

The special meeting of the Mason County Board of Commissioners was held at 7:00 p.m. in the Conference Room located at the Mason County Airport Terminal 5300 W. US 10, Ludington, MI.

The meeting was called to order by Chair Andersen.

Roll call was taken. Present: Krieger, Johnson, Hartley, Squires, Andersen, Bacon
Absent: Hull

Invocation was given by Hartley and the Pledge of Allegiance to the United States of America followed by all.

Motion by Bacon and seconded by Squires to approve the agenda. Motion carried.

Correspondence: None.

Public comment:

Kim Cole, Ludington, Mason County Sheriff, presented his request of a \$1 per hour raise for his Command Staff. He cited his reasons as to why he feels this is a justifiable request and why only his Command Staff is deserving of such a consideration.

Lori Holmes, Ludington, read a statement on behalf of the taxpayers/employees of the Mason County Clerk’s office in appreciation of the 5% raise and asking the Board to deny the request for an additional \$1 per hour raise for a select few employees.

Introduction of Mason County Medical Examiner Dr. Patrick Hansma. Dr. Hansma introduced himself noting that he had been the Deputy Medical Examiner and is excited to transition into his new role as Mason County Medical Examiner. He thanked the Board for the opportunity to serve in this capacity and looks forward to the continued work with Mason County.

Motion by Bacon and seconded by Krieger to approve the following resolution:

HONORABLE COMMISSIONERS

WHEREAS, good budget management practice recommends the amendment of budgets as necessary.

THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Mason approves the attached 2023 General Fund and Special Revenue Fund Type budget amendments as recommended by the Finance, Personnel, & Rules Committee.

		County of Mason				
		2023 Final Budget Amendments				
		General Fund Expenditures				
		Original	Current			Final
<u>Description</u>		<u>Budget</u>	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Budget</u>
Board of Commissioners		148,000	160,000	-	(30,000)	130,000
Michigan Association of Counties		10,875	10,875	-	-	10,875
Juvenile Court		97,850	97,850	5,150	-	103,000
Administrator		373,800	373,800	-	(22,000)	351,800
Tax Allocation Boards		1,400	1,400	-	(225)	1,175
Clerk		696,250	709,250	-	(70,000)	639,250
Audit		28,300	28,300	-	-	28,300
Re monumentation		36,300	39,525	3,175	-	42,700
Photocopier & Facsimile		19,700	19,700	-	(8,000)	11,700
Treasurer's Office		459,625	459,625	-	(5,000)	454,625
Equalization Dept		478,775	478,775	3,000	-	481,775
Election & Canvassers		87,600	87,600	-	(40,000)	47,600
County Maintenance		167,625	167,625	-	(25,000)	142,625
Register of Deeds		335,825	335,825	-	(5,000)	330,825
Courthouse Maintenance		152,300	152,300	5,000	-	157,300
Maintenance - Scottville Office Complex		29,150	29,150	-	(3,500)	25,650
Maintenance - Jail Annex		31,425	31,425	-	(7,000)	24,425
Circuit Court		572,175	583,175	-	(45,000)	538,175
District Court		771,075	771,075	-	15,000)	756,075
Probate Court		695,000	699,300	-	(30,000)	669,300
Prosecutor's office		914,100	914,100	-	(30,000)	884,100
Family Counseling Service		4,000	4,000	-	(2,000)	2,000
Jury Commission		16,200	16,200	-	-	16,200
Courthouse Security		271,600	271,600	-	(23,000)	248,600
Dept. of Corrections		8,025	8,025	-	(2,500)	5,525

December 26, 2023

Emergency Planning		156,050	161,950	-	(45,000)	116,950
Animal Control		227,125	228,300	-	-	228,300
Dept. of Public Works		35,075	35,075	-	(2,500)	32,575
Drain Commissioner		376,175	376,175	-	(10,000)	366,175
Drains at Large		26,400	26,400	-	(22,000)	4,400
Health Department Building		79,600	79,600	-	(6,000)	73,600
Medical Examiner		151,000	156,000	-	(5,000)	151,000
Veteran's Burial		21,100	21,100	-	(8,000)	13,100
Veteran's Affairs Grant		59,500	59,500	-	(2,500)	57,000
Planning Commission & Zoning Dept.		242,600	258,450	-	(45,875)	212,575
County Plat Board		300	300	-	(300)	-
Cooperative Extension		111,000	111,000	-	-	111,000
Regional Planning		7,650	7,650	200	-	7,850
Economic Development		19,950	19,950	-	-	19,950
Parks & Recreation		4,000	4,000	-	(3,075)	925
Fairgrounds - MNDNR Grant		7,000	9,175	-	-	9,175
Contingencies		85,000	38,325	-	(38,325)	-
Mason/Manistee Health Dept		186,519	186,519	-	-	186,519
Mason/Lake Soil Conservation		19,000	19,000	-	-	19,000
Mental Health		139,750	139,750	-	(500)	139,250
Household Hazardous Waste		7,000	7,000	-	-	7,000
211 Program		2,000	2,000	-	-	2,000
911 Center		158,625	158,625	125	-	158,750
Lakeshore Regional Partners		81,200	81,200	33,000	-	114,200

County of Mason						
2023 Final Budget Amendments						
General Fund Expenditures						
		Original	Current			Final
Description		Budget	Budget	Increase	Decrease	Budget
Welfare Child Care		100,000	100,000	-	(100,000)	-
Road Patrol		2,245,600	2,250,075	15,000	-	2,265,075
Friend of the Court		587,000	587,000	-	-	587,000
Junk Ordinance		16,500	16,500	-	(1,300)	15,200
Landfill Post Closure		40,000	40,000	-	-	40,000
Employee Vacation & Sick Pay		50,000	50,000	50,000	-	100,000
Indigent Defense		153,500	153,500	95,000	-	248,500
Jail Operations		2,019,000	2,019,000	-	-	2,019,000
Law Library		10,000	10,000	-	-	10,000
Housing Grant		-	-	5,250,000	-	5,250,000
Social Welfare		15,000	15,000	-	-	15,000
Probate Child Care		301,075	301,075	100,000	-	401,075
Equipment Replacement		271,775	314,350	20,950	-	335,300
Public Improvement		442,956	442,956	460,000	-	902,956
Airport - Improvement		55,000	55,000	-	-	183,000
Land Bank		-	-	100,000	-	100,000
Airport - Operating		166,000	166,000	128,000	-	166,000
Ins. - Liability		45,000	45,000	-	-	45,000
Ins. Worker's Compensation		10,000	10,000	-	-	10,000
Ins. Health & Life		322,000	322,000	-	-	322,000
Total General Fund Budget		\$ 15,461,000	\$ 15,535,000	\$ 6,268,600	\$ (653,600)	\$ 21,150,000
						21,150,000

County of Mason						
2023 Final Budget Amendments						
General Fund Revenues						
		Original	Current			Final
Description		Budget	Budget	Increase	Decrease	Budget
Property Tax Collections		11,592,800	11,592,800	206,200	-	11,799,000
Personal Property Reimbursement		411,000	486,150	512,325	-	998,475
Delinquent Personal Tax		2,300	2,300	-	(325)	1,975
Payment in lieu of tax		127,625	135,525	-	-	135,525

Industrial Facilities Taxes	27,125	27,125	-	(2,350)	24,775
Real Estate Transfer Taxes	120,000	120,000	45,200	-	165,200
Other Taxes & Fees	44,600	45,875	32,900	-	78,775
Zoning Department	14,200	14,200	3,375	-	17,575
Soil Erosion & Sediment	24,000	24,000	-	(2,300)	21,700
Dog & kennel Licenses	46,700	46,725	-	(2,475)	44,250
All other Licenses & Permits	1,150	1,150	-	-	1,150
Other Federal Grants	-	3,400	149,750	-	153,150
Court Equity Fund	119,675	119,675	10,425	-	130,100
Judges Salary Standardization	137,150	137,150	-	-	137,150
Probate Judge Supplement	121,225	121,225	13,925	-	135,150
Veteran's Affairs Service Grant	58,575	58,575	-	(3,225)	55,350
Emergency Preparedness	22,500	22,500	-	(150)	22,350
Fr. of Ct./Incentive Program	30,300	30,300	3,800	-	34,100
C.R.P. Reimbursement	384,300	384,300	-	(26,500)	357,800
Juvenile Court Officer Grant	27,300	27,300	-	-	27,300
Victims Rights	43,175	43,175	-	(825)	42,350
Convention Facility Tax	155,475	155,475	45,900	-	201,375
Township Liquor License	17,325	17,325	1,050	-	18,375
State Survey Remonumentation	36,300	36,300	-	-	36,300
State Revenue Sharing Grant	585,200	585,200	11,075	-	596,275
County Incentive Program	125,775	125,775	-	-	125,775
All Other State Grants	31,675	31,675	1,125	-	32,800
Circuit Court Costs	16,500	16,500	5,300	-	21,800
District Court Costs	52,400	52,400	35,100	-	87,500
Probation Oversight Fees	24,000	24,000	5,750	-	29,750
Civil Fees	40,000	40,000	6,325	-	46,325
Recording Fees	160,000	140,000	-	(8,900)	131,100
Circuit Court Service Fees	13,800	13,800	-	(3,500)	10,300
Probate Court Service Fees	18,000	18,000	-	(2,600)	15,400
Clerk Service Fees	39,000	39,000	12,100	-	51,100
Inter-Departmental Personnel Services	22,000	22,000	-	(2,675)	19,325
Prosecutor	11,525	11,525	-	(6,200)	5,325
Printed & Electronic Copy Sales	14,750	14,750	-	(3,800)	10,950
All other Charges for Services	116,550	119,700	-	(6,700)	113,000
Ordinance Fines & Costs	18,000	18,000	6,450	-	24,450
Bond Forfeitures	6,000	6,000	400	-	6,400
Investment Income	95,000	95,000	146,725	-	241,725
Rents, Leases	34,000	34,000	575	-	34,575
Reimbursements, Refunds	313,400	316,500	82,650	-	399,150
Emergency 911	158,625	158,625	100	-	158,725
Transfers from other funds	-	-	-	-	-
Allocated Fund Balance	-	-	4,349,000	-	4,349,000
Total General Fund Revenue	15,461,000	15,535,000	5,687,525	(72,525)	21,150,000
					21,150,000
			(579,775)	579,775	-

