

**AGREEMENT**

**between**

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

**and**

**Capitol City Labor Program, Inc.  
Corrections Officers Unit**

**2018-2020**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the CLINTON COUNTY BOARD OF COMMISSIONERS, and the SHERIFF OF CLINTON COUNTY, together hereinafter referred to as the "Employer," and the Capitol City Labor Program, Inc., Corrections Officers Unit hereinafter referred to as the "Union."

### **PURPOSE AND INTENT**

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

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

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

### **ARTICLE 1: RECOGNITION**

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

All full time and part time employees of the Clinton County Sheriff's Office classified as correction officers, BUT EXCLUDING Sheriff, Undersheriff, Captain, Lieutenants, Sergeants, detectives, road deputies, administrative aide, cooks, clerical employees, all other part-time and seasonal employees, animal control officers, supervisors, and all other employees.

### **ARTICLE 2: REPRESENTATION**

2.1: Collective Bargaining Committee. The Employer recognizes a collective bargaining committee of the Union comprised of not more than two (2) employee representatives. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for employees within the collective bargaining unit as provided in the Grievance Procedure. In the absence of a collective bargaining committee member, an alternate shall act in the member's stead. Members of the collective bargaining committee shall also meet with County officials and the Sheriff for the purpose of negotiating modifications to this Agreement. The Union may also have non-employee representatives present. The Union shall furnish the Employer in writing the names of its collective bargaining committee members and alternates before they shall be recognized.

2.2: Reporting. When it is necessary for a collective bargaining committee member or alternate to leave work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, the member shall first obtain permission from the Sheriff or his designee. Such

permission shall not be unreasonably withheld. The collective bargaining committee member or alternate shall return to his/her job as promptly as possible and, upon return, shall immediately report to the Sheriff or shift Sergeant. A collective bargaining committee member or alternate whose duties require services outside of the Sheriff's Office shall perform his/her function in a manner that would not require return to the Sheriff's Office for the sole purpose to perform representation functions.

2.3: Lost Time. The Employer agrees to pay members of the collective bargaining committee for time spent while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with officials of the Employer but only for the straight time hours they would have worked on their regular work schedule.

### **ARTICLE 3: UNION SECURITY**

3.1: Agency Shop. ~~As a condition of continued employment, all Employees covered by this Agreement shall either~~ may become ~~or remain~~ a member in the Union or pay to the Union a representation fee which shall be less than one hundred (100%) percent of the amount uniformly paid as regular monthly dues by employees in the bargaining unit who are Union members. Payments shall start within thirty (30) days following the ~~beginning of employment or the effective date of this Agreement, whichever is later~~ execution of a checkoff authorization form. ~~Employees shall be deemed to be in compliance with this Section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees, whichever is appropriate.~~

3.2: Dues Checkoff.

A. During the term of this Agreement, the Employer agrees to deduct from the pay of each employee in the bargaining unit who completes a checkoff authorization form the Union's dues or service fee subject to all of the following subsections.

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

C. All checkoff authorization forms shall be filed with the County Administrative Assistant who may return any incomplete or incorrectly completed form to the Capitol City Labor Program, Inc. Executive Director, 5195 Jet Dr., Lansing, Michigan 48911, and no checkoff shall be made until such deficiency is corrected.

D. The Employer shall checkoff only obligations that come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if the employee has duplicated a checkoff deduction by direct payment to the Capitol City Labor Program, Inc. Executive Director, 5195 Jet Dr., Lansing, Michigan 48911

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

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

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

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

#### **ARTICLE 4: MANAGEMENT RIGHTS**

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

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

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

#### **ARTICLE 5: GRIEVANCE PROCEDURE**

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

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

Step I.

Written, Sergeant. An employee with a grievance shall, within seven (7) days of the occurrence or discovery of the incident which gave rise to the grievance, reduce the grievance to writing, setting forth the facts and the specific provision or provisions of this Agreement which are alleged to have been violated, signed by the aggrieved employee and a Union representative. The Sergeant shall place his/her written disposition and explanation thereupon and return it to the Union representative or alternate involved within seven (7) days.

Step II.

Written, Sheriff. If the grievance is not satisfactorily resolved at Step I, it may be appealed by submitting the grievance to the Sheriff or the Sheriff's designee within seven (7) days following receipt of the Sergeant's written answer in Step I who shall place his written disposition and explanation thereupon and return it to the Union representative or alternate involved within seven (7) days.

