

**AGREEMENT**

**between**

**MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL  
for  
LOCAL CORRECTION OFFICERS**

**and**

**NEWAYGO COUNTY BOARD OF COMMISSIONERS  
and  
NEWAYGO COUNTY SHERIFF**

***Effective January 1, 2026, through December 31, 2028***

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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 Newaygo County Sheriff, 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, or 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 workforce, 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 Employer's 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, AND 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 cancellation 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.

## **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 Holiday Pay**

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 Recognized Holidays**

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

#### **9.3 Worked Holidays**

Employees who work on any of the holidays provided in Section 9.2 shall receive the holiday pay provided in Section 9.1 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 9.1 for a total of twenty-one and a half (21.5) hours of pay.) If an employee works on any holiday listed in Section 9.2, 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 ESTA day, the employee shall be compensated for that day as a holiday and not required to utilize vacation or ESTA time.

## **ARTICLE 10**

### **PERSONAL LEAVES**

#### **10.1 Earned Sick Time (ESTA) for Part-Time and Full-Time Employees**

The purpose of the Earned Act (ESTA) in Michigan is to give employees the right to take time off for personal or family health needs, as well as other purposes defined in the Act.

#### **Benefit Year**

Employees will receive ESTA each benefit year. In reference to ESTA, “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.

#### **10.2 ESTA Usage**

In accordance with Michigan law, ESTA may be granted for the following reasons:

- A. The employee’s or the employee’s family member’s mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee’s or the employee’s family member’s mental or physical illness, injury, or health condition; or preventative medical care for the employee or the employee’s family member.
- B. If the employee or the employee’s family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- C. For meetings at a child’s school or place of care related to the child’s health or disability, or the effects of domestic violence or sexual assault on the child.
- D. For closure of the employee’s place of business by order of a public official due to a public health emergency; for an employee’s need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it is determined by the health authorities having jurisdiction or by a health care provider that the employee’s or employee’s family member’s presence in the community would jeopardize the health of others because of the employee’s or family member’s exposure to a communicable disease, regardless of whether the employee or family member has actually contracted the communicable disease.

#### **10.3 Definitions**

- A. Family member, as defined under the ESTA, includes:
  - Biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or child to whom the employee stands in loco parentis.
  - Biological parent, foster parent, stepparent, adoptive parent or legal guardian of an employee or an employee’s spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
  - Grandparents, grandchildren, biological, foster and adopted siblings, or any other individual related by blood.

- B. Domestic Partner means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships.
- C. Committed Relationship means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

#### **10.4 Notification and Documentation**

##### **Notice When ESTA is Forseeable**

When use of ESTA is foreseeable, an employee must give their immediate supervisor advance notice not to exceed seven (7) days before the date the ESTA is to begin. The Sheriff retains the right to approve and disapprove, in whole or in part, ESTA requests, and may reschedule ESTA dependent upon the department's operational needs.

##### **Notice When ESTA is Not Forseeable**

When use of ESTA is not foreseeable or an emergency exists, the employee shall notify their immediate supervisor as soon as possible or within one (1) hour, whichever is less. Employees are permitted to provide notice after the employee is aware of the need for such use depending on the unique facts and circumstances of the situation so long as such notice is given as soon as practicable.

##### **Supporting Documentation**

For ESTA taken for more than three (3) consecutive days, the Employer may require reasonable documentation that the leave has been used for a permissible purpose under the ESTA. Upon request, the employee must provide this documentation in not more than fifteen (15) days after the Employer's request.

##### **Fit for Duty**

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 where the Employer has reason to believe an employee is abusing approved time off, the employee may be required to submit a Newaygo County Employee Return to Work Status form completed and signed by their doctor indicating they may return to work with or without restrictions or the employee may be required to be evaluated by a medical doctor of the Employer's choosing, at the Employer's expense, to determine if the employee is fit for duty.

#### **10.5 Distribution, Carry-Over, and Payout of ESTA**

##### **Full-Time Employees**

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

- A. Seventy-two (72) ESTA hours per benefit year which will appear on the first pay date of each benefit year.
- B. Newly hired employees will receive a pro-rated bank of ESTA hours based on the remaining pay dates in the current benefit year.

- C. Employees may carry over a maximum of twenty-four (24) hours from one benefit year to the next. Any ESTA that exceeds this amount on the last day of the benefit year will be paid to the employee at the rate of pay the time was earned.
  - The last pay date in the 2026 benefit year is December 23, 2026, which is for the period of December 6 – December 19, 2026. Employees must have 24 ESTA hours or less by the end of the day on December 19 or hours in excess will be paid out on the next pay period.
- D. If any unpaid time is granted after an employee has exhausted their ESTA benefits, it shall be without accumulation of any fringe benefits except as may be required by FMLA for health insurance.
- E. Employees with more than one (1) year of full-time service and who comply with Article 23.8 shall be paid for any ESTA, pro-rated based on pay dates worked in the same benefit year, upon separation of employment.