County of Mason 2023 Final Budget Amendments Special Revenue Fund Expenditures							
			Original	Current		Final	
Description			Budget	Budget	Increase	Decrease	Budget
<u>Road Patrol</u>							
Public Safety			2,982,750	3,168,150	-	-	3,168,150
Transfers out - Equipment Replacement			130,125	182,600	155,000	-	337,600
<u>Senior Citizens</u>							
Health & Welfare			625,175	625,175	-	-	625,175
<u>Friend of the Court</u>							
Judicial			589,600	589,600	-	-	589,600
<u>Junk Ordinance</u>							
Public Safety			27,000	27,000	-	(1,375)	25,625
<u>Landfill Perpetual Care</u>							

Perpetual Care Costs		82,525	82,525	26,625	-	109,150
<u>Solid Waste Management</u>						
General government		100	100	-	(100)	-
<u>Vacation & Sick Pay</u>						
Employee Benefits		103,000	103,000	60,900	-	163,900
<u>Spay/Neuter Deposit Forfeiture</u>						
Public Safety		3,000	3,000	-	-	3,000
<u>Economic Development & Brownfield Redev.</u>						
General government		104,400	411,400	33,200	-	444,600
<u>Building Department</u>						
Public Safety		400,000	442,925	70,075	-	513,000
<u>Courthouse Preservation</u>						
Judicial		-	-	-	-	-
<u>Principal Residence Exemption Audit</u>						
General government		3,800	3,800	-	(100)	3,700
<u>Register of Deeds Automation</u>						
General government		23,000	23,000	-	-	23,000
<u>Budget Stabilization</u>						
General government		-	-	-	-	-
<u>Indigent Defense</u>						
Judicial		952,975	952,975	-	-	952,975
<u>Community Corrections</u>						
Judicial		-	-	-	-	-
<u>Concealed Pistol License</u>						
Public Safety		16,000	16,000	-	-	16,000
<u>DARE</u>						
Public Safety		-	-	-	-	-

County of Mason 2023 Final Budget Amendments Special Revenue Fund Expenditures						
		Original	Current			Final
Description		Budget	Budget	Increase	Decrease	Budget
<u>Corrections Officers Training</u>						
Public Safety		9,000	9,000	-	-	9,000
<u>Drug Law Enforcement</u>						
Public Safety		-	-	-	-	-
<u>Jail Operations</u>						
Public Safety		3,361,475	3,445,475	-	(12,075)	3,433,400
Transfers out - Equipment Replacement		34,725	51,725	35,000	-	86,725
Transfers out - Jail Construction		59,125	59,125	-	-	59,125
Transfers out - Workers Compensation		5,400	5,400	-	-	5,400
<u>Law Library</u>						
Judicial		13,500	13,500	-	-	13,500
<u>CDBG Grant</u>						
Health & Welfare		-	72,800	-	(4,500)	68,300
<u>Emergency Management Grant</u>						
Public Safety		16,100	16,100	-	(9,650)	6,450
<u>Justice Training</u>						

Public Safety		3,500	3,500	-	-	3,500
<u>Social Welfare</u>						
Health & Welfare		35,000	35,000	-	(14,875)	20,125
<u>Probate - Child Care</u>						
Health & Welfare		684,525	698,525	60,725	-	759,250
<u>Social Welfare - Child Care</u>						
Health & Welfare		200,000	200,000	-	(101,325)	98,675
<u>Soldiers' & Sailors Relief</u>						
Health & Welfare		7,050	7,050	-	-	7,050
<u>Building Authority - Operations</u>						
General government		40,225	53,225	-	-	53,225
Transfers Out		-	-	-	-	-
		10,513,075	11,301,675	441,525	(144,000)	11,599,200
						11,599,200

County of Mason 2023 Final Budget Amendments Special Revenue Fund Revenues						
Description		Original	Current			Final
		<u>Budget</u>	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Budget</u>
<u>Road Patrol</u>						
Taxes		675,275	682,125	-	(600)	681,525
State Grants		57,900	72,000	30,625	-	102,625
Contributions from local units		71,150	233,825	3,850	-	237,675
Charges for services		6,650	24,650	1,200	-	25,850
Interest		4,600	17,000	18,000	-	35,000
Other revenues		-	3,500	300		3,800
Transfer from other funds		2,245,600	2,250,075	15,000	-	2,265,075
Allocated fund balance		51,700	67,575	86,625	-	154,200
<u>Senior Citizens</u>						
Taxes		698,150	698,150	19,450	-	717,600
Interest		2,800	2,800	19,000	-	21,800
Allocated fund balance		(75,775)	(75,775)	-	(38,450)	(114,225)
<u>Friend of the Court</u>						
Other		2,600	2,600	5,950	-	8,550
Transfer from other funds		587,000	587,000	-	-	587,000
Allocated fund balance		-	-	-	(5,950)	(5,950)
<u>Junk Ordinance Administration</u>						
Other		7,450	7,450	-	(75)	7,375
Transfer from other funds		16,500	16,500	-	(1,300)	15,200
Allocated fund balance		3,050	3,050	-	-	3,050
<u>Landfill Perpetual Care</u>						
Interest		33,525	34,025	21,050	-	55,075
Other		9,000	8,500	5,575	-	14,075
Transfer from other funds		40,000	40,000	-	-	40,000
Allocated fund balance		-	-	-	-	-
<u>Solid Waste Management</u>						
Interest		100	100	-	(100)	-
<u>Vacation & Sick Pay</u>						
Interest		8,000	8,000	10,900	-	18,900
Transfer from other funds		50,000	50,000	50,000	-	100,000
Allocated fund balance		45,000	45,000	-	-	45,000
<u>Spay/Neuter Deposit Forfeiture</u>						
Other Revenue		3,700	3,700	-	(1,650)	2,050

Allocated fund balance		(700)	(700)	1,650	-	950
<u>Economic Development & Brownfield Redev.</u>						
Interest		100	100	-	(100)	-
Property Taxes		100,000	100,000	27,250	-	127,250
Charges for services		4,300	4,300	-	(3,775)	525
Allocated fund balance		-	307,000	9,875	-	316,875
<u>Building Department</u>						
Charges for services		400,000	442,875	119,950	-	562,825
Allocated fund balance		-	50	-	(49,925)	(49,875)
<u>Courthouse Preservation</u>						
Fine and Forfeits		12,000	12,000	2,300	-	14,300
Interest		3,000	3,000	8,875	-	11,875
Allocated fund balance		(15,000)	(15,000)	-	(11,175)	(26,175)
County of Mason 2023 Final Budget Amendments Special Revenue Fund Revenues						
		Original	Current			Final
Description		<u>Budget</u>	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Budget</u>
<u>Principal Residence Exemption Audit</u>						
Charges for services		100	100	-	(100)	-
Allocated fund balance		3,700	3,700	100	-	3,800
<u>Register of Deeds Automation</u>						
Charges for services		39,800	39,800	-	(9,375)	30,425
Interest		200	200	1,400	-	1,600
Allocated fund balance		(17,000)	(17,000)	7,975	-	(9,025)
<u>Budget Stabilization</u>						
Allocated fund balance		-	-	-	-	-
<u>Indigent Defense</u>						
State Grants		794,875	794,875	-	(362,850)	432,025
Other Revenue		4,600	4,600	-	(325)	4,275
Interest		-	-	14,400	-	14,400
Transfer from other funds		153,500	153,500		-	153,500
Allocated fund balance		-	-	348,775	-	348,775
<u>Community Corrections</u>						
Other Revenue		-	-	-	-	-
<u>Concealed Pistol License</u>						
Charges for services		16,000	16,000	3,825	-	19,825
Other Revenue		-	-	850	-	850
Interest		-	-	4,050	-	4,050
Allocated fund balance		-	-	-	(8,725)	(8,725)
<u>DARE</u>						
Other Revenue		-	-	-	-	-
<u>Corrections Officers Training</u>						
Charges for services		5,300	5,300	850	-	6,150
Allocated fund balance		3,700	3,700	-	(850)	2,850
<u>Drug Law Enforcement</u>						
Other Revenue		-	-	-	-	-
<u>Jail Operations</u>						
Property Taxes		1,305,700	1,319,025	-	(1,150)	1,317,875
Charges for services		111,575	129,075	8,025	-	137,100
Interest		20,000	40,000	15,550	-	55,550
Other		4,450	4,900	400	-	5,300
Transfer from other funds		2,019,000	2,019,000	-	-	2,019,000
Allocated fund balance		-	49,725	-	-	49,725

