

**AGREEMENT**

**Between**

**THE CLARE COUNTY  
BOARD OF COMMISSIONERS,  
THE CLARE COUNTY SHERIFF**

**and**

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**  
Command Unit

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**Terminating September 30, 2013**



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## **AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2011, between the **CLARE COUNTY BOARD OF COMMISSIONERS**, representing the County of Clare, Harrison, Michigan and the **CLARE COUNTY SHERIFF**, as co-employers; hereinafter referred to as the "**EMPLOYER**" and the **COMMAND OFFICERS ASSOCIATION OF MICHIGAN**, representing the County of Clare Sheriff Department listed in the contractual recognition clause, hereinafter referred to as the "**UNION**" for the purpose of establishing rates of pay, hours, employment, working conditions, and other terms and conditions of employment in order to improve the relationship between the Employer and the members of the Bargaining Unit.

### **ARTICLE 1** **RECOGNITION**

**Section 1.** Pursuant to and in accordance with all applicable provisions of Act. No. 379 of the Public Acts of 1965 of the State of Michigan, the Employer recognizes the Union as the exclusive collective bargaining representatives for the employees in the defined Bargaining Unit for the purpose of bargaining with respect to wages, hours of employment and other working conditions, terms and conditions of employment.

**Section 2.** The Bargaining Unit shall consist of all full-time employees of the Clare County Sheriff Department possessing the ranks of Lieutenant, Jail Administrator, Sergeant, Assistant Jail Administrator, excluding Sheriff, Undersheriff, Deputy Sheriff, Detective, Dispatcher, Clerk, Administrative Assistant, Court Security Coordinator, Jailer-Corrections Officer, Corporal, Booking Clerk, Jail Maintenance Director, Sheriff's Confidential Secretary and all other employees.

### **ARTICLE 2** **DISCRIMINATION**

**Section 1.** The Employer and the Union agree that neither shall discriminate because of race, creed, color, sex, marital status, religion, political affiliation, or national origin as required by law.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

**Section 1.** Except as otherwise specifically provided herein, the Clare County Sheriff shall have the exclusive right to direct the work force, including the right to hire, the right to discipline or discharge as provided under this contract, the right to decide job qualifications for hiring, the right to decide who to lay-off in the event that the Board of Commissioners decides to reduce the number of employees in the bargaining unit, the right to make rules and regulations governing the operation of the Clare County Sheriff Department and the right to determine schedules of work, together with processes and manner of performing work.

**Section 2.** Rules established by the Sheriff shall be reasonable and shall relate to the performance of the employee's duties and shall not be applied in a discriminatory manner. It is recognized that rules governing off-duty conduct are related to the proper performance of Clare County Sheriff Department employee's duties.

**Section 3.**

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

B. **Retention of Right.** The Sheriff reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers and authority which the Sheriff and/or Board of Commissioners has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Sheriff and/or Board of Commissioners.

**ARTICLE 4**  
**MANAGEMENT SECURITY**

**Section 1.** The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Sheriff's Department in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Sheriff.

**ARTICLE 5**  
**UNION BARGAINING COMMITTEE**

**Section 1.** The Bargaining Committee of the Union will include not more than three (3) employees of the Clare County Sheriff Department and not more than two (2) non-employee representatives of the Union. Prior to any negotiation meeting between the Employer and the Union, the Union will furnish the names of all members of the Bargaining Committee to the Employer.

**Section 2.** There will be no discrimination against any employee because of his or her Union membership or his or her duties as a member of the Bargaining Committee and these duties shall be limited to only those enumerated in this Agreement.



**Section 3.** In the event that negotiation meetings are held at a time when an employee-representative would normally be on duty, one such employee will be paid at his/her regular rate of pay. When computing overtime pay for such employees, normal working hours spent in negotiation will be computed just as though the time was spent on duty; however, when negotiation meetings fall on the employee- representative's off-time, such employee shall not be compensated.

## **ARTICLE 6** **REPRESENTATIVE**

**Section 1.** One (1) Steward, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Steward leave his/her work for such purpose without first obtaining permission from his/her Supervisor. Any denial shall be for good reason. The Sheriff may require the Steward to investigate and/or present such grievance or grievances during other than working hours in the event that the Sheriff believes that the workforce cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

## **ARTICLE 7** **VISITS BY UNION REPRESENTATIVES**

**Section 1.** The Employer agrees that no more than three (3), unless more persons are approved by the Sheriff, accredited representatives of the Union, whether Local, State or National representatives, shall have reasonable access to the premises of the Sheriff Department, to conduct business relating to the administration of this Agreement. Such representatives shall give advance notice of their desired visit to the Sheriff or designee, who will arrange for the visit. Such visits shall not interrupt the normal work activity of the Department.

## **ARTICLE 8** **SPECIAL MEETINGS**

**Section 1.** Special meetings between the Employer and the Union may be held at any time both parties agree. Such requests must specify the item or items to be discussed and no other business, except that set forth in the request, may be discussed at such meetings.

**ARTICLE 9**  
**WAIVER**

**Section 1.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

**ARTICLE 10**  
**SUPPLEMENTAL EMPLOYMENT**

**Section 1.** Employees may engage in supplemental employment if they so desire; provided however, the following rules are complied with:

- A. Requests for permission to engage in supplemental employment shall be submitted to the Sheriff in writing; stating the proposed hours of work and nature of work.
- B. The employee's primary responsibility is to the County of Clare Sheriff Department. If, in the event of any emergency or need as determined by the Sheriff, the employee must be available for duty with the Department.
- C. That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties.

**ARTICLE 11**  
**WORK RULES**

**Section 1.** Any unresolved complaint as to the reasonableness of any new or existing rules and regulations, or any complaint involving discrimination in the application of new or existing rules and regulations shall be resolved through the grievance procedure.

**ARTICLE 12**  
**SENIORITY**

**Section 1. Seniority Definition.** Seniority shall be defined as the length of the employee's continuous service with the Clare County Sheriff Department, commencing from the employee's last date of hire. Rank seniority shall mean the length of continuous

service commencing from the date of the employee's service in that particular rank. The application of seniority shall be limited to the references specifically cited in this Agreement.

**Section 2. Probationary Period.** All new employees shall be considered probationary employees for a period of twelve (12) months, after which time their seniority shall be as of their date of hire. Until an employee has completed the probationary period, he/she may be laid off or terminated at the Sheriff's discretion without recourse to the grievance and arbitration procedure and shall be an employee at will. The Union shall represent probationary employees only for the purpose of collective bargaining in the respect to rates of pay, wages and hours of employment. There shall be no seniority among probationary employees.

Any absences in excess of ten (10) continuous work days shall extend the probationary period for a like amount of time.

**Section 3. Seniority List.** The Employer shall maintain a roster of employees arranged according to seniority showing name, rank and seniority date. An up-to-date copy of the seniority list shall be furnished to the Union upon request, not to exceed twice per year.

