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July 14, 1994

AGREEMENT

BETWEEN

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

AND

POLICE OFFICERS LABOR COUNCIL

Clare County

Terminating December 31, 1995

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AGREEMENT

THIS AGREEMENT is entered into this 6th day of September, 1994, between the CLARE COUNTY BOARD OF COMMISSIONERS, representing the County of Clare, Harrison, Michigan and the CLARE COUNTY SHERIFF, as co-employers; hereinafter referred to as the "EMPLOYER" and the POLICE OFFICERS LABOR COUNCIL, representing the employees of the County of Clare Sheriff Department, hereinafter referred to as the "UNION" for the purpose of establishing rates of pay, hours, employment, working conditions, and other terms and conditions of employment in order to improve the relationship between the Employer and the members of the Bargaining Unit.

ARTICLE 1 RECOGNITION

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

Section 2. The Bargaining Unit shall consist of all full-time employees of the Clare County Sheriff Department possessing the ranks of Deputy Sheriff, Marine-Snowmobile Safety Officer, Detective Sergeant, Sergeant, Detective, Lieutenant, Matron-Clerk, Clerk-Dispatcher and Jailer-Corrections Officer.

ARTICLE 2 DISCRIMINATION

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

ARTICLE 3 MANAGEMENT RIGHTS

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

and the right to determine schedules of work, together with processes and manner of performing work.

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

Section 3.

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

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

ARTICLE 4 MANAGEMENT SECURITY

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

ARTICLE 5 UNION BARGAINING COMMITTEE

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

Section 2. There will be no discrimination against any employee because of his or her Union membership or his or her duties as a

member of the Bargaining Committee and these duties shall be limited to only those enumerated in this Agreement.

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

ARTICLE 6 REPRESENTATIVE

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

ARTICLE 7 VISITS BY UNION REPRESENTATIVES

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

ARTICLE 8 SPECIAL MEETINGS

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

ARTICLE 9
WAIVER

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

ARTICLE 10
RESIDENCY

Section 1. On completion of a one (1) year probationary period, as provided in this Agreement, an employee shall within sixty (60) days thereafter reside within the County of Clare.

ARTICLE 11
SUPPLEMENTAL EMPLOYMENT

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

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

ARTICLE 12
WORK RULES

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

ARTICLE 13
SENIORITY

Section 1. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Clare County Sheriff Department, commencing from the employee's last date of hire. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in that particular rank. The application of seniority shall be limited to the references specifically cited in this Agreement.

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

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

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

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

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

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

employment rights and it shall not be appealable or grievable.

- D. Employee's failure to return to work at the expiration of the leave of absence, vacation, lay-off, or disciplinary action, for three (3) consecutive working days without notification and proper excuse to the Sheriff.
- E. Employee is convicted or pleads guilty or pleads no contest to any criminal offense, driving under the influence, impaired driving, reckless driving, or other major traffic offense, except minor traffic offenses.
- F. Employee makes an intentionally false statement on his/her application or on an application for leave of absence, or any other official police report.

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

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

Section 8. Prior Service Credit.

- A. An employee hired by the Clare County Sheriff Department, having prior full time employment in a law enforcement agency, may be credited with a maximum of three (3) years seniority after completion of probationary provisions and only with proof of prior service submitted to the Union and the Sheriff.
- B. This section shall not apply to employees hired on or after January 1, 1986.

ARTICLE 14
LAY-OFF

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

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

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

Section 4. Lay-Offs In Deputy Sheriff Classification. The first employee to be laid off in a classification shall be:

- A. The employee with the least rank seniority in the rank (classification) affected, provided, however, that the remaining senior employees have the experience and ability and qualifications to perform the required work. Where the affected employees have the same rank seniority, the employees with the least seniority shall be laid off first. Further lay-offs from the affected rank shall be accomplished by inverse order of rank seniority, provided, however, that the remaining senior employees have the experience and ability and qualifications to perform the required work.
- B. Upon being laid off from his/her rank, an employee who so requests in writing to the Sheriff within forty-eight (48) hours after receipt of layoff notice, shall in lieu of lay-off, be demoted to the next lower rank in the Department in which he or she has greater seniority than the employee whom he or she is to replace for which he or she has the ability and experience and qualifications and certification to perform the required work.
- C. Employees who are demoted in lieu of lay-off shall initially be paid the same salary step in the range for the lower position to which he/she has been demoted.
- 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 the employee has not lost his/her seniority.

