

AGREEMENT

between

**CLINTON COUNTY BOARD OF COMMISSIONERS
and the SHERIFF OF CLINTON COUNTY**

and

**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**

2006-2008

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AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of February, 2006, by and between the CLINTON COUNTY BOARD OF COMMISSIONERS and the SHERIFF OF CLINTON COUNTY, together hereinafter referred to as the "Employer," and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union."

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County, the Sheriff, and employees in the bargaining unit covered by this Agreement.

The parties recognize that the interest of the County and the job security of the employees depend upon the County and the Sheriff's success in establishing proper services to the County.

To these ends, the County, Sheriff, and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

1.1: Collective Bargaining Unit. The Employer recognizes the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the Employer in the following-described unit:

All full time supervisory employees of the Clinton County Sheriff's Office classified as Sergeants and Lieutenants, BUT EXCLUDING Sheriff, Undersheriff, Jail Administrator, Administrative Clerk, Chief Deputy, Captains, Cooks, clerical employees, part-time and seasonal employees, Animal Control Officers, Deputies, and Dispatch-Correctional Officers (hereinafter the "employees").

ARTICLE II REPRESENTATION

2.1: Collective Bargaining Committee. The Employer recognizes a collective bargaining committee of the Union comprised of not more than two (2) employee

representatives. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the grievance procedure. In the absence of a collective bargaining committee member, an alternate shall act in his stead. Members of the collective bargaining committee shall also meet with County officials and the Sheriff for the purpose of negotiating modifications to this Agreement. The Union shall furnish the Employer in writing the names of its collective bargaining committee members and alternates before they shall be recognized.

2.2: Reporting. When it is necessary for a collective bargaining committee member or alternate to leave his work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, he shall first obtain permission from the Sheriff. Such permission shall not be unreasonably withheld. The collective bargaining committee member or alternate shall return to his job as promptly as possible and, upon his return, shall immediately report to the Sheriff. A collective bargaining committee member or alternate who is assigned to road patrol or other duties that require services outside of the Sheriff's Office shall perform his function in a manner that would not require his return to the Sheriff's Office for the sole purpose to perform representation functions.

2.3: Lost Time. The Employer agrees to pay members of the collective bargaining committee for time spent while acting in a representative capacity during the processing of grievances and attending meeting or negotiations with officials of the Employer, but only for the straight time hours they would have worked on their regular work schedule. The Employer reserves the right to revoke this benefit if members of the collective bargaining committee abuse this privilege. Revocation shall not occur, however, until after the Employer has notified the Union of the abuse and after discussion between the Union and the Employer, the abuse has not been corrected.

ARTICLE III

UNION SECURITY AND CHECKOFF

3.1: Union Security. As a condition of continued employment, all employees shall be included in the collective bargaining unit set forth in Section 1.1 thirty-one (31) days after their first day of employment or the effective date of this Agreement, whichever is later. At such time, all employees shall either become members of the Union or pay to the Union a monthly service fee which shall be less than the periodic monthly dues required of all Union members.

3.2: Checkoff.

A. During the life of this Agreement, the Employer agrees to deduct from the pay of each member of the bargaining unit the Union's dues or service fee, subject to all of the following subsections.

B. The Union shall obtain from each of the members of the bargaining unit a completed checkoff authorization form, which shall conform to the respective state and federal laws concerning that subject or any interpretations made therefor.

C. All checkoff authorization forms shall be filed with the Director of Administrative Services, who may return any incomplete or incorrectly completed form to the Union's Treasurer, and no checkoff shall be made until such deficiency is corrected.

D. The Employer shall checkoff any obligations that come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay to cover such obligation and will not be responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer of its belief with reasons stated therefor that the remittance is incorrect within fourteen (14) days after a remittance is sent.

F. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or service charges or its reliance on any list, notice certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

G. Deductions for any calendar month shall be remitted to the Treasurer of the Union.

H. The Treasurer of the Union shall be responsible for advising the Employer in writing of all new employees subject to the provision of this Section and the amount of monthly Union dues or service charge.

ARTICLE IV
RIGHTS OF THE EMPLOYER

4.1: Rights.

A. The Employer retains and shall have the sole and exclusive right to manage and operate the County in all of its operations and activities through its duly elected or appointed representatives. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities, departments and their location; to hire personnel; to establish classifications of work and the number of personnel required; to direct and control its operations; to establish, adopt, and modify the budget; to maintain its operations as in the past and prior to the recognition of the Union; to study and use improved methods and equipment and assistance from non-employee sources; and in all respects to carry out the ordinary and customary functions of the Employer, provided, that these rights shall not be exercised in violation of any specific provisions of this Agreement. Disputes under this Subsection shall be subject to the Grievance Procedure but shall not be subject to arbitration.

B. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, and discharge for just cause, layoff and recall personnel; to establish reasonable work rules and policies and penalties for violation thereof; to make judgments of ability and skill; to determine work loads, to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedures established herein.

C. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

5.1: Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by an employee covered by this Agreement or by the Union concerning the application and interpretation of this Agreement as written or the rules and regulations of the Sheriff, subject to section 18.2.

5.2: Grievance Procedure. All grievances shall be handled in the following manner:

Step I.

Verbal Procedure. An employee with a grievance shall, within four (4) days of the occurrence of the incident which gave rise to the grievance, discuss it with the Undersheriff or his designee, with the object of resolving the matter informally.

Step II.

Written, Undersheriff. If the grievance is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts and the specific provision or provisions of this Agreement which are alleged to have been violated, signed by the aggrieved employee and a collective bargaining committee member or alternate, and, within four (4) days following the verbal discussion, presented to the Undersheriff or his designee who shall place his written disposition and explanation thereupon and return it to the collective bargaining committee member or alternate involved within seven (7) days.

Step III.

If the grievance is not satisfactorily resolved at Step II, it may be appealed by submitting the grievance to the Sheriff within seven (7) days following receipt of the Undersheriff's written answer in Step II. Within fourteen (14) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union.