**Section 4. Rank Seniority.** The Employer shall maintain a roster of employees arranged according to rank seniority showing name, rank, and seniority date. An up-to-date copy of the rank seniority list shall be furnished to the Union upon any change of rank within the Clare County Sheriff Department.

**Section 5. Loss of Seniority.** An employee's seniority and employment with the Clare County Sheriff Department shall terminate for any of the following reasons within the sole discretion of the Sheriff, except as noted in (B) and (C), whose decision shall not be appealable or grievable:

- A. Employee resigns, quits or retires.
- B. Employee is discharged or terminated and not reinstated through the grievance procedure.
- C. Employee has been on lay-off or sick leave or leave of absence status for a period of time equal to his/her seniority at the time of such leave, or two (2) years, whichever is the lesser, excluding a duty occurred injury for which he/she is receiving Worker's Compensation benefits. The above shall result in automatic termination of employment rights and it shall not be appealable or grievable.

- D. Employee's failure to return to work at the expiration of the leave of absence, vacation, lay-off, or disciplinary action, for three (3) consecutive working days without notification and proper excuse to the Sheriff.
- E. Employee is convicted or pleads guilty or pleads no contest to a felony or misdemeanor punishable by more than ninety (90) days of imprisonment or O.W.I.
- F. Employee makes an intentionally false statement on his/her application or on an application for leave of absence, or any other official police report.

**Section 6. Seniority Accumulation.** Employees who apply for and are granted a personal leave of absence shall retain and continue to accumulate seniority while on such leave for a period of two (2) years or as provided under the certification section of Michigan Law Enforcement Officers Training Act. Employees on personal leave shall lose his or her seniority if he or she takes other full time employment while on such leave.

**Section 7. Transfer to Non-Bargaining Unit.** Employees covered by this Agreement who transfer from a classification covered by this Agreement to a non-bargaining unit position within the Clare County Sheriff Department, not included in this Agreement, shall retain his or her seniority but not receive additional seniority after the date of transfer.

## **ARTICLE 13** **LAY-OFF**

**Section 1. Definition of Lay-Off.** The word lay-off means a reduction in the working force. The Board of Commissioners determines whether there shall be a reduction in the work force.

**Section 2. Notification of Lay-Off.** The Employer agrees to give ten (10) days advance notification of lay-off and if possible to state in the notification the anticipated duration of the lay-off.

**Section 3. Lay-Off.** In the event that a reduction in the work force occurs, reductions shall be on the basis of inverse seniority in the classifications and ranks affected; provided, however, that the senior employees have the necessary training and experience and qualifications to perform the remaining available work and further subject to the sections below.

**Section 4. Lay-Offs.** The first employee to be laid off in a classification shall be:

- A. The employee with the least rank seniority in the rank (classification) affected, provided, however, that the remaining senior employees have the experience and ability and qualifications to perform the required work. Where the affected employees have the same rank seniority, the employees with the least seniority shall be laid off first. Further lay-offs from the affected rank shall be accomplished by inverse order of rank seniority, provided, however, that the remaining senior employees have the experience and ability and qualifications to perform the required work.
- B. Upon being laid off from his/her rank, an employee who so requests in writing to the Sheriff within forty-eight (48) hours after receipt of layoff notice, shall in lieu of lay-off, be demoted to the next lower rank in the bargaining unit or POAM non-supervisory bargaining unit rank in the Department in which he or she has greater seniority than the employee whom he or she is to replace for which he or she has the ability and experience and qualifications and certification to perform the required work.
- C. Subject to and contingent upon the Correction Unit's approval, as applicable, employees in lieu of layoff may be demoted to a lower rank within the Correction Unit, provided, however, that he/she has greater length of service in the Sheriff's Office than whomever he/she is replacing. Bumping out of the Unit shall be as agreed by the Correction Unit. If no agreement is in effect between the Non-Supervisory Unit and the Correction Unit, layoff shall be as provided in subsection B above.
- D. Employees who are demoted in lieu of lay-off shall initially be paid the same salary step in the range for the lower position to which he/she has been demoted.
- E. Employees may bump only to a position for which he/she is qualified as determined by the Sheriff, after having met with representatives from the bargaining unit. Disputes as to qualification may be resolved through the grievance procedure.
- F. Recall. Employees who are laid off or who are demoted in lieu of lay-off, shall be recalled to their former rank in order of their rank seniority when the work force is to be increased, provided that the employee has not lost his/her seniority.

**Section 5. Recall.** In the event that the work force is increased, recall to work shall be in the inverse order of lay-off from work as provided in Section 4 F. above.

**Section 6. Notification of Recall.** Notification of recall from lay-off shall be sent to employees by certified mail, return receipt requested. The notice shall set forth the date the re-called employee is expected to return to work and be mailed fourteen (14) days prior to that date. Employees who decline recall or who in the absence of extenuating circumstances, fail to respond within three (3) working days of the time set for return to work, shall be presumed to have resigned and their names shall be removed from seniority and referred eligibility lists.

**Section 7. Employer Discretion.** The Employer shall recall the classification and number of employees in each classification it deems appropriate.

## **ARTICLE 14** **DISCIPLINE AND DISCHARGE**

**Section 1. Discharge Notice.** The following applies to non-probationary employees only. The Sheriff agrees, upon the discharge or suspension of an employee, to notify in writing the employee and his/her Steward of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

**Section 2.** The discharged, suspended or disciplined employee will be allowed to discuss his/her discharge, suspension, or discipline with a Union representative and the Sheriff will make available an area where he/she may do so, before the employee is required to leave the premises of the Clare County Sheriff Department.

**Section 3. Just Cause/Prior Record.** The Employer shall only discipline or discharge for just cause. The employer shall apply the principles of progressive discipline where applicable. In imposing any discipline on a current charge, the Sheriff will not take into account any prior infractions which occurred more than two (2) years previously, provided that the employee has not received written discipline for the same or similar offense. The Sheriff will not impose discipline on any employee for unintentional errors or mistakes in his or her employment application. Fraud or intentional misrepresentation shall be grounds for discharge or suspension. Counseling or coaching shall not be considered discipline.

**Section 4. Suspension.** In the event an employee is suspended, he or she shall be taken off the payroll and shall turn in all departmental equipment. Suspension shall be used by the Department only as discipline or while awaiting criminal trial. In the event the employee is exonerated of the criminal charges causing the suspension, the employee may be reinstated and compensated for all back wages and benefits lost due to the suspension, as determined by the grievance procedure in the contract. Notwithstanding the above, nothing shall preclude the Sheriff from taking appropriate disciplinary action.

**Section 5. Reassignment.** The Clare County Sheriff may reassign an employee instead of taking one of the actions described above, until the investigation of a matter is complete. Acceptance of such reassignment is without prejudice nor does this Section mitigate any rights which the Sheriff otherwise has to assign officers. In the event of such reassignment, the employee shall be compensated at his/her regular rate of pay, if such reassignment is to a rank with a pay scale lower than the employee's regular rate.