Step III.

Chairperson, Personnel Committee. If the grievance is not satisfactorily resolved at Step II, it may be appealed by submitting the grievance to the Chairperson of the Personnel Committee of the County Board of Commissioners within fourteen (14) days following receipt of the Sheriff's written answer in Step II. Within fourteen (14) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer representatives shall be the Chairperson of the County Personnel Committee and the Sheriff. The Union representative shall be a member of the collective bargaining committee. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the fourteen (14) day period, it shall be scheduled for a date mutually convenient to the parties without unreasonable delay. The Employer shall place its written answer on the grievance within fourteen (14) days after the meeting and return the grievance to the Union. In order for the decision to be binding at Step III, it shall bear the signatures of the Sheriff and the Chairperson of the County Personnel Committee. The Personnel Committee does not have the authority to change a decision made by the Sheriff or the Sheriff's designee on disciplinary matters. The Personnel Committee shall decide economic issues.

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

5.4: Selection of Arbitrator. If, pursuant to the Grievance Procedure established in this Agreement a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select an arbitrator who shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service (FMCS) by each party alternately striking a name.

The party to first strike a name shall be determined by lot. The remaining name shall serve as the arbitrator. If FMCS no longer provides lists of arbitrators to the parties, then the parties will use the Michigan Employment Relations Commission (MERC). The fees and expenses of the arbitrator shall be paid by the losing party as determined by the arbitrator.

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

5.6: Grievance Form. The grievance form shall be supplied by the Union.

5.7: Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

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

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

## **ARTICLE 6: DISCIPLINARY PROCEDURE**

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

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

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

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

6.5: Leaving Premises. Whenever possible, the discharged or suspended employee will be allowed to discuss the employee's discharge or suspension with a Union representative before the employee is required to leave the property of the Employer. The Employer will make available an area where the Union representative and employee may meet in private.

6.6: Expedited Grievance. Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be filed and processed initially at Step III of the Grievance Procedure within seven (7) days after such action is taken.

6.7: Return to Station. The provisions of Section 2.2 to the contrary notwithstanding, a Union representative whose duties require services outside of the Sheriff's Office shall be allowed to return to the Sheriff's Office for representation of an employee in the bargaining unit in cases involving investigative interview, discipline with time off, or discharge, unless doing so would significantly interfere with the representative's immediate responsibility to complete an assignment then in progress, in which case the representative would be allowed to return to the Department for the purpose stated when such assignment was completed.

## **ARTICLE 7: SPECIAL MEETINGS**

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

## **ARTICLE 8: WORK STOPPAGES**

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

be no strike, sit-downs, stay-ins, stoppages of work, or acts that interfere in any manner or to any degree with the services of the County.

8.2: Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 8.1 shall be subject to such disciplinary action as the Sheriff deems appropriate. The Sheriff may deem discharge as an appropriate penalty for violation of Section 8.1.

## **ARTICLE 9: SENIORITY**

9.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Clinton County Sheriff's Office commencing with the last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. Employees transferred into the bargaining unit from other positions in the County will retain their seniority for the purpose of computing pension, accrued sick leave, vacation accrual, vacation accumulation and longevity only. For all other purposes, bargaining unit seniority will prevail.

9.2: Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty, if such period of absence is greater than fifteen (15) work days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from his/her last date of hire. The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be laid off, disciplined, suspended, or terminated by the Employer at any time without regard and without recourse to this Agreement and without recourse to the Grievance and Arbitration Procedure.

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

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

- A. The employee resigns or quits;
- B. The employee is discharged or terminated;
- C. The employee retires;
- D. The employee has been on layoff or sick leave of absence status for a period of time equal to his/her seniority at the time of his/her layoff or sick leave or twenty-four (24) months, whichever is less;
- E. The employee fails to return to work at the specified time upon expiration of a leave of absence, vacation, recall from layoff, or disciplinary suspension, unless otherwise excused by the Sheriff;

F. The employee is absent from work for three (3) consecutive days without prior notice to the Sheriff, unless a satisfactory reason for such absence is given;

G. The employee is convicted of or pleads guilty or nolo contendere to a felony or a misdemeanor punishable by one (1) year;

H. The employee makes an intentional and material false statement on his/her employment application, on an application for leave of absence, or on any other official police report.