<u>Law Library</u>							
Penal fines			3,500	3,500	-	-	3,500
Transfers from other funds			10,000	10,000	-	-	10,000
County of Mason 2023 Final Budget Amendments Special Revenue Fund Revenues							
			Original	Current			Final
Description			<u>Budget</u>	<u>Budget</u>	<u>Increase</u>	<u>Decrease</u>	<u>Budget</u>
<u>CDBG Grant</u>							
Other			-	31,000	48,200	-	79,200
Transfer from other funds			-	-	5,250,000	-	5,250,000
Allocated fund balance			-	41,800	-	(5,302,700)	(5,260,900)
<u>Emergency Management Grant</u>							
Other			16,100	16,100	-	(15,650)	450
Interest			-	-	2,000	-	2,000
Allocated fund balance			-	-	4,000	-	4,000
<u>Opioid Settlement</u>							
Other			-	-	208,875	-	208,875
Interest			-	-	6,650	-	6,650
Allocated fund balance			-	-	-	(215,525)	(215,525)
<u>Justice Training</u>							
State Grants			3,500	3,500	4,925	-	8,425
Allocated fund balance			-	-	-	(4,925)	(4,925)
<u>Social Welfare</u>							
Other			-	-	1,125	-	1,125
Transfer from other funds			15,000	15,000	-	-	15,000
Allocated fund balance			20,000	20,000	-	(16,000)	4,000
<u>Probate - Child Care</u>							
State Grant			335,325	342,325	-	(41,925)	300,400
Charges for services			35,125	35,125	2,650	-	37,775
Other revenue			13,000	13,000	-	-	13,000
Transfer from other funds			301,075	301,075	100,000	-	401,075
Allocated fund balance			-	7,000	-	-	7,000
<u>Social Welfare - Child Care</u>							
State Grants			100,000	100,000	-	(100,000)	-
Other			-	-	8,675	-	8,675
Transfer from other funds			100,000	100,000	-	(100,000)	-
Allocated fund balance			-	-	90,000	-	90,000
<u>Soldiers' & Sailors" Relief</u>							
Taxes			7,050	7,050	25	-	7,075
Interest			-	-	1,600	-	1,600
Allocated fund balance			-	-	-	(1,625)	(1,625)
<u>Building Authority Operations</u>							
Lease Income			40,225	41,225	-	(625)	40,600
Allocated fund balance			-	12,000	625	-	12,625
			10,513,075	11,301,675	6,592,975	(6,295,450)	11,599,200
							11,599,200
			-	-	6,151,450	(6,151,450)	-

Administrator Knizacky corrected a line item with regards to the Airport Improvement, the \$128,000.00 should be in the Airport Operating not in the Airport Improvement. Commissioner Squires thanked Administrator Knizacky for all of his work with regards to the budget and respective amendments. Administrator Knizacky noted that it was a team effort with the Department Heads and Elected Officials doing their part for the taxpayers of Mason County. Chair Andersen concurred those sentiments.

Moved for your approval.

Motion carried. (Signed) R. Bacon

Motion by Bacon and seconded by Krieger to approve the following resolution:

HONORABLE COMMISSIONERS

WHEREAS, the Finance, Personnel, and Rules Committee has reached a tentative agreement with the Teamsters State, County, & Municipal Worker Local 214 for the Corrections/Clerical employees of the Mason County Sheriff Department.

THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Mason approves the labor contract with the Teamsters State, County, & Municipal Worker Local 214 for the Corrections/Clerical employees of the Mason County Sheriff Office and directs the Board Chair to sign said agreement on its behalf.

Moved for your approval.

ORIGINAL FOR EXECUTION

AGREEMENT

between

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

and

**TEAMSTERS STATE, COUNTY & MUNICIPAL WORKER
LOCAL 214**

Corrections/Clerical Employees

Ratification Date:

Effective Date: January 1, 2024

Termination Date: December 31, 2027

INDEX	Page
AGREEMENT.....	1
COUNTY RIGHTS.....	1
RECOGNITION.....	2
REPRESENTATION.....	2
UNION SECURITY.....	3
SPECIAL CONFERENCES.....	4
DISCIPLINARY ACTION.....	5
GRIEVANCE PROCEDURE.....	6
SENIORITY.....	9
PROMOTIONS.....	10
HOURLY WAGES.....	11
TRAINING.....	12
HOSPITAL AND MEDICAL INSURANCE; EXTENDED INSURANCE BENEFITS.....	12
HOURS AND RATES OF PAY.....	14
HOLIDAYS.....	16
LONGEVITY.....	17
VACATION.....	17
SICK LEAVE.....	18
BEREAVEMENT LEAVE.....	19
UNION BUSINESS LEAVE.....	19
LAYOFF AND RECALL.....	20
UNIFORMS.....	20
PENSION PLAN.....	21
MAINTENANCE OF STANDARDS.....	21
VALIDITY.....	21
CAPTIONS.....	22
GENDER.....	22

SAFETY.....	22
UNION BULLETIN BOARD.....	22
OTHER EMPLOYMENT.....	22
FAMILY MEDICAL LEAVE POLICY.....	23
DURATION.....	25

ALPHABETICAL INDEX	Page
AGREEMENT.....	1
BEREAVEMENT LEAVE.....	19
CAPTIONS.....	22
COUNTY RIGHTS.....	1
DISCIPLINARY ACTION.....	5
DURATION.....	25
FAMILY MEDICAL LEAVE POLICY.....	23
GENDER.....	22
GRIEVANCE PROCEDURE.....	6
HOLIDAYS.....	16
HOSPITAL AND MEDICAL INSURANCE; EXTENDED INSURANCE BENEFITS.....	12
HOURS AND RATES OF PAY.....	14
HOURLY WAGES.....	11
LAYOFF AND RECALL.....	20
LONGEVITY.....	17
MAINTENANCE OF STANDARDS.....	21
OTHER EMPLOYMENT.....	22
PENSION PLAN.....	21
PROMOTIONS.....	10
RECOGNITION.....	2
REPRESENTATION.....	2
SAFETY.....	22
SENIORITY.....	9
SICK LEAVE.....	18
SPECIAL CONFERENCES.....	4
TRAINING.....	12
UNIFORMS.....	20
UNION BULLETIN BOARD.....	22
UNION BUSINESS LEAVE.....	19
UNION SECURITY.....	3
VACATION.....	17
VALIDITY.....	21

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 1, 2024, by and between the **MASON COUNTY BOARD OF COMMISSIONERS**, and the **SHERIFF OF MASON COUNTY**, hereinafter referred to as the ‘‘COUNTY’’ and the **TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214**, , hereinafter referred to as the ‘‘UNION.’’

WITNESSETH:

WHEREAS, the parties hereto recognize that an objective of this Agreement is to fairly compensate and benefit the Mason County Sheriff’s employees, all of who are recognized to be professional personnel, trained and dedicated to carry out a constitutional mandate crucial to the daily well being of every Mason County resident;

WHEREAS, the parties agree that the purpose and intent of this Agreement is to: (1) assure for the employees, as well as the parties hereto, a sound and mutually beneficial working and economical relationship, (2) provide an orderly and peaceful means of resolving any misunderstanding, and (3) set forth herein basic agreements concerning rates of pay, salary, hours and other working conditions;

WHEREAS, the parties recognize the principles and responsibilities involved in the area of civil rights and in this Agreement reaffirm their commitment not to discriminate because of race, creed, color, national origin, age, sex, number of dependents, handicap that is unrelated to the individual's ability to perform the duties of a particular job or position, height, or marital status and further, affirm their desire to adhere to fair work practices and good faith bargaining procedures.

IT IS HEREBY AGREED by and between the parties hereto as follows:

COUNTY RIGHTS

Section 1.0: No Discrimination. County agrees not to discriminate against any employee because of his or her membership in the Union.

Section 1.1: Rules and Regulations. The County reserves the right to establish reasonable rules, regulations, policies and procedures consistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within seven (7) days after the establishment or application of such rule, etc., and thereafter considered in accordance with the grievance procedure.

Section 1.2: No Strike. Parties hereto mutually agree and recognize that the services performed by the employee are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their work, or picket. Union further agrees that there shall be no strike, sit-down, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County and the Sheriff as long as this contract is in force.

RECOGNITION

Section 2.0: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the County hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, for the employees employed by the Mason County Sheriff's Office and the following described unit.

All full-time Corrections Officers, Corrections Sergeants, Clerical, Court Officer and all those positions which, by their very nature, need not be law enforcement certified because the employee will not be enforcing the general laws of the State of Michigan.; **BUT** excluding those positions commonly referred to as the Sheriff, Undersheriff, Acting Chief Deputies, Executive Secretary, Cook, and part-time Marine Officers.

Section 2.1 a. Employees who do not fall within the definitions identified will not be assigned to work which is recognized as Bargaining Unit work unless in case of emergency or part time employees covered under Section 2.1b.

Section 2.1b Part Time Employees

For the life of this contract it is agreed that:

The employer may use part time Corrections Officers under the following conditions:

1. The total number of hours filled by part time Correction Officers shall not exceed 5,000 hours per year.
2. In the event of the layoff of any member of the bargaining unit the use of part time Corrections Officers shall be terminated.

Section 2.2: Extra Contract Agreement. The County agrees not to enter into any agreement with another labor organization with respect to the employees covered by this Agreement, nor any Agreement or contract with employees covered by the Agreement, individually or collectively, which conflicts with the express terms of this Agreement, during the term of this Agreement.

Section 2.3: New Classification. The Union reserves the right to negotiate the wages, hours, and conditions of employment of any new classifications that might be created within the bargaining unit. (Classifications as used herein refer to those positions of rank as set forth in Section 2.0 and such other new ranks as may be covered by the terms of this contract.)

REPRESENTATION

Section 3.0: Stewards. The County recognizes the right of the Union to designate a Steward and Alternate from the seniority list and unit described in this Agreement. Once the Steward and the Alternate are selected, their names will be submitted to the County and the Sheriff for their information.

Section 3.1: Duties of Steward. When requested by an employee, the Steward or Alternate may investigate any alleged or actual grievance and assist in its preparation; he may be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and prior approval of the immediate supervisor outside of the bargaining unit. When an employee presents his own grievance without intervention of the Steward or Alternate, the representative shall be given the opportunity to be present.