**Section 6. Special Inactivation.** If any employee shoots, while in the line of duty, another person, either injuring or killing that person, that employee will be inactivated for a period of not less than three (3) days, except during periods of emergency; with all pay and benefits.

**Section 7. Inactivation.** Inactivation means that an employee may be taken off active duty up to ninety (90) days. Inactivation may be used by the Clare County Sheriff Department as a period of investigation. During this period, the employee will remain on the payroll and will retain all Departmental equipment with the exception of his or her department issued weapon if it is needed in the investigation, in which case it will be replaced with another department issued weapon until the investigation is complete. In no way shall inactivation be construed as punishment by the Clare County Sheriff Department. In the event that inactivation lasts longer than one (1) week, the Supervisor of the employee shall indicate the status of the investigation weekly to the employee.

## **ARTICLE 15** **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1. Definition of Grievance.** The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within ten (10) calendar days after the occurrence of the circumstances giving rise to the grievance, or ten (10) calendar days from the date when the employee should reasonably have been known of the occurrence. Any claims not conforming to the provision of this definition shall be automatically defined as not constituting a valid grievance.

**Section 2. Grievance Procedure.** All grievances shall be handled in the following manner.

**Step 1: Verbal Procedure.** If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within ten (10) days as outlined above, discuss it with the Sheriff or Undersheriff with the object of resolving the matter informally.

**Step 2: Written Procedure.**

- A. If the grievance is not satisfactorily resolved at Step 1, the employee shall reduce the grievance to writing and present it to the Sheriff within ten (10) days after the verbal discussion of Step 1.
- B. The grievance shall be dated and signed by the aggrieved employee and his/her Steward and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired.
- C. Within ten (10) days after the grievance has been appealed, a meeting shall be held between the Sheriff and/or his designee and the Union Steward and Grievant. Either party may have non-employee representatives present, if desired. In the event the meeting cannot be held within the ten (10) day period, the parties mutually agree that it shall be scheduled for a date mutually convenient for the parties without unreasonable delay.
- D. The Sheriff shall place his written answer on the grievance within ten (10) days following the meeting. In order for the decision to be binding at Step 3A, the answer must bear the signature of the Sheriff or his designee.
- E. Appeal from this step concerning disciplinary actions shall be to Arbitration, and grievances regarding economic provisions may be appealed to step 3.
- F. It is understood by all parties that neither the Sheriff or any command officer has the authority to bind the Board of Commissioners regarding economic issues. The economic consequences of a discipline such as suspension without pay or discharge shall not render a grievance subject to final control by the Board of Commissioners.
- G. The Sheriff retains the authority to finally decide all grievances and disciplinary actions.



**Step 3: Grievance Procedure for the Economic Provisions of the Contract.**

- A. In the event the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the County Board of Commissioners within ten (10) days following receipt of the Sheriff's written Step 2 answer.
- B. Within fifteen (15) days after the grievance has been appealed, a meeting shall be held between the Board of Commissioners, or a Committee of the Board designated to review grievances, and the Union. In the event the meeting cannot be held within the ten (10) day period, the parties mutually agree that it shall be scheduled for a date mutually convenient for the parties without unreasonable delay. Either party may have non-employee representatives present, if desired.
- C. The Board shall place its written answer to the appeal on the grievance within ten (10) days after the meeting and return the grievance to the Union Steward and a copy to the Business Agent.
- D. In order for the decision to be binding at Step 3B, the answer shall bear the signature of the County Board of Commissioners' designated representative.
- E. It is understood by all parties that the Board of Commissioners may not bind the Sheriff regarding discipline or non-economic issues.

**Section 3. Notice of Arbitration.** If the grievance is not satisfactorily resolved at Step 3, the Union may request arbitration by notifying the Employer in writing within thirty (30) days after the receipt of the Employer's answer in Step 3.

**Section 4. Time Limitations.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered resolved. If the time procedure is not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement of the parties in writing. Time limitations established in the grievance procedure shall exclude Saturday, Sunday and Holidays as provided within this Agreement and such other days the County of Clare Offices are closed.

**Section 5. Grievance Resolution.** All grievances which are resolved in the first steps of the grievance procedure, if the grievance has economic implications, must be approved by the Board of Commissioners before it shall be final. However, the Board of Commissioners does not have the authority to alter the decision of the Sheriff on a disciplinary matter.

**Section 6. Selection of Arbitrator.** If a timely request for arbitration is filed, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. The Employer and the Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first.

- A. Peter Jason
- B. Patrick McDonald
- C. Barry Brown
- D. Mario Chiesa

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Services or Michigan Employment Relations Commission, with the parties alternating in striking names from the list. Either the Employer or the Union may also request a second FMCS or MERC list instead of using the first list for selection.

The arbitrator's decision shall be final and binding on the Employer, the Union and Employee subject to Section 7. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

**Section 7. Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he/she shall at all times be governed wholly by the terms of the Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement, either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. It is the intent of the parties hereto that arbitration shall be used during the life of this Agreement to resolve the disputes which arise concerning the expressed provisions of this Agreement which reflect the only concessions which the Employer has yielded. The award of the arbitrator shall be retroactive no earlier than the date when the grievance was timely filed.

**Section 8. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing,

or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

If a state administrative or statutory officer rules that he/she does not have jurisdiction, the Employee may use the contractual remedy without prejudice.

## **ARTICLE 16** **WORK SCHEDULE**

**Section 1.** An employee shall be notified at least seven (7) calendar days prior to any change in his/her regular day off sequence, shift, or assignment except as provided below. An employee may elect to waive the above provision.

**Section 2.** In case of emergency, including staff shortages, the schedule may be modified as necessary to cover the work load.

**Section 3. Shift Selection.** Non-probationary, full-time employees in the Sergeant classification working a Road Patrol supervisory assignment shall be eligible for periodic shift preference. Shift preferences shall be exercised once every four (4) months and shall commence January 1, May 1, and September 1 of each year, unless another time frame is mutually agreed upon between Employer and the Union. Classification seniority shall be the primary basis in shift assignment. Available shift assignments for each four month period shall be posted twenty-eight (28) days in advance of the start of that scheduling period. The employees shall submit a request for shifts within two (2) weeks of the posting of available shift assignments. Any requests for the same shift assignment for three (3) consecutive shift scheduling periods will not be honored. Any employee who fails to submit a timely request shall forfeit his/her preference for that scheduling period and may be assigned any shift by the Department. Subject to the foregoing, the Sheriff will consider such requests that are presented in writing and shall grant such requests in accordance with classification seniority:

- A. Exceptions to shift selection may be made for the persons assigned to the school liaison, bike patrol, Act 416 Secondary Road patrol assignment, or Municipal/ Township contract law enforcement positions. The school liaison officers shall bid during the May 1st shift selections and the bike patrol officers shall cover the selected shifts during that shift period while school is

in session and the school liaison officers shall assume the shift when school is not in session.

- B. When operational considerations (including, but not limited to, emergencies, staffing shortages, and extended training) require the presence of a particular officer on a given shift, the Sheriff may assign or re-assign officers as required to meet the needs of the Department.

In the event the Sheriff determines the need to assign an employee from one shift to another and it is necessary to replace the employee who was reassigned, volunteers will be sought. If there are not any volunteers to take the place of the reassigned employee, the selection will be made by seniority from the shift having an extra person with the junior person in that shift being assigned.

- C. Notwithstanding any contrary provision in this contract, no employee shall be eligible for overtime as a result of a shift change.

**Section 4.** The Sheriff retains the right, solely and exclusively, to determine, within his discretion, how many officers shall be on each shift.

## **ARTICLE 17** **MEAL PERIODS AND WORK BREAKS**

**Section 1.** One (1) meal period shall be taken at those times that will provide minimal interference with regular performance of the employee's assigned duties. Any employee partaking in a meal period shall immediately return to the regular performance of his/her assigned duties upon receipt of any Departmental request for his/her services, without delay. Time spent on meals shall be considered as time worked and all employees shall be compensated accordingly. Meal periods shall not exceed one-half (½) hour. Breaks and meal periods cannot be taken at the beginning or end of a shift unless authorized by a command officer. Work breaks may be taken pursuant to rules and regulations issued by the Sheriff.

## **ARTICLE 18** **CLAIMS**

**Section 1.** The Employer agrees to repair or replace any damaged or destroyed employee's personal property, provided, however, such damage or destruction was incurred in the line of duty and the employee has the permission of the Sheriff to use the equipment and such damage or destruction was not due to the negligence of the employee. The Employer's obligation hereunder to pay for same shall be a reasonable amount.

**ARTICLE 19**  
**TRAINING**

**Section 1.** The Employer may schedule as much training for employees whenever practical and economically feasible and the Employer shall pay for all assigned training.

**ARTICLE 20**  
**INOCULATIONS**

**Section 1.** The County of Clare agrees to pay for all inoculations for employees of the Clare County Sheriff Department that are necessary as a result of duty if not covered by the employee's health insurance.

**ARTICLE 21**  
**FIREARMS**

**Section 1.** All full time employees of the Clare County Sheriff Department who are sworn in Michigan Commission on Law Enforcement Standards (MCOLES) certified law enforcement officers, shall be issued and armed with one (1) Department approved firearm. This will be at no cost to the officer.

**Section 2.** The weapon shall be returned to the Employer upon the officer leaving employment with the County as a certified police officer. The County of Clare shall retain ownership.

**Section 3.** For Michigan Commission on Law Enforcement Standards (MCOLES) certified law enforcement officers hired prior to June 2, 1999, the officer shall be paid \$565.00 on the first pay period after their anniversary date. If an officer terminates his or her employment prior to their anniversary date payment, they shall receive a pro-rated payment. Effective October 1, 2011, this allowance payment will cease. A pro-rated payment shall be made to cover the time period from the employee's last anniversary date prior to October 1, 2011, and the termination date of this allowance, being October 1, 2011.

**ARTICLE 22**  
**DRY CLEANING**

**Section 1.** Each regular full time employee required to wear a uniform shall be paid up to five hundred dollars (\$500.00) on the first pay period after their anniversary date for uniform cleaning. The five hundred dollars (\$500.00) shall be prorated to January 1 of each year on new hires or employees off work for more than forty (40) work days within a calendar year, excluding holidays and vacation. Effective October 1, 2011, this allowance payment will cease. A pro-rated payment shall be made to cover the time period from the

employee's last anniversary date prior to October 1, 2011, and the termination date of this allowance, being October 1, 2011.

## **ARTICLE 23** **VACATIONS**

**Section 1.** All full-time employees shall be granted annual leave in accordance with the following provisions; and while absent from work, while on such leave days, shall receive all pay, allowances and other benefits as though the employee were working their regular shifts.

### **Section 2.**

A. An employee who has completed one (1) year of consecutive service with the Clare County Sheriff Department will receive forty-eight (48) hours annual leave. After two (2) years of consecutive employment, employee shall receive ninety-six (96) hours of annual leave. After five (5) years of consecutive employment with the Clare County Sheriff Department, employee shall receive one hundred forty-four (144) hours of annual leave. Holidays falling within a vacation period shall not be counted as vacation leave, but as paid holidays.

B. Vacation leave shall accrue at the rate of eight (8) hours increments.

Example: An officer working an eight (8) hour shift with more than five (5) years of service earns eighteen (18) eight (8) hour vacation days (144 hours) annually. However, with ten (10) hours shifts, this will be the equivalent of 14.4 ten (10) hour days.

**Section 3.** All requests for vacations will be made on the basis of seniority and not to exceed twelve (12) consecutive working days; exceptions may be made to this policy with the approval of the Sheriff or his designee.

**Section 4.** Employees can have an accumulation of one-half (1/2) of his or her regular vacation time transferred from year to year. If an employee requests a vacation and is denied and the vacation cannot be rescheduled, the employee will be paid for such unused days at the regular hourly rate of pay. Vacations will be submitted by March 1st for approval and scheduling by the Sheriff.

**Section 5.** No more than one person shall be gone on vacation at any one time, unless with the approval of the Sheriff, or his designee.

**Section 6.** After March 1st, vacation requests shall be submitted to the Sheriff or his designee for approval at least ten (10) days prior to the date the employee intends to begin his/her vacation.

**Section 7.** On retirement or leaving the Department under honorable conditions with fourteen (14) days written notice to the Sheriff or his designee, the employee shall be paid for his/her unused vacation days at the regular rate of pay.

## **ARTICLE 24** **EMERGENCY AND PERSONAL LEAVE DAYS**

**Section 1.** An employee shall be granted up to forty (40) work hours leave with pay, in the event of death or critical illness of any of the following immediate family members: parents, parents-in-law, grandchildren, children, spouse, brothers and sisters. These days shall not accumulate.

**Section 2.** Employees shall be granted up to one (1) emergency leave work day with pay for the purpose of attending funerals of any of the following other close relatives: aunt, uncle, niece, nephew, sister-in-law, brother-in-law or grandparents. These days shall not accumulate.

**Section 3.** The employee shall be allowed twenty-four (24) hours with pay for the purpose of conducting personal business. This time may be taken in half or whole work day increments, but not more than one work day at a time. This leave time shall not accumulate.

**Section 4.** The employee shall give the Sheriff or his designee at least twenty-four (24) hours notice of his/her intention to take a personal day in writing and obtain the approval of the Sheriff.

**Section 5.** Emergency leave and personal leave shall be considered as emergency situations in regards to the provision of Article 16.

## **ARTICLE 25** **EDUCATIONAL LEAVE**

**Section 1.** Educational leave may be granted at the discretion of the Employer and will be considered on an individual basis. If part time work is available the employee may be granted the position. The employee may continue his/her health and life insurance benefits, if he or she makes payments for said insurance under the group plan.

**ARTICLE 26**  
**BULLETIN BOARDS**

**Section 1.** The Employer shall provide a bulletin board at the Clare County Sheriff Department for use by the Union exclusively. It shall not be used to demean or criticize.

**ARTICLE 27**  
**WAGE SCHEDULE**

**Section 1.** The wage rates are attached hereto, labeled Attachment B, and are incorporated into this contract.

**ARTICLE 28**  
**OVERTIME**

**Section 1.** Overtime shall be paid at the rate of time and one-half (1-1/2) the employees' regular hourly base rate of pay for work performed in excess of ten (10) regular shift hours in any twenty-four (24) hour period or in excess of eighty (80) hours in any pay period.

**Section 2.** Overtime worked in excess of the limits stated above as a result of normal shift changes or as a result of authorized changes in days off, shall be paid at the regular rate.

**Section 3.** Overtime shall be rotated throughout the Department for full-time employees in the same classification, and the Employer will keep a monthly and annual tally of said overtime. However, when overtime is refused by a full-time employee, he/she shall be credited with the refused overtime.

**Section 4.** Payment of overtime wages shall be paid with the regular bi-weekly wages for dates worked.

**Section 5.** There shall not be any pyramiding or compounding of overtime.

**Section 6. Compensatory Time.** In lieu of receiving overtime pay, the Employer and the employee may agree to the employee receiving compensatory time for overtime earned under Section 1 above. An employee will not be allowed to accumulate more than eighty (80) hours of compensatory time off. Compensatory time in excess of eighty (80) hours will be paid in the pay period immediately following the period in which the excess compensatory time is earned. Compensatory time may be used at times mutually agreed between the employee and the Employer.



**ARTICLE 29**  
**COURT TIME**

**Section 1.** Time spent in any legal proceeding by an employee shall be considered as time worked where such time spent in such legal proceeding is the result of or arose from the performance of an employee's duties. Where such time spent in any legal proceedings occurs at a time other than regular working hours, such time spent in that legal proceeding shall be considered as overtime worked and the employee shall be compensated accordingly, provided, however, when actual overtime hours spent in any legal proceeding is less than two (2) hours, compensation shall be a minimum of two (2) hours overtime pay if it is more than thirty (30) minutes to the start or end of an employee's shift. Subpoena fees and mileage fees, if any, shall be refunded to the County.

**ARTICLE 30**  
**TIME SPENT AT DEPARTMENTAL MEETINGS**

**Section 1.** Time spent at Departmental Meetings as deemed necessary by the Employer, shall be considered as time worked where such time spent in such meetings is during the employee's normal working hours. Where such time spent in a Departmental Meeting occurs at a time other than the employee's regular working hours, such time spent shall be compensated at the regular rate of pay, provided, however, when such actual time spent in any Department Meeting is less than two (2) hours, and the employee is called back to work after leaving the premises, compensation shall be a minimum of two (2) hours at the regular rate of pay.

**ARTICLE 31**  
**SICK LEAVE AND SICK PAY**

**Section 1.**

A. Sick leave shall be accumulated at the rate of eight (8) hours each calendar month of service.

B. Sick leave shall continue to accrue at the rate of eight (8) hours with pay for each completed month of service. The word (days), as used throughout the contract, shall mean eight (8) hours (e.g., sick days, holidays, and personal days).

**Section 2.** After the accumulation of 560 hours sick leave, an employee shall be paid sixty-five (65%) percent of all sick leave accumulated over the 560 hours limit at his or her regular wage rate for that year to be paid on the first payday after their anniversary date. All the remainder of sick leave over 560 hours shall be lost.

**Section 3.** An employee may have time lost when on sick leave charged to his/her accrued annual leave once his/her accumulated sick time is exhausted.

**Section 4.** Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

**Section 5.** All sick leave used shall be verified by the employee with evidence as his/her Supervisor may require which could include a doctor's verification. The Supervisor may only require verification when he/she has reasonable cause to believe that an employee is abusing sick time.

**Section 6.** The Sheriff may require that an employee present medical certification of his/her physical or mental fitness to continue working.

**Section 7.** The Sheriff reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of leave of absence including but not limited to vacation, sick leave, or layoff. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Sheriff or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be paid by the Employer if not covered by the employee's insurance. On the basis of said examination, the Sheriff shall take appropriate action.

**Section 8.** Employees that retire and immediately receive County Municipal Employee Retirement System Benefits will be paid for 50% of their unused sick leave, up to maximum of 280 hours.

## **ARTICLE 32** **LONGEVITY PAY**

**Section 1-A.** Longevity pay shall be calculated from the employee's date of hire and according to the following schedule. For employees hired prior to January 1, 1986, there shall be a cap of \$2,800.00 each calendar year.

After 3 years service - 2 1/2% of total base pay  
After 7 years service - 5% of total base pay  
After 10 years service - 7 1/2% of total base pay  
After 15 years service - 10% of total base pay  
After 20 years service - 12 1/2% of total base pay

**Section 1-B.** Employees hired on or after January 1, 1986, shall receive longevity payable at the following schedule with a cap of \$1,650.00 each calendar year.

After 3 years service - 2% of total base pay  
After 7 years service - 4% of total base pay  
After 10 years service - 5% of total base pay

**Section 1-C.** Employees hired on or after January 1, 1989, shall not be eligible and shall not receive longevity.

**Section 2.** Longevity pay will be paid on the first pay period after their anniversary date each calendar year.

### **ARTICLE 33** **HOLIDAYS**

**Section 1. General Provisions.** In the event a Holiday occurs on a day not scheduled to work, such employee will be paid for the Holiday at the regular rate of pay and shall be paid in the pay period in which the Holiday is celebrated.

**Section 2.** Holidays paid include the following:

#### **Full Paid Holidays**

- 1) New Year's Day (January 1st)
- 2) Martin Luther King's Birthday (3rd Monday in January)
- 3) Presidents Day (3rd Monday in February)
- 4) Memorial Day (Last Monday in May)
- 5) Fourth of July (July 4th)
- 6) Labor Day (First Monday in September)
- 7) Veteran's Day (November 11th)
- 8) Thanksgiving Day (4th Thursday November)
- 9) Friday After Thanksgiving Day
- 10) Christmas Eve (December 24th)
- 11) Christmas Day (December 25)
- 12) New Year's Eve (December 31<sup>st</sup>)

**Section 3.** Employees not working a holiday shall receive eight (8) hours of holiday pay at the regular rate. Employees working the holiday shall be paid one and one-half (1-1/2) times his or her regular rate of pay for all Holiday hours worked in addition to the eight (8) hours of holiday pay.