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

A. No permanent or probationary employee shall be laid off from the employee's position in the Sheriff's Office while any temporary or irregular employees are serving in the same position in the Department.

B. The first employee to be laid off shall be the probationary employee in the classification affected. The next employee will be the employee with the least seniority in the classification affected, provided, however, that the remaining employees have the experience, ability, and training to perform the required work. Further layoffs from the affected classification shall be accomplished by the inverse order of seniority, provided, however, that the remaining employees have the experience, ability, and training to perform the required work.

C. Upon being laid off from the employee's classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification in the Department, provided, however, that the employee has greater seniority than the employee who is being to replaced and the employee has the experience, ability, and training to perform the required work. Law enforcement officers cannot bump a corrections officer, nor may corrections officers bump law enforcement officers.

D. An employee who is demoted in lieu of layoff shall be paid at the same salary step in the range of the lower position to which the employee has been demoted.

9.6: Recall. Employees who are laid off or who are demoted in lieu of layoff shall be recalled to their former classification or rank in order of their seniority when the work force is to be increased, provided that the employee has not lost seniority.

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

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

9.9: Temporary Assignment. Temporary assignments shall be made from the roster as provided for in Section 10.5. In the event no roster exists, the temporary assignment may be made by the Employer based upon the Sheriff's needs and the employee's ability to perform the required work. If such temporary assignment exceeds thirty (30) days and the position to which the employee is assigned is a higher rate of pay, the employee shall receive the higher rate for the remainder of the duration of the temporary assignment. If a temporary assignment exceeds one (1) year, it shall be deemed to be a permanent position and will be filled in accordance with the promotional procedures as provided for in this Agreement, except that any temporary assignments made by the Sheriff due to illness or injury and/or for personnel assigned to the Metro Squad may be for a longer duration. Should an employee be temporarily transferred to the detective classification for thirty (30) or more days, the employee shall receive a pro rata clothing allowance and a department vehicle will be assigned to the employee for use, if available.

9.10: Classification Change. Notwithstanding the provisions of Section 9.1, the following rules shall apply for the purposes of shift and vacation selection.

A. In the event an employee is demoted to a lower classification at the employee's request or for disciplinary reasons and not as a result of a layoff or job elimination, only the time actually worked in such lower classification shall be credited towards seniority for purposes of vacation and shift selection.

B. In the event an employee is involuntarily demoted to a lower classification as the result of a layoff or job elimination, seniority, for purposes of shift and vacation selection, shall be the same as the employee's seniority as defined in Section 9.1, i.e., length of continuous service with the Clinton County Sheriff's Office.

## **ARTICLE 10: PROMOTION PROCEDURE**

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

10.2: Closed Program. Promotion means to advance from a given classification to a higher paid classification. This program involves the upward movement of selected personnel from within the Department. Each promoted employee must be a current member of the Department and must meet all the eligibility rules of the Promotional Procedure. A separate promotional list will be established for each classification.

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

A. Written Examination - 50 points. (An applicant must achieve a score of at least 70% in order to take the Oral Board.)

B. Oral Board - 50 points.

C. To qualify for a promotion, all applicants must achieve a minimum score of seventy (70) points.

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

10.5: Roster. For each classified position, a roster of the top three (3) candidates for selection will prevail. This means that the scores will be in consecutive order, with the Sheriff promoting from among the top three (3) scores. The roster shall provide a rolling top three (3) should another vacancy occur within twelve (12) months.

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

10.7: Probation. Commencing the first full pay period following promotion, the promoted employee shall be paid at the step in the pay range for the new classification that reflects an increase from the employee's present rate. Employees promoted to the rank of Detective or Sergeant shall be on probation for a period of one (1) calendar year immediately following promotion. During such probationary period, the Sheriff may demote the employee to the employee's former classification or the employee may request in writing to be relieved of the new classification and be returned to the employee's former classification. If an employee returns to a former classification at the employee's own request, the employee's name shall be removed from the promotion roster until the next written examination is given. If there is a demotion for any reason, the Sheriff will promote from among the remaining names on the roster as defined in Section 10.5.