The Employer representatives shall be the Chairman of the County Personnel Committee and the Sheriff. The Union's representative shall be a member of the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the fourteen (14) day period, it shall be scheduled for a date mutually convenient to the parties without unreasonable delay. The Employer shall place its written

answer on the grievance within fourteen (14) days after the meeting and return the grievance to the collective bargaining committee. In order for a decision to be binding at Step III, it shall bear the signature of the Sheriff and the Chairman of the County Personnel Committee. The Personnel Committee does not have the authority to change a decision made by the Sheriff or his designee on disciplinary matters. The Personnel Committee shall decide economic issues.

5.3: Arbitration Request. If the grievance is not satisfactorily resolved in Step III, the Union may request arbitration by notifying the Sheriff and the Chairman of the County Personnel Committee in writing within fourteen (14) days after receipt of the Employer's answer in Step III. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

5.4: Selection of Arbitrator. If, pursuant to the Grievance Procedure established in this Agreement, a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The party to first strike a name shall be determined by lot. The remaining name shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

5.5: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly by the terms of this Agreement, and the arbitrator shall have no power or authority to amend, alter, or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges the arbitrator's limitation of authority and agrees not to decide an issue that is outside of the arbitrator's jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the sole purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.

5.6: Grievance Form. The grievance form shall be mutually agreed upon.

5.7: 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 settled. 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 in writing.

5.8: Time Computation. Unless specifically indicated otherwise, "Days" as used in this Agreement shall mean calendar days. If the ending of any time period falls on a Saturday, Sunday, or holiday defined in this Agreement, the time period shall run to the next weekday.

5.9: 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 Agreement, and the employee elects to utilize the statutory or administrative remedy, the affected employee shall not process the complaint through any grievance procedure provided for in this Agreement. If an employee elects to use the grievance procedure provided for in this Agreement 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 previously granted shall be forfeited.

ARTICLE VI

DISCIPLINARY PROCEDURE

6.1: Just Cause. The Sheriff shall not discharge or discipline a non-probationary employee, except for just cause. Progressive discipline for minor offenses shall be employed. The Union acknowledges, however, that progressive discipline need not be utilized for major infractions.

6.2: Counseling Memorandums. The Union acknowledges that counseling memorandums may be utilized by the Employer. Counseling memorandums shall not be construed as disciplinary action.

6.3: Record. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action that occurred more than thirty (30) months previously.

6.4: Suspensions Pending Investigation. The Sheriff or his designated representative may suspend an employee pending investigation. If the investigation discloses that the employee did not commit the alleged offenses, the employee shall not suffer any loss of pay or benefits while on suspension. The time limitations provided for in the Grievance Procedure set forth in this Agreement shall not begin to run, nor shall any grievance be processed or filed, until the employee receives notification of what disciplinary action, if any will be imposed as a result of the suspension pending investigation. The Employer in ordinary circumstances will give a written statement to the employee suspended pending investigation and to a collective bargaining committee member setting forth in

general terms the reasons for the suspension pending investigation. The results of such investigation shall be placed in the employee's personnel file.

6.5: Notice of Disciplinary Action. Within twenty-four (24) hours following the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify a collective bargaining committee member in writing of the reasons therefor and will, within the same period of time, cause a copy to be issued to the employee involved.

6.6: Leaving Premises. Whenever possible, the discharged or suspended employee will be allowed to discuss his discharge or suspension with a collective bargaining committee member before an employee is required to leave the property of the Employer, and the Employer will make available an area where this may be done in private.

6.7: Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be processed initially at Step III of the Grievance Procedure within seven (7) days of such action. The Union may file the grievance on behalf of the employee so disciplined.

ARTICLE VII SPECIAL MEETINGS

7.1: Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provision of this Agreement. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place which is mutually agreeable to both parties.

ARTICLE VIII WORK STOPPAGES

8.1: No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, abstain in whole or in part from their full, faithful, and proper performance of the duties of their employment, or picket the Courthouse or Jail of the Employer. The Union further agrees that there shall be no

strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the County.

8.2: Violation of No Strike Pledge. Any employee who engages in activity prohibited by Section 8.1 shall be subject to such disciplinary action as the Sheriff deems appropriate. The Sheriff may deem discharge as an appropriate penalty for violation of Section 8.1. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 8.1.

ARTICLE IX **SENIORITY**

9.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Clinton County Sheriff's Office commencing with the last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

9.2: Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty, if such period of absence is greater than fifteen (15) work days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his/her last date of hire. The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be laid off, disciplined, suspended, or terminated by the Employer at any time without regard and without recourse to this Agreement. Probationary employees may be terminated from employment for any reason or no reason and are employees at will.

9.3: Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, rank, rank seniority, and date of hire. An up-to-date copy of the seniority list shall be furnished to the Union during the first month of each year. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

9.4: Loss of Seniority. An employee shall lose his seniority and his employment relationship with the County for any of the following reasons:

- A. The employee resigns or quits;
- B. The employee is discharged or terminated;

- C. The employee retires;
- D. The employee has been on layoff or sick leave of absence status, including a Workers' Compensation leave, for a period of time equal to his/her seniority at the time of his/her layoff or sick leave or twenty-four (24) months, whichever is less;
- E. The employee fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff, or disciplinary suspension, unless otherwise excused by the Sheriff;
- F. The employee is absent from work for three (3) consecutive days without prior notice to the Sheriff, unless otherwise excused by the Sheriff;
- G. The employee is convicted of or pleads guilty or nolo contendere to a felony or a misdemeanor punishable by one (1) year;
- H. The employee is declared mentally incompetent by a Probate Court;
- I. The employee makes an intentionally and materially false statement on his/her employment application, on an application for leave of absence, or on any other official police report.

9.5: Layoff. All reductions in the work force shall be accomplished in the following manner:

- A. No permanent or probationary employee shall be laid off from his position in the Sheriff's Office while any temporary or irregular employees are serving in the same position in the Department;
- B. The first employee to be laid off shall be the employee with the least rank seniority in the rank affected, provided, however, that the remaining senior employees have the necessary training, experience, and ability to perform the required work. Where the employees have the same rank seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected rank shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the necessary training, experience and ability to perform the required work.