### **Part-Time Employees**

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

- A. Part-time employees shall earn one (1) hour for every thirty (30) hours worked and are entitled to use no more than seventy-two (72) hours per benefit year. ESTA is earned beginning on their date of hire, but the time will not be available to use until after ninety (90) days of employment.
- B. Employees shall be allowed to carry over up to seventy-two (72) hours from one benefit year to the next. Any ESTA that exceeds this amount on the last day of the benefit year will be lost.

NOTE: It's possible to have an ESTA balance greater than seventy-two (72) hours. However, employees are entitled to use no more than seventy-two (72) hours per benefit year.

- C. Payout of ESTA balances are not permitted for any reason

## **10.6 Workers' Compensation**

Employees shall promptly report work-incapacitating injury or illness under this section. 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. 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, health insurance (except as noted below), holidays, bereavement, longevity, and retirement (DC & RHS).

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 continue insurance through COBRA.

**10.7 Maternity Leave**

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

**10.8 Short & Long Term Disability**

After completion of one (1) year of full-time employment with Newaygo County, and after completion of a seven (7) calendar day elimination period, the Employer shall provide short-term disability (STD), which can last up to ninety (90) days. The Employer shall provide long-term disability (LTD) coverage, which begins on the ninety-first (91) day of injury/illness for a maximum of ten (10) years to age sixty-five (65) as listed in the LTD Schedule. Both STD and LTD will be at 65% of regular salary.

Time spent on STD and LTD shall be counted toward FMLA leave. In accordance with the Family and Medical Leave Act, health and other insurances shall be continued by the Employer for twelve (12) weeks when an employee is on disability, after which time the employee may continue such coverage for up to two (2) years by paying the premium to the County.

Vacation shall not accrue after an employee is off for thirty (30) days on disability. Although holiday pay under sections 9.1 & 9.2 is not afforded while on disability, disability benefits shall still be afforded for all regularly scheduled work days without regard to the holiday schedule. No other benefits shall continue or accrue after STD ends. To obtain STD and LTD, 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, the employee may then apply for extension of health coverage through COBRA.

**10.9** Employees must use accrued ESTA, 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, ESTA and/or compensatory time.

## **ARTICLE 11**

### **BEREAVEMENT**

- 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, not to be deducted from paid time off, for any scheduled work days falling within the period between the time of death and the day after the funeral, as follows:
- A. Five (5) working days upon the death of an employee's current legal: spouse, child, or stepchild.
  - B. Three (3) working days 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.
  - C. Two (2) working days upon the death of an employee's current legal: brother-in-law or sister-in-law.
- 11.2** The Employer is to be notified immediately of a death in the family and the 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 shall be defined as the length of an employee's continuous full-time service with the Newaygo County Sheriff's 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 who 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 a 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 plead 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 workdays, 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**

Part-time employees are regularly scheduled to work less than forty (40) hours per week and are not eligible to receive fringe benefits unless required by law. Part-time employees may be scheduled to work up to and above forty (40) hours per week based on the Employer's staffing needs.

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 pay step after Employer-compensated work of 2,080 hours. For a part-time employee to move from step 3 to the step 4, they must have been compensated for work by the Employer for 4,160 hours.

When promoted to full-time Corrections Officer, a part-time employee will start at the next yearly pay step if they have completed at least 1,040 hours of Employer-compensated work. If Employer-compensated work is less than 1,040 hours at the time of the promotion, the employee will remain at the same yearly pay step and will advance according to the yearly pay schedule.

#### **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 Vacation Schedule**

Full-Time Employees shall be entitled to paid vacations as hereinafter set forth:

| 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 completing 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 Requests**

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 the 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 have received permission from 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**  
**RETIREMENT**

**15.1 Defined Contribution (401a)**

- A. The County participates in a retirement program administered by MissionSquare as provided in Act 427 of the Public Acts of 1984 as amended.

Under this plan, the compensation contribution is as follows: five percent (5%) of compensation contribution by Newaygo County, with an additional four percent (4%) matching amount by the County.

|                                 |    |
|---------------------------------|----|
| County Contribution             | 5% |
| Mandatory Employee Contribution | 4% |
| County Match                    | 4% |

- B. Employees will have a vesting period of four years. Additional information explaining the retirement system is available through the County Administrator's office.
- C. 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 MissionSquare benefits.

