

12-31-75

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AGREEMENT

Between

COUNTY OF CLARE, MICHIGAN

AND

CLARE COUNTY LODGE NO. 155

FRATERNAL ORDER OF POLICE

Clare, County of

Louis W. Becker
County Clerk + Register of Deeds
Harrison, Michigan

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AGREEMENT

This agreement is entered into this 1st day of January, 1975, between the County of Clare, Harrison, Michigan, hereinafter referred to as the "Clare County Sheriff Department" and the Clare County Lodge No. 155, Fraternal Order of Police, hereinafter referred to as the "LODGE" 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 County of Clare and those members of the Lodge. This agreement will terminate December 31, 1975

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 County of Clare recognizes the Lodge 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 employees of the Clare County Sheriff Department possessing the ranks of Patrolman, Sergeant, Staff Sergeant, Corporal, Detective, Lieutenant, Matron, Jailer and Dog Warden.

Article 2. Discrimination

Section 1. The County of Clare and the Lodge agree that no employee, or other person shall be subject to any discrimination in any manner or for any reason because of such employee's or other person's race, creed, color, sex, marital status, political affiliation, or national origin. The County of Clare and the Lodge further and more specifically agree that they shall give no special consideration or favor to any person or groups of persons because of race, creed, color, sex, marital status, political affiliation, or national origin.

Article 3. Management Security

Section 1. The Lodge agrees that during the life of this agreement, they will not cause, encourage, participate in or support any strike or concerted activity against the County of Clare or the interruption of, or interference with the normal functions of the Clare County Sheriff Department concerning any matter which is subject to the grievance procedure or to the jurisdiction of the Clare County Board of Commissioners.

Article 4. Management Rights

Section 1. Except as otherwise specifically provided herein, the Clare County Sheriff shall have exclusive right to the direction of its work force including the right

to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for the lack of funds, 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. Such rules shall be reasonable and shall relate to the performance of all Clare County Sheriff Department employees' duties and to his or her conduct 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 all Clare County Sheriff Department Employee's duties.

Article 5. Lodge Bargaining Committee

Section 1. The Bargaining Committee of the Lodge 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 Lodge. Prior to any negotiation meeting between the County of Clare and the Lodge, the Lodge will furnish the names of all members of the Bargaining Committee to the County of Clare.

Section 2. There will be no discrimination against any employee because of his Lodge membership or his 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 designated employee will be paid at his regular rate of pay. When computing overtime for such designated employee, normal working hours spent in negotiations will be computed just as though they were spent on duty; however, when negotiation meetings fall on bargaining committee members off time, said designated person will be compensated at the regular rate as provided herein.

Article 6. Meetings

Section 1. Within sixty (60) days prior to the end of the term of this agreement, representatives of the County of Clare and the Lodge shall meet to prepare a new agreement but in no case shall such meetings be started later than November 1 of the year in which agreement expires.

Section 2. Special meetings between the County of Clare and the Lodge may be held at any time that 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 7. Representatives

Section 1. One Steward or alternate shall be allowed reasonable time during working hours without any loss of pay, allowances, or other benefits, to process grievances, and to negotiate or confer with Clare County Sheriff or their representatives and the Clare County Sheriff or designee shall be notified of said time.

Article 8. Visits by Lodge Representatives

Section 1. The County of Clare agrees that accredited representatives of the Lodge, whether local, state, or national representatives, shall have reasonable access to the premises of the employer at any time during working hours to conduct business relating to administration of this agreement. Such representatives shall give advance notice of their desired meeting to the supervisor concerned, who will arrange a time and place for the meeting. Such visit shall not interrupt the normal work activity of the department.

Article 9. Grievance and Arbitration Procedure

Section 1. Definition of a grievance. A grievance shall be a complaint filed by an employee or the Lodge concerning the application and interpretation of this agreement as written.