10.8: Notification - Posting. Examination notices for all competitive promotion classifications shall be posted on the bulletin boards throughout the Department for a minimum of thirty (30) days prior to the examination date. Subjects to be covered in the written examination shall be posted thirty (30) days prior to the examination date. Correction Officers eligible to participate in the examination shall submit their letters of intent to participate to the Sheriff no later than fourteen (14) days prior to the examination date.

10.9: Eligibility for Promotion.

A. Sergeant (Shift Supervisor) and Detective Division - Open to classified Deputy Sheriffs with three (3) years continuous employment service in the Department and a total of five (5) years law enforcement experience as a fully sworn, certified officer. Candidates must have performed road patrol duty.

B. Jail Division - Open to classified Deputies who meet the following criteria: Three (3) years continuous service in the Department and five (5) years' experience in corrections work.

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

10.11: Examination Procedure. Any employee or a designated representative has the right to examine the results of the employee's own examination. All testing documents are confidential. They cannot be removed from the files. However, the contents of promotional documents will be made known to the Sheriff and the Sheriff's designated representatives, and the employee himself and his designated representative.

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

## **ARTICLE 11: LEAVES OF ABSENCE**

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

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

A. All full-time employees will earn sick leave credits at the rate of four (4) hours for each full pay period the employee works, exclusive of leaves of absences, unless otherwise specifically provided to the contrary. Unpaid sick leave credits may accumulate up to a maximum of one thousand eighty (1,080) hours. Sick leave credits are accumulated at the end of the pay period and may not be used during the pay period in which they are earned. Employees who accumulate one thousand eighty (1,080) hours shall be paid fifty (50%) percent of the employee's regular, straight time hourly rate of pay for all hours of sick time in excess of the one thousand eighty (1,080). Such payment will be made in December of each year.

B. One (1) day of sick leave credit shall equal eight (8) hours pay at the employee's regular, straight time hourly rate of pay when sick leave is taken.

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

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

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

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

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

H. Upon death, retirement under the Employer's retirement program, or resignation by an employee in good standing with at least 20 years of continuous service at the time of resignation, an employee or the employee's estate shall receive a lump sum representing fifty (50%) percent of the employee's regular straight time hourly rate of pay times such employee's accumulated and unused sick leave credits up to a maximum payout of three hundred sixty (360) hours.

I. Notwithstanding the provisions of subsection (F) in case of a work incapacitating injury or illness for which an employee is eligible for benefits under the Employer's Sickness and Accident Insurance program or the Employer's Workers' Compensation program, accrued sick leave credits may be utilized at the request of the employee to maintain the difference between the Sickness and Accident benefits and seventy-five (75%) percent of the employee's regular salary or wage. Upon exhaustion of an employee's sick leave bank, the employee shall draw only those benefits as are allowable under the Employer's Sickness and Accident Insurance Program or the Employer's Workers' Compensation program.

11.3: Medical Arbitration. Before an employee absent from duty for fourteen (14) consecutive days returns to work, the employee shall satisfy the Sheriff that the employee is fit to again perform all regular duties. In the event of a dispute involving an employee's physical ability to perform the job upon return to work for the Employer from a layoff or leave of absence of any kind and the Sheriff is not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of the employee's own choosing and at the employee's own expense. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's physician shall agree upon a third physician to submit a report to the Employer and the employee. The decision of such third physician shall be

binding on all of the parties. The expense of the third physician shall be shared equally by the Employer and the employee if not covered by the employee's insurance.

11.4: Bereavement Leave. Employees shall be granted a leave of absence with pay not to exceed three (3) days when death occurs in the employee's immediate family, defined as parents, step-parents, spouse, children, step-children, mother-in-law, father-in-law, sister and brother. One day of leave shall be granted for grandparents, grandparents-in-law, a brother-in-law or sister in-law. Such leave will not be deducted from sick leave. If additional leave time is requested, earned sick leave, vacation or unpaid time off may be authorized by the Sheriff or the Sheriff's designee. A three (3) day leave shall be extended to four (4) days if the employee must travel more than one thousand (1,000) miles round trip to attend the funeral.

11.5: Military Leave. Any employee who enters active military service of the Armed Forces of the United States, National Guard, or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. Application for a military leave of absence shall be made to the Sheriff in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure.

11.6: Maternity Leave. Employees will be granted maternity leave in accordance with State and Federal law.