**15.2 Retiree Health Savings (RHS)**

- A. Full-time employees will receive an employer contribution of \$50.00 per pay into a Retiree Health Savings (RHS) as their sole retiree health insurance benefit.
- B. Employees hired as full-time on or before 12/31/22 will be vested 100%. Employees hired as full-time on or after 01/01/23 must meet a six-year vesting schedule, based on continuous full-time years of service, in order to become 100% vested in the RHS.
- C. On December 23, 2022, Employee #1074 elected to maintain the retiree health insurance benefit as listed below in Section 15.3 (see employee's personnel file for election form).

**15.3 Retiree's Health Insurance**

The Employer shall provide single subscriber health insurance for Employee #1074 upon meeting the following requirements:

- A. Has 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. Is fifty-five (55) years of age or older, to age sixty-five (65) only;
- D. Is 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.

## **ARTICLE 16**

### **INSURANCE**

#### **16.1 Health Insurance**

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 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.

#### **16.3 Payment in Lieu of Health Insurance**

Employees eligible for payment under this section shall receive the same payment per month as non-union employees and under the same terms and conditions. Employees exercising the above option shall give proper written authorization to the Administration Office. Employees assume all risks if they want to later re-enroll and they must wait for an open enrollment period.

#### **16.4 Life Insurance**

The Employer shall provide to each full-time employee \$50,000 of life insurance for the employee effective on the 31st day after their full-time employment.

#### **16.5 Wellness Program**

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

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**

Clothing and equipment shall be issued to all employees in the bargaining unit at the Employer's expense and replaced when needed. No individual purchases shall be made without prior, specific written authorization of the Sheriff.

**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:

|  |       |
|--|-------|
| After five (5) years of continuous service       | \$250 |
| After eight (8) years of continuous service      | \$350 |
| After eleven (11) years of continuous service    | \$450 |
| After fourteen (14) years of continuous service  | \$550 |
| After seventeen (17) years of continuous service | \$650 |
| After twenty (20) years of continuous service    | \$850 |

**19.2** Said annual payments shall be paid in a lump sum on the employee's anniversary each year.



## ARTICLE 20 WAGES

### 20.1 Correction Officers shall be compensated as noted below:

| CURRENT WAGES      |       |          |          |           |
|--------------------|-------|----------|----------|-----------|
| Pay Steps          | 1     | 2        | 3        | 4         |
|                    | Start | One Year | Two Year | Four Year |
| Correction Officer | 21.26 | 23.55    | 24.94    | 25.41     |

| October 2025       |       |          |          |           |
|--------------------|-------|----------|----------|-----------|
| Pay Steps          | 1     | 2        | 3        | 4         |
|                    | Start | One Year | Two Year | Four Year |
| Correction Officer | 21.69 | 24.02    | 25.44    | 25.92     |

Pay Step increases 1 - 4 are based on position date. Percentage increases above may vary due to rounding (+/-)  
Those at pay step 4 will proceed to pay step 5 (below) at the beginning of the next fiscal year (October 1).  
Thereafter, all future pay step increases will occur on October 1.

| October 2026 2% wage increase or the same annual wage increase, as well as time and manner, as approved by the Board of Commissioners for Unclassified employees, whichever is greater. |       |       |       |       |       |       |       |       |       |        |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Step Increase:  | Start | 10.7% | 5.9%  | 1.8%  | 2.0%  | 1.0%  | 3.0%  | 1.0%  | 0.0%  | 3.0%   |
| Pay Steps   | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10     |
|   | Start | 1 yr  | 2 yrs | 4 yrs | 5 yrs | 6 yrs | 7 yrs | 8 yrs | 9 yrs | 10 yrs |
| Correction Officer  | 22.12 | 24.50 | 25.95 | 26.44 | 26.97 | 27.24 | 28.06 | 28.34 | 28.34 | 29.19  |

Pay Step increases 1 - 4 are based on position date. Percentage increases above may vary due to rounding (+/-)  
After reaching pay step 4, all future pay step increases will occur on October 1.

| October 2027 2% wage increase or the same annual wage increase, as well as time and manner, as approved by the Board of Commissioners for Unclassified employees, whichever is greater. |       |       |       |       |       |       |       |       |       |        |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Step Increase:  | Start | 10.7% | 5.9%  | 1.8%  | 2.0%  | 1.0%  | 3.0%  | 1.0%  | 0.0%  | 3.0%   |
| Pay Steps   | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10     |
|   | Start | 1 yr  | 2 yrs | 4 yrs | 5 yrs | 6 yrs | 7 yrs | 8 yrs | 9 yrs | 10 yrs |
| Correction Officer  | 22.56 | 24.99 | 26.47 | 26.97 | 27.51 | 27.79 | 28.62 | 28.91 | 28.91 | 29.78  |