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

Step 1. Verbal Procedure. An employee with a grievance shall, either within ten (10) days of the occurrence of the incident which gave rise to the grievance or the employee's first awareness of the situation of the grievance, first discuss it with the Sheriff or his designee, with the object of resolving the matter informally. If requested the steward may be present. The Sheriff shall give his answer within ten (10) days.

Step 2. Written Procedure. If the grievance is not satisfactorily resolved at the verbal step, the grievance shall be reduced to writing signed by the aggrieved employee and within ten (10) days presented to the Sheriff, who shall place his written disposition and explanation thereupon and return it to the Steward within ten (10) days.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be presented in writing to the Board of Commissioners, or its designee within ten (10) days after receipt of the written answer in Step 2. The Steward and the representative of the Board shall discuss the grievance with the object of resolving the matter. The Employer shall place its written answer on the grievance within ten (10) days after the next regular Commission meeting.

Section 3. Notice of Arbitration. If the grievance is not satisfactorily resolved at Step 3, the Lodge may request arbitration by notifying the Employer in writing within thirty (30) days after 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 Lodge 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 Lodge. The time limits established herein may be extended by mutual agreement in writing.

Section 5. Grievance Resolution. All grievances which are satisfactorily resolved at the first steps of the grievance procedure, if it has economic implications, must be approved by the Board of Commissioners before it shall be final.

Section 6. Selection of Arbitrator. If pursuant to the grievance and arbitration procedure established in this Agreement, a timely request for arbitration is filed by the Lodge on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, within fifteen (15) days, the arbitrator shall be selected from a panel of arbitrators submitted by the Michigan Employment Relations Commission by each party alternately striking a name. The remaining name shall serve as the arbitrator. The arbitrator's decision shall be final and binding on the Employer, the Lodge and employees. The fees and expenses of the arbitrator shall be shared equally by the Lodge 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 shall at all times be governed wholly by the terms of this 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 that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the expressed provisions of the 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 grievance could have timely filed under Section 2 (Grievance Procedure).

Article 10. Discipline and Discharge

Section 1. The Sheriff or his designee may discharge or suspend any employee with just cause, but in respect to discharge or suspension shall give at least two (2) written warnings of the complaint. Except that no such warning notice need be given to an employee before he or she is discharged if the cause of such discharge is dishonesty or recklessness resulting in serious accident while on duty, insubordination, conviction of any criminal offense except minor traffic offenses, improper use of County Vehicles.

These offenses are cited by way of illustration and are not meant to be all inclusive. The above offenses or others, if charged, shall not require written or oral accounts of same to the supervisor until the employee so charged has had three (3) working days, not to include week-ends or holidays, to seek advise of legal counsel. The warning notice as herein provided, shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by written notice to the employee and the Lodge. The Sheriff shall cite specific charges against the employee. This language notwithstanding any combination of five (5) minor offenses within the nine (9) month period shall be grounds for discharge or suspension.

Section 2. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his legal representative and the Sheriff will make available an area where he may do so before he is required to leave the property of the Clare County Sheriff Department.

Section 3. In imposing any discipline on a current charge, the Clare County Sheriff Department will not take into account any prior infractions which occurred more than one (1) year previously, nor impose discipline on any employee for errors or mistakes on his employment application. Fraud or intentional misrepresentation shall be grounds for discharge or suspension.

Section 4. Suspension. In the event an employee is suspended, he or she shall be taken off the payroll and shall turn in his departmental equipment. Suspension shall be used by the department only for discipline or while awaiting criminal trial. In the event an employee is exonerated of the ciminal charges causing the suspension, he shall be reinstated and compensated for all back wages and benefits lost due to the suspension.

Section 5. Regssignment. The Clare County Sheriff Department may reassign an officer or employee instead of taking one of the actions described above until the investigation is complete. Acceptance of such reassignment is without prejudice.

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 three (3) days except during periods of emergency.

Section 7. Inactivation. Inactivation means that an employee may be taken off of active duty up to thirty (30) 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 his departmental equipment with the exception of his revolver if it is needed in the investigation, in which case it will be replaced with another revolver until the investigation is complete. In no way shall inactivation be construed to be punishment by the Clare County Sheriff Department.