11.7: Union Leave. The Employer will grant a leave of absence to the Union Association president or the Association president's designated representative for two (2) days to attend the Union meetings each calendar year. If said meeting is scheduled during the employee's regular tour of duty, the employee shall suffer no loss of pay for the two (2) days. The employee shall notify the Sheriff or a designated representative at least fourteen (14) days in advance of the meeting. Leave may be denied if the absence of the employee would unreasonably interfere with the service required to be performed due to the existence of emergency conditions within the Department or the County. The designated representative may not be from the same shift as the Union Association's president.

11.8: Personal Day. Full-time non-probationary employees covered by this Agreement shall be allowed twenty-four (24) hours of personal leave with pay each calendar year. There shall be no accumulation or carry-over of such leave from one calendar year to another except that earned but unused personal days shall be added to the employee's accumulated vacation credits on December 31 of that year. Request for a personal day leave of absence must be made to the Sheriff or a designee not more than thirty (30) days in advance nor less than seven (7) days in advance of the day requested, provided, however, that the Sheriff may shorten the notification period in the Sheriff's discretion if necessary arrangements can be made in the Department. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Department. Personal leave shall be prorated on an annual basis for employees hired during the course of the year.

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

## **ARTICLE 12: HOLIDAYS**

12.1: Holidays. All full time employees occupying job classifications covered by this Agreement shall receive pay at their straight time regular rate, exclusive of all premiums, for each of the following recognized holidays:

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

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

## **ARTICLE 13: VACATIONS**

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

Seniority Required	
Hire thru 4 years	3.08 hours for each pay period actually worked
Beginning of 5 <sup>th</sup> year thru 9 <sup>th</sup> year	4.62 hours for each pay period actually worked
Beginning of 10 <sup>th</sup> year thru the 19 <sup>th</sup> year	6.16 hours for each pay period actually worked
Beginning of 20 <sup>th</sup> year and up	6.93 hours for each pay period actually worked

13.2: Vacation Scheduling. After the first six (6) months of employment, employees may utilize their earned vacation credits upon proper notice as determined by the Sheriff's rules, provided that, in the opinion of the Sheriff, such time off does not unreasonably interfere with the efficient operation of the Department and the Sheriff's obligations to the public generally. All vacations must be approved by the Sheriff or his designee, which approval shall not be unreasonably withheld.

13.3: Vacation Accumulation. Employees may accumulate a maximum of two hundred forty (240) hours of vacation. Employees accumulating two hundred forty (240) hours shall not accumulate credits past the maximum, nor shall they be eligible for any other type of compensation in lieu of credits. Employees voluntarily terminating within the first twelve (12) months of employment shall not be eligible for payment of any accrued vacation credits.

#### **ARTICLE 14: HOURS OF WORK**

14.1: Workweek. The normal workweek shall consist of forty (40) hours per calendar week. (Forty-two (42) hours per calendar week for employees working the twelve (12) hour work schedule.)

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

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

14.3: Work Schedule: The work schedule shall, when practicable, be posted one (1) week in advance. The Sheriff reserves the right to change the work schedule and the starting and quitting times for any and all shifts when operating conditions warrant such change. Employees shall work permanent shifts and select their shift according to seniority.

#### 14.4: 12 Hour Work Schedule

- A. All bargaining unit employees, excluding the Detective, shall be assigned to work a twelve (12) hour work schedule. The Employer and the Union can mutually agree to exclude other members from working the twelve (12) hour work schedule.
- B. Employees may request a particular team assignment, but such assignment remains the right of the Employer.

C. Employees shall be paid holiday pay at the straight time rate of pay times twelve (12) hours, times eleven (11) holidays, pursuant to Article XIV, sections 12.1 and 12.2.

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

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

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

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

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

#### **ARTICLE 15: OVERTIME**

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

15.2: Overtime Premium.

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

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

C. An employee may, in lieu of payment for overtime as provided in subsections A and B above, receive compensatory time off at time and one-half (1-1/2) up to a total of 96 hours of compensatory time earned in any calendar year. No more than 96 hours of compensatory time may be carried over to a subsequent calendar year and no more than 96 hours of compensatory time may be used in a calendar year.

