked an average of twenty-five (25) hours or more per week will be eligible for PML beginning the first pay date of the current benefit year.
- C. Newly hired, eligible employees will receive a pro-rated bank of PML hours based on the remaining pay dates in the current benefit year which will be available for use after the first ninety (90) calendar days of employment.
- D. PML is calculated based on pay dates in the benefit year.
- E. PML not used by the last day of the benefit year will be considered lost time.

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

- F. Upon separation of employment, no payout of PML is allowed.
- G. PML will not be granted for absences due to weather conditions or transportation problems.

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

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

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

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

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

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

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

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

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

In the event of a dispute involving an employee's physical or mental ability to perform their job or to return to work after a leave of absence of any kind or if the Employer believes the employee is abusing time off under MPMLA, the Employer may require a report from a medical doctor of the Employer's choosing at the employee's expense if not covered by the employee's insurance.

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

10.3: Workers' Compensation. In case of work incapacitating injury or illness for which the employee is receiving benefits under the Michigan Worker's Compensation Law, such employee shall be allowed salary payment which, with their total Worker's Compensation disability benefits, equals their regular net salary or wage for a period not to exceed six (6) months with right to apply for an extension. Requests for extensions must go through the Board of Commissioners approval process. Employees shall promptly report work incapacitating injury or illness under this Section. The Employer payment noted above shall be by supplemental check to the employee. An employee on a workers' compensation leave shall not have their fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time include, but are not limited to, vacation, PTO, health insurance except as noted below, holidays, bereavement, longevity and retirement (DC). Employees wishing to continue health insurances during a disability leave may do so by paying the premiums to the Employer in advance. In the event a regular employee is off work and is being compensated under the Workers Compensation Law for a work related injury or illness, the Employer will continue, for eligible employees, for a maximum of six (6) months from the date of the injury, to pay the premiums on health insurance, where applicable, with the right to apply for an extension. Requests for extensions must go through the Board of Commissioners approval process. Thereafter, the employee may make arrangements to pay the premiums to continue insurance, provided that the insurance carrier permits the same.

10.4: Maternity Leave. Maternity leave shall be treated like any other illness under this Agreement.

10.5: Short/Long-Term Disability. After completion of the probationary period and after completion of a seven (7) calendar day elimination period or forty (40) scheduled work hours, whichever occurs first, the Employer shall provide short-term disability (STD) which will last for sixty (60) days. The Employer shall provide long term disability (LTD) coverage which will start on the 61st day of injury/illness for a maximum of ten (10) years to age sixty-five (65) as listed in the LTD Schedule. Both STD and

LTD will be at 65% of regular salary. Time spent on STD and LTD shall be counted toward FMLA leave. In accordance with the Family and Medical Leave Act, health and other insurances shall be continued by the Employer for twelve (12) weeks when an employee is on disability, after which time the employee may continue such coverage for up to two (2) years by paying the premium to the County. PTO and vacation shall not accrue after an employee is off for thirty (30) days on disability and no holiday pay shall be provided even for the first thirty (30) days. No other benefits shall continue or accrue after STD ends. To obtain disability, the employee must adhere to Employer-adopted policies on verification, including medical examinations and/or any insurance company requirements and meet eligibility requirements. At the end of two (2) years of such health insurance coverage, then the employee may apply for extension of health coverage through COBRA.

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

ARTICLE 11 FUNERAL LEAVE

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

- A. Upon the death of a current legal; spouse, child or step child an employee shall receive five (5) working days off immediately following the time of death with pay and not to be deducted from accrued time off.
- B. Upon the death of an employee's current legal; father, mother, sister, brother, father-in-law, mother-in-law, grandparent, spouse's grandparents, grandchildren, spouse's grandchildren, step parent, or spouse's step parent, they shall be granted a leave of absence to attend the funeral, with pay, for any scheduled work days falling within the period between the time of death and the day of the funeral, not to exceed three (3) days and not to be deducted from accrued time off.
- C. Upon the death of an employee's brother-in-law or sister-in-law, he/she shall be granted a leave of absence to attend the funeral, with pay, for any scheduled work days falling within the period between the time of the death and the day of the funeral, not to exceed two (2) days and not to be deducted from accrued time off.

11.2: The Employer is to be notified immediately of a death in the family and extent of the expected absence. The Employer may require proof.

11.3: The Employer may, within their discretion, grant special funeral leave to be deducted from accrued time off.

ARTICLE 12 SENIORITY

12.1: Definition.