In the event inactivation lasts longer than one (1) week, the supervisor shall indicate the status of the investigation weekly to the employee.

Article 11. Wage Schedule - Effective January 1, 1975 through January 1, 1976

Section 2. The annual salaries to be paid Clare County Sheriff Department Employees are as follows:

| | 1975 | 1976 |
|------------------|-------------|-------------|
| Matron Clerk | \$ 7,444.95 | \$ 8,044.95 |
| Clerk Dispatcher | \$ 6,819.82 | \$ 7,419.82 |
| Jailer | \$ 8,451.84 | \$ 9,051.84 |
| Deputy | \$ 9,494.28 | \$10,094.28 |
| Dog Warden | \$ 9,494.28 | \$10,094.28 |
| Detective | \$10,047.98 | \$10,647.98 |
| Sergeant | \$10,214.33 | \$10,814.33 |
| Lieutenant | \$10,214.33 | \$10,814.33 |

To convert the annual salary of an employee to an hourly rate, divide the annual salary by 2,030.

Section 2. Payment of wages. All Clare County Sheriff Department employees will be paid on a bi-weekly basis.

Article 12. Overtime

Section 1. Employees shall be compensated at a rate of one and one-half times their regular hourly rate for all hours worked in excess of eight (8) hours in any one day or over forty (40) hours in one week.

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

Section 3. Nonscheduled overtime shall be equalized throughout the department for full time employees and the supervisor will keep a monthly and annual tally of said overtime, however, when overtime is refused by a full time employee he shall be credited with the refused overtime; and at no time shall schedules be altered to provide for the non-payment of nonscheduled overtime or will part-time employees be used to facilitate the non-payment of nonscheduled overtime to full time employees. Fourteen (14) days advance notice is necessary to allow scheduling part-time personnel into overtime slots.

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

Section 5. In the event no one accepts overtime the Sheriff or his designate shall have the right to designate who will work the overtime.

Article 13. Court Time

Section 1. Court Time. Time spent in any legal proceeding by an employee shall be considered as time worked where such time spent in such legal proceedings is the result of, or arises from the performance of an employee's duties. Where such time spent in any legal proceeding occurs at a time other than during 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. Subpoena fees and mileage fees shall be refunded to the County.

Section 2. Standby shall be sued only in cases of emergency and not as a normal practice and shall not be compensated.

Article 14. Vacations.

Section 1. All employees shall be granted annual leave in accordance with the following provisions, and while absence from work while on such annual leave days, shall receive all pay, allowances, and other benefits just as though such employees were working a regular shift.

Section 2. An employee who has completed one (1) year of consecutive service with the County of Clare will receive six (6) working days annual leave. Two (2) consecutive years of service will receive twelve (12) working days annual leave. Seven (7) consecutive years of service will receive eighteen (18) working days annual leave. Holidays falling within a vacation period shall not be counted as a vacation day, but as a paid holiday.

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

Section 4. Employees will have an accumulation of one-half ($\frac{1}{2}$) regular vacation time transferred from year to year. Days not used and not eligible for accumulation will be lost.

Section 5. No more than one person shall be gone on vacation at any one time unless approved by the Sheriff.

Article 15. Sick Leave and Pay

Section 1. Sick leave shall be accumulated at the rate of one (1) day each calendar month of service.

Section 2. After accumulation of forty (40) days, the employee shall be paid at the rate of one-half ($\frac{1}{2}$) of their regular wage for that year in the first pay period of January of the following year.