C. Upon being laid off from his rank, an employee who so requests shall, in lieu of layoff, be reduced in rank to the next lower rank in the Department, provided, however, that he has greater seniority than the employee who he is to replace and for which he has the necessary training, experience, and ability to perform the required work. Any request to be reduced in rank must be made within three (3) days of the date of the layoff.

D. Employees who are reduced in rank in lieu of layoff shall initially be paid the same salary step in the rank for the lower position to which he has been reduced.

9.6: Recall Within Rank. Employees who are laid off or who are reduced in rank in lieu of layoff 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 seniority. An employee who is recalled must return to his former rank.

9.7: Notification of Recall. Notification of recall from layoff shall be sent by certified mail, return receipt requested, or hand delivered to the employee. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within seven (7) days of the date the notice was sent/delivered shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

9.8: Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections of this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences.

9.9: Temporary Assignment. Temporary assignments may be made by the Employer based upon the Sheriff's needs and the employee's ability to perform the required work. If such temporary assignment exceeds ninety (90) days and the position to which the employee is assigned is at a higher rate of pay, the employee shall receive the higher rate for the remainder of the duration of the temporary assignment. Should an employee be temporarily transferred to the Detective-Sergeant classification for ninety (90) days, he shall receive a pro rata clothing allowance and a Department vehicle will be assigned to him for his use, if available.

ARTICLE X
PROMOTIONAL PROCEDURE

10.1: Purpose of Procedure. The purpose of this procedure is to establish a promotion system for Sergeants and the Detective-Sergeants of the Clinton County Sheriff's Office as directed and approved by the Sheriff. The County and the Sheriff shall determine the duties of all positions subject to this procedure and, in their sole discretion, whether a vacancy does or does not exist. The promotional procedure shall be for the position of Lieutenant.

10.2: Closed Program. Promotion means to advance from a given classification to a higher paid classification. This program involves the upward movement of selected personnel from within the Department up to the rank of Lieutenant. Each promoted employee must be a current member of the Department and must meet all the eligibility rules of the promotional procedure.

10.3: Program Weight. Scores shall be based upon the written examination, and Oral Board. The weights assigned shall be as follows:

- A. Written Examination. 50 points. An applicant must score 70% on the examination in order to take the Oral Board.
- B. Oral Board. 50 points.
- C. To qualify for a promotion, all applicants must achieve a minimum score of seventy (70) points.

10.4: Oral Board. The Oral Board shall consist of (3) members appointed by the Sheriff. One member shall be the Undersheriff and the remaining two positions will be filled from outside the agency, at least one of which will be a law enforcement officer of a rank higher than the position to be filled. The manner of selection of the members of the Oral Board shall be at the discretion of the Sheriff. The results of the written-examination shall not be available to the Oral Board.

10.5: Roster. For each classified position, a roster of the top three (3) candidates for selection will prevail. This means that the scores will be in consecutive order with the Sheriff promoting from among the top three (3) scores.

10.6: Examination Period. Written and oral examinations will be given for each promotion.

10.7: Probation. Commencing the first pay period, and for the twelve (12) months following promotion, the promoted Sergeant shall be paid at the step in the pay range for the new classification that reflects an increase from his present rate. All promoted employees shall be on probation for a period of twelve (12) months immediately following promotion. During such probationary period, the Sheriff may demote the employee to his former classification, or the employee may, on his own volition, request in writing to be relieved of his new classification and be returned to his former classification. If an employee returns to his former classification at his own request, his name shall be removed from the promotion roster until the next written examination is given.

10.8: Notification - Posting. Examination notices for all competitive promotion classifications shall be posted on the bulletin boards throughout the Department for a minimum of twenty-eight (28) days prior to the examination date. Subjects to be covered in the written examination shall be posted twenty-eight (28) days prior to the examination date. Sergeants eligible to compete shall submit their letters of intent to participate to the Sheriff no later than fourteen (14) days prior to the examination date.

10.9: Eligibility. A Sergeant must have three (3) years continuous service in the Department and five (5) years law enforcement experience as a fully sworn, certified officer.

10.10: Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. All written tests will be designated at a general knowledge level or standards designated where rank and position warrant specialization. The Sheriff will determine where general or specialized standard testing is warranted.

10.11: Examination Procedure. Any Sergeant has the right to examine the results of his own examination. The documents are confidential, and they cannot be removed from the files. However, the contents of promotional documents will be made known only to the Sheriff and his designated representatives, and the Sergeant himself and his designated representative.

10.12: Outside Appointment. The Sheriff may fill a vacancy, subject to this procedure, from outside the bargaining unit if no Sergeant has attained a passing score for the examination or the vacancy is unable to be filled because employees subject to this procedure have failed to take the examination or declined advancement.

ARTICLE XI
LEAVES OF ABSENCE

11.1: Personal Leave Without Pay. Employees with at least one (1) year's seniority may be granted up to six (6) months leave of absence without pay. A six (6) month extension of the leave of absence may be granted at the option of the Sheriff. If such leave exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits, predicated on length of service with the Sheriff's Office, nor shall seniority accumulate beyond that time. Requests for a personal leave shall be in writing and shall be signed by the employee and given to the Sheriff. Such request shall state the reason(s) for the leave and may not be submitted more than thirty (30) days in advance nor less than seven (7) days. The Sheriff or his designee may waive the notice requirement. Employees shall not take a leave of absence for the sole purpose of obtaining other employment, and an employee who takes such employment shall be considered as a voluntary quit, unless such other employment is agreed to by the Sheriff.

11.2: Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

A. All full time employees will earn sick leave credits at the rate of four (4) hours for each full pay period the employee works, exclusive of leave of absence, unless otherwise specifically provided to the contrary. Unpaid sick leave credits may accumulate up to a maximum of one thousand two hundred sixty four (1,264) hours. Sick leave credits are accumulated at the end of the pay period and may not be used during the pay period in which they are earned. Employees who accumulate one thousand two hundred sixty-four (1,264) hours shall be paid fifty (50%) percent for all hours of sick time in excess of the one thousand two hundred sixty four (1,264) at the employee's regular straight time hourly rate of pay. Such payment will be made in December of each year.

