

Craig Longnecker
County Administrator

Todd Campbell
Deputy Administrator



100 E. State Street, Suite 2100
St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

www.clinton-county.org

**HUMAN RESOURCES COMMITTEE
THURSDAY, MARCH 25, 2021 AT 11:30 A.M.
(OR IMMEDIATELY FOLLOWING THE WAYS AND MEANS COMMITTEE MEETING)**

JOIN VIA TELEPHONIC CONFERENCE: Dial 1-253-215-8782 ~ MEETING ID: 991 177 466

OR VIDEO CONFERENCE: [HTTPS://US02WEB.ZOOM.US/J/991177466](https://us02web.zoom.us/j/991177466)

PURSUANT TO PA 228 of 2020, DUE TO COVID-19 PANDEMIC

1	11:30	CALL TO ORDER, ADDITIONS TO THE AGENDA
2	11:35	LIMITED PUBLIC COMMENTS (PLEASE PRESS *6 TO UNMUTE AND IDENTIFY YOURSELF CLEARLY BEFORE SPEAKING. PRESS *6 AFTERWARDS)
3	11:40	RESOLUTION FOR HEALTH INSURANCE PUBLIC ACT 152 (ADMINISTRATION)
4	11:45	COVID-19 LETTERS OF AGREEMENT (ADMINISTRATION)
5	11:50	COMMITTEE/COMMISSION APPOINTMENTS (ADMINISTRATION)
6	11:55	COMMISSIONERS' COMMENTS
7	12:00	ANY OTHER BUSINESS
MEETING STARTS PROMPTLY AT CALL TO ORDER TIME LISTED OR IMMEDIATELY FOLLOWING THE WAYS AND MEANS COMMITTEE MEETING. AGENDA ITEM TIMES MAY VARY		
IF YOU WISH TO PROVIDE INPUT OR ASK QUESTIONS ON ANY BUSINESS THAT WILL COME BEFORE THE PUBLIC BODY AT THE MEETING, PLEASE CALL (989) 224-5120		

PACKET INFORMATION IS CURRENT AS OF POSTING DATE. **NOTE:** ADDITIONAL INFORMATION MAY BE PRESENTED ON SCHEDULED AGENDA ITEMS. AGENDA ITEMS MAY ALSO BE ADDED DUE TO BUSINESS NEEDS.

TO REQUEST ACCOMMODATIONS OR MATERIALS IN AN ALTERNATIVE FORMAT, PLEASE CONTACT ADMINISTRATION AT (989)224-5120 OR TDD USERS WITHIN CLINTON COUNTY MAY DIAL 9-1-1 FOR GENERAL COUNTY SERVICES OR USE MICHIGAN RELAY 1-800-649-3777 OR THE NATIONAL RELAY NUMBER OF 7-1-1 NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

CLINTON COUNTY BOARD OF COMMISSIONERS

**COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120**



Chairperson
Kam Washburn
Vice-Chairperson
Bruce DeLong
Members
Ken Mitchell
David Pohl
Robert Showers
Adam Stacey
Dwight Washington

Administrator
Craig Longnecker
Clerk of the Board
Diane Zuker

2021-

RESOLUTION IN COMPLIANCE WITH SECTION 3 OF PUBLIC ACT 152 OF 2011

WHEREAS, Public Act 152 of 2011 known as the “Publicly Funded Health Insurance Act” established parameters designed to limit a public employer’s expenditures for medical benefit plans; and

WHEREAS, the cost of the 2021/2022 medical benefit plan has been analyzed and determined to be 12% below the caps set forth in Section 3 of the Act; and

WHEREAS, the Board of Commissioners wish to acknowledge and thank the Clinton County Health Alliance and all county employees for their efforts over the past decade toward containing health insurance while maintaining suitable medical coverage; and

NOW THEREFORE BE IT RESOLVED, The County of Clinton declares its compliance with Section 3 of Public Act 152 of 2011.

STATE OF MICHIGAN

COUNTY OF CLINTON

I, DIANE ZUKER, Clerk of the County of Clinton do hereby certify that the foregoing resolution was duly adopted by the Clinton County Board of Commissioners at the regular meeting held March 30, 2021 and is on file in the records of this office.