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

Article 16. Holidays

1. New Year's Day
2. Lincoln's Birthday (February 12)
3. Washington's Birthday (Third Monday in February)
4. Memorial Day (Last Monday in May)
5. Fourth of July
6. Thursday P. M. of Fair Week and Friday P. M. of Fair Week [One (1) Day]
7. Labor Day (First Monday in September)
8. Veteran's Day (Fourth Monday in October)
9. Columbus Day (Second Monday in October)
10. Thanksgiving Day (Fourth Thursday in November)
11. Christmas Day
12. Election Day (General)

Section 1. General Provisions

1. In the event a holiday occurs on a day not scheduled for an employee to work, such employee will be paid for the holiday at the regular rate at the end of the year.

2. In the event an employee is scheduled and/or required to work on any holiday such employee shall be compensated at time and a half ($1\frac{1}{2}$) rate plus regular rate of pay ($2\frac{1}{2}$ time rate of pay for any holiday worked).

Article 17. Emergency Leave

Section 1. An employee shall be granted a maximum of three (3) days leave per year, with pay, due to death or critical illness in the immediate family. Immediate family shall be defined to include: parents, parents-in-law, grandparents, grandparents-in-law, husband, wife, children, brothers, sisters, grandchildren, or a member of the employee's immediate household. These days shall not accumulate.

Section 2. Employees shall be granted up to two (2) days emergency leave, without pay, for the purpose of attending funerals of other close relatives. Definition of close relatives: aunt, uncle, niece, nephew, sisters-in-law, or brothers-in-law.

Article 18. Personal Leave Days

Section 1. The employee shall be allowed three (3) days, without pay, for the purpose of conducting personal business. This may be taken in half ($\frac{1}{2}$) or whole (1) day increments, but not more than one (1) day at a time.

Article 19. Education Leaves

Section 1. Educational leave may be granted at the discretion of the Clare County Board of Commissioners and will be considered on an individual basis. If part-time help is available, the employee may be granted a position. The employee may continue his health and life insurance benefits, if he makes the payments for said insurance.

Article 20. 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 ten thousand (\$10,000.00) dollars 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 21. Medical and Hospitalization Insurance

Section 1. The County of Clare shall provide, fully paid to each employee, Michigan Blue Cross-Blue Shield Medical and Hospitalization Insurance, MVF-1 Master Medical, with rider, D-45 NM, MM-C-Contribution, MM-M Modification and MM-DED-Deductable, or another plan of equal value.

Section 2. Such insurance shall provide coverage to the employee and all his dependents throughout the course of his employment with the County of Clare and shall be continued by the County of Clare after such employee retires.

Section 3. For those employees who do not wish to join the group (Michigan Blue Cross-Blue Shield Medical and Hospitalization Insurance Plan). At the end of the year, those still employed with the County of Clare shall receive an amount equal to the premium rate that the County would pay for each employee, if they were insured under the group plan that is paid for by the County of Clare. This amount will be paid by December 15 each year along with other cash fringe benefits.

Section 4. The dependent clause of Section 2 would become effective January 1, 1976.

Article 22. 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 (\$500,000.00) dollars, per incident or aggregate.

Article 23. Longevity Pay

Section 1. Longevity pay will be paid to all employees according to the following schedule:

After 03 years service - $02\frac{1}{2}\%$ of total gross pay,
After 07 years service - $05\frac{1}{2}\%$ of total gross pay,
After 10 years service - $07\frac{1}{2}\%$ of total gross pay,
After 15 years service - 10% of total gross pay,
After 20 years service - $12\frac{1}{2}\%$ of total gross pay.

Section 2. Longevity pay will be paid in the percentages listed above from employees hire date.

Article 24. Retirement

Section 1. Retirement is with Michigan Municipal Employees Retirement System-Reciprocal Plan C-1 and payment shall continue as made in the past.

Article 25. 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.

Article 26. Firearms

Section 1. All full time employees of the Clare County Sheriff Department who are sworn-in-law enforcement officers, shall be issued and armed with one (1) 38 caliber revolver, with a four (4) inch barrel. Purchase of such weapons shall be the responsibility of the County of Clare and the County of Clare shall retain ownership of the weapons until retirement when the County of Clare will transfer ownership of the revolver at the purchase price of one (\$1.00) dollar to the retiring employee.