B. One (1) day of sick leave credits shall equal eight (8) hours pay at the employee's regular hourly rate of pay when he takes his sick leave.

C. Sick leave shall be granted when it is established to the Sheriff's satisfaction that an employee is incapacitated for the safe performance of his duty because of illness or injury.

D. An employee shall be entitled to use up to forty (40) hours of his accumulated sick leave for any absence necessitated by serious injury or critical illness of a member of the employee's household, upon application approved by the Sheriff. Extension of time may be permitted in exceptional circumstances upon approval by the Sheriff.

E. The Sheriff may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

F. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to cash. Subject to subsection (I) below, employees whose employment status is severed forfeit all accrued sick leave benefits.

G. After an employee has exhausted his paid sick leave benefits, then such leave shall be without accumulation of any fringe benefit predicated on length of service with the Employer. In the event that the provision of subsection (J) is utilized, accumulation of fringe benefits predicated on length of service with the Employer shall stop at the time paid sick leave credits would have been exhausted, had subsection (J) not been utilized.

H. Before an employee absent from his duties for fourteen (14) consecutive days returns to work, he shall satisfy the Sheriff that he is fit again to perform his duties.

I. Upon death or retirement under the Employer's retirement program, or upon resignation upon not less than two (2) weeks' prior notice by an employee in good standing with at least twenty (20) years of continuous service who also agrees to no right of reemployment, an employee or his estate shall receive a lump sum payment representing fifty percent (50%) of such employee's accumulated and unused sick leave credits up to a maximum payout of 360 hours.

J. In case of work-incapacitating injury or illness for which an employee is eligible for benefits under the Employer's Sickness and Accident Insurance program or the Employer's Workers' compensation program, accrued sick leave credits may be utilized, at the request of the employee, to maintain the difference between the Sickness and Accident benefits and seventy-five percent (75%) of the employee's regular salary

or wage. If sick leave is utilized for this purpose, the provisions of subsection (F) shall not apply. Upon exhaustion of his sick leave bank, the employee shall draw only those benefits as are allowable under the Employer's Sickness and Accident Insurance program or the Employer's Workers' Compensation program.

11.3: Funeral Leave. An employee shall be granted up to three (3) normally scheduled work days to attend the funeral when death occurs in the employee's immediate family. An employee shall be granted one (1) normally scheduled work day to attend the funeral of a grandparent or grandparent-in-law. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. Immediate family shall mean the employee's spouse, children, mother, father, sister, brother, mother-in-law and father-in-law. Such leave shall be extended to four (4) days if the employee must travel more than one thousand (1,000) miles round-trip to attend the funeral.

11.4: Military Leave. Any employee who enters active military services of the Armed Forces of the United States, National Guard, or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfied the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the Sheriff in writing as soon as the employee is notified of acceptance in military service, and, in any event, not less than fourteen (14) days prior to the employee's scheduled departure.

11.5: Union Leave. The Division President or his designated representative may be excused, without loss of pay, to attend local division and main Union meetings, if said meetings have been duly called and are scheduled during the employee's scheduled duty hours. Paid absence shall be limited to twenty-four (24) hours per calendar year for both local division and Union meetings. The employee shall notify the Sheriff at least three (3) days in advance of a scheduled meeting. Leave may be denied if the absence of the employee would unreasonably interfere with the services required to be performed due to the existence of emergency conditions within the Department or County.

11.6: Personal Day. Full time non-probationary employees covered by this Agreement shall be allowed twenty-four (24) hours of personal leave with pay each calendar year. There shall be no accumulation or carryover of such a leave day from one calendar year to another, except that earned but unused personal days shall be added to the employee's accumulated vacation credits on December 31 of that year. Request for a personal day leave of absence must be made to the Sheriff or his designee seven (7) days in advance of the day requested, provided, however, that the Sheriff in his

discretion may, if possible, shorten the notification period if necessary arrangements can be made in the Department. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. Personal leave shall be prorated on an annual basis for employees hired during the course of the year. If an employee is promoted from the non supervisory unit to this unit, he/she shall carry over unused personal leave but shall not receive personal leave noted above.

11.7: Family and Medical Leave. The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to provisions contained in this contract. As authorized under the FMLA, the Employer shall determine the twelve month eligibility period and what other time provided for under the contract should be counted toward the twelve weeks of FMLA leave. For example, sick leave, vacation, etc.

ARTICLE XII **HOLIDAYS**

12.1: Holidays. All full time employees occupying job classifications covered by this Agreement, other than Detective-Sergeants, shall receive eight (8) hours pay at their straight time regular rate, exclusive of all premiums, for each of the following recognized holidays:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

12.2: Holidays - Detective Sergeants. Detective Sergeants shall be entitled to holiday leaves with pay on the following recognized holidays, subject to Section 12.3:

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

In the event a holiday recognized by this Section falls on a Saturday, the preceding Friday shall be observed as the holiday. In the event a holiday recognized by this Section falls on a Sunday, the following Monday shall be observed as the holiday. Detectives shall work each holiday which are on Monday through Friday. The Detective

will be paid for the straight hours worked on a holiday and get the holiday check at the end of the year for eight (8) hours per holiday. If the Sheriff permits an employee to take a vacation day on a holiday, the employee shall only receive vacation pay and the holiday check at the end of the year.

12.3: Holiday Eligibility. The employee must work his hours on his last regularly scheduled day before and his first regularly scheduled day after the holiday. For the purpose of this Section, hours worked shall include paid authorized leaves of absence taken in accordance with this Agreement, except where sick leave is used to supplement sickness and accident benefits or where an employee is eligible for benefits under the Employer's Workers' Compensation Insurance Program. In addition, the employee must not be on layoff which began more than seven (7) days prior to the holiday, and the employee must not be suspended for disciplinary reasons, provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.