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

15.3: The Sheriff or his designee shall prepare and maintain a record of all overtime hours accumulated by employees. Included in the accumulated overtime hours will be overtime hours offered but refused by employees. When overtime is needed the Sheriff or his designee will offer overtime to the person with the least amount of overtime accumulated by the employee in the classification affected. The overtime list will be updated monthly and posted in a location available to shift supervision.

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

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

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

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

#### **ARTICLE 16: OUTSIDE EMPLOYMENT**

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

#### **ARTICLE 17: INSURANCE AND PENSION**

17.1: Hospitalization and Dental Insurance. Effective January 1, 2018, and except as provided in this section, after 90 days, any employee who has a spouse who is eligible for health care coverage\* through another employer must enroll the spouse for such coverage or shall pay the difference in premium cost to the County caused by the inclusion of the spouse in the Clinton County Health Care Plan.

\*Health Care coverage is defined as any plan that includes a reasonable level of coverage for medical services, hospitalization and prescription drugs.

17.2: Hospitalization Insurance Co-Pays. Effective upon ratification of his agreement, an eligible employee receiving hospitalization insurance under this Agreement shall pay monthly premium co-pays, depending on the level of coverage selected by the employee. Premium co-pays may be changed for any hospitalization insurance plan, but the amount of any premium co-pay shall not be more than the average paid by all County employees participating in the County health insurance plan.

Premium co-pays may be paid by an employee with pre-tax dollars should the employee elect to participate in a pre-tax spending plan to be offered and administered by the Employer.

Effective January 1, 2006, any employee hired after that date who uses smoking tobacco shall pay a premium co-pay equal to 10% of the then current monthly premium for the plan selected by the employee. This amount shall be in addition to the premium co-pay set forth above in this section 17.2.

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

A. The plan(s) selected or changes made are at least equivalent to the plan(s) offered or changes made to the plan(s) of other union and non-union employees of the Employer.

B. The Employer first meets and negotiates with the Union over all changes to the plan(s) prior to the effective date of the changes. The Health Care Alliance process satisfies the County's obligation set forth in Section 17.3(B) to meet and negotiate, provided the Employer participates in the process. Should the parties be unable to agree on such changes, they shall first utilize the services of a state-appointed mediator before any changes are implemented.

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

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

17.6: Payment in Lieu of Insurance. Should an employee elect to decline insurance coverage as provided in this Article, the employee may receive a payment in lieu of coverage pursuant to the program offered for other union and non-union employees of the Employer.

17.7: Insurance Continuation. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff or leave of absence other than sick leave, beyond the month in which such leave of absence or layoff commences. If an employee is granted a sick leave of absence, the Employer agrees to continue

its applicable insurance contribution for a period of ninety (90) days from the date such sick leave commenced.

17.8: Term Life Insurance. During the term of this Agreement, the Employer will provide a term life insurance policy in the amount of \$20,000.00 and \$20,000.00 Accidental Death and Dismemberment for each employee whose annual salary is in excess of \$7,500.00 per year and a term life insurance policy in the amount of \$15,000.00 and \$15,000.00 Accidental Death and Dismemberment for each employee whose annual salary is less than \$7,500.00 per year.

17.9: Professional Police Officer Liability Insurance. The Employer shall, during the term of this Agreement, continue in effect its present program of professional police officers liability insurance in the amount of Five Million Dollars (\$5,000,000) on the same terms and conditions that existed prior to the execution of this Agreement. In the event the Employer is unable to renew the insurance or is canceled by the insurance company the parties shall enter into negotiations to attempt to mutually agree upon a solution. The Employer will provide to an employee such legal assistance as may be required when a civil action is brought against an employee as a result of acts occurring when and while said employee is engaged in the proper performance of the employee's duties and responsibilities for the Employer, provided that notification is immediately given to the Employer that service of process was made upon the employee and the employee fully cooperates in the preparation and defense of such action.

17.10: Sickness and Accident Insurance. During the term of this Agreement, the Employer shall pay the required premiums for each employee for sickness and accident insurance which will pay Three Hundred Fifty Dollars (\$350.00) per week for a period of fifty-two (52) weeks. This benefit shall be payable from the thirty-first (31st) day of disability due to illness or injury.