Article 27. Dry Cleaning

Section 1. Each employee shall be paid one hundred (\$100.00) dollars, per year, on December 15 of each year for the cleaning of their uniforms.

Article 28. Training

Section 1. The County of Clare may schedule as much training for employees, whenever practical and economically feasible and the County shall pay for all scheduled training.

Article 29. Claims

Section 1. The County of Clare 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, not to exceed twenty-five (\$25.00) dollars, per year, per employee.

Article 30. Bulletin Boards

Section 1. The County of Clare shall provide a bulletin board at the Clare County Sheriff Department. Said bulletin board shall not be used to demean or criticize the Sheriff and Commissioners, etc., by the Lodge.

Article 31. Dues Deduction

Section 1. The County of Clare shall deduct Clare County Lodge No. 155 dues upon receipt of authorization of members of the Clare County Lodge No. 155 who shall sign deduction form cards to be supplied by the Lodge. The County of Clare shall forward to the financial treasurer of the Clare County Lodge No. 155, such deductions each month following the month of deduction.

Section 2. Clare County Lodge No. 155 shall be an Agency Shop.

Article 32. 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 Lodge provided the Lodge first furnishes to the employer an authorization for 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 Lodge on or before the fifteenth (15th) day of each month. Deductions shall commence the first full month following receipt by the County of the signed check-off authorization provided the employee shall have earned sufficient pay. Such written authorization shall be irrevocable for the duration of this agreement and shall automatically renew itself for successive one (1) year periods thereafter unless the employee gives written notice of his termination of said authorization to the County and the Lodge at least fifteen (15) days prior to the termination or anniversary date of this agreement. This shall be done when the employer has the machine programmed.

Section 2. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit, within thirty (30) days from the date of their employment within the Clare County Sheriff Department or the effective date of this agreement, whichever is later, shall become members of the Lodge or pay a service fee to the Lodge, 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 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 continued employment to become members of the Lodge or pay a service fee to the Lodge for the duration of this agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 4. Save Harmless. In the event the employer acting on the request of the Lodge, discharges or attempts to discharge an employee for failure to comply with the provisions of Article 32, the Lodge shall indemnify the employer against any and all claims, demands, suits, expenses or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the employer for the purpose of complying with the provision of this agreement.

Article 33. Lay Offs

Section 1. Definition. The work "Lay Off" means a reduction in the working force due to a decrease of work or limitation in funds.

Section 2. Notification of Lay Off. Whenever practicable the employer agrees to give ten (10) days advance notification of lay offs and if possible to state in the notification the anticipated duration of the lay off.

Section 3. Lay Offs. In the event that a reduction in the work force becomes necessary, the first employees to be reduced from the department shall be in the order stated; irregular, temporary, special or part-time, probationary. Thereafter further reductions in the work force shall be on the basis of inverse seniority in the classification and ranks affected, provided however, that the senior employees have the necessary training and experience to perform the remaining available work and further subject to sections below.

Section 4. Lay Offs in Deputy Classification. First employee to be laid off in Deputy Classification shall be:

a. The employee with the least rank seniority in the rank affected, provided however, that the remaining senior employees have the experience and ability to perform the required work. Where the affected employees have the same rank seniority, the employee 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 to perform the required work.

b. Upon being laid off from his rank, an employee who so requests shall in lieu of lay off be demoted to the next lower rank in the department in which he has greater seniority than the employee who he is to replace for which he has the ability and experience to perform the required work.

c. 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 has been demoted.

d. 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 employee has not lost his 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.

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 recalled 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 fails 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 preferred eligibility lists.

Section 7. Employer Discretion. The employer shall have the discretion to lay off or recall the classification and number of employees in each classification he deems least detrimental to the overall efficiency of the department.

Section 8. Seniority Classifications for Lay Off purposes:

1. Matron Clerk
2. Clerk Dispatcher
3. Jailer
4. Deputy
5. Dog Warden.
6. Detective
7. Sergeant
8. Lieutenant

Article 34. Work Rules

Section 1. New rules and regulations, or proposed changes in rules and regulations shall be posted on a bulletin board at least ten (10) days prior to their effective date, except in case of emergency.