- A. Seniority. Seniority shall be defined as the length of an employee's continuous full time service with the Newaygo County Sheriffs Office as a corrections officer, corrections corporal, or corrections sergeant since the employee's initial date of hire as a corrections officer, corrections corporal, or corrections sergeant excluding leaves of absence of more than thirty (30) consecutive days.
- B. Seniority shall be frozen for any employee that transfers out of this bargaining unit into the Sheriff's Administration.

12.2: Seniority List. The seniority list shall contain the names of all seniority employees and their length of service. The Employer will maintain the seniority list current and will provide the Union, upon request, with updated copies as changes occur.

12.3: Super Seniority. Notwithstanding their position on the seniority list, the President of the bargaining unit, for the period for which they hold such office, shall be the last bargaining unit employee laid off, provided they are able to perform the required work as determined by the Sheriff. The Union agrees that this Section shall not be abused to avert potential layoff.

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

- A. They resign or quit.
- B. They are discharged or terminated and not reinstated through the grievance procedure as provided herein.
- C. They retire.
- D. They are convicted or pleads guilty or nolo contendere to a felony; or a high court misdemeanor. Nothing shall preclude the Employer from

taking appropriate action if an employee is convicted, pleads guilty or nolo contendere for any other misdemeanor. The Employer's decision shall not be grievable.

- E. They have been laid off for a period of time equal to their seniority at the time of their layoff or two (2) years, whichever is lesser.
- F. Unexcused absence for two (2) or more consecutive regularly scheduled work days, except when the failure to notify the Employer is due to circumstances beyond the control of the employee.
- G. Unexcused failure to return from a leave of absence on the specified date for return.
- H. Falsifies their employment application or other Employer documents/records.

12.5: Part Time Employee's Seniority and Benefits. Employees regularly scheduled to work twenty (20) hours per week but less than twenty-six (26) hours per week shall be considered half time (1/2) employees; those regularly scheduled to work more than twenty-six (26) hours per week but less than thirty-six (36) hours per week shall be considered three quarter time (3/4) employees and those regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week shall be considered full time employees.

Part time employees shall earn seniority based upon actual hours worked. Salary increases shall be based upon actual hours worked. Part time employees shall advance to the next yearly step after Employer-compensated work of 2,080 hours. For a part time employee to move from the 4 year step to the 6 year step, they must have been compensated for work by the Employer for 4,160 hours.

12.6: Probationary Period. All employees shall be considered probationary employees until the employee has completed 2080 hours of work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason by the Employer. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of their last date of hire; provided, however, that if an employee is absent from work, their probationary period shall be extended by a period equal to the duration of such absence.

12.7: For employees hired on the same day, their seniority shall be determined by a one time blind draw conducted by the Sheriff or their designee with the Union President present.

ARTICLE 13
VACATIONS

13.1: Full-time employees shall be entitled to paid vacations as hereinafter set forth:

Vacation-Schedule

Years of Service	Hours/Year	Hours/Month
Upon hire	40	0.00
1 year but less than 2 years	40	3.33
2 years but less than 5 years	80	6.66
5 years but less than 9 years	120	10.00
9 years but less than 14 years	160	13.33
14 years but less than 20 years	200	16.66
20 years or more	240	20.00

Vacation time shall be earned on a monthly pro rata basis for Employer compensated hours.

Annually, earned vacation time must not exceed the maximum hours listed above on the employee's anniversary date.

- Less than 11 years of service: Time exceeding the maximum hours listed above on the employee's anniversary date will be considered lost time. For example: An employee's earned vacation time is 160 hours. The employee has a balance remaining of 180 hours on their anniversary date. The employee will lose 20 hours of vacation on their anniversary date.
- 11 – 14 years of service: Time exceeding the maximum hours listed above will be paid to the employee up to a maximum of 40 hours. Any remaining hours will be lost.
- 15+ years of service: Time exceeding the maximum hours listed above will be paid to the employee up to a maximum of 80 hours. Any remaining hours will be lost.

13.2: Employees may elect to contribute part or all of the payment mentioned above to any retirement program the County offers, up to the legal maximum limits.

Employees should refer to the Administration Office at least two (2) pay periods prior to complete any necessary paperwork.

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

If a holiday falls during an employee's scheduled vacation, the employee shall be allowed one (1) more vacation day and be paid in accordance with the holiday pay provision.