17.11: Workers' Compensation. Pursuant to the provisions and requirements of Michigan law, the County agrees to provide workers' Compensation insurance for all employees covered by this Agreement. In the case of a work incapacitating injury or illness for which an employee is eligible for benefits under the Employer's Workers' Compensation Insurance Program, the County shall continue payment of the employee's health and life insurance premiums until the time provided for in Section 9.4D has expired, provided the employee pays the applicable premium cost share as described in Section 17.2.

17.12: Selection of Insurance Carriers. The Employer reserves the right to select or change any or all insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits and to choose the administrator of such insurance program provided the level of benefits remains substantially the same.

17.13: Pension. The Employer will provide the MERS C-2 retirement plan with the F-55 rider providing for retirement at age fifty-five (55) with twenty (20) years of service at no cost to the employees. The Employer will provide the MERS B-2 retirement plan. Effective January 1, 1996, the Employer will provide the MERS B-3 at no additional cost to the employee. The employee will continue to make the same contribution as in 1995. Effective January 1, 1997, the Employer will provide FAC-3 at no cost to the employee and the employee will no longer be required to make a pension contribution. Effective December 31, 2001, the Employer will provide the MERS B-4. Employees will pay the entire cost by payroll deduction which, for the first year, is 1.4%.

The Employer reserves the right to have an actuarial study done thereafter to determine the B-4 cost which the employee will be required to pay. That cost could be more or less than 1.4% based on the actuarial report.

Effective no later than March 31, 2003, the Employer will provide benefit E-2 with the employees paying the entire cost through payroll deduction. The cost of this benefit shall be determined through an actuarial study, the costs of which study shall be split equally between the Union and the Employer.

The Union agrees that for the life of this Agreement and the successor agreement whose term is expected to begin on or about January 1, 2006 subsequent to the expiration of this Agreement, the Union will not demand and the Employer is not obligated to bargain over any pension improvements for this limited period. The Union waives its right to insist on bargaining over what otherwise is acknowledged as a mandatory subject of bargaining.

Effective January 1, 2015, the Employer will provide the MERS Defined Contribution Plan. The County will contribute on behalf of each participant 5% of earnings for each plan year. Each participant is not required to contribute, but can at the time of hire make a one-time election to: a. contribute 3% of his or her earnings, of which Clinton County will match for a total Employer and Employee contribution of 11%, or b. contribute 5% of his or her earnings, of which Clinton County will match for a total Employer and Employee contribution of 15%.

Employees hired before December 31, 2014, will remain eligible to participate in, and the Employer will provide, the MERS Defined Benefit Plan described above. Participating employees' contribution levels shall be frozen at the levels in effect on December 31, 2014.

Effective upon ratification of the 2018-2020 agreement, the definition of compensation for purposes of computing FAC under the MERS Defined Benefit Plan shall include base wage, holiday and longevity pay and exclude all other forms of compensation.

17.14: Health Insurance for Retirees. The Employer agrees to provide during the term of this Agreement, such health insurance as is provided to other similarly situated retirees of the Employer, for all eligible employees, with the Employer paying the cost for the retiree only. An eligible employee shall have twenty (20) or more years of service at the normal retirement age of sixty (60), or as the collective bargaining agreement plan provides for, be receiving retirement benefits under the Michigan Municipal Retirement System (MMERS), and certify that substantially the same group coverage is not available under another health insurance plan. For retirees prior to January 1, 2015 only, the retiree's spouse will be charged a premium rate equal to that of the retiree and the Employer will pay Thirty Dollars (\$30.00) per month of that premium. For employees retiring after January 1, 2015, the retiree's spouse will be charged a premium rate equal to that of the retiree. Spousal cost is the difference between the retiree's single premium rate, subtracted from 2 person premium rate.

17.15: Retiree Dental Insurance. Retirees may purchase such dental insurance as is made available to other union and non-union retirees of the Employer. The cost for such coverage shall be borne by the retiree.

## **ARTICLE 18: UNIFORM AND EQUIPMENT**

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

18.2: Clothing Allowance. Employees classified as Detective who are required to work in plainclothes shall receive a clothing allowance of Four Hundred Dollars (\$400.00) per year.

## **ARTICLE 19: WAGES**

19.1: Classifications and Wages. Listed in Appendix “A” and incorporated herein are the hourly rates of pay and the approximate annual salaries for the respective classifications covered by this Agreement.

19.2: Officer in Charge. An employee designated by the Employer as the “Officer in Charge” for a full shift shall receive additional pay in an amount equal to 6% of the officer’s regular straight time hourly rate for all hours so worked.