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

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

days of the time set for return to work, shall be presumed to have resigned and their names shall be removed from seniority and referred eligibility lists.

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

ARTICLE 15 DISCIPLINE AND DISCHARGE

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

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

Section 3. In imposing any discipline on a current charge, the Sheriff will not take into account any prior infractions which occurred more than two (2) years previously, nor impose discipline on any employee for unintentional errors or mistakes in his or her employment application. Fraud or intentional misrepresentation shall be grounds for discharge or suspension.

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

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

Section 6. Special Inactivation. If any employee shoots, while in the line of duty, another person, either injuring or killing that

person, that employee will be inactivated for a period of not less than three (3) days, except during periods of emergency; with all pay and benefits.

Section 7. Inactivation. Inactivation means that an employee may be taken off active duty up to ninety (90) days. Inactivation may be used by the Clare County Sheriff Department as a period of investigation. During this period, the employee will remain on the payroll and will retain all Departmental equipment with the exception of his or her 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 as punishment by the Clare County Sheriff Department. In the event that inactivation lasts longer than one (1) week, the Supervisor of the employee shall indicate the status of the investigation weekly to the employee.

ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 1. Verbal Procedure. An employee with a grievance shall, within ten (10) calendar days as noted above, first discuss the grievance 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 to the grievance 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 written form as noted above, signed by the aggrieved employee and within ten (10) calendar days presented to the Sheriff or his designee, who shall place the Sheriff's written disposition thereupon and return it to the Steward within ten (10) days.

Step 3. Presentation to Employer. If the grievance is not satisfactorily resolved at Step 2 of this Procedure, the grievance may be presented in writing to the Em-

ployer or its designee within ten (10) days after the receipt of the written answer of the Sheriff or his designee. Within fifteen (15) days upon receipt of the grievance at Step 3, the Board of Commissioners' Law Enforcement Committee and its representative(s), the Sheriff or his designee, the Grievant, Steward and the Labor Council Representative shall meet on a mutually agreed date and time to discuss the grievance with the objective of resolving the matter. The Law Enforcement Committee shall within ten (10) days of the meeting at this step submit its answer in writing to the Steward and Labor Council Representative.

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

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

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

Section 6. Selection of Arbitrator. If, pursuant to the grievance and arbitration 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 decide the matter. If no selection is made 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 from the list. The arbitrator's decision shall be final and binding on the Employer, the Union and Employee subject to Section 7. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

Section 7. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he/she shall at all times be governed wholly by the terms of the Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement, either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only

decide the merits of the grievance if arbitrability is affirmatively decided. It is the intent of the parties hereto that arbitration shall be used during the life of this Agreement to resolve the disputes which arise concerning the expressed provisions of this Agreement which reflect the only concessions which the Employer has yielded. The award of the arbitrator shall be retroactive no earlier than the date when the grievance was timely filed.

Section 8. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

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

ARTICLE 17 NORMAL WORK DAY

Section 1. All employees shall have a regular work schedule consisting of eight (8) hours in any twenty-four (24) hour period except during shift changes and except for lay-off.

ARTICLE 18 CHANGES IN WORK SCHEDULE

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

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

ARTICLE 19 MEAL PERIODS AND WORK BREAKS

Section 1. One (1) meal period shall be taken at those times that will provide minimal interference with regular performance of the employee's assigned duties. Any employee partaking in a meal period

shall immediately return to the regular performance of his/her assigned duties upon receipt of any Departmental request for his/her services, without delay. Time spent on meals shall be considered as time worked and all employees shall be compensated accordingly. Meal periods shall not exceed one-half (1/2) hour. Breaks and meal periods cannot be taken at the beginning or end of a shift unless authorized by a command officer. Work breaks may be taken pursuant to rules and regulations issued by the Sheriff.