Diane Zuker, Clinton County Clerk

Craig Longnecker
County Administrator

Todd J. Campbell
Deputy Administrator

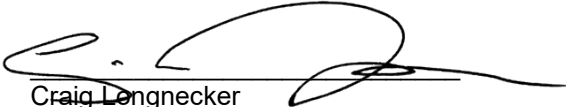
CLINTON COUNTY
OFFICE OF
ADMINISTRATIVE SERVICES

www.clinton-county.org

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St. Johns, Michigan 48879
(989) 224-5120 • Fax: (989) 224-5102

TO: Human Resources Committee

FROM:


Craig Longnecker
Clinton County Administrator

SUBJECT: COVID-19 LOA's

DATE: March 19, 2021

Agreements that cover all employees are currently in place allowing for COVID-19 leave under strict criteria for a limited period ending 3/31/21.

The Road Patrol unit reached out to Administration regarding a possible extension of COVID-19 leave. I asked them to send us proposals, which they did. Attached are those proposals revised by our labor counsel. The first attachment extends the COVID-19 leave and the second attachment clarifies the workers compensation issue and re-qualifies those who test positive for the full amount of COVID-19 leave agreed to in the first attachment.

I have reviewed these proposals with the Sheriff and he is supportive of a limited extension. I suggest we consider an extension through 9/30/21.

Suggested Action:

Approve Administrator to finalize appropriate COVID-19 leave agreements with employees in consultation with labor counsel, the Board Chair and Human Resources Chair.

**COVID-19 EMERGENCY SICK TIME LETTER OF AGREEMENT
CLINTON COUNTY BOARD OF COMMISSIONERS
AND
CAPITOL CITY LABOR PROGRAM, INC., ROAD PATROL UNIT**

This Letter of Agreement is hereby made between the Capitol City Labor Program, Inc. representing the Clinton County Road Patrol Unit (Union) and Clinton County (Employer), effective _____, 2021, the Employer will temporarily supplement the sick time provisions of the current collective bargaining agreement.

Intent. Cognizant of how quarantining and isolation of COVID-19 impacted individuals has proven effective at stopping the spread of COVID-19, the parties agree to this letter of agreement to ensure employees have adequate leave time if impacted by COVID-19, and to ensure that such leave time is only used for a bonafide COVID-19 incident.

The Employer and the Union mutually agree to the following:

1. A "COVID-19 Impacted Employee" is defined as an individual required to quarantine or isolate for COVID-19 purposes, as required by:
 - A. an order of the Mid-Michigan District Health Department;
 - B. a State Executive Order, State agency emergency order, State agency rule, or State law.
 - C. guidance from the Centers for Disease Control.
2. A COVID-19 Impacted Employee may be granted Paid Administrative Leave in an amount based upon employment status. Full-time employees may qualify for up to 80 hours, while part-time employees may qualify for leave up to the number of hours that such employee works, on average, over a two-week period.
3. A COVID-19 Impacted Employee may return to in-person work upon satisfying the requisite isolation or quarantine period in the order, rule, law, or guidance that is the basis for the requested Paid Administrative Leave.
4. If a COVID-19 Impacted Employee exhausts all available Paid Administrative Leave and is not eligible to report for in-person work under applicable isolation or quarantine period set by applicable order, rule, law, or guidance, he or she may utilize other sources of leave available under the collective bargaining agreement.
5. This Letter of Agreement shall expire on _____, 2021, unless extended by mutual written agreement.
6. The parties agree that if federal or state law provides for additional benefits greater than those stated herein, the parties will bargain over providing those additional benefits to this bargaining unit and this Letter of Agreement will not preclude the Union from requesting or the Employer from providing those additional benefits.
7. This Letter of Agreement is an emergency provision which shall not be construed as a precedent, permanent amendment to the collective bargaining agreement or expansion of benefits to any employee. It does not create entitlement to accrual of Paid Administrative Leave or payout if any of the benefit is unused.

AGREED.

CLINTON COUNTY BD. OF COMM'RS

CAPITOL CITY LABOR PROGRAM, INC.