## **ARTICLE 20: OUT OF STATE OR OVERNIGHT TRAVEL**

20.1: Out of State or Overnight Travel. For any out-of-state or overnight travel required of an employee by the Sheriff, the employee will be paid at the rate of straight time, the maximum of which shall be no more than eight (8) hours per day. If such time occurs on an employee's pass day, such pass day shall be rescheduled by the Sheriff. Transportation, meals and lodging are to be paid by the Employer.

## **ARTICLE 21: MISCELLANEOUS**

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

21.2: Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.

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

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

21.5: Health and Safety Issues. In the event that an employee has a health and safety concern, the employee shall first bring that concern to a bargaining unit member. The bargaining unit member, acting as a health and safety committee, will discuss the concern with the Sheriff or the

Sheriff's designee. If the concern cannot be resolved, the Committee and the Sheriff will meet with representatives of the Board of Commissioners to resolve the matter. The decision of the Board of Commissioners representatives will be final and binding.

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

21.7: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understanding oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

## **ARTICLE 22: LONGEVITY**

22.1: Longevity. Longevity benefits shall be determined on December 1st of each year for employees hired before January 1, 2006 only. All eligible employees shall receive a longevity bonus, payable in December in accordance with the following schedule:

5 years through 9 years	\$300
10 years through 14 years	\$500
15 years through 19 years	\$600
20 years through 24 years	\$700
25 years or more	\$800

**ARTICLE 23: BARGAINING UNIT WORK**

23.1: Bargaining Unit Work. The Employer shall not use non-bargaining unit employees to perform those duties normally performed by bargaining unit employees covered by this Agreement. It is understood and agreed, however, that this provision shall not prevent the Sheriff or other sworn, full-time law enforcement personnel of the Sheriff's Office from exercising their powers as law enforcement officers.

**ARTICLE 24: TRAINING TIME**

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

**ARTICLE 25: DURATION**

26.1: Duration. This Agreement shall remain in force until December 31, 2020, and thereafter for successive periods of sixty (60) days, unless either party shall, on or before the sixtieth (60th) day prior to expiration or subsequent sixty (60) day period serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent sixty (60) day period, whichever is the case, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment modification, alteration, negotiation, change, or any combination thereof.

CAPITOL CITY LABOR PROGRAM, INC.,

By: Tom Krug  
Tom Krug, Business Agent

By: Jeff Donahue  
Jeff Donahue, Attorney

CLINTON COUNTY BOARD OF COMMISSIONERS

By: Robert Showers  
Robert Showers, Board Chairperson

By: Bruce Delong  
Bruce Delong, HR Committee Chairperson

CLINTON CORRECTIONS OFFICERS

By: Jeff Armbrustmacher  
Jeff Armbrustmacher

By: Chad S. Hallock  
Chad S. Hallock

COUNTY ADMINISTRATOR

By: Ryan L. Wood  
Ryan L. Wood

By: \_\_\_\_\_

**APPENDIX A**

I. Effective upon ratification, the following wage scale shall apply for 2018:

<b>Correctional Officer</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>
<b>Annual</b>	\$45,306.36	\$49,153.80	\$51,342.72	\$53,380.68	\$56,156.10
<b>Hourly</b>	\$21.78	\$23.63	\$24.68	\$25.66	\$27.00

II. Effective the first full pay beginning on or after January 1, 2019, the following wage scale shall apply:

<b>Correctional Officer</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>
<b>Annual</b>	\$46,212.49	\$50,136.88	\$52,369.57	\$54,448.29	\$57,279.22
<b>Hourly</b>	\$22.22	\$24.10	\$25.18	\$26.18	\$27.54

III. Effective the first full pay beginning on or after January 1, 2020, the following wage scale shall apply:

<b>Correctional Officer</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>	<b>4 Years</b>
<b>Annual</b>	\$47,136.74	\$51,139.61	\$53,416.97	\$55,537.26	\$58,424.81
<b>Hourly</b>	\$22.66	\$24.59	\$25.68	\$26.70	\$28.09

IV. Ratification Bonus. Currently employed correction officers will receive a lump sum payment of \$850.00 per employee in the first regular pay date after ratification of the 2018-2020 agreement by both parties.