#### **ARTICLE 34** **PAYROLL DEDUCTION**

**Section 1.** The Employer agrees to deduct from the wages of its employees, covered by this Agreement, dues and service fees uniformly required by the Union, provided the Union first furnishes to the Employer an authorization for the check-off of dues and service fees, signed by the employee involved. Upon deduction, the Employer shall remit such deductions to the authorized representative of the Union on or before the fifteenth (15th) day of each month. Deductions shall commence the first full month following receipt by the County of Clare of the signed check-off authorization.

#### **ARTICLE 35** **DUES DEDUCTION**

**Section 1.** The County of Clare shall deduct Union dues upon receipt of authorization of members of the Union who shall sign deduction form cards to be supplied by the Union. The County of Clare shall forward to the Financial Treasurer of the Union such deductions each month following the month of deduction.

#### **ARTICLE 36** **AGENCY SHOP**

**Section 1.** The Clare County Sheriff Department shall have an Agency Shop.

**Section 2.** As a condition of continued employment, all employees included in the collective bargaining unit, within thirty (30) days from the date of their employment with the Clare County Sheriff Department shall become members of the Union or pay a service fee to the Union for the duration of this Agreement. Employees shall be deemed to be in compliance with this section if they are not more than thirty (30) days in arrears in payment of membership dues or service fees, whichever is appropriate.

**Section 3.** Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of their continued employment, to become members of the Union or pay a service fee to the Union for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment within the unit.

**Section 4. Save Harmless.** In the event the Employer, acting at the request of the Union, discharges or attempts to discharge an employee for failure to comply with Article 34, 35 or 36, the Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits, expenses or other forms of liabilities of whatsoever kind and nature that shall arise out of the action taken by the Employer of the purpose of complying with the provisions of the Agreement.

**Section 5.** Employees are free to join or not to join the Union.

**Section 6.** The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

All check-off authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no check-off shall be made until such deficiency is corrected.

Any person who becomes an employee of the Clare County Sheriff's Department, and is covered by this Agreement who is not a member of the Union and who does not make application for membership within thirty (30) calendar days from the date of employment shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the County is otherwise notified by the Union in writing within said thirty (30) calendar days.

The Employer shall only check-off obligations, which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

**Section 7.** The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees to be deducted from the wages of employees in accordance with this contract. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

**ARTICLE 37**  
**SAFETY COMMITTEE AND NON-BARGAINING UNIT PERSONNEL USE**

**Section 1.** The Clare County Sheriff Department shall have a Safety Committee consisting of three (3) members of the COAM Command Bargaining Unit and other bargaining unit representatives at the Clare County Sheriff Department to bring safety concerns to the attention of the Sheriff.

**Section 2.** When there is enough manpower available, patrol units will be staffed by two (2) certified law enforcement officers.

**Section 3.** Notwithstanding the above or any contrary provision, the Sheriff may use non-bargaining unit persons to perform police functions in the same manner as he has in the past.

**ARTICLE 38**  
**RETIREMENT**

**Section 1.** The Clare County Sheriff Department's retirement plan is with the Michigan Municipal Employees Retirement System, Reciprocal Plan, B2 Base with F55 Benefit Program payment. Effective thirty (30) days after execution of the contract by both parties in 1994, the Employer shall provide the MERS B-3 plan with the F55 Benefit Program payment. There shall be a \$4,500.00 cap on the Employer's contribution per employee per year.

Effective June 1, 1998, the Employer shall provide the F55 Benefit Program with 20 years at Employer cost. (Employees continue to pay their current cost for retirement.)

**Section 2.**

- A. The Bargaining Unit may purchase at employees cost 25 years without age rider, or other improvements during the term of this Agreement.
- B. In the fourth year of the contract, the employer agrees to request an actuarial study for a 25 years and 50 years of age benefit with said costs of the study to be paid by the bargaining unit.
- C. The Employer agrees to offer an early out retirement benefit plan window that was offered in the August-September, 2004 (F20) upon a written request from the bargaining unit during the life of the contract.

For an employee retiring under the window as an alternative to the amounts paid for retiree health insurance under Article 40, Section 3 the Employer will pay:

20 or more years of service with Clare County = up to \$255.00 per month for the first 10 years after retirement and thereafter cease.

25 or more years of service with Clare County = up to \$300.00 per month for the first 10 years after retirement and thereafter cease.

30 or more years of service with Clare County = up to \$340.00 per month for the first 10 years after retirement and thereafter cease.

The employee retiring under the window offered under this subsection must make the decision under which retiree health insurance plan they wish to participate prior to retirement. The other qualifications and requirements under Article 40, Section 3 shall remain applicable.

### **ARTICLE 39** **LIFE INSURANCE**

**Section 1.** The County of Clare shall provide, fully paid to each employee, insurance coverage of life, dismemberment and disability waiver of premium, in the amount of twenty thousand dollars (\$20,000.00) and double indemnity coverage in this amount in the event of accidental death on or off the job.

**Section 2.** Forms will be made available to employees by the County of Clare whereby employees can designate a beneficiary on his or her life insurance coverage and in the event no beneficiary is designated, the policy will be payable to the employee's estate.

### **ARTICLE 40** **MEDICAL AND HOSPITALIZATION INSURANCE**

**Section 1. Medical Insurance.** Full-time, regular employees and their spouse and their dependents are eligible for medical insurance as stated below. Health insurance shall commence for new hires approximately ninety (90) days after employment excepting that health insurance shall commence upon the date of hire as a regular full-time employee if that employee was previously employed performing bargaining unit work as a temporary employee for a minimum of sixty (60) days of work immediately prior to being hired as a regular full-time employee. The Employer's obligation to pay the premiums on the medical insurance does not include nor cover children of the employee over age nineteen (19), unless required by law.

**Section 2. Plans.**

- A. The County health insurance plan upon ratification of this Agreement shall be the plan set forth in Attachment C.
- B. The County will not offer dual health insurance to county employees so an employee is covered both as an employee and as a dependent under the County's health insurance plans. The carrier of the health insurance will be at the employee's discretion.