Section 3.2: Collective Bargaining Committee. The County agrees to recognize not more than four (4) non-probationary employees covered by this Agreement as a collective bargaining committee. The committee shall consist of one (1) Clerk, one (1) Sergeant, and two (2) Corrections Officers. Members of the collective bargaining committee shall act in a representative capacity for the purpose of collective bargaining negotiation with the County. The County agrees to compensate the collective bargaining committee for all reasonable lost

time from his/her regular scheduled work at the regular rate of pay for time lost while meeting with the employer or negotiation caucuses with the Union.

Section 3.3: Names of Committeemen. The Union, in advance, shall furnish the County in writing with the names of its collective bargaining committee members. The County and the Union shall have the right to have outside representatives present if they are requested.

UNION SECURITY

Section 4.0: Union Membership. Membership in the Union is not compulsory. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

Section 4.1: Check-off.

- (a) During the term of this Agreement the County agrees to deduct Union membership dues and initiation fees from the pay of each employee covered by this Agreement who executes and files with the County written Union dues authorization in a form which shall be supplied by the Union.
- (b) Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the Constitution and By-laws of the Union. Each employee authorizes the Union and the County without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action regarding such amounts of the Union dues and/or initiation fees. The County agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.
- (c) A properly executed copy of the written check-off authorization form for each employee for who dues and initiation fees are to be deducted hereunder shall be delivered to the County before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the County.
- (d) Deductions for dues and initiation fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.
- (e) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws refunds to the employee will be made by the Union.
- (f) The Union shall notify the County in writing of the proper amount of dues and initiation fees and any subsequent changes in such amounts.
- (g) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved. Disputes regarding whether or not an employee has properly executed or properly revoked a written check-off authorization form are not subject to resolution through the grievance and arbitration procedure of this Agreement.
- (h) The County shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constitute actual contributions made from employee wages and the Union agrees to hold the county harmless from any and all claims arising out of its agreement to deduct dues and initiation fees.

SPECIAL CONFERENCES

Section 5.0: Special Conference Procedure. The County and/or the Sheriff 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 a place mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons.

Section 5.1 The Union may meet at a place designated by the County on the County's property for a period not to exceed one (1) hour immediately preceding a conference for which a written request has been made.

DISCIPLINARY ACTION

Section 6.0: Primary responsibility. No employee shall be disciplined except for just cause. Discipline is primarily the responsibility of the Sheriff but may be designated to other administrative personnel by the Sheriff.

Section 6.1: Charges and Specifications. The charges and specifications resulting in any disciplinary action shall be reduced to writing by the Sheriff or his designee, invoking the action, and copies shall be furnished to the Union and the employee against whom the charges are brought.

Section 6.2: Specific Section. Such charges and specifications brought against an employee shall be specific in the charge, or where applicable, shall cite the rule, regulation, policy, law or ordinance that is alleged to have been violated.

Section 6.3: Administrative Hearing Board. Whenever charges are brought against an employee of the Sheriff's Office, the Sheriff or his designee(s), along with other members of the administrative staff, will hold a hearing with the accused employee and his representative for the purpose of determining the validity of the charges. The charged employee shall answer the charges. (Only exceptions would fall under Garrity Rule). The employee may waive his right to a hearing if discipline is a written warning or less severe.

Section 6.4: Right to reports. Upon his request, the Union field representative shall be given a copy of all reports, complaints or other information, filed by an employee, supervisor or any other officer, or department, or division head or any such complaint whatsoever, which are the basis for disciplinary action at the time the disciplinary action is initiated, if and when available.

Section 6.5: Representation. Any employee of the Sheriff's Office who stands accused of violation of the rules and/or regulations of the Sheriff's Office, or who is accused of violating a law of the State of Michigan or of the Federal Government or a local ordinance, may be represented at any hearing by a steward or a Union representative or a Union Attorney.

Section 6.6: Past Infractions. In imposing any discipline on a current charge, the County will not base its decision upon any prior infractions of the rules or regulations which occurred more than two (2) years previously.

Section 6.7: Past Violations of State or Federal Laws. Whenever an employee has been disciplined because of a conviction of law or ordinance, and the employee has not been discharged from the Sheriff's Office, a record of the action taken against the employee will be kept as a permanent record and can be used to base a disciplinary decision in the future regardless of the type of violation committed.

Section 6.8: Rendering Decision. The Administrative Hearing Board shall render its decision within forty-eight (48) hours after the close of the hearing, or forty-eight (48) hours after receipt of the written statement of the employee as provided for in Section 6.3. If after the Administrative Hearing Board has issued its decision, the employee wishes to proceed to the grievance procedure, a written grievance shall be filed within seven (7) calendar days from and after receiving the decision of the Administrative Hearing Board. If the grievance is not filed timely, the decision of the Administrative Hearing Board shall be final and not appealable.

Section 6.9: Settlement. If prior to filing a formal grievance, a settlement is reached by the Sheriff, the grieved employee and the Union, the settlement shall be reduced to writing and signed by the parties. Such settlement shall bind the parties to such agreement.

Section 6.10: Just Cause. All disciplinary action shall be for just cause. Probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action.

Section 6.11: Progressive Discipline. The Union acknowledges that progressive discipline need not be utilized for major infractions or for violating state or Federal laws, or local ordinances. For the purpose of this section, "major infractions" shall be defined as the violation of any Office rule that carries a penalty of suspension or discharge for the first offense violation.

Section 6.12: Last Chance Agreements: Last Chance Agreements to be limited to up to five (5) years, expiring on the date that it was issued. Once the last chance agreement expires they are to be removed from any and all personnel files

GRIEVANCE PROCEDURE

Section 7.0: Grievances. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement. A grievance may be initiated by any employee covered by the terms of this Agreement or by their representative. Grievances are limited to matters of interpretation or application of the express terms of this Agreement. The parties recognizing that an orderly grievance procedure is necessary agree that each step must be adhered to as set forth in this Agreement. All grievances must be filed within seven (7) working days after the occurrence of the circumstances giving rise to the grievance, or within seven (7) working days after an employee should have reasonably known of the grievance.

- (a) Any employee having a complaint in connection with his employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or Steward must first discuss the matter orally with the Division Commander or his/her designee.

If not resolved in Step 1, the grievance shall be reduced to writing on regular grievance forms provided by the Union, signed by the employee and presented to the Sheriff or Undersheriff within five (5) working days of the Step 1 answer. The Sheriff or Undersheriff shall answer written grievance within five (5) working days of receipt of same.

- (b) Failing to resolve the issue in Step 2, the Union shall within ten (10) working days of the Sheriff's or Undersheriff's disposition, contact the County Administrator or designee to arrange a meeting between the Union, Sheriff, and the County to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Employer. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 7.1: General Grievance Information.

- a. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County, the Union, and any and all unit employees involved in the particular grievance.
- b. If the time is not met by either party, then the grievance is settled in favor of the non-defaulting party.
- c. The grievance procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance or when the procedure outlined in "B" is appropriate. When a satisfactory solution is reached, the answer agreement shall be in writing and signed by all parties involved or a representative of the parties involved, with a copy to each of the following: Aggrieved Employee, Sheriff, Union and County Board.
- d. When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the Steward and the employee will be promptly notified in writing of the action taken.
- e. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received from any source during the period in questions.
- f. The County will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from his/her immediate supervisor to leave his/her workstation. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- g. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- h. Time limits in the steps may be shortened or extended by mutual agreement of the parties, in writing.
- i. The parties hereby agree that once an employee has elected to pursue a remedy by Federal Law, State Statute or County Ordinance for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties and the employee. This shall not include Unfair Labor Practice Charges, or issues before the Michigan Employee Relations Commission.
- j. There shall be no reprisals of any kind by the Administration taken against a grievant, party of interest, or his Union Representative, or any of their participants in the procedure set forth herein by reason of such participation.

Section 7.2: Arbitration.

- A. In accordance with the procedure of the Michigan Employment Relations Commission, the Union may submit a demand for arbitration on all grievances specified above within thirty (30) calendar days after receipt of the County's answer, not including the date of receipt of the answer.

B. Within five (5) calendar days after receipt of the list of arbitrators, the moving party shall proceed to strike one (1) name from the list and the other party shall strike one (1) name until only one such name remains (tri-party list) and that person whose name remains shall become the impartial arbitrator to be used in hearing the dispute.

C. The impartial arbitrator shall be contacted directly by the parties and shall be requested to proceed as expeditiously as possible in hearing the case, following which he shall thereafter render his decision, in writing, within thirty (30) days from the close of the hearing.

D. The arbitrator shall be empowered to rule only on a grievance, which involves an interpretation or application of this Agreement, or the rules and regulations of the Sheriff's Office, or the County of Mason. The arbitrator shall not subtract from, ignore, or change any of the provisions of this Agreement.

E. Each party shall furnish to the arbitrator and to the other party whatever facts or materials the arbitrator may require to properly weigh the merits of the grievance.

F. The decision of the arbitrator shall be binding upon the parties, unless any of the parties shall seek further redress by way of applicable State and/or Federal Law.

G. Either party may, at its own expense, employ the services of a certified court reporter for the purpose of preserving the proceedings at the hearing.

H. The County shall, upon request, make employees who are on duty available as witnesses. The Union Steward or his designated representative shall attend all arbitration hearings and shall be paid at his regular rate of pay by the County if he is scheduled to work.

Section 7.4: Settlement of Grievance prior to Arbitration.

A. The grievance procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance or when the procedure outlined in Section 7.1, Step "B" is appropriate.

B. The answer shall be in writing with one (1) copy to each of the following:

- | | |
|------------------------|------------------|
| (1) Sheriff | (3) Union |
| (2) Aggrieved Employee | (4) County Board |

This final answer shall be signed by all parties involved or a representative of the parties involved.

Section 7.5: Lost Time. The County agrees to pay for all reasonable time lost by an employee during his regular scheduled working hours while representing a grievance in attending the steps of the grievance procedure, provided, however, the County reserves the right to impose discipline if the privilege is being abused. Lost time shall be compensated at the employee's straight time pay.

Section 7.6: No Reprisals. There shall be no reprisals of any kind by the Administration taken against a grievance, any party in interest, or his Union Representative, any member of the grievance committee, or any of their participants in the procedure set forth herein by reason of such participation.

Section 7.7: Fees of the Arbitrator. Full fees and expenses of the Arbitrator shall be borne equally by both parties.

SENIORITY

Section 8.0: Definition of Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Mason County Sheriff's Office since the employee's last date of hire. Bargaining unit seniority shall be defined as the length of an employee's service as a member of the bargaining unit. Classification seniority shall be defined as the length of an employee's continuous service in his current classification commencing with his last date of hire in that classification. County seniority shall be defined as an employee's length of continuous service as a County of Mason employee. An employee's "last date of hire" shall be the most recent date upon which he/she first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 8.1: Probationary Period. When a new employee is hired in the unit, he/she may be considered as a probationary employee for the first twelve (12) months. Trained, new employees with experience shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent probationary employees for purposes including, but not limited to, rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this Agreement, except those related to discharge and discipline.

Section 8.2: Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their date of last hire.

Section 8.3: Seniority List. The County shall maintain a roster of employees, arranged according to seniority, show name, position, class and seniority date, and shall furnish a copy to the Union the first month each year or as soon as practicable after the first year.

Section 8.4: Loss of Seniority. An employee shall lose his seniority if:

- A. He resigns or quits.
- B. He is discharged or terminated from work and it is not overturned under provisions of Section 6 or 7.
- C. He retires.
- D. He is convicted of a felony.
- E. He has been laid off for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
- F. He is absent from work, including failure to return at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the County or its designee, except when the failure to notify into work is due to circumstances beyond the control of the employee.

Section 8.5-A: Reemployment Following Military Service. Employees who leave the employment of the Employer to perform service in the uniformed service in any branch of the Armed Forces of the United States, the National Guard or the Public Health Service shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such service and the scheduled date of departure shall be given to the Employer in writing as soon as the individual is notified of their acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes after a period of military service will be treated as if they had been on a leave of absence during the period of their military service, and will be provided seniority and all rights and benefits based on seniority that the employee would have retained had the employee remained continuously employed with the Employer. Disputes regarding reemployment rights are not subject to the grievance and arbitration provisions of this Agreement.

Section 8.5-B: Temporary Military Service Leave. An employee whose service with the Employer is interrupted by a period of military service anticipated to last 30 days or less or for the purpose of a fitness examination will be placed on an unpaid leave of absence. This unpaid leave of absence will automatically terminate at the end of 30 days. During the period of this temporary military service leave the employee may elect to utilize accrued paid vacation or other similar paid leave during the period of the military service in order to continue their civilian pay, but paid sick leave is not available during the period of the military service leave. An employee who was covered by the Employer's health care plan prior to entering military service may elect to continue coverage for themselves and their dependents during the period of the temporary military leave by making arrangements satisfactory to the Employer for the payment of the regular employee share for the health care plan, if any.

Section 8.6: All full time employees are required to establish a bona fide residence and their primary domicile in Mason County (or within twenty (20) miles of the boundary of Mason County) and to maintain this residence as a condition of continued employment. The 20 miles radius is measured in a straight line from the border of Mason County. New employees are required to comply with this residence requirement prior to the completion of their probationary period.

PROMOTIONS

Section 9.0: Promotional Procedure. Promotions within the Sheriff's Office shall be made by competitive examinations as follows: Fifty percent (50%) written examination; Twenty-five percent (25%) service records; Twenty percent (20%) oral; and Five percent (5%) seniority.

Section 9.1: Written Examination. Content of a written examination shall be determined by the Sheriff. The written examination shall be administered and corrected by the Sheriff.

Section 9.2: Oral Examination. The oral examination or interview will be conducted by the Sheriff.

Section 9.3: Qualifications. In order to qualify for a promotion, an individual must have demonstrated responsibility and leadership traits in performance of duties which he/she has been assigned, and shall have completed two (2) years of continuous service with the Mason County Sheriff's Office, since the employee's last date of hire. This section to apply to all positions except those excluded under Article 2.0.

Section 9.4: Notice. All appointments, transfers, promotions and dismissals shall be reported to the County Board of Commissioners by the Sheriff, by and through the use of appropriate notations and personnel files.

Section 9.5: Review. Any employee who submits himself to the promotional procedure shall have the opportunity, upon request, to review his written examination, and his service record.

Section 9.6: No Discrimination. In the process of appointment, transfer, promotion and dismissal, the County agrees that no discrimination shall exist against any person because of sex, religion, race, color, or national origin.

Section 9.7: Temporary leave of absence. Any bargaining unit members who are promoted outside of the bargaining unit shall not be able to bump back into the unit after one (1) year in the new position.

HOURLY WAGES

Section 10.0: Wages. Wages will be paid to the employees of the Mason County Sheriff’s Office as follows:

A. For all current employees and all new employees hired after the ratification date of this contract, the hourly wage scale for Clerical shall be as follows:

	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Start	\$19.14	\$19.90	\$20.70	\$21.53
1 Year	19.63	20.42	21.24	22.09
2 Years	20.25	21.06	21.90	22.78
3 Years	21.33	22.18	23.07	23.99
4 Years	22.59	23.50	24.44	25.41

For all current employees and all new employees hired after the ratification date of this contract, the hourly wage scale for Corrections shall be as follows:

	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Start	\$21.38	\$22.23	\$23.12	\$24.05
1 Year	22.91	23.83	24.78	25.77
2 Years	24.05	25.01	26.01	27.05
3 Years	24.92	25.92	26.95	28.03
4 Years	25.85	26.89	27.96	29.08
Corrections Sergeant	28.21	29.34	30.52	31.74

Section 10.1 Acting Sergeant. An employee in the position of Acting Sergeant, for a period longer than seven (7) consecutive working days will be paid at the top Sergeant rate for hours worked in that position after the seven (7) consecutive working day period is reached.

Section 10.2: Shift Differential. A shift differential of one dollar (\$1.00) per hour shall be paid to employees for all hours worked from 5:30 p.m. to 5:30 a.m. Overtime shall not be computed on shift differential pay.

TRAINING

Section 11.0: Training. Any employee who desires to improve himself through education, such as adult evening classes, local schools or colleges, shall, with the approval of the Sheriff and the County Committee, be given a schedule to accommodate the schooling; any employee who attends any institute, conference, or other educational program for law enforcement officers shall be provided traveling expenses, mileage, and other necessary expenses to attend such institute, conference or training session, if approved by the Sheriff and the County Committee.

Section 11.1: Requiring Schooling. Any specialized schooling that may be required by the Sheriff, as part of necessary training will be paid for by the County. Also, employees attending these schools, seminars or training sessions will receive the cost of vehicle expense and wages not exceeding eight (8) hours per day. Such expenditures of money shall be first approved by the County Commission.

HOSPITAL AND MEDICAL INSURANCE
EXTENDED INSURANCE BENEFITS

Section 12.0: County agrees to pay hospital and medical insurance premium costs and establish a Health Savings Account for each eligible employee during the contract period subject to the cap set annually by the State of Michigan under Public Act 152 of 2011.

Effective January 1, 2016, January 1, 2017, January 1, 2018 and January 1, 2019, the county increases the cap so that the total of the health insurance premium and the contribution to the Health Savings Account is no more than the cap set annually by the State of Michigan under Public Act 152 of 2011. This cap will apply to whichever available insurance policy selected by the employee for the employee and his/her dependents.

The County and the Union agrees to meet to discuss a change in the health insurance coverage that will keep the actual premium cost below the cap set annually by the State of Michigan under Public Act 152 of 2011. In the event of death of an employee resulting from the performance of his regularly assigned duties, County shall pay premium costs benefits for his surviving dependents as provided by policies existing at the time of the employee's death for a period of time not to exceed three (3) years or until the surviving spouse remarries.

Section 12.1: Hospitalization for Retirees. If the employee has ten (10) years or more service with the County and retires at age sixty (60) or if an employee has fifteen (15) or more years of service with the county and retires at age fifty-five (55), the County will pay its percentage of hospitalization coverage for the employee and covered spouse from such retirement date to age sixty-five (65) and its percentage of the Medicare/Medicaid supplement for the employee and covered spouse from age sixty-five (65) to age seventy (70). Employees retiring after January 1, 2016 shall retire with the insurance plan in place and under the cap set annually by the State of Michigan under Public Act 152 of 2011 provisions in Section 12.0 at the time of their retirement. However, should a retired employee have the availability and provided hospitalization plan by a subsequent employer, or if such retired employee shall have the availability and provided hospitalization plan by his or her spouse's employer, this coverage shall not be effective. The retired employee shall sign a certification form, provided by the County, every six (6) months regarding the availability of another health plan. Retiree health insurance will not be available for any employee hired after January 1, 2016.

The co-pay on the health insurance premium shall be paid through payroll deductions and all employees shall be required to sign the appropriate payroll deduction authorization forms.

Any active unit member who is eligible, but chooses not to participate in the medical/ hospitalization insurance package, who shows proof of insurance from another source, and who signs a waiver from the Employer, shall receive a Four Thousand Dollar (\$4,000.00) annual contribution, pro rata, to the County's qualified deferred compensation plan or directly to the employee as taxable compensation. An employee who subsequently loses medical/ hospitalization coverage from another source shall have the right to obtain medical/ hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director. Said employee shall be entitled to a pro rata contribution to the County's qualified deferred compensation plan to date the employee becomes covered by the Employers medical/hospitalization plan.

An employee may waive health insurance only if he/she has health insurance coverage from another source and signs a waiver from the Employer.