13.4: Vacation Request. Employees must submit their vacation time request by January 15 of the current year if it is to be granted according to seniority. After this date, the request will be granted as per first request received. All requests must be dated as of the date it is submitted. Employees will be notified within ten (10) days after requesting their vacation if it is approved or not. Employees submitting their requests before January 15 for later in the year will have to wait until January 15 for an answer due to the seniority status in effect until that time. After January 15 when an employee requests vacation time they will be notified within ten (10) days after requesting their vacation if it is approved or not.

13.5: Employees must take vacation time during the year succeeding the year in which such vacation has accrued. Vacation time not taken shall not accumulate and the employee shall not be paid for such days.

13.6: Separation from Employment. Any employee eligible for use of annual earned vacation leave who has one (1) year or more of full-time service and who complies with Article 23.8 shall be compensated for all unused earned annual vacation leave days at the time of separation or as soon thereafter as may be practical in accordance with the established County payroll procedure.

ARTICLE 14 PASS DAYS

14.1: Definitions. Because officers are required to work regardless of calendar days, i.e., Saturdays and Sundays, the Employer grants days off in lieu thereof and refers to these days as "pass days".

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

14.3: Employees covered hereby may change the pass day after the scheduling has been posted if they received the permission of the Sheriff or their representative.

14.4: Emergencies. Pass days herein provided for may be postponed for emergency or manpower shortages by the Sheriff. Pass days so postponed may be taken at a later date or be paid at the rate of time and one-half (1 ½) for each hour worked, as determined by the Sheriff after consultation with the employee. For the purpose of this Section, the Sheriff shall determine the existence of an emergency or manpower shortage.

ARTICLE 15
PENSION PLAN

15.1: Effective December 31, 2002, the Employer shall continue to provide the fully paid, non-employee contributory pension plan B-3, with Section F-55-25 waiver, with the Municipal Employees' Retirement System of Michigan (MERS). Effective January 1, 2006, the Employer shall provide a fully-paid, non-employee contributory pension plan B-4. Effective the first pay in December 2014, and from thereafter, Defined Benefit employees will contribute 4.5% of their gross pay towards their retirement plan.

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

15.3: Defined Contribution. (For employees hired on or after September 1, 2002, and those hired before September 1, 2002 electing to roll over into the defined contribution plan).

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

15.4: Retirement shall be defined as the separation of service with 25 years of

service and 55 years of age, or at age 60 with a minimum of 10 years of service and be eligible to immediately receive MERS benefits.

ARTICLE 16
INSURANCE

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

16.2: Life Insurance. The Employer shall provide to each full time non-probationary employee \$50,000 of life insurance for the employee.

16.3: Dental and Optical Insurance. Employees shall receive the same dental and optical insurance coverage as the County Administrator and under the same terms and conditions, which may change from time to time.

16.4: Retirees' Insurance. The Employer shall provide single subscriber health insurance for future retirees (after January 1, 1991) who meet the following requirements:

- A. Have ten (10) years of accumulated full-time service with Newaygo County government or ten (10) years of accumulated full-time service with a Newaygo County agency, or ten (10) full-time years or more combination thereof,
- B. The maximum payment for which the Employer may be liable is One Hundred Dollars (\$100) per month for premium costs;
- C. Are fifty-five (55) years of age or older, to age sixty-five (65) only;
- D. Are retired from Newaygo County governmental service; and
- E. In the event that the retiree has coverage available through their spouse, another Employer or elsewhere, the Employer shall not be obligated to provide coverage while the other coverage is available.

16.5: Employees hired as full-time on or after 01/01/14 shall not be eligible for retiree health insurance benefits and will not have access to purchase the County's insurance upon retirement. Note: Part-time employees hired before 02/01/13 that become full-time shall still be eligible for the Retiree Health Care benefit listed in Section 16.5 subject to the same requirements and conditions.

16.6: Wellness Program. Employees may participate in a Wellness Program paid for by the County during non-working hours. If an employee does not participate by taking a health assessment and attending an eight week annual program, they shall be required to pay ten percent (10%) of their health insurance premium cost on a monthly prorated basis. However, no specific results are required. 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 program. This program shall start and stop at any time at the Employer's discretion.

ARTICLE 17 LAYOFF AND RECALL

17.1: In the event that a reduction in personnel is determined by the Board of Commissioners, layoffs shall be by classification. In the event of a layoff, the employee with the lowest seniority in the classification affected by the layoff shall be the first employee laid off. Employees shall be notified of their layoff at least ten (10) calendar days in advance.

The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position. Notification of recall may be made by telephone and shall be followed by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit. The employee desiring to return to work must report to work within ten (10) days of the receipt of the notice of recall.