**Section 3. Premiums.**

- A. The Employer agrees to pay the premium for eligible full-time employees, their spouse and their dependents for the above medical and hospitalization coverages outlined in subsection #2 through July 2012, and up to the premium rates in effect in July of 2012. If there are any premium costs above the premium rates in effect in July of 2012, the employee shall pay fifty percent (50%) through payroll deductions and the Employer shall pay fifty percent (50%) of the costs above the July 2012 premium rates.
- B. If the County becomes aware that the insurance premium costs will increase so that the premiums may require additional employee co-pays, the County will notify the Union, and the Union shall have the right to meet and review with the Employer options they could avoid or reduce such co-pay costs.
- C. The Board of Commissioners reserves the right to change carriers, provided that the same basic coverage remains. The Employer shall give thirty (30) calendar days prior notice to the Union before it changes insurance carriers.
- D. Full-time employees electing not to receive the above stated health insurance coverage shall receive the payment arrangements stated in Attachment A. Employees electing such payment may be required to sign a waiver form supplied by the Employer. No other benefits or payment shall be provided to employees receiving or electing not to receive health insurance benefits. Attached hereto labeled Attachment A, is the health insurance reimbursement policy, which is incorporated into this contract.
- E. Health Care Cost Containment Committee. The Employer and the Union recognize the rapidly escalating health care costs, including the



cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. The parties hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement. The Committee shall be subject to the following provisions:

- a. The Committee shall be comprised of not less than one (1) or more than two (2) representatives from the Employer, from the non-union/elected officials, and from the each participating Union.
- b. The Union representatives shall be granted time off as is reasonably necessary to complete the foregoing.
- c. The Committee shall meet as soon as projected new insurance rates are available at the mutually agreed upon times between the Employer and the Unions. Minutes of each meeting shall be taken.
- d. This Committee may provide recommendations as to the Health Insurance Program options for each year of this Agreement after July 2012.

**Section 4. Health Insurance for Retirees.** The above health insurance may be continued by a person who retires from County employment by paying premiums quarterly, in advance, to the County Clerk's Office. Retiree is defined as being eligible under the MERS program guidelines to retire and receive retirement benefits from the County immediately. The County will contribute towards the retiree health insurance premiums for retirees, as defined above, that met the following criteria up to the specified amounts:

20 or more years of service with Clare County = up to \$150.00 per month  
25 or more years of service with Clare County = up to \$175.00 per month  
30 or more years of service with Clare County = up to \$200.00 per month

In the event Blue Cross/Blue Shield does not permit retirees to remain on the Plan listed in Attachment C after leaving active County service, County will offer the Blue Cross/Blue Shield CMM with \$250 deductible 80/20 with a \$1000 stop loss in lieu of the Attached C coverage for retirees elected to obtain coverage through the County. When an "Active Employee retires" and becomes eligible for Medicare Parts A and B, the Clare County Employee Health Benefit Plan shall become secondary and Medicare shall become primary. This also applies to any covered dependent of the retiree who becomes eligible for Medicare.

**Section 5. Health Insurance Coverage for Laid Off Employees.** Health insurance will be continued by the Employer for a laid off employee for two (2) months following layoff.

**ARTICLE 41**  
**FALSE ARREST INSURANCE**

**Section 1.** The County of Clare shall provide, fully paid to each employee, full coverage, no deductible, false arrest insurance at the coverage of five hundred thousand dollars (\$500,000.00) per incident or aggregate.

**ARTICLE 42**  
**AMBULANCE SERVICE**

**Section 1.** The Employer shall subsidize an ambulance service for the employees and their family at no cost to the employee as per agreement with the ambulance services. Effective October 1, 2011, this allowance payment will cease.

**ARTICLE 43**  
**WORKERS' COMPENSATION**

**Section 1.** In the event that an employee of the Clare County Sheriff Department sustains an occupational injury or illness, he/she shall be covered by applicable Workers' Compensation Laws.

**Section 2.** The County of Clare shall pay to an employee who sustains an occupational injury or illness, as supplemental to Workers' Compensation benefits, such amount as shall be necessary to provide such employee a weekly combined Workers' Compensation benefits and supplement income equal to one hundred percent (100%) of his/her regular salary (regular, non-overtime work schedule) provided, however, such payments shall terminate at such time when Workers' Compensation benefits are terminated or when such payments have been or benefits paid for a full six (6) month period.

While an employee is receiving workers' compensation payments they shall be able to accrue sick leave for the first six (6) months only, i.e., not more than 6 months. Such employee shall not receive and shall not accrue vacation, holiday pay, cleaning, gun allowance (and sick leave after 6 months) while on workers' compensation. Health insurance shall continue while the employee is on workers' compensation.

If an employee is on workers' compensation for more than 6 months, he/she shall be able to supplement their workers' compensation payment by using their accrued and

banked sick leave and/or vacation so as to receive the same salary (regular, non-overtime work schedule) they would have received if not on workers' compensation.

No anniversary step increase shall be given to an employee receiving workers' compensation. Upon return to work, any step increase shall be given which the employee would have received if not on workers' compensation (no retroactive pay).

**Section 3.** In the event an employee is injured on the job and is off work for less than seven (7) days under an undisputed workers compensation claim, the employer agrees to pay an employee's time off at the rate that the employee would receive under workers compensation if the time off work had been for more than seven (7) days.

#### **ARTICLE 44** **LEGAL COUNSEL**

**Section 1. Provisions for Legal Counsel.** Whenever any civil claims are made or any civil action is commenced against an employee of the Clare County Sheriff Department for injuries to persons or property caused by alleged negligence and/or good faith acts of the employee in the performance of his/her duties and while in the course of his/her employment and while acting within the scope of his/her authority, the Employer will pay for, engage, or furnish the services of an attorney to advise the officer as to the claim, to appear for and to represent the employee in the action; provided that exempt from application of this provision is any conduct or action of an Officer who is under the influence of intoxicants or drugs, or any criminal activity, or dishonest, fraudulent or malicious acts.

The Employer may compromise, settle and pay any claim before or after the commencement of any civil action.

The Employer will make the selection of the attorney or attorneys to represent officer as outlined above.

#### **ARTICLE 45** **PLAIN CLOTHES ALLOWANCE**

**Section 1.** Plain clothes officers and Detectives, shall receive from the County of Clare five hundred dollars (\$500.00) each year as clothing allowance.

**Section 2.** Clothing allowance shall be made available to officers by the County of Clare on the first pay period after their anniversary date in separate checks.

**Section 3.** Effective October 1, 2011, this allowance payment will cease. A pro-rated payment shall be made to cover the time period from the employee's last anniversary

date prior to October 1, 2011, and the termination date of this allowance, being October 1, 2011.

**ARTICLE 46**  
**PAYMENT OF ALLOWANCES**

**Section 1.** The Employer will issue two (2) checks on the first pay period after their anniversary date: one being for normal compensation and the second for "Fringe Benefit payments" for annual allowances provided for under this agreement (if the employees are entitled to same). The Employer agrees to use the IRS Annual Rate Schedule for Federal Tax Deductions for the "Fringe Benefits" checks if permitted by the IRS. This will apply to all employees. The COAM shall indemnify and save the Employer harmless against any and all liability in the event that the above is held to be impermissible.

**Section 2.** All Holidays either worked or not worked will be paid in the pay period that the Holiday falls in.

**Section 3.** Effective January 1, 2006, the County will convert from the 1<sup>st</sup> pay period in December to a payment on an employee's anniversary date for allowances (firearms, dry cleaning, sick pay and longevity pay).

**ARTICLE 47**  
**JURY DUTY**

**Section 1.** Full-time employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least three-fourths (3/4) hours remaining of scheduled work, except for jury duty at the Federal Court in Bay City. In such event (Bay City Federal Court jury duty) they shall return to work if released with three (3) hours left in their work day. Employees shall submit evidence of attendance at jury duty upon request.