ARTICLE XIII **VACATIONS**

13.1: Vacation Eligibility and Pay. All full time employees covered by this Agreement who have the required seniority and have worked the requisite qualifying number of hours as set forth below in this Agreement shall be granted a vacation with pay in accordance with the following schedule:

| <u>Seniority Required</u> | <u>Accrual Rate</u> |
|---------------------------|---|
| Hire through 3 years | 3.08 hours for each pay period actually worked |
| 4 years through 9 years | 4.62 hours for each pay period actually worked |
| Beginning of 10th year | 6.16 hours for each pay period and up actually worked |

For purposes of this Section, hours actually worked shall include compensatory time taken, vacation leave taken, and sick leave taken, except where sick leave is used to supplement sickness and accident benefits.

13.2: Vacation Scheduling. After the first six (6) months of employment, employees may utilize their earned vacation credits upon proper notice as determined by the Sheriff's rules, provided that, in the opinion of the Sheriff, such time off does not unreasonably interfere with the efficient operation of the Department and the Sheriff's obligations to

the public generally. All vacations must be approved by the Sheriff or his designee which approval shall not be unreasonably withheld.

13.3: Vacation Accumulation. Employees may accumulate a maximum of 240 hours of vacation. Employees accumulating 240 hours shall not accumulate credits past the maximum, nor shall they be eligible for any other type of compensation in lieu of credits. Employees terminating within the first six (6) months of employment shall not be eligible for payment of any accrued vacation credits.

ARTICLE XIV **HOURS OF WORK AND OVERTIME**

14.1: Workweek. Sergeants working twelve (12) hour shifts will either work forty-two (42) hours per calendar week or eighty-four (84) per a two (2) week pay period. Detectives and the Administrative Sergeant assigned to work Monday through Friday will work 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 4:30 p.m. Friday with one-half (½) hour unpaid lunch each day. The Sheriff reserves the right to change shift hours to meet operational needs. The provision for working eighty-four (84) hours in a pay period shall be under the Fair Labor Standards Act provision to allow police to work one hundred seventy one (171) hours within a twenty-eight (28) day period without being paid overtime and no overtime shall be paid to such officers.

14.2: Workday. An employee's normal workday shall consist of eight (8) consecutive hours including a paid lunch period, or twelve (12) consecutive hours for employees working the twelve (12) hour work schedule. A workday shall be defined as twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift. For purposes of overtime premium pay, this definition shall not apply where:

- A. An employee's regular shift is changed at his request;
- B. The employee's regular shift is scheduled on a rotation basis;
- C. The employee's regular shift has variable starting times, provided, however, at least twelve (12) hours of off-duty time is scheduled between the end of one shift and the start of another, except when scheduled as supervisory relief, than a minimum of eight (8) hours of off-duty time is scheduled between the end of one shift and the start of another.

14.3: Work Schedule. The work schedule shall be established by the Sheriff and, when practicable, posted seven (7) days in advance. The Sheriff reserves the right to change the work schedule and the starting and quitting times for any and all shifts when operating conditions warrant such change.

14.4: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Sheriff or his designated representative.

14.5: Overtime Premium.

A. Time and one-half (1-1/2) the employee's straight time regular rate shall be paid for all hours actually worked in excess of his regularly scheduled work period subject to subsection (B) below.

B. Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of eight (8) hours, (twelve (12) hours for employees working the twelve (12) hour work schedule) in any one (1) workday, subject to the definitions stated in section 14.2 above.

C. There shall be no pyramiding or duplication of overtime premium, call-in, call-back, or court time pay.

D. An employee may, in lieu of payment for overtime, receive compensatory time off at time and one-half (1½). Employee's compensatory bank may not exceed eighty-four (84) hours.

14.6: Call-Back Pay. Employees called to work at times other than their regular shift for emergency work shall receive two (2) hours pay at time and one-half (1-1 /2) their straight time regular rate. The provisions of this Section shall not relate to call-in time.

14.7: Call-in Pay. Employees called in to work at least two (2) hours in advance of their regularly scheduled shift shall receive time and one-half (1-1 /2) their straight time regular rate for all hours actually worked in advance of their regularly scheduled shift.

14.8: Court Time. Effective upon ratification of this Agreement, employees who are subpoenaed or directed to testify in court, including probate court, license appeal board, or liquor control commission hearings outside their regularly scheduled hours shall receive time and one-half (1-1/2) their regular straight time rate with a minimum of two (2) hours.

14.9: Trading of Pass Days. Employees may trade pass days within a pay period, provided they first obtain permission of the Sheriff or his designee. Such permission shall not be unreasonably withheld. An employee working on a voluntarily traded pass day shall be entitled to overtime premium only for those hours worked in excess of assigned hours on the traded day. No employee shall trade pass days if such a trade would require the employee to work two (2) consecutive eight (8), ten (10) or twelve (12)

hour shifts.

14.10: Mandatory Training. Mandatory training for Sergeants and Lieutenants will be determined at the discretion of the Sheriff and may cover topics such as firearms, first aid, criminal laws and procedures, and others as determined by the Sheriff. Attempts will be made to provide the mandatory training during employees' regularly scheduled shifts. Those officers scheduled to attend outside of their regularly scheduled work hours will be compensated at the rate of one and one-half (1-1/2) at the employee's regular straight time rate for training scheduled during their off-duty hours each contract year.

14.11: Shift Assignment. Consistent with Department needs, seniority shall be a factor in shift assignments. The Sheriff reserves the right to change the shift assignments in effect at the time of the execution of this Agreement; however, such change shall not occur until the Sheriff has notified the Union and discussed such change with the Union. Following such discussion with the Union, the Sheriff may change the shift assignments, provided such action is not arbitrary. The provisions of this Section shall not apply in cases of temporary shift changes due to absences, vacations, etc., or in emergency situations.

14.12: Out of State or Overnight Travel. For any out-of-state or overnight travel required of an employee by the Sheriff, the employee will be paid at the rate of straight time, the maximum of which shall be no more than eight (8) hours per day. If such time occurs on an employee's pass day, such time shall not be considered as hours actually worked for purposes of overtime premium pay. Transportation, meals, and lodging is to be paid by the Employer.