17.2: Benefit Continuation. Employees who are laid off shall have their health insurance continued by the Employer for a period of thirty (30) days after the employee has been laid off, provided this is permissible under the Employer's insurance policy.

ARTICLE 18 UNIFORMS AND CLOTHING

18.1: Issuance. The following items of clothing and equipment shall be issued to all full time employees in the bargaining unit at the Employer's expense and replaced when needed.

- 4 shirts, long or short sleeve
- 4 pants
- 1 belt
- 1 spring jacket
- 1 winter coat

1 pair winter boots

18.2: Dry Cleaning. Maintain current practice as of 1-1-94.

18.3: All employees on duty shall be in regulation Newaygo County uniform.

18.4: Replacement Items. Watches and articles of medical necessity and/or medically prescribed items damaged or destroyed during a physical altercation when an employee is acting in the line of duty or in the performance of duty not caused by the employee's negligence, shall be repaired or replaced at the expense of the Employer. Employer's cost for watch replacement and/or repair shall not exceed \$30.00 (thirty dollars). Employees must be able to support the value of the property requesting replacement and a copy of the receipt of purchase must accompany the request for compensatory replacement. The Employer will not compensate for damaged jewelry, cell phones, or other non-medically prescribed items damaged while on duty.

ARTICLE 19 LONGEVITY PAY

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

Service

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

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

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

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

ARTICLE 20
WAGES

20.1: Corrections Officers shall be compensated as noted below:

<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>6 Year</u>
14.57	16.39	18.52	20.51	21.73	22.14

2020: Employees shall receive a 2% increase the first full pay in October of each year or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees, whichever is greater.

2021: Employees shall receive a 2% increase the first full pay in October of each year or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees, whichever is greater.

2022: Employees shall receive a 2% increase the first full pay in October of each year or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees, whichever is greater.

20.2: Credit for Time Served in Correction Enforcement. A credit on the salary schedule for one-half (1/2) year for every year served to a maximum of six (6) years (maximum 3 years credit) may be given for new hires for prior satisfactory correction officer experience in the discretion of the Newaygo County Board of Commissioners or its designated representative.

20.3: Part-Time Wages. Effective September 1, 2002 the Employer may hire part-time corrections officers starting up to the 2 year pay step. These part-time positions hired after September 1, 2002 shall be without any benefits.

ARTICLE 21
HOURS AND RATES OF PAY

21.1: Hours. Employees may be required to work overtime. The normal work day will be six (6) twelve (12) hour days, and one (1) eight (8) hour day per pay period. First shift is 6:30 a.m. to 6:30 p.m. and second shift is 6:30 p.m. to 6:30 a.m.

21.2: Exceptions. The Sheriff reserves the right to change starting and quitting times. The union reserves the right to return to an eight (8) hour shift upon 14 calendar days written notice to the employer. The Sheriff reserves the right to return to an eight (8) hour shift upon 14 calendar day's written notice to the union.

21.3: Work Week. For the purpose of pay, the work week shall commence at 12:01 a.m. on Sunday and continue until 12:00 midnight the following Saturday.

21.4: Schedule. A shift schedule shall be posted once every calendar month to determine the normal work days and hours including all scheduled days off for every member of the bargaining unit.

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

- A. Overtime shall be paid for all hours in excess of 80 hours in any scheduled pay period.
- B. For purpose of computing overtime hours, time spent on Employer paid leave for holidays, vacation and PTO shall have that time counted as time worked. However, employees on unpaid leave shall not have the time counted as time worked for overtime purposes.
- C. An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.
- D. Employees of the bargaining unit who receive a four (4) day weekend, cause a doubling back at shift changes. When this does occur, overtime compensation will not be paid for employees who are affected thereby.
- E. All overtime must be authorized by the Sheriff or their designee in advance of being worked.

21.6: Compensatory Time. At the request of any employee eligible for overtime, compensatory time may be taken in lieu of cash payment at the rate of time and one-half (1 ½) hours for each hour of overtime worked, if approved by the Employer. The maximum compensatory time allowed shall be twenty-four (24) hours annually per contract year. Compensatory time can be used at a mutually agreed upon time, during the calendar year or three (3) months following the calendar year the time was worked. If notice of desire to take compensatory time is not noted on the employees voucher at the time the hours are worked they will be paid for the time worked on the following pay period. In the event that such time off is not taken within the limiting time by the employee, they shall be given cash payment at the rate based on their salary at the time the hours were worked.