ARTICLE 20
CLAIMS

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

ARTICLE 21
TRAINING

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

ARTICLE 22
INOCULATIONS

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

ARTICLE 23
FIREARMS

Section 1. All full time employees of the Clare County Sheriff Department who are sworn in, certified law enforcement officers, shall be issued and armed with one (1) .38 caliber revolver with a four (4) inch barrel. Purchase of said weapon shall be the responsibility of the County of Clare and the County of Clare shall retain ownership of weapons until retirement when the County of Clare shall transfer ownership of the revolver at the purchase price of one dollar (\$1.00) to the retiring employee. Notwithstanding any contrary provision, the Employer is only obligated to provide two (2) weapons if there is no cost to the Employer for both weapons. The Employer will provide one (1) weapon to each certified police officer at no cost to the officer.

Section 2. All full time employees of the Clare County Sheriff Department who are sworn in, certified law enforcement officers, shall be issued and armed with one (1) .38 caliber revolver with a two (2) inch barrel, as such weapons may be available through the Michigan State Police and the County of Clare shall retain ownership. The Officer shall be paid \$565.00 on the first pay period in December. Notwithstanding any contrary provision, the Employer is only obligated to provide two (2) weapons if there is no cost to the Employer for both weapons. The Employer will provide to each certified police officer one (1) weapon at no cost to the officer.

ARTICLE 24
DRY CLEANING

Section 1. Each full time employee shall be paid up to five hundred dollars (\$500.00) on the first pay period of December for uniform cleaning. The five hundred dollars (\$500.00) shall be prorated to January 1 of each year on new hires or employees off work for more than forty (40) work days within a calendar year, excluding holidays and vacation.

ARTICLE 25
VACATIONS

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

Section 2. An employee who has completed one (1) year of consecutive service with the Clare County Sheriff Department will receive six (6) working days annual leave. After two (2) years of consecutive employment, employee shall receive twelve (12) working days of annual leave. After five (5) years of consecutive employment with the Clare County Sheriff Department, employee shall receive eighteen (18) days of annual leave. Holidays falling within a vacation period shall not be counted as vacation days, but as paid holidays.

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

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

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

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

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

ARTICLE 26 EMERGENCY AND PERSONAL LEAVE DAYS

Section 1. An employee shall be granted up to five (5) 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, grandchildren, children, spouse. These days shall not accumulate.

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

Section 3. The employee shall be allowed three (3) days with pay for the purpose of conducting personal business. This time may be taken in half or whole day increments, but not more than one day at a time. These days shall not accumulate.

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

Section 5. Emergency leave and personal leave days shall be considered as emergency situations in regards to the provision of Article 18.

ARTICLE 27 EDUCATIONAL LEAVE

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

ARTICLE 28
BULLETIN BOARDS

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

ARTICLE 29
WAGE SCHEDULE

Section 1.

A. For employees hired on or before December 31, 1989, the following compensation shall be applicable:

Effective January 1, 1994 through December 31, 1995, the salaries to be paid are as follows:

<u>RANK</u>	<u>1-1-94</u>	<u>1-1-95</u>
Lieutenant	28,485.05	29,339.60
Det./Lieutenant	28,485.05	29,339.60
Sergeant	28,060.16	28,901.96
Deputy	26,647.92	27,447.36
Matron/Clerk	21,787.36	22,440.98
Clerk/Dispatcher	20,335.13	20,945.18

B. For employees hired on or after January 1, 1989, the following compensation shall apply.

Salaries for DEPUTY Classification beginning January 1, 1994 through December 31, 1995:

	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>
<u>1-1-94</u>	20,717.92	21,837.79	22,621.71	23,517.62	26,647.92
<u>1-1-95</u>	21,339.46	22,492.92	23,300.36	24,223.15	27,447.36

Salaries for JAIL SECURITY Classification beginning January 1, 1994 through December 31, 1995:

	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
<u>1-1-94</u>	17,767.43	18,844.25	21,787.36
<u>1-1-95</u>	18,300.45	19,409.58	22,440.98

Salaries for MATRON/CLERK Classification beginning January 1, 1994 through December 31, 1995:

	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
<u>1-1-94</u>	17,229.02	17,982.79	21,787.36
<u>1-1-95</u>	17,745.89	18,522.27	22,440.98

Salaries for CLERK/DISPATCHER Classification beginning January 1, 1994 through December 31, 1995:

	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
<u>1-1-94</u>	16,152.21	16,905.98	20,335.13
<u>1-1-95</u>	16,636.78	17,413.16	20,945.18

Employees shall receive their step increases upon their anniversary date (date of hire) when eligible.