14.13: Moonlighting. No employee shall work at other employment which will be a conflict of interest or impair his performance as a law enforcement officer. Written permission from the Sheriff must be obtained before any employment or work is undertaken if such work or employment is to be on other than an irregular or occasional basis. Employees shall not wear the Department uniform or use law enforcement authority unless they are working for or under the direction of the Employer. Violation of the provisions of this Section shall constitute just cause for dismissal and loss of all seniority rights and benefits provided by this Agreement.

14.14: Twelve Hour Work Schedule.

A. All bargaining unit employees shall be assigned to work a twelve (12) hour work schedule. The Employer and the Union can mutually agree to exclude other members from working the twelve (12) hour work schedule.

B. Employees may request a particular team assignment, but such assignment remains the right of the Employer.

C. Employees shall be paid holiday pay at the straight time rate of pay times twelve (12) hours, times eleven (11) holidays, pursuant to Section 12.1 and 12.3 of the current contract.

D. An employee taking a vacation day shall be charged with twelve (12) hours vacation. An employee taking a sick day shall be charged with twelve (12) hours of sick leave. An employee taking a personal day shall be charged with twelve (12) hours personal time. Personal leave time may be taken in less than one (1) day increments with the approval of the Sheriff.

E. The Employer shall have the right in its sole and exclusive discretion to reschedule employees with forty-eight (48) hours notice, specifically for training, special events, and court.

F. Employees working the normal twelve (12) hours schedule, will work eighty four (84) hours per pay period. This time shall be compensated at the straight time rate of pay.

G. Employees who work the twelve (12) hour schedule shall receive time and one-half their regular rate of pay for hours worked in excess of the regular twelve (12) hour day and time and one-half their rate of pay for hours worked in excess of eighty-four (84) hours in the pay period.

H. Employees shall not be required to work more than four (4) hours overtime on a regularly scheduled work day except in the event of a major disaster.

ARTICLE XV **INSURANCE AND PENSION**

15.1: Hospitalization and Dental Insurance. Effective January 1, 2003, after one hundred twenty (120) days of continuous service, the Employer will provide hospitalization and dental insurance to an employee, including dependent coverage, pursuant to the terms and conditions of the Employer's current hospitalization and dental insurance plans for County employees.

15.2: Hospitalization Insurance Co-Pays. Effective January 1, 2006, an eligible employee receiving hospitalization insurance under this Agreement shall pay the following monthly premium co-pays, depending on the level of coverage selected by the employee:

| | <u>High Option</u> | <u>Low Option</u> |
|---------------|--------------------|-------------------|
| Single Person | \$ 44 | \$ 24 |
| 2 People | \$ 92 | \$ 51 |
| Family | \$ 116 | \$ 68 |

Premium co-pays may be changed for any hospitalization insurance plan, but in no event may the co-pay charged to an employee exceed \$116 per month effective January 1, 2006 or \$132.50 per month effective January 1, 2008. Premium co-pays may be paid by an employee with pre-tax dollars should the employee elect to participate in a pre-tax spending plan to be offered and administered by the Employer.

Effective January 1, 2006, any employee hired after that date who uses smoking tobacco shall pay a premium co-pay equal to 10% of the then current monthly premium for the plan selected by the employee. This amount shall be in addition to the premium co-pay set forth above in this section 15.2.

15.3: Selection of Health Care Plans. The Employer may change hospitalization insurance plans and coverage levels, dental insurance plans and coverage levels, and vision insurance plans and coverage levels, including in each case, changes in deductibles, co-pays, and premium contributions, provided:

A. The plan(s) selected or changes made are at least equivalent to the plan(s) offered or changes made to the plan(s) of other union and non-union employees of the Employer, except for any plan(s) applicable to employees represented by the Police Officers Association of Michigan at the time this Agreement is executed.

B. The Employer first meets and negotiates with the Union over all changes to the plan(s) prior to the effective date of the changes. Should the parties be unable to agree on such changes, they shall first utilize the services of a state-appointed mediator before any changes are implemented. The Union specifically agrees that any such changes over the issues addressed in Sections 15.1, 15.2, and 15.3 of this Article may not and will not be submitted to proceedings under Act 312 of 1969 and the Union, for itself and its members, waive any such rights it/they may have under Act 312 with respect to this subject until December 31, 2008.

15.4: Selection of Insurance Carriers. The Employer reserves the right to select or change any or all insurance carriers, provided the level of benefits remains substantially the same.

15.5: Supplemental Insurance. Upon request by the Union or an employee, the Employer will administer at no cost to the Union or an employee, an AFLAC supplemental insurance plan. Any premium cost associated with any such plan shall be the sole responsibility of the employee electing to participate in such plan.

15.6: Payment in Lieu of Insurance. Should an employee elect to decline insurance coverage as provided in this Article, the employee may receive a payment in lieu of coverage pursuant to the program offered for other union and non-union employees of the Employer, except for those employees represented by the Police Officers Association of Michigan at the time this Agreement is executed.

15.7: Insurance Continuation. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff or leave of absence, other than sick leave, beyond the month in which such leave of absence or layoff commences. If an employee is granted a sick leave of absence, the Employer agrees to continue its applicable insurance contribution for a period of ninety (90) days from the date such sick leave commenced.

15.8: Term Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy in the amount of \$20,000 and \$20,000 accidental death and dismemberment for each employee.

15.9: Professional Police Officer Liability Insurance. The Employer shall, during the term of this Agreement, continue in effect its present program of professional police officers liability insurance on the same terms and conditions that existed prior to the execution of this Agreement.

15.10: Sickness and Accident Insurance. For the period of this Agreement, the Employer shall pay the required premiums for each employee for sickness and accident insurance which will pay Three Hundred Fifty Dollars (\$350.00) per week for a period of one (1) year with a thirty (30) day waiting period.