**ARTICLE 48**  
**SAVINGS CLAUSE**

**Section 1.** If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 49**  
**GENDER CLAUSE**

**Section 1.** Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa, except for maternity leave.

**ARTICLE 50**  
**MILITARY RESERVE TRAINING**

**Section 1.** A full-time non-probationary employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of total amount of Government base paid wage received for this service during this period. If such Government wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

**Section 2.** If a full-time employee within the National Guard or Reserves is called to active duty, the employee shall enroll in military health insurance coverage for their dependents upon his/her activation. The Employer shall continue Health Insurance benefits for the full-time employee's dependents until the employee's dependents are enrolled in the military health insurance, provided however, County continued coverage shall not exceed ninety (90) days.

**ARTICLE 51**  
**FAMILY AND MEDICAL LEAVE ACT**

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

**ARTICLE 52**  
**DUTY DEATH**

In the event of an employee's death arising out of, or in the course of, an employee's actual performance of duty with the County for which the employee's beneficiaries are entitled to a duty-death retirement under the Michigan Municipal Retirement System and survivor benefits under the Michigan Workers' Compensation law, the surviving dependents of such employee shall be entitled to the following benefits:

- A. The deceased employee's spouse or dependents shall be entitled to payment for unused accumulated vacation time on the same basis as retirees under Article 23, Section 7 of the collective bargaining agreement.
- B. The deceased employee's spouse or dependents shall be entitled to payment for 100% of their unused sick leave, up to maximum of 280 hours, on the same basis as retirees under Article 31, Section 8 of the collective bargaining agreement.

- C. The County, for up to 36 months after the employee's death, shall contribute towards the County group health insurance program premium for the deceased employee's spouse and dependents up to the same amounts provided active employees in the same classification as the deceased employee, subject to the following contingencies:
- (1) The continued health insurance coverage and premium contribution under the County's group health insurance plan shall be only for the spouse and/or dependents that were under the County's health insurance plan at time of the employee's death.
  - (2) The continued health insurance coverage and premium contribution will be permitted only if the covered dependents exercise their right to elect continued coverage under the federal COBRA legislation to permit their participation under the County group health insurance plan.
  - (3) The continued health insurance coverage and premium contribution will be contingent upon the appropriate premium co-payments being made to the County by the covered dependents on the same basis as that required of active employees under the same insurance program.
  - (4) The County's premium contribution shall cease as to any covered dependents if that dependent becomes eligible for health insurance coverage through another source.
  - (5) The continued dependent health insurance coverage and employer premium contribution for such group insurance coverage shall be contingent upon the group health insurance carrier permitting the same.

**ARTICLE 53**  
**DURATION OF AGREEMENT**

This Agreement shall be effective on the 1<sup>st</sup> day of October, 2010, unless otherwise provided herein and shall continue in full force and effect through September 30, 2013.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to its expiration of their desire to modify or alter the Agreement. If such notification is given, this Agreement shall remain in full force and effect until such time a new retroactive Agreement is executed.

**Section 2. Local Governmental and School District Fiscal Accountability Act.**

A. To the extent required by MCL 423.215(7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Governmental and School District Fiscal Accountability Act.

B. Inclusion of the language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union or the Employer to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's or the Employer's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2011.

**EMPLOYER**

**CLARE COUNTY BOARD OF COMMISSIONERS**

By Donald David  
Donald David, Chairperson

By Mary L. Bryan

**CLARE COUNTY SHERIFF**

By John Wilson  
John Wilson, Sheriff

**UNION**

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

Pat Spidell #

Justin McFiein

Michael W. Coe

## **ATTACHMENT A**

### **HEALTH INSURANCE REIMBURSEMENT POLICY**

Full-time employees employed after ratification of this agreement by the Union and the County Board of Commissioners who elect not to take health insurance shall be eligible to receive Two Hundred Sixty-Seven No/100ths Dollars (\$267.00) per month for each month they waive all medical insurance coverages.



**ATTACHMENT B**

**WAGE SCALES**

**Section 1. Wages.**

<b>SERGEANTS</b>		<b>LIEUTENANTS</b>	
10/1/2010	\$45,361.77	10/1/2010	\$47,751.44
	\$21.81		\$22.96
10/1/2011	\$46,269.01	10/1/2011	\$48,706.47
	\$22.25		\$23.42

Effective October 1, 2012, increase wages the same amount as determined to be the allowable cost of living increase for 2012 on homestead properties under the State's property tax laws, as determined by the State of Michigan Department of Treasury, but not to exceed 3%.

Effective from and after October 1, 2011, the Detective Sergeant shall be paid \$1,000.00 over the Sergeant's scale.

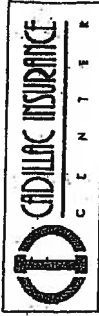
*To convert the annual salary of an employee to an hourly rate, divide the annual salary by a factor of 2,080.*

There shall only be up to a total of five (5) Sergeants in the Unit.

There shall only be up to a total of three (3) Lieutenants in the Unit.

**Section 2.** Payment of wages to all bargaining unit employees will be on a bi-weekly basis.

**Section 3.** Any promoted employee of the Clare County Sheriff Department shall be placed on a probationary period of twelve (12) months from the date of said promotion, this probationary period may be extended up to fifteen (15) months, from the date of said promotion in the Clare County Sheriff Department. Promotions within the Clare County Sheriff Department shall be up to the discretion of the Clare County Sheriff.



**Clare County- (Active & Retirees)**  
 Health Benefit Summary Sheet – with HRA

Community Blue PPO 15		HRA Plan
Deductible	\$5,000 - single/\$10,000 family in-network deductible*	None
% Co-pay	20%	0%
20% Copayment Out-of-pocket maximum	\$2500 - single/\$5,000 family in-network copayment*	None
Office Visit	\$40	Reimburse down to \$* 10
Emergency Room Copay	\$150*	Reimburse down to \$50
Prescription Drugs	\$10 Generic \$60 Brand Name Mail Order \$10 Generic/\$60 Brand Name	\$10 Generic (no reimbursement on generic) \$40 Brand Name Mail Order \$10 Generic/\$40 Brand Name
Other Riders	Contraceptives included Lifestyle Drugs included	Contraceptives included Lifestyle Drugs included
Vision BCBS	Eye Exam – every 24 months Lenses/Contacts – every 24 months Glasses – every 24 months	See Benefits at a Glance for further coverage information on vision allowance & out of network coverage
Dental Delta	Preventative-50% coverage Restorative- 50% coverage Major Services- 50% Coverage \$800 Maximum	See Benefits at a Glance for further coverage information on vision allowance & out of network coverage
Lincoln Financial** Life and AD&D		

\*See Benefits-at-a-Glance for a complete benefit listing  
 \*\* Retirees not eligible for this benefit