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

There shall only be up to a total of four (4) Sergeants in the Unit.

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

* Retroactive payment is only for employees employed on the date of ratification of this agreement by both parties.

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

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

ARTICLE 30 OVERTIME

Section 1. Employees shall be compensated at the rate of one and one-half (1-1/2) 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 any one week.

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

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

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

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

ARTICLE 31 COURT TIME

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

ARTICLE 32 BREATHALYZER OPERATION

Section 1. Time spent in the operation of the breathalyzer instrument by a certified breathalyzer operator, employee of the Department, shall be compensated according to the same provisions as those pertaining to court time.

Section 2. Standby shall be used only in cases of emergency and not as a normal practice and shall be compensated at the regular rate of pay.

Section 3. The Matron/Clerk and Clerk/Dispatcher are to receive \$565.00 a year as compensation for stand-by status for female arrests. This is to be paid on the first payday of December. For persons hired on or after January 1, 1992, this stand-by pay shall be eliminated.

ARTICLE 33
TIME SPENT AT DEPARTMENTAL MEETINGS

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

ARTICLE 34
SICK LEAVE AND SICK PAY

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

Section 2. Effective January 1, 1994, after the accumulation of seventy (70) days sick leave, an employee shall be paid sixty-five (65%) percent of all sick leave accumulated over the seventy (70) day limit at his or her regular wage rate for that year to be paid on the first payday of December starting in 1994. All the remainder of sick leave over seventy (70) days shall be lost.

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

Section 4. Unpaid leave of absence will be granted to any female employee for maternity leave, not to exceed six (6) months from the date of delivery, and/or two (2) months prior to delivery if the employee so requests. In case of medical complications, an employee may request an additional three (3) months extension of leave.

Section 5. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

Section 6. All sick leave used shall be verified by the employee with evidence as his/her Supervisor may require which could include a doctor's verification. The Supervisor may only require verification when he/she has reasonable cause to believe that an employee is abusing sick time.

Section 7. The Sheriff may require that an employee present medical certification of his/her physical or mental fitness to continue working.

Section 8. The Sheriff reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of leave of absence including but not limited to vacation, sick leave, or layoff. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Sheriff or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be paid by the Employer if not covered by the employee's insurance. On the basis of said examination, the Sheriff shall take appropriate action.

ARTICLE 35
LONGEVITY PAY

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

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

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

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

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

Section 2. Longevity pay will be paid on the first pay period in December each calendar year.

ARTICLE 36
HOLIDAYS

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

Section 2. In the event that an employee is scheduled and/or required to work on any Holiday, such employee shall be compensated at one and one-half (1-1/2) times his or her rate plus the regular rate of pay (2-1/2 times the rate of pay for all Holiday hours worked).

Section 3. Holidays paid include the following:

Full Paid Holidays

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

Half Paid Holidays

- 1) Christmas Eve (December 24th)
- 2) New Year's Eve (December 31st)
- 3) Fair Week (Thursday)
- 4) Fair Week (Friday)

ARTICLE 37
PAYROLL DEDUCTION

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

ARTICLE 38
DUES DEDUCTION

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

ARTICLE 39
AGENCY SHOP

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

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

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

Section 4. Save Harmless. In the event the Employer, acting at the request of the Union, discharges or attempts to discharge an employee for failure to comply with Article 37, 38 or 39, the Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits, expenses or other forms of liabilities of whatsoever kind and nature that shall arise out of the action taken by the Employer of the purpose of complying with the provisions of the Agreement.

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

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

All checkoff authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to

the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

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

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

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

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

ARTICLE 40

SAFETY COMMITTEE AND NON-BARGAINING UNIT PERSONNEL USE

Section 1. The Clare County Sheriff Department shall have a Safety Committee consisting of three (3) members of the Police Officers Labor Council at the Clare County Sheriff Department to bring safety concerns to the attention of the Sheriff.