21.7: Breaks and Meal Periods. Break time during each eight (8) hour shift shall be in two (2) fifteen (15) minute intervals and one (1) thirty (30) minute break. One (1) fifteen (15) minute break shall be taken in the first half of the employees shift and the other fifteen (15) minute break in the employee's second half of their shift. Breaks shall be scheduled or approved by the employee's supervisor. Work breaks not taken shall not accumulate.

21.8: Court Time. Employees summoned or directed into court, including Probate Court or official hearing, on matters pertaining to their employment, during off-duty hours, shall be compensated at the rate of time and one-half (1 ½) with a minimum rate of two (2) hours.

21.9: Shift Differential. In addition to their base rate of pay, those employees assigned to a shift that begins anywhere between 6:30 pm and 1:00 am will receive an additional .75 cents per hour.

21.10: Field Training Officer (FTO) Pay. Field training officers will receive an additional \$1.00 per hour while conducting any assigned training. Training time includes all work hours assigned to the oversight of a trainee as designated by the FTO's supervisor.

21.11: Divers. Diving pay for practice or training shall be at straight time rates while on duty; time and one-half while off duty. At least four (4) practice dives shall be scheduled annually, but the Sheriff may schedule more than four (4) annual dives. In order for the dive members to be eligible to dive, they must participate in at least fifty percent (50%) of the scheduled annual practice dives, which may exceed four (4) practice dives. Officers who are paged or called for a diving emergency purpose and are suited for diving, will receive two (2) times their normal pay.

21.12: In the event that the Newaygo County Campus is closed due to snow, as determined by the County Administrator, employees who worked their entire scheduled shift will receive an additional four (4) hours of regular pay.

ARTICLE 22 MILITARY LEAVE

22.1: The Employer shall pay the difference between an employee's reserve training or National Guard duty pay and their normal straight time salary for a maximum of ten (10) days per calendar year for those employees required to attend reserve or guard duty training. The employee shall provide at least two (2) weeks prior notice of such required training to the Employer.

ARTICLE 23
MISCELLANEOUS

23.1: 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.

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

23.3: Safety. No employee shall be required to use unsafe equipment. When an employee finds equipment furnished by the Employer unsafe, the employee shall be required to immediately report the condition to their immediate superior.

23.4: Union Bulletin Boards. The Employer agrees to furnish the Union adequate bulletin board space to be used solely for notices and bulletins pertaining to the following: union meetings, union elections, union reports and reports or policies, and recreational or social events.

Notices and announcements shall not contain anything of political or partisan nature nor contain anything of a derogatory nature.

23.5: New Classifications. The Employer 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 cannot reach an agreement, the Employer may implement its last best offer. Any disagreement by the Union shall not be subject to the grievance procedure.

23.6: Lockers. A full length locker shall be designated for each employee.

23.7: Jury Duty. Full-time employees required to serve on jury duty shall be compensated for their regularly scheduled hours while on jury duty at their regular straight time rate provided the employee:

- A. Turns over to the County their compensation received for jury duty,
- B. Notifies their Supervisor as soon as possible after they receive notice of jury duty,
- C. Furnishes satisfactory evidence that they reported for or performed jury duty on the day(s) for which they claim such payment.
- D. Comes to work before jury duty if there is time in their regular work schedule, and
- E. Returns to work after being excused from jury duty if there is time left in their normal work schedule.
- F. All benefits shall not continue when the employee is on jury duty for thirty (30) consecutive days.

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

ARTICLE 24 CORRECTION OFFICER CERTIFICATION

24.1: In the event state law requires corrections officers to be certified, the Employer shall afford the opportunity to each regular full time correction officer to attend school to become certified. If any employee fails to obtain that required certification, their employment shall automatically terminate. Also, failure to pass the school courses required for certification, shall result in automatic termination of employment.

ARTICLE 25
FAMILY AND MEDICAL LEAVE ACT

25.1: 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 26
DURATION

26.1: This Agreement shall be in full force and effect upon ratification by the parties. Not earlier than twelve (12) months prior to the expiration of the contract on December 31, 2022, either party may request that the other commence negotiations for a new or modified agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

Date: Dec, 23, 2019

FRATERNAL ORDER OF POLICE LABOR
COUNCIL



David Cook, President

Date: Dec 19, 2019


Joseph Dubay, Business Agent

Date: Dec. 16, 2019

NEWAYGO COUNTY


Bryan Kolk, Chairperson

Date: Dec 26, 2019


Christopher D. Wren, County Administrator

Date: Dec. 16, 2019


Robert Mendham, Sheriff

Motion #19-447 (11/27/19)