Pay Step increases 1 - 4 are based on position date. Percentage increases above may vary due to rounding (+/-)  
After reaching pay step 4, all future pay step increases will occur on October 1.

| October 2028 2% wage increase or the same annual wage increase, as well as time and manner, as approved by the Board of Commissioners for Unclassified employees, whichever is greater. |       |       |       |       |       |       |       |       |       |        |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
| Step Increase:  | Start | 10.7% | 5.9%  | 1.8%  | 2.0%  | 1.0%  | 3.0%  | 1.0%  | 0.0%  | 3.0%   |
| Pay Steps   | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10     |
|   | Start | 1 yr  | 2 yrs | 4 yrs | 5 yrs | 6 yrs | 7 yrs | 8 yrs | 9 yrs | 10 yrs |
| Correction Officer  | 23.01 | 25.49 | 27.00 | 27.51 | 28.06 | 28.34 | 29.19 | 29.48 | 29.48 | 30.36  |

Pay Step increases 1 - 4 are based on position date. Percentage increases above may vary due to rounding (+/-)  
After reaching pay step 4, all future pay step increases will occur on October 1.

### 20.2 Position Date

The position date shall be an employee's hire date as a part-time Correction Officer or the employee's most recent full-time date of hire as a Corrections Officer. When transferring from part-time to full-time, the position date will change to reflect the full-time date of hire.

### 20.3 Pay Step Advancement

With approval from the Sheriff, employees shall advance to the next pay step as follows:

- A. A new employee beginning at pay step one:
  - progress to pay step two after one (1) year
  - to pay step three after two (2) years from their position date
  - to pay step four after four (4) years from their position date
  - to pay step five on the following October 1
  - to pay step 6 through 10 on October 1 following each year of respective service

- B. An employee beginning at pay two:
- to pay step three after one (1) year
  - to pay step four after three (3) years from their position date
  - to pay step 5 on the following October 1
  - to pay step 6 through 10 on October 1 following each year of respective service

**20.4 Credit for Time Served**

Upon hire, a credit on the salary schedule for one-half (1/2) year for every year served to a maximum of four (4) years (maximum 2 years credit) may be given for new hires for prior satisfactory experience at the discretion of the Sheriff and upon written approval from the County Administrator.

**20.5 Part-Time Wages**

See Article 12.5 for part-time employee wages. Part-time employees are not entitled to fringe benefits unless required by law.

**ARTICLE 21**  
**HOURS AND RATES OF PAY**

**21.1 Hours**

Employees may be required to work overtime. The normal workday will be seven (7) twelve (12) hour days, 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 workdays 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 ESTA 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 employee's 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 twelve (12) 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 employee's 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 three (3) 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 \$1.00 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

**21.13 Call-In Pay**

Off-Duty employees covered under this Agreement called into work for department meetings or work shall be compensated at the rate of time and one-half (1 ½) with a minimum rate of two (2) hours.

**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 ESTA. 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 ESTA 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 ESTA payouts will be withheld until County property is returned for a maximum of the pay date following 30 calendar days after the employee's last working day.

**ARTICLE 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**

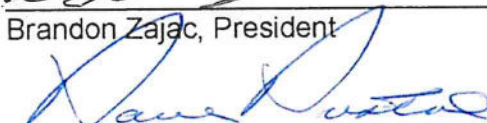
- 26.1 This Agreement shall be effective January 1, 2026, and remain in full force and effect until December 31, 2028. Not earlier than twelve (12) months prior to the expiration of the contract on December 31, 2028, either party may request that the other commence negotiations for a new or modified agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

**FRATERNAL ORDER OF POLICE LABOR COUNCIL**

Date: 10/1/2025, 2025

  
\_\_\_\_\_  
Brandon Zajac, President

Date: 9/29/, 2025

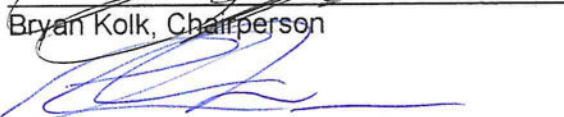
  
\_\_\_\_\_  
Paul Postal, Business Agent

**NEWAYGO COUNTY**

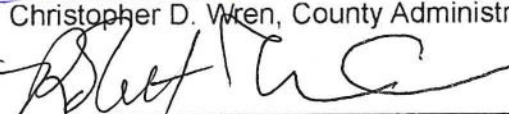
Date: 10/7/25, 2025

  
\_\_\_\_\_  
Bryan Kolk, Chairperson

Date: 10/2/25, 2025

  
\_\_\_\_\_  
Christopher D. Wren, County Administrator

Date: 9-30-2025, 2025

  
\_\_\_\_\_  
Robert Mendham, Sheriff

Motion #25-353 (09/10/25)