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

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

ARTICLE 41
RETIREMENT

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

Section 2. Employees who retire after January 1, 1992, may purchase health insurance, subject to insurance company's regulations and approval. Such retired employees must pre-pay the premiums per the Employer's regulations.

ARTICLE 42
LIFE INSURANCE

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

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

ARTICLE 43
MEDICAL AND HOSPITALIZATION INSURANCE

Section 1. The County of Clare shall provide a self-funded Employees/Dependant Health Benefit Plan fully paid for each employee administered by Group Benefits Services, Inc., Comprehensive Hospital Care with MVF-1 Medical-Surgical Care, Reciprocity Program with the following riders and conditions.

Section 2. Master Medical which has the \$100.00 to \$200.00 deductible and which has the below mentioned riders. A copy of the benefit plan shall be attached to and become part of this Agreement.

Section 3. The County of Clare shall provide to the employees and their dependents the preferred dental rider of 50-50 coverage. After the execution of this contract in 1992, at a time determined by the Employer and insurance company, employees may purchase an orthodontic dental rider through payroll deductions, subject to insurance carrier approval and regulations.

Section 4. The County of Clare shall provide on the Master Medical Policy, that of a basic optical rider where coverage is 80-20 to the employees/dependents of the Clare County Sheriff Department.

Section 5. After January 1, 1992, at a time determined by the Employer, the County of Clare shall provide the following rider on the Master Medical policy, that of the \$5.00 prescription rider.

Section 6. The County of Clare shall also provide the following rider on the Master Medical policy, that of (ml) members liability. This rider eliminates the member from paying the initial \$5.00 or 10% for the services of diagnostic laboratory and pathology, diagnostic X-ray, therapeutic radiology. The County of Clare would pay the full, usual, reasonable and customary charge for these services.

Section 7. The County of Clare shall also provide the following rider on the Master Medical policy, that of (PPNV) Pre and Post Natal care. Rider PPNV adds the following benefit for payment of the doctors' reasonable charges, regardless of the date of conception. Pre Natal Care Post Natal Care.

Section 8. The County of Clare shall also provide the following rider on the Master Medical Policy, that of Voluntary Sterilization Benefit (VST). The VST rider provides benefits for physician services for male or female sterilization without requiring hospitalization or a "medically necessary" condition.

Benefits include payment of reasonable charges for such sterilization procedures as Vasectomy and Tubal Ligation.

Section 9. The County of Clare shall also provide the following rider on the Master Medical Policy, that of Accidental Injury and Medical Emergency Benefits (FAE-RC). This rider eliminates the \$15.00 limitation for first aid treatment of accidental injuries, providing instead, payment of reasonable fees as determined under the variable fee program. In addition, this rider adds coverage for the payment of reasonable fees for minor, initial treatment of medical emergencies.

Section 10. Employees hired after January 1, 1992, shall not be eligible and shall not receive health insurance coverages noted hereunder until they have completed ninety (90) days of employment.

Section 11. For those employees hired on or before January 1, 1986 who do not wish to join the Health Care Benefit Plan, at the end of the year those still employed by the Clare County Sheriff Department shall receive \$400.00 for 1 to 2 person coverage and \$750.00 for three (3) or more person coverage that they would have had if they were insured. This amount will be paid on the first payday in December. The above stated amounts shall be pro rated on a monthly basis if the employee declines coverage for part of a year.

Section 12. For those employees hired after January 1, 1986 who do not wish to join the Health Care Benefit Plan, those employees will not receive any money back at the end of the year if they choose not to take the insurance.

Section 13. The insurance plan provided in this Article (Article 43,) shall remain in full force and effect and shall not be changed without approval of the Union.

Section 14. Employees who retire from the County and are drawing County retirement benefits may continue to receive insurance coverage provided they pre-pay the cost to the County per month and the insurance company permits the same. Such coverage shall be under the terms and conditions established by the insurance company and/or the County.

ARTICLE 44
FALSE ARREST INSURANCE

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

ARTICLE 45
AMBULANCE SERVICE

Section 1. The Employer shall subsidize an ambulance service for the employees and their family at no cost to the employee as per agreement with the ambulance services.

ARTICLE 46
WORKERS' COMPENSATION

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

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

While an employee is receiving workers' compensation payments they shall be able to accrue sick leave for the first six (6) months

only, i.e., not more than 6 months. Such employee shall not receive and shall not accrue vacation, holiday pay, cleaning, gun allowance (and sick leave after 6 months) while on workers' compensation. Health insurance shall continue while the employee is on workers' compensation.

If an employee is on workers' compensation for more than 6 months, he/she shall be able to supplement their workers' compensation payment by using their accrued and banked sick leave and/or vacation so as to receive the same net salary (regular, non-overtime work schedule) they would have received if not on workers' compensation.

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

ARTICLE 47 LEGAL COUNSEL

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

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

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

ARTICLE 48 PRACTICE AMMUNITION

Section 1. The County of Clare shall issue to each certified law enforcement officer, one hundred (100) rounds of practice ammunition per year.

Section 2. Each officer shall make the deposit on brass and shall turn in used brass before receiving the next issue.
March - 50 rounds, September - 50 rounds.

ARTICLE 49
PLAIN CLOTHES ALLOWANCE

Section 1. Plain clothes officers, Detectives and Juvenile Officers, shall receive from the County of Clare two hundred and fifty dollars (\$250.00) each year as clothing allowance.

Section 2. Clothing allowance shall be made available to officers by the County of Clare each May in separate checks.

ARTICLE 50
PAYMENT OF ALLOWANCES

Section 1. The Employer will issue two (2) checks in December: one being for normal compensation and the second for "Fringe Benefit payments" for longevity, gun allowance, cleaning allowance, sick payment, health insurance reimbursement (if the employees are entitled to same). The Employer agrees to use the IRS Annual Rate Schedule for Federal Tax Deductions for the "Fringe Benefits" checks if permitted by the IRS. This will apply to all employees. The Police Officers Labor Council shall indemnify and save the Employer harmless against any and all liability in the event that the above is held to be impermissible.

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

ARTICLE 51
JURY DUTY

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

ARTICLE 52
SAVINGS CLAUSE

Section 1. If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should

LETTER OF UNDERSTANDING BETWEEN
THE CLARE COUNTY BOARD OF COMMISSIONERS
and
THE CLARE COUNTY SHERIFF
and
THE POLICE OFFICERS LABOR COUNCIL

THIS LETTER OF UNDERSTANDING, date this 6th day of September, 1994, is executed between the Clare County Board of Commissioners, the Clare County Sheriff (hereinafter collectively referred to as the "Employer"), the Police Officers Labor Council (hereinafter referred to as "Union", and the undersigned members of the Union.

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The following bargaining unit member has voluntarily agreed to irrevocably donate twenty (20) accrued and earned sick days, equal to (160) hours, to Bob Loy:

DAN DUMA ✓

2. The following bargaining unit member has voluntarily agreed to irrevocably donate six (6) accrued and earned sick days, equal to (48) hours, to Bob Loy:

RALPH GROVES ✓

3. The following bargaining unit members have voluntarily agreed to irrevocably donate five (5) accrued and earned vacation days, equal to (40) hours, to Bob Loy:

TOM SANDBORN ✓

MIKE COON ✓

4. The following bargaining unit members have voluntarily agreed to irrevocably donate two (2) accrued and earned sick days, equal to (16) hours, to Bob Loy:

JEFF JEROME ✓

MARIE BRECHTELSBAUER ✓

5. The following bargaining unit members have each voluntarily agreed to irrevocably donate five (5) accrued and earned sick days, equal to (40) hours, to Bob Loy:

JOHN BARTZ ✓

PAUL MERCY ✓

RICK MILLER ✓

CARL PARKS ✓

JOHN WILSON ✓

GREG RYNEARSON ✓

DON SHOOTER ✓

DALE HASKIN ✓

BILL LARSON ✓

MIKE CONWAY ✓

6. The ninety (90) days (720 hours of donated sick and vacation time shall be deducted from each of the above employees as listed above and credited

to Bob Loy. Mr. Loy shall not earn or accure any additional sick or vacation time while utilizing the donated sick and vacation time. If Mr. Loy's employment with the Employer is terminated, Mr. Loy shall not be entitled to receive any "cash-out" of the donated sick and vacation time, notwithstanding any contrary provision of the collective bargaining agreement. If any donated sick or vacation time remains credited to Mr. Loy at the time his employment is terminated, said time shall be returned to the donating employees on a pro-rata basis, rounded to the nearest half-day (four (4) hours).

7. The undersigned bargaining unit members and the Union each hereby waive, release, and discharge the Employer, its officers, employees, agents, servants, both past and present, successors, and assigns, from any and all manner of action, liability, claim, causes of action, charges, complaints, suits (judicial, administrative or otherwise), damages, debts, demands, grievances, obligations, or any other liabilities of where~~ver~~ nature, arising out of the donation of sick and vacation time to Bob Loy.

8. Effective July 1, 1994, Mr. Loy will be considered to be on a leave of absence due to his serious medical condition in accordance with the Family and Medical Leave Act. This notice shall not be construed as an admission by the Employer that the employee is eligible for benefits under the Family and Medical Leave Act. The Employer reserves all rights to object to any claims made by Mr. Loy for Family and Medical Leave Act benefits.

9. This agreement shall be considered to be with prejudice or precedent as to any future application of the Collective Bargaining Agreement to any bargaining unit memebers.

10. All the other terms and conditions specified in the Collective Bargaining Agreement between the parties shall remain in full force and effect.

COUNTY OF CLARE

By Edward L. Howland
Edward L. Howland, Chairperson
Board of Commissioners

By Howard A. Haskin
Howard A. Haskin, Sheriff

POLICE OFFICERS LABOR COUNCIL

By James Quinn
James Quinn, Business Agent

By Ralph Groves

By Michael S. Conway

Tom Sandborn
Tom Sandborn

Mike Coon
Mike Coon

Bill Larson
Bill Larson

John Bartz
John Bartz

Paul Mercy
Paul Mercy

Ralph Groves
Ralph Groves

Das Duma
Das Duma

Rick Miller
Rick Miller

Carl Parks
Carl Parks

John Wilson
John Wilson

Greg Rynearson
Greg Rynearson

Don Shooter
Don Shooter

Jeff Jerome
Jeff Jerome

Dale Haskin
Dale Haskin

Marie Brechtelsbauer
Marie Brechtelsbauer

Bob Loy
Bob Loy

Michael S. Conway
Mike Conway

be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 53
GENDER CLAUSE

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

ARTICLE 54
MILITARY RESERVE TRAINING

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

ARTICLE 55
PART-TIME CORRECTIONS OFFICER

Section 1. The Clare County Sheriff's Department may hire up to five (5) part-time Corrections Officers. These employees will be paid less than Correction Officers covered under this contract and work a maximum of thirty-five (35) hours per week. No fringe benefits shall be paid to these employees. These positions are not covered by the collective bargaining contract.

ARTICLE 56
DURATION OF AGREEMENT

This Agreement shall be effective on the 1st day of January 1994, unless otherwise provided herein and shall continue in full force and effect through December 31, 1995.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to its expiration of their

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING is entered into this 6th day of September, 1994, by and between the POLICE OFFICERS LABOR COUNCIL and CLARE COUNTY SHERIFF HOWARD A. HASKIN.

WHEREAS, the parties recognize that Undersheriff David Price is an executive and therefore excluded from a collective bargaining contract; and

WHEREAS, the parties desire to provide that Undersheriff David Price may return to the bargaining unit in the event that he is demoted or resigns his Undersheriff position.

THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, the parties hereby agree as follows:

1. In the event that the Undersheriff is demoted or resigns his Undersheriff position, the Police Officers Labor Council hereby agrees to accept that person (David Price) into its Clare County bargaining unit and will provide that person with all the privileges and benefits that rightfully belong to a member of the bargaining unit of the Clare County Sheriff's Department.

2. The rights and benefits which the Undersheriff will have under the POLC collective bargaining contract will be based upon his total seniority as an employee in the Sheriff's Department.

POLICE OFFICERS LABOR COUNCIL

By: 

By: 

By: 

CLARE COUNTY SHERIFF

By: 
Howard A. Haskin

desire to modify or alter the Agreement. If such notification is given, this Agreement shall remain in full force and effect until such time a new retroactive Agreement is executed.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of September, 1994.