Section 12.2: Whenever an employee is on approved leave of absence because of illness and has exhausted his accumulated sick leave, County shall continue to pay the full costs of medical and hospital insurance and basic life insurance as may be provided by County, for a period not to exceed six (6) months following termination of sick leave pay, provided, however, that the employee shall have accumulated one continuous year of County service.

Section 12.3: Life Insurance. County agrees to provide a Twenty-Five Thousand Dollars (\$25,000.00) term life, accidental death and dismemberment insurance policy to each employee covered by this Agreement fully paid for. This policy will be canceled upon termination of employment with the County.

Section 12.4: Optical/Dental/Hearing/. The County agrees to reimburse each employee a maximum total amount of \$2,000.00 for the employee and his/her dependents for optical, dental, or hearing on a calendar year basis with any unused portion carried for one (1) year. The County agrees to offer a voluntary dental plan that will be 100% paid for by participating employees.

Section 12.5: Liability Insurance. Since December 31, 1982, the County has been self-insured for liability as a member of the Michigan Municipal Risk Management Authority, which is a self-insured association organized under the laws of the State of Michigan to provide self-insurance protection against loss to Michigan Cities, Counties, Townships and special purpose governments. As County Employees and members of the Sheriff's Office are insured of liability under the terms of the County's membership in the above mentioned Authority. For employees who leave the service of the County, such coverage remains in effect for any actions that occurred during the period of employment. The County will maintain liability coverage on a continuous basis.

HOURS AND RATES OF PAY

Section 13.0: Workweek. A regular workweek for full-time members of the Mason County Sheriff's Office shall be eight (8) hours in a twenty-four (24) hour period. A regular workweek for the full-time members of the Office shall be defined as a work period of forty (40) hours per week average over a period of twenty-four (24) weeks. Employees, when a 4-3 schedule is in effect, shall work not to exceed ten (10) hours without overtime.

For the life of this contract, the Sheriff agrees to adopt a 12-hour work schedule as the primary schedule, although it may be necessary to schedule some employees on an eight (8) hour schedule. Details of the compensation for the 12-hour schedule are contained in appendix "A".

Section 13.1: Overtime. All hours worked over and above the regularly scheduled workday (8 hours) of an employee shall constitute overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) the employee's

regular hourly rate of pay. The employee's regular hourly rate of pay is determined by dividing his salary by two thousand eighty (2,080) hours.

Section 13.2: Shift Assignments

A. The Sheriff and his designee shall have ultimate control over shift assignments.

The work schedule shall be posted 30 days in advance. The schedule may be adjusted for extended sick leave or absence due to job injuries. In the event of such change, volunteer will be taken. If none, the least senior employee shall be affected.

Shift assignments will be made on a six month basis. Shift bid will run October 1" through April 1".

Employees shall bid on shift assignments for a two week period prior to the start of the bid. Determination of shift assignments shall be based on the employee's preferences according to his/her seniority. Those eligible must have completed at least one year service.

Special consideration to be made for employees on extended sick leave, absence due to Job related injuries, and _vacations.

Employees who fail to bid within the two week period without special consideration will be assigned to a shift by a supervisor(s) as deemed necessary.

Sgts will bid shifts by seniority, by classification.

B. The Sheriff or his designee may deviate from the bidding process for extended training, extended sick time, extended vacations, to address issues of hostile work environment and for disciplinary measures.

The shift schedule may be changed at anytime by mutual agreement of the affected corrections officers and the Sheriff or his designee.

C. Any Correction officer's regularly scheduled day off shall not be changed for the sole purpose of avoiding payment of overtime.

D. A Correction officer claiming overtime pay under two (2) or more provisions of this Agreement shall receive the benefit of the single alternative resulting in the greater benefits.

E. Emergency overtime work may be performed by any available qualified Correction officer.

F. All overtime shall be paid not later than the pay period following the period in which it was earned, in accordance with established County payroll procedures.

Section 13.3: Compensatory Time. At the request of an employee who is eligible for overtime, the Sheriff may, at his option, in lieu of cash payment for overtime, allow time off equal to the amount of pay due such employee (including the overtime pay). Such time shall be taken at a time mutually agreed upon. An employee may bank compensatory time to a maximum of eighty four (84) hours.

Section 13.4: Scheduling. No employee shall be laid off nor shall an employee be scheduled off or have their regularly scheduled day off changed for the sole purpose of avoiding overtime payment. Whenever possible, the Sheriff shall assign overtime work to those employees whose normal duties would include the duties for which overtime is to be worked and paid. The Sheriff or his designated representative shall keep an overtime roster and overtime will be divided as equally as possible among the available employees considering the nature of work assignment and the expertise needed to deal with the assignment. Such roster will include overtime worked as well as overtime work offered and refused. An employee on vacation will not be charged with overtime refusal while on vacation or on his off days immediately preceding or following such vacation.

Section 13.5: Court Time. Employees subpoenaed or directed by the Sheriff or his designee into Court, including Probate Court and official hearings, during off-duty hours shall receive a minimum of four (4) hour pay or time and one-half (1-1/2), whichever is greater. The Union agrees that employees shall not accept or receive any other compensation or witness fees for time and expense connected with appearing in Court, or transporting persons in their custody in connection with Court ordered activities. In the event an employee receives witness fees as to a civil or criminal trial, the same shall be paid over to the Employer. In the absence of payment of such witness fee to the Employer, the employee shall not receive wages for on-duty time relative to such witness pay.

Section 13.6: Call-In Pay. All employees covered by this Agreement who were called into duty for work, in addition to their regular daily shift, shall receive a minimum of four (4) hours pay or time and one-half (1-1/2), whichever is greater provided the call-in does not overlay his regular shift.

HOLIDAYS

Section 14.0: Holidays. All full-time employees shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays irrespective of whether they perform any work on the holiday involved, provided they are otherwise eligible. Holidays will be observed on the traditional calendar days, as follows:

- New Year's Day, January 1
- Martin Luther King Day
- President's Day
- Easter Day
- Memorial Day, Observed
- Independence Day, July 4
- Labor Day, first Monday in September
- Veteran's Day, November 11
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day, December 24
- Christmas Day, December 25
- New Year's Eve Day
- One (1) Personal Day

Section 14.1: Worked Holidays. If an employee is required to work on any holiday, then such employee shall be paid one and one-half (1-1/2) times his regular rate of pay in addition to holiday pay in Section 14.0, excluding the one personal day.

Section 14.2: Pay. Holiday payments shall be due and payable on the first regular pay day after December 1st of each year, and shall include Christmas Eve, Christmas Day, and New Year's Eve holiday. If not employed December 24, employee agrees to return Christmas Eve, Christmas Day, and New Year's Eve Pay.

Section 14.3: Not Scheduled to Work. An employee not scheduled to work on a holiday shall, if called in, be paid double time for all hours in addition to the holiday pay for the holiday worked.

LONGEVITY

Section 15.0: Longevity Pay. All regular full-time and regularly scheduled part-time employees in the active service of the Employer shall receive in addition to his hourly wage and benefits the following longevity compensation plan:

<u>Years</u>	<u>Compensation</u>
5	\$ 150
6	200
7	300
8	400
9	500
10	600
11	700
12	800
13	900
14	1,000
15	1,100
16	1,200
17	1,300
18	1,400
19	1,500
20	1,600
21	1,700
22	1,800
23	1,900
24	2,000

Payments shall be due and payable on the first regular payday after November 1 of the year the employee becomes entitled to same.

VACATION

Section 16.1: Separation from Employment. Any employee eligible for use of annual vacation leave who is separated from service for any reason shall be compensated for all unused annual vacation leave days at the time of his separation, or as soon thereafter as may be practical in accordance with the established County payroll procedure

Section 16.2: Annual Vacation Leave. All full-time employees shall earn annual vacation leave with pay computed at straight time rates based on the following schedule, with all earned time being on the first pay check in January:

- A. After one (1) year of service, two (2) weeks, based on a forty (40) hour week.
- B. After four (4) years of service, three (3) weeks, based on a forty (40) hour week.
- C. After ten (10) years of service, four (4) weeks, based on a forty (40) hour week.
- D. After fifteen (15) years of service four (4) weeks and one (1) day, based on a forty (40) hour week.
- E. After twenty (20) years of service four (4) weeks and two (2) days, based on a forty (40) hour week.
- F. Vacation leave may be taken in increments of one (1) day with seven (7) days prior advance notice, subject to the approval of the Sheriff or his designee.
- G. Each employee wishing to get pay in lieu of time off for their vacation leave may cash in up to 100 one-hundred hours toward their following year's health insurance premium share or health saving account contributions. All claims for HSA disbursements of unused vacation time to be turned in no later than November 30th.

SICK LEAVE

Section 17.0: Accumulation. Sick Leave shall accumulate at the rate of one (1) day per month of service to be allocated or given on the following basis:

- A. After one (1) year of service, twelve (12) days.
- B. After two (2) years of service, twenty-four (24) days.
- C. After three (3) years of service, thirty-six (36) days.
- D. After four (4) years of service, forty-eight (48) days.
- E. After five (5) years of service, sixty (60) days.
- F. After six (6) years of service, seventy-two (72) days.
- G. After seven (7) years of service, eighty-four (84) days.
- H. After eight (8) years of service, ninety-six (96) days.
- I. After nine (9) years of service, one hundred eight (108) days.
- J. After ten (10) years of service, one hundred twenty (120) days.

Section 17.1: General Policy. All departmental personnel are supplied with twelve (12) sick days per year. Sick days are to be used in case of illness or to attend the funeral of all current immediate in-laws and will not be supplied for the employee to use as personal days or extra vacation days, nor are they supplied for a supplement for added pass days.

An employee may agree to give up to four (4) days of his or her unused sick leave to another employee per year, who has exhausted his or her sick leave time, with the prior approval of the Finance, Personnel, & Rules Committee. Both employees must sign a release form provided by the payroll department.