Section 2. 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 35. Changes in Work Schedule

Section 1. An employee shall be notified at least fourteen (14) calendar days prior to any change in his regular day off sequence, shift, or assignment. Provided, however, that this article shall not apply where: an employee request or such change is necessary to facilitate the promotion of an employee to another rank.

Article 36. 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 his last date of hire. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular rank. The application of seniority shall be limited to the preferences specially recited 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 last date of hire. Until an employee has completed the probationary period, he may be laid off or terminated at the employer's discretion without recourse to the grievance and arbitration procedure. The Lodge shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. There shall be no seniority among probationary employees.

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 Lodge upon request, but no more than twice a year.

Section 4. *Loss of Seniority.* An employee's seniority with the County in the Sheriff's Department shall terminate for the following reasons:

- a. He resigns or quits.
- b. He is discharged or terminated.
- c. He has been on lay off or sick leave or absence status for a period of time equal to his seniority at the time of his lay off or such leave for two (2) years, whichever is lesser.
- d. He is absent from work, including the failure to return at the expiration of a leave of absence vacation, lay off or disciplinary lay off, for three (3) consecutive working days without notifying the Sheriff, unless otherwise excused.
- e. Conviction of any criminal offense, except minor traffic offenses, DUII, impaired, reckless driving and major offenses.
- f. If he makes an intentionally false statement on his employment application, on an application for leave of absence, or on any other official police report.

g. He retires.

Section 5. *Seniority Accumulation.* An employee shall retain and continue to accumulate seniority while on leaves of absence unless otherwise specifically provided in the sections governing leave of absence.

Section 6. *Transfer to Non-Bargaining Unit Position.* Any employee covered by this agreement who is transferred from a classification covered by this agreement to a supervisory or other position not included within this agreement shall retain, but not accrue his seniority as of the date of such transfer.

Section 7. *Prior Service Credit.* Employees hired by the Clare County Sheriff Department having prior full-time employment in a law enforcement agency shall be credited with a maximum of three (3) years seniority after completion of probationary provisions enumerated herein.

Article 37. Supplemental Employment

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

General Provisions

1. Requests for permission to engage in supplemental employment shall be submitted to the Clare County Sheriff in writing stating the proposed hours of work and nature of work.

2. It is understood and agreed that the first obligation of employees is to the County of Clare Sheriff Department and supplemental employment shall in no way conflict with regular assigned duties.

Article 38. Residency

Section 1. An employee must be a resident of Clare County.

Article 39. Normal Work Day

Section 1. All employees shall have a regular work schedule consisting of eight (8) consecutive hours in any twenty four (24) hour period except during shift changes and except if a lay off is necessary, split-shifts may be scheduled to cover periods of high work loads for a period not to exceed sixty (60) days.

Article 40. Meal Periods and Work Breaks

Section 1. One (1) meal period and other work breaks (coffee breaks, etc.)

shall be taken at those times that will provide minimal interference with regular performance of his assigned duties. Any employee partaking in a meal period or other work break shall immediately return to the regular performance of his assigned duties upon receipt of any departmental request for his service, without any undue delay. Time spent on meal and other work breaks shall be considered as time worked and all employees shall be compensated accordingly.

Article 41. Telephone Numbers

Section 1. All employees shall be required to give their home telephone numbers to the supervisor in charge. Such telephone numbers shall be held in confidence and not given to members of the general public or to any Clare County official or Clare County employee without good cause, with the exception to be given members of this bargaining unit and recognized representative of the Lodge.

Article 42. Two Sets of Jail Keys

Section 1. The Clare County Sheriff Department will have two (2) sets of jail keys for the cell block.

LODGE BARGAINING COMMITTEE

BY _____

BY: _____

COUNTY

BY _____

BY _____