EMPLOYER

UNION

CLARE COUNTY BOARD OF
COMMISSIONERS

POLICE OFFICERS LABOR COUNCIL

By Edward L. Howland, Chairperson

By Edward L. Howland

[Signature]

[Signature]

CLARE COUNTY SHERIFF

By Howard A. Haskin, Sheriff

Kimberly J. Davis
[Signature]

CLARE COUNTY BOARD OF COMMISSIONERS



225 W. Main Street, P.O. Box 438, Harrison, Michigan 48625

(517) 539-7436 PHONE

District 1
EDWARD L. HOWLAND
District 2
LYNN GRIM
District 3
JOHN R. J. SHAGENA
District 4
SHIRLEY J. RILETT
District 5
JOY A. WEHRLY
District 6
ROBERT WHITESIDE
District 7
DEBORAH L. HEBER

September 8, 1994

Michigan Employees Retirement System
Third Floor, General Office Building
7150 Harris Drive, P.O. Box 30174
Lansing, Michigan 48909

Attention: Barbara Joells

Dear Barbara:

I am enclosing herewith Clare County Resolution #94-09 which was adopted by the Clare County Board of Commissioners on September 6, 1994, changing the benefit program for the P.O.L.C. for Clare County from Benefit B2 to Benefit B3 effective October 3, 1994.

Sincerely,

Donna M. Carr, Clerk
Board of Commissioners

DMC/jkm

enclosure

CC: Ralph Grove
Howard Haskin
James J. Quinn



RESOLUTION FOR ADOPTING NEW MERS BENEFITS

In accordance with Act 427, P.A. of 1984, as amended, the
County of Clare adopts the following benefits
(participating municipality)

for:

Police Officers Labor Council or all employees
(bargaining unit)

BENEFIT PROGRAM:

From: Benefit B2 To: Benefit B3
(current program) (new program)

Effective Date: October 3, 1994

WAIVERS:

- F50/25 F50/30
- F55/15 F55/20 F55/25 F55/30

Effective Date: _____

EMPLOYEE CONTRIBUTION RATE:

New Rate: _____

Effective Date: _____

ADDITIONAL BENEFITS:

- FAC 3 V-6 V-8

Effective Date: _____

RETIREE COST-OF-LIVING BENEFIT PROGRAMS:

- E E-1 E-2

Effective Date: _____

I HEREBY CERTIFY THAT THE ABOVE WAS ADOPTED BY THE

County of Clare AT ITS MEETING HELD September 6, 1994.
(governing body)



Signature of Authorized Official

STATE OF MICHIGAN



JOHN ENGLER, Governor

DEPARTMENT OF MANAGEMENT & BUDGET

PATRICIA A. WOODWORTH, Director

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM
 THIRD FLOOR, GENERAL OFFICE BUILDING
 7150 HARRIS DRIVE
 P.O. BOX 30174
 LANSING, MICHIGAN 48909
 PHONE (517) 322-6278
 FAX (517) 322-6269

MERS Benefit Modification Notice

Employer #1802: Clare County

The following benefit provisions were changed:

Unit #01: General

Benefit Description
 Benefit B-2

Effective Date
 10/01/1994

Unit #02: Police-Fire

Benefit Description
 Benefit B-3

Effective Date
 10/01/1994

After the above modifications were made, the following benefit provisions were in effect as of 10/01/1994:

Unit #01: General

Benefit Description
 Benefit B-2
 Benefit F55 (With 25 Years of Service)
 Benefit V-8 (8 Year Vesting)
 5 Year Final Average Compensation
 Member Rate: 3% Under \$4,200 plus 5% Over \$4,200

Unit #02: Police-Fire

Benefit Description
 Benefit B-3
 Benefit F55 (With 25 Years of Service)
 Benefit V-8 (8 Year Vesting)
 5 Year Final Average Compensation
 Member Rate: 3% Under \$4,200 plus 5% Over \$4,200

If there is any question about these benefit provision modifications or about the benefit provisions in effect, please contact the MERS administrative office by writing to the address above or by telephoning (800) 767-6377.