Section 17.2: Procedure for Asking For a Sick Day.

- A. It shall be assumed that in most illnesses the employee shall know some hours in advance that he is not feeling well and is unable to be fit for duty.
 - 1. The employee shall telephone this Office to report his absence as far in advance of his work shift as possible.
 - 2. The employee shall report his absence to the prior shift Supervisor.
 - a. If shift Supervisor is unavailable at the time of the phone call, the Supervisor shall return the call to the employee as soon as possible.

Section 17.3: False Claims. Any employee asking for sick day pay, when taking a day off when not sick, will be refused wages.

Section 17.4: Verification.

- A. The Sheriff or his designee may require proof of medical treatment after three (3) consecutive sick days when he/she deems it appropriate.
- B. The Sheriff or his designee reserves the right to have an employee examined by a Doctor employed by this Office with the cost being paid by the Employer.

Section 17.5: Payment for Sick Days. All employees who separate from the County after ten (10) years of continuous service, or retirement, or death, shall receive payment at their regular hourly rate of pay at the time of separation or retirement or death of one-half (1/2) of all accumulated sick leave, unless the separation is a result of disciplinary action. Each Employee shall designate, in writing, the recipient of sick pay payment in the case of the death of the employee. The failure of an employee to designate, in writing, the recipient of sick pay payments shall constitute a forfeiture of such payment. Unused sick leave payments will be capped at 1,200 hours.

BEREAVEMENT LEAVE

Section 18.0: Death in the Immediate Family. In the event of a death in the immediate family of an employee or the employee's spouse, the employee shall be entitled to three (3) paid bereavement leave days at his regular rate of compensation in each instance, except that if it is necessary to attend a funeral more than three hundred (300) miles from the employee's place of residence, such paid bereavement leave shall not exceed five (5) days. The immediate family, for purposes of this section, shall be defined as husband, wife, parents, grandparents, grandchildren, children (natural or adopted), brothers and sisters. Additional paid bereavement leave days at regular rate of compensation may be granted at the County's expense upon the discretion of the Sheriff.

UNION BUSINESS LEAVE

Section 19.0: State and National Union Conventions. Employees who are elected to attend state and national Union conventions shall be allowed time off without loss of pay to attend such conventions in accordance with the requirement of the Union Constitution and convention, provided, however, that such time off shall not exceed seven (7) days in any one (1) calendar year, at any one (1) particular time, such employees do not number more than one (1).

Section 19.1: National Conferences. Employees who are elected to represent their local Union in special, state or national conferences shall be allowed time without loss of pay to attend such conferences, not to exceed five (5) days in any fiscal year, upon written request by the Union, and with prior approval of the Sheriff or his designee, further provided that such employees number no more than one (1) at any given time.

Section 19.2 Jury Duty. Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed to appear in a local, State, or Federal Court, or when required either by the Employer or any other public agency to appear before a court or such agency on such matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties.

- i. Seniority will continue to accrue to the employee.
- ii. Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees to the Employer.

LAYOFF AND RECALL

Section 20.0: Definition. Layoff shall mean a separation of employees from active work force due to lack of work or funds.

Section 20.1: Order of Layoff.

- A. No permanent or probationary employee shall be laid off from his position with the Sheriff's Office while any temporary, part-time or provisional employees are serving in the same position, class or department.
- B. Except as provided below, layoff and probationary or permanent employees in the Office shall be inverse order of seniority.

Section 20.2: Procedure.

- A. If a layoff occurs, in any event, the lowest person in point of seniority in the bargaining unit shall be let out first, in the classification affected.
- B. Except as provided below, layoff and probationary or permanent employees in the Office shall be in inverse order of seniority.

Section 20.3: Demotion in Lieu of Layoff. An employee, subject to layoff, who so requests within twenty-four (24) hours after receipt of notice of layoff, shall, in lieu of layoff, be demoted to a lower position in the Office if he has greater length of total service in the bargaining unit than another employee in that lower position class. Demotion shall be through those classes in which the employee has the ability to perform the work, providing that an employee serving a probationary period shall not displace a permanent employee in a class in which he is not able to perform. Demotion in lieu of layoff shall be at the discretion of the Sheriff. Any disputes shall be subject to the grievance procedure.

Section 20.4: Auxiliary Police and Cadets. The Sheriff may make use of auxiliary police and cadets in his discretion, provided, however that such use shall not be for the purpose of avoiding overtime or for the purpose of replacing regular full-time employees.

UNIFORMS

Section 21.0: Uniforms. Upon entry into County services, parties hereto agree that the County shall issue each new matron, corrections officers and clerk, and to each current matron, corrections officers and clerk, unless heretofore provided, the following uniform clothing and equipment items, to be returned to the County upon termination of services:

A. Uncertified Positions

- 1 Summer Style Hat with badge
- 3 Uniform Trousers
- 4 Short or Long Sleeve (summer) Shirts (mix and match)
- 2 Sweaters
- 1 Winter Jacket
- 1 Lightweight Jacket
- 2 Name plates
- 2 Badges
- 1 Set Handcuffs
- 1 Set Collar Brass
- 1 Service Pistol
- 1 Pepper Spray
- 1 Complete Set Leather
- 1 Pair shoes or boots
- 1 Vest carrier
- 1 Stab Ballistic panel for vest carrier
- 1 Cut down knife

The Sheriff shall have the right to determine the style of clothing and time of wearing, under standards and regulations he shall adopt. (The intent of this provision is to allow certain latitude in that new employees will be furnished initially seasonal clothing for the time of hire, while off-season issue is to be furnished at the time of change-over to off-seasons uniforms).

Section 21.1: Replacement, Maintenance and Reimbursement Fund. An annual uniform purchase, replacement, maintenance and reimbursement fund shall be budgeted and allocated by the County to the Office. This amount shall be used for the purpose of uniform replacements and uniform maintenance, in accordance with the standards and regulations established by the Sheriff. All uniforms so purchased, maintained and/or replaced shall remain the property of the County and shall be returned to the County upon termination of service by each employee.

Section 21.2: Cleaning Allowance. Arrangements acceptable to the County for the cleaning of uniforms, including plain-clothes employees' clothing, shall be made and supervised by the Sheriff or his designated representative. The cost of cleaning shall not exceed eight dollars (\$8.00) per week per employee. The winter overcoat shall be properly cleaned and moth controlled each year in addition to the above cleaning allowance.

Section 21.3: Replacement Items. Articles of personal apparel damaged or destroyed during the course of an employee's assigned performance of duty, or in the performance of their duty as determined by the Sheriff, shall be repaired or replaced at the expense of the County.

Section 21.4: Any clothing expenditure in excess of Two Hundred Dollars (\$200.00) per employee shall be first submitted to the Personnel Committee of the County Board for their approval.

PENSION PLAN

Section 22.0: Pension Plan. Employees shall be covered by the Municipal Employees Retirement System, benefit plan B-4, F-55 (15 years), E-1, E-2, FAC-3.

MAINTENANCE OF STANDARDS

Section 23.0: The County, Sheriff and Union agree that all conditions of employment not otherwise provided for herein shall remain in effect.

VALIDITY

Section 24.0: In the event that any Section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the other provisions.

CAPTIONS

Section 25.0: The captions or sub-headings used in this Agreement are for the purpose of identification only and are not a substantial part of this Agreement.

GENDER

Section 26.0: When reference is made to the male gender, it shall be considered to include the female gender as well.

SAFETY

Section 27.0: The Sheriff and the County shall have the responsibility to maintain all equipment in a safe operating condition when furnished by the County for use by the employees in the performance of their assigned duties, except employees shall maintain in a safe use and operating condition all uniforms, clothing and other equipment issued to them by the Sheriff upon entry into the County's service.

Section 27.1: When the employee shall find the equipment furnished by the County as unsafe for use in the performance of his assigned duties, the employee shall be required to immediately report the condition to his immediate supervisor or superior; and if the condition is not satisfactorily resolved, the employee may have recourse through grievance procedures provided herein.

Section 27.2: The County and Union agree to comply with Public Act 125 of 2003 and any amendments of the Public Act.

UNION BULLETIN BOARD

Section 28.0: The County agrees to furnish the Union adequate bulletin boards in such a number of locations as shall be mutually agreeable to the Employer and the Union; the board shall be used solely for notices and bulletins pertaining to the following:

- A. Union meetings
- B. Union elections
- C. Union Reports
- D. International Union rulings or policies
- E. Union recreational or social events

Notices and announcements shall not contain anything of political or partisan nature.

OTHER EMPLOYMENT

Section 29.0: Employees who engage in other employment shall, prior to commencement of such employment, make application to the Sheriff for administrative approval. Such employment shall not be permitted if it shall be in conflict with the employee's duties as an employee of the Mason County Sheriff's Office.

FAMILY AND MEDICAL LEAVE POLICY

Section 30.0: I. An employee who has worked for the County at least twelve (12) months (and worked at least 1,250 hours in that period) may apply for a leave of absence pursuant to the Family and Medical Leave Act (FMLA) for the following reasons:

- (a) To care for a newborn son or daughter;
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care;
- (c) In order to care for the spouse, son, daughter, or parent of an employee who has a serious health condition; or
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Any eligible employee will be granted up to twelve (12) unpaid work weeks of leave during a 12 month period for leaves granted under FMLA. However, this shall not prohibit the employee from receiving disability insurance for which the employee qualified.

- II. Employees anticipating the need for a leave pursuant to the FMLA are required to provide at least thirty (30) days' advance written notice of the need for the leave. If it is not possible to provide thirty (30) days' advance notice, the employee should provide as much advance notice as practical under the circumstances.
- III. In any case in which the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the employer.
- IV. Employees requesting a medical leave for a serious health condition under paragraphs (c) and (d) above, including intermittent or reduced schedule leave, must provide certification of the serious health condition of the employee or eligible family member which includes the following:
 - (a) The date on which the serious health condition began;
 - (b) The probable duration of the condition;
 - (c) Appropriate medical facts regarding the condition.

Such certification shall be on the form approved by the U.S. Department of Labor.

If the employer questions the need for the leave or the adequacy of the medical certification, it shall have the right to obtain a second opinion, at the employer's expense. If the two health care providers opinions differ, a third opinion from a health care provider may be requested by the employer mutually agreed upon by the employer and the employee, which opinion shall be paid for by the employer and will be final and binding on the parties.

- V. Where two (2) spouses work for the employer, they will be allowed a total of twelve (12) weeks between them to take a family leave to care for a son, daughter or parent.
- VI. There shall be no loss of seniority or accrued benefits during the period of a family leave. Health insurance benefits shall be maintained during the family leave at the same level and conditions as if the employee has continued to work. Employees will be asked to include any accrued paid time off as part of the twelve (12) week period granted for any of the reasons set forth in item 1 (a), (b), (c) and/or (d) above.
- VII. Employees on family leave for twelve (12) weeks or less shall be returned to work to the position they held prior to taking the leave.
- VIII. An employee on family leave who desires to return to work must notify their Department Head at least three (3) working days prior to the return date.
- IX. If an employee fails to return to work at the conclusion of a family leave, he or she shall be treated as a voluntary quit.
- X. An employee who has been absent for medical reasons must obtain a return to work release from his or her physician which must certify the employee is fit for duty without restriction or specify the type, nature and duration of any work restriction, if applicable.
- XI. An employee seeking to return to work with medical restrictions shall be returned to work in line with his or her seniority to an available position, if any, which the restricted employee is capable and qualified to perform. If an employee cannot be placed in a suitable position, the employee will be placed on continued leave status until an appropriate accommodation can be made up to a maximum of twelve (12) months.
- XII. FMLA benefits are in addition to other leave of absence benefits provided by any collective bargaining agreement.

FIT FOR DUTY CHECKUP

Section 31.0: Once a year fit for duty checkup, County to pay, confidentiality between counselor and employee will honored.

It is the belief of the Sheriff and County that a well-trained and prepared deputy will potentially bring less liability on the County while bringing longevity to the employee's health and a healthier lifestyle for the employee's family.

If the employee's counselor believes there is an issue that requires treatment, the County will work with the employee's counselor to get the appropriate treatment.

EMPLOYEE REFERRAL

Section 32.0: A cash award for any union employee who refers a candidate for employment with the Mason County Sheriff's Office will be given as follows;

\$250.00 upon a candidate finishing their twelve (12) month probationary period.

An additional \$250.00 upon the candidate reaching their two (2) year anniversary.

DURATION

This Agreement shall be effective January 1, 2024 and shall remain in force through the 31st day of December 2027. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing ninety (90) days prior to the anniversary date that he or it desires to modify this Agreement.

WITNESS OUR HANDS THIS 1st DAY OF January 2024.

**FOR THE COUNTY
BOARD OF COMMISSIONERS:**

FOR THE UNION:

Chairwoman Janet S. Andersen

Joel Gutzki, Business Representative

Randy Cogle, Union Steward

FOR THE SHERIFF OF MASON COUNTY:

Administrator Knizacky noted a change on page 14 of the Union Contract with the language in bold, and that it be included in the approval process.

Roll Call vote was requested.

AYES: Squires, Bacon, Krieger, Johnson, Hartley, Andersen

NAYS: None

Absent: Hull

Moved for your approval.

Motion carried. (Signed) Bacon.

Motion by Board Chair Andersen and seconded by Bacon to approve the following resolution:

HONORABLE COMMISSIONERS

WHEREAS, the Finance, Personnel, & Rules Committee has reviewed the transfers for December 28, 2022.

THEREFORE, we, your Finance, Personnel, & Rules Committee, request your approval of the following transfers:

Road Patrol	\$ 15,000.00
Junk Ordinance	\$ 7,200.00
Employee Vacation & Sick Time	\$ 50,000.00
Indigent Defense	\$ 95,000.00
Housing Grant	\$5,250,000.00
Probate Child Care	\$ 100,000.00
Equipment Replacement	\$ 20,950.00
Public Improvement	\$ 460,000.00
Airport Improvement	\$ 128,000.00
Land Bank	\$ 100,000.00

Moved for your approval.

Motion carried. (Signed) Andersen, Bacon, Hull.

Commissioner Squires questioned the status of the Housing Grant and was informed by Administrator Knizacky that any grant monies received will be added to this line item.

Motion by Board Chair Andersen and seconded by Bacon to approve the following resolution:

HONORABLE COMMISSIONERS

WHEREAS, the Finance, Personnel, & Rules Committee feels that an increase in the compensation package is justified.

THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Mason approves the attached Future Compensation memo for the years 2024, 2025, 2026 and 2027. This compensation package shall apply only to those eligible employees not represented by the Fraternal Order of Police or the Teamsters State, County & Municipal Workers Local Union No. 214.

Commissioner Squires asked if the request from the Sheriff was included in this Compensation package and was informed no per the Chair. Commissioner Krieger noted that the existing 2024-2027 Compensation Package included a 5% increase for 2024, 4% for 2025, 4% for 2026 and 4% for 2027, which is what the Board had authorized Administrator Knizacky to compile.

Commissioner Squires further questioned who Anna was and what is her role in the Command Staff? Commissioner Krieger noted that she is an administrative clerical assistant just like the clerical positions within the Treasurer, Clerk, and Register of Deeds offices and does not have any other identifying wage description. This was confirmed by the Administrator.

Commissioner Squires wanted to know why the Finance, Personnel & Rules Committee did not take up a recommendation for the \$1 per hour increase for the Command Staff. He further elaborated that the Public Safety and Courts Committee voted unanimously to award the \$1 per hour raise.

Commissioner Krieger asked for an explanation of that rationale noting that this position [administrative assistant] is in the same classification as other deputy clerical positions and what the difference is as all of the offices have their respective responsibilities to handle, which are all important.

Comments from the other commissioners include holding off until further information can be obtained. Chair Andersen noted that the request was heard in August and the Finance, Personnel, and Rules Committee did award employees with a 5% raise, which would take effect with the passing of the 2024-2027 Compensation Package.

Commissioner Hartley noted that the Undersheriff and Chief Deputy positions needed to be considered differently due to the work they provide. Commissioner Krieger again requested clarification on the differences in job roles. Commissioner Hartley noted that Sergeants get paid \$1 per hour more when they work overtime compared to these employees, and that the Command Staff employees are always on call. He feels that the Command Staff should get paid more due to dealing with disciplinary issues within the Union.

Chair Andersen noted that the 11th hour request would cause issues with all employees and that the Board was offering a 5% raise for 2024 which was a generous raise, then to give special consideration to four employees in the Sheriff Department would not set well. Chair Andersen values all of the County employees.

Commissioner Krieger noted if the Board wants to award raises, all non-union employees should get the raise and negotiations should not be made in this manner with department heads.

Commissioner Squires requested to speak with the elected officials present and Chair Andersen denied the request noting these individuals should not be put on the spot.

Motion was made by Krieger and seconded by Hartley to amend the 2024-2027 compensation package and offer a \$1 per hour raise to all non-union full time County employees, in addition to the 5% raise offered in the package.

Roll Call vote was taken to make the above amendment to the 2024-2027 Compensation package.

AYES: Bacon, Krieger, Johnson, Hartley, Squires, Andersen

NAYS: None

ABSENT: Hull

Commissioner Squires noted that this was a huge recommendation and commended Commissioners' Krieger and Hartley, noting a good employer will take care of their good employees.

Roll Call Vote for the Amended 2024-2027 Compensation Package as amended:

AYES: Krieger, Johnson, Hartley, Squires, Bacon, Andersen

NAYS: None

ABSENT: Hull

Moved for your approval.

Motion carried. (Signed) Andersen.

Public Comment:

Sheriff Cole, Ludington, noted that the Commissioners, especially Commissioner Krieger was very brave with the consideration of the raises. Sheriff Cole addressed members of the public regarding interdepartmental working relationships.

Lori Holmes, Ludington, thanked the Board for their more than generous vote regarding the raises this evening. Lots of employees remain silent and work behind the scenes to get the job done for the County.

Bill Kerans, Scottville, noted that the discussion this evening exemplifies why one should come to meetings to hear what goes on. He was impressed with the way the Board and local administrations worked.

Clerk Kelly, Ludington, addressed the Board regarding her dissatisfaction with the comments made by Sheriff Cole towards herself and her staff as they sat as members of the public. She noted that the Clerk's office will continue to follow the County policies set forth by the Board.

Rick Knuit, Ludington, noted that he previously owned his own business and understands and respects the living wage, but wished to note that tax increases outpace his social security. He wonders the impact on his taxes the employee raises given today will do.

Chair Andersen noted that she respects and values all employees working for the County. All play a significant role and are appreciated.

Commissioner Krieger noted that each County employee, whether elected, appointed, or hired are hired to work under their respective department within their respective role. Equal dignity is to be given to the role of the Elected Official noting that the Elected Officials are here to serve the same County. Employees of each Elected Official are also entitled to equal treatment in their service to the County.

Commissioner Hartley thanked Chair Andersen for her leadership and thanked the Board as well for the discussion this evening, noting it was not comfortable, but an answer to his prayers.

Commissioner Squires further thanked Chair Andersen and noted that he felt we had a real good group of County employees. He further wished to thank the Administrator publically for all of his work and also for continuing to stay on an additional year.

With no other business the meeting was adjourned at 8:33 p.m.

CHERYL KELLY, CLERK

JANET S. ANDERSEN, BOARD CHAIR