15.11: Pension. The Employer shall pay the employees' contributions to the Michigan Municipal Employees Retirement System (MERS), C-2 multiplier, retirement plan currently in effect with the F55 rider providing for retirement at age 55 with twenty (20) years of service. Effective January 1, 1991 the retirement plan will be improved to include the FAC-3 provision. Employee contributions to the plan shall be one percent (1%) of their wages to provide for the FAC-3 provision, and the Union waives the right to

bargain regarding the Employer payment of the FAC-3 and the employee's contribution of one percent (1%) until December 31, 1993. Effective January 1, 1994, the Employer will provide the MERS B-2 retirement plan with the employees paying any portion of the cost that results in more than a 2% increase that the Employer must pay in providing the B-2 retirement benefit. Effective January, 1996, the first full pay period, the Employer will pay for the FAC-3.

Effective January 1, 1997 (A) the Employer will provide the B-3 benefit; (B) the Employer will pay for 2.65% of the cost of the B-2 benefit beginning the first full pay period. The employees will continue to pay the cost of the B-2 plan over 2.65%.

Effective January, 1998, the first full pay period, the Employer will pay the entire cost of the B-2 and B-3 benefit so that employees will no longer pay for same.

Effective December 31, 2001, the Employer will provide a B-4 benefit with the employees paying the entire cost through payroll deduction. The Employer reserves the right to have an actuarial study done from time to time to determine the B-4 cost which the employee will be required to pay. That cost could be more or less based on the actuarial report.

Effective no later than March 31, 2003, the Employer will provide the RS-50 benefit with the employees paying the entire cost through payroll deduction. The cost of this benefit for employees shall be determined through an actuarial study, the costs of which shall be split equally between the Union and the Employer.

15.12: Workers' Compensation. Pursuant to the provisions and requirements of Michigan law, the County agrees to provide Workers' Compensation insurance for all employees covered by this Agreement. In the case of a work incapacitating injury or illness for which an employee is eligible for benefits under the Employer's Workers' compensation Insurance program, the County shall continue payment of the employee's health, life, and dental insurance premiums until the time provided for in section 9.4(d) has expired. The County will continue an employee's professional liability insurance so long as he retains his deputization by the Employer.

15.13: Health Insurance for Retirees. The Employer agrees to provide during the term of this Agreement for an eligible retiree only, such health insurance as is provided to other similarly situated retirees of the Employer, except those retirees who were employed in positions represented by the Police Officers Association of Michigan at the time of their retirement, the terms of which shall be in accordance with the insurance contract between the Employer and the Carrier. An eligible retiree shall be defined as:

1. A former employee who has qualified to receive normal retirement benefits under Municipal Employees' Retirement System of Michigan (MERS);

2. A former employee who has obtained twenty (20) or more years of continuous active service with the Clinton County Sheriff's Office prior to his retirement; and
3. The retiree is not eligible to receive health insurance coverage under another group health insurance plan, unless the other eligible group health insurance plan requires a premium co-payment that exceeds 50% of the then current cost of the County's monthly single group health rate.

A. The current spouse of an eligible retiree for whom the County is purchasing health insurance may be added as a dependent provided that the following conditions are met and in which case the Employer will contribute up to \$30.00 per month toward the required premiums:

(i) The spouse is not eligible to receive group health insurance coverage from another source; and

(ii) The required monthly premium rate established by the County is paid to the County in advance.

B. The surviving spouse of a retiree who was receiving health insurance under this section, may continue to participate in the Employer's group health insurance plan upon the death of the retiree provided that:

(i) The spouse is not eligible to receive group health insurance coverage from another source;

(ii) The spouse pays to the County in advance Thirty Dollars (\$30.00) less than the full amount of the monthly premium required for such insurance; and,

(iii) The spouse has not remarried.

C. An employee who is terminating his employment with the County but who has obtained twenty (20) or more years of continuous service with the Clinton County Sheriff's Office but who was not eligible to receive normal retirement benefits from MERS at the time of his termination, shall be an eligible retiree when MERS retirement benefits are received provided that:

(i) The retiree has maintained continuous health insurance coverage under the Employer's group health insurance plan since his termination of employment by paying in advance to

the County the full amount of the required monthly premiums, or

(ii) Has supplied to the County satisfactory documentation that continuous group health insurance coverage has been maintained from another employer.

D. A retiree who withdraws from the Employer's group health insurance plan shall not be eligible to re-enter such plan unless satisfactory documentation is provided to the County that continuous group health insurance coverage has been maintained from another employer. Eligible retirees will have to participate in a spouse's health care coverage if it is comparable to the County health care. A retiree that loses their health insurance from another source may re-enter the County plan under the Insurance Company's terms and conditions.

E. Primary health insurance coverage under the Employer's group healthcare plan shall cease at the time the retiree and/or spouse become eligible for health care coverage under Medicare, Medicaid, or other Federal or State Health care program. Secondary health insurance coverage under the Employer's group health care plan shall be available to the retiree and/or spouse provided that enrollment is obtained and maintained at the retiree and/or spouse sole expense in Medicare, Medicaid or other Federal or State health care program. The employer shall provide the secondary insurance at no cost to the retiree and Thirty Dollars (\$30.00) per month towards the retiree's spouse.

F. Retiree health care benefits as provided herein are conditioned upon the existence of the Employer's group insurance plan as provided to the bargaining unit and benefits may be changed or discontinued as any other terms and conditions of employment may be changed or discontinued in accordance with the laws governing collective bargaining between the Employer and the collective bargaining agent.

G. Retirees may purchase such dental insurance as is made available to other union and non-union retirees of the Employer, except those retirees from the bargaining unit represented by the Police Officers Association of Michigan. The cost for such coverage shall be borne by the retiree.

ARTICLE XVI

UNIFORMS AND EQUIPMENT

16.1: Uniforms and Equipment. The County shall provide such uniforms and

equipment as the Sheriff and the County shall determine are necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment. The County shall assume the cost of the necessary cleaning of such uniforms under such rules as the Sheriff may determine.

16.2: Clothing Allowance. Employees classified as Detective-Sergeants who are required to work in plain clothes shall receive a clothing allowance of Five Hundred Dollars (\$500.00) per year.

ARTICLE XVII WAGES

17.1: Classifications and Wages. Listed in Appendix "A" and incorporated herein are the annual wage rates for the respective classifications covered by this Agreement.

ARTICLE XVIII MISCELLANEOUS

18.1: Bulletin Board. The Employer shall provide bulletin board space for the posting of Union notices, provided, however, the Employer shall have the right to police the bulletin board for offensive material.

18.2: Rules. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees, not inconsistent with this Agreement.

18.3: Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

18.4: Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

18.5: Separability. Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

18.6: Unit Representation. Employees covered by this Agreement shall be represented solely by collective bargaining committee members recognized by this Agreement.

Collective bargaining committee members recognized by this Agreement shall represent solely those employees covered by this Agreement and shall not perform any representation functions for employees of any bargaining units not recognized by this Agreement.

18.7: Mileage. Employees who are authorized by the Sheriff or his designee to use their own vehicles in the performance of their duties shall be paid mileage in accordance with the established County rate.

18.8: Longevity. Longevity benefits shall be determined on December 1st of each year. All eligible employees shall receive a longevity bonus, payable in December in accordance with the following schedule:

| <u>Years of Continuous Service Required</u> | <u>Longevity Bonus</u> |
|---|------------------------|
| 5 Years "through 9 Years | \$300 |
| 10 Years through 14 Years | \$500 |
| 15 Years through 19 Years | \$600 |
| 20 Years through 24 Years | \$700 |
| 25 Years or More | \$800 |

All employees hired after January 1, 1995, will not be eligible for longevity. This does not include an employee who was employed as a deputy prior to January 1, 1995 and is promoted into this unit.

18.9: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

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 referred to, or covered in this

Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

18.10: Medical Examinations. The Employer reserves the right to require an employee to undertake a medical examination by a physician, psychiatrist or psychologist if the Employer has reasonable grounds for concern regarding an employee's physical or mental condition to perform the required work. The Employer shall pay the full cost of any required medical examinations, and the employee shall sign a written authorization for the Employer to receive a written report from the examiner. This Section shall constitute such written authorization in case the employee fails to sign a separate written authorization.

The Employer agrees to keep any report received confidential. If the employee disagrees with the medical report, the employee may obtain an independent examination by a physician, psychiatrist or psychologist of his own choosing. Any independent report shall be furnished to the Employer, and the employee shall assume the full cost of such examination. In case the two medical reports are opposite in its findings, the two physicians or experts will appoint a third physician or expert to issue a report or findings.

The parties shall share the expenses of the third physician. The decision of the third doctor shall be binding upon the parties.

18.11: Legal Representation. The Employer will provide to an employee such legal assistance as may be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is engaged in the proper performance of his duties and responsibilities for the Employer, provided that notification is immediately given to the Employer that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action.

18.12: Mandatory Direct Deposit. If the Employer provides for the electronic transfer and direct deposit of wages paid to the employees covered by this Agreement, subject to the requirements of applicable law, each employee shall participate in the Employer's program and shall designate the financial institution(s) to which he or she directs the deposit of all wages and other compensation paid to the employee.


ARTICLE XIX **TERMINATION**

19.1: Duration. This Agreement shall remain in force until December 31, 2008, at midnight, and thereafter for successive periods of sixty (60) days, unless either party

shall, on or before the sixtieth (60) day prior to expiration or subsequent sixty (60) day period serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

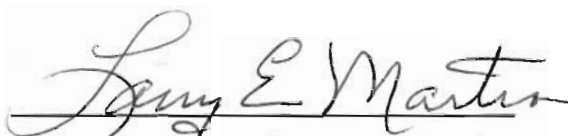
**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**

**CLINTON COUNTY BOARD OF
COMMISSIONERS**



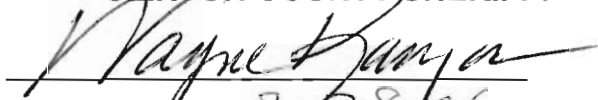
2-21-06

2/21/06



2-28-06

CLINTON COUNTY SHERIFF:



2-28-06

APPENDIX A

Effective the first full pay period beginning on or after the date identified for each of the identified years, the following wage scales shall be put into effect for **non-certified officers** in the classifications of Sergeant and Detective Sergeant.

| YEAR | | START | 1 YEAR | 2 YEARS | 3 YEARS | 4 YEARS | 5 YEARS |
|------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 01/01/2006 | Annual Hourly | 39,866 19.18 | 41,668 20.03 | 43,323 20.83 | 44,999 21.63 | 46,590 22.40 | 48,457 23.30 |
| 07/01/2006 | Annual Hourly | 40,684 19.56 | 42,502 20.43 | 44,190 21.24 | 45,899 22.07 | 47,522 22.85 | 49,426 23.76 |
| 01/01/2007 | Annual Hourly | 41,904 20.15 | 43,777 21.05 | 45,515 21.88 | 47,276 22.73 | 48,948 23.53 | 50,909 24.48 |
| 01/01/2008 | Annual Hourly | 43,561 20.94 | 45,490 21.87 | 47,281 22.73 | 49,094 23.60 | 50,816 24.43 | 52,837 25.40 |

Effective the first full pay period beginning on or after the date identified for each of the identified years, the following wage scales shall be put into effect for **certified officers** in the classifications of Sergeant and Detective Sergeant.

| YEAR | | START | 1 YEAR | 2 YEARS | 3 YEARS | 4 YEARS | 5 YEARS |
|------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 01/01/2006 | Annual Hourly | 42,708 20.53 | 44,469 21.38 | 46,166 22.20 | 47,821 22.99 | 49,433 23.77 | 51,258 24.64 |
| 07/01/2006 | Annual Hourly | 43,562 20.94 | 45,358 21.81 | 47,089 22.64 | 48,777 23.45 | 50,422 24.24 | 52,283 25.14 |
| 01/01/2007 | Annual Hourly | 45,569 21.91 | 47,419 22.80 | 49,202 23.65 | 50,940 24.49 | 52,634 25.31 | 54,551 26.23 |
| 01/01/2008 | Annual Hourly | 47,396 22.79 | 49,301 23.70 | 51,138 24.59 | 52,929 25.45 | 54,674 26.29 | 56,648 27.23 |