By: Kam Washburn
Its: Chairman

By: Bradley Richman
Its: Director of Operations

By: David Pohl
Its: Human Resources Committee Chair

THE SHERIFF OF CLINTON COUNTY

**CLINTON COUNTY DEPUTY
SHERIFF'S ASSOCIATION**

By: Lawrence Jerue
Its: Sheriff

By: Stephen Bangs
Its: President

**LETTER OF AGREEMENT
CLINTON COUNTY BOARD OF COMMISSIONERS
AND
CAPITOL CITY LABOR PROGRAM, INC., ROAD PATROL UNIT**

This Letter of Agreement is between the Capitol City Labor Program, Inc. representing the Clinton County Road Patrol Unit (Union) and Clinton County (Employer), parties to a current collective bargaining agreement.

On October 16, 2020, the Department of Labor and Economic Opportunity, Workers' Disability Compensation Agency, promulgated a new Emergency Rule. The Rule creates a rebuttable presumption for first responders who contract COVID-19 on or after March 18, 2020 that they were infected in the course of their employment. With proof of a positive test, bargaining unit members, as first responders, are presumed to be eligible for workers' compensation benefits.

The Employer and the Union agree to the following:

1. The Employer will file workers' compensation claims on behalf of any bargaining unit members who provide proof of a positive COVID-19 test. The Union acknowledges that the Employer does not determine eligibility for workers' compensation benefits.
2. If the Employer has reason to question the presumption that a bargaining unit member contracted COVID-19 in the course of his/her employment, the Employer reserves its right to challenge that presumption.
3. Those employees who test positive for COVID-19, are deemed eligible for workers' compensation benefits by the carrier, and receive such benefits, will be reimbursed for any leave time they used under the collective bargaining agreement that they were required to use to cover any period of the absence because of COVID-19.
4. Those employees will also be re-qualified for the full amount of Paid Administrative Leave agreed to between the parties in a separate Letter of Agreement providing for leave based on COVID-19.
5. The Employer's obligations to file workers' compensation claims for any employee presenting proof of positive COVID-19 test and to reimburse paid leave time once workers' compensation benefits are received are only effective if state law provides for a presumption that COVID-19 was contracted in the course of employment for first responders. If, at the time an employee contracts COVID-19, there is no such presumption under state law, the Employer is not bound by the terms of the Agreement.
6. This Letter of Agreement shall expire on _____ 31, 2021, unless extended by mutual written agreement.
7. The parties agree that if federal or state law provides for additional benefits greater than those stated herein, the parties will bargain over providing those additional benefits to this bargaining unit and this Letter of Agreement will not preclude the Union from requesting or the Employer from providing those additional benefits.
8. This Letter of Agreement is an emergency provision which shall not be construed as a precedent, permanent amendment to the collective bargaining agreement or expansion of benefits to any employee. It does not create entitlement to accrual of Paid Administrative Leave or payout if any of the benefit is unused.

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THE SHERIFF OF CLINTON COUNTY

**CLINTON COUNTY DEPUTY
SHERIFF'S ASSOCIATION**

By: Lawrence Jerue
Its: Sheriff

By: Stephen Bangs
Its: President

COMMITTEE AGENDA ITEM

DATE OF MEETING: March 25, 2021	ESTIMATE OF TIME NEEDED: 5 min	NUMBER OF ATTACHMENTS:	REQUESTOR: Administration
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BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:

Vacancies:

1. **DPW Board:** There is a vacancy on the DPW Board for the remainder of a three (3) year term expiring December 31, 2021.
2. **Construction Board of Appeals:** There is a vacancy on the Construction Board of Appeals for the remainder of a two (2) year term expiring December 31, 2022.

Reappointments:

1. **Solid Waste Council:** Mr. Mahhs' term on the Solid Waste Council as Watertown Township's representative is due to expire at the end of March. The Township is recommending his reappointment for another three (3) year term expiring March 31, 2024.
2. **Planning Commission:** Roni Christmas' term on the Planning Commission is due to expire on May 1, 2021. She wishes to be reappointed for another three (3) year term.

REQUESTED ACTION:

ADDITIONAL INFORMATION: