

A G R E E M E N T

between

SHERIFF OF LENA WEE COUNTY AND
LENA WEE COUNTY BOARD OF COMMISSIONERS

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)
(Non-supervisory Unit)

Effective: **January 1, 2018 - December 31, 2020**

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PURPOSE AND INTENT

The Lenawee County Board of Commissioners, the Sheriff of Lenawee County, and the Police Officers Association of Michigan (POAM) recognize their moral and legal responsibilities under Federal, State, and local laws.

The Employers and the Union recognize the moral principles involved in the area of civil rights, fair employment practices, and affirmative action and have reaffirmed in their collective bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age, or national origin.

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2018, by and between the OFFICE OF THE SHERIFF OF LENAWEE COUNTY and the LENAWEE COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the “Employer”, and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM), hereinafter referred to as the “Union”.

RECOGNITION

Section 1.0 Collective Bargaining Unit. The Employer hereby recognizes the Union, for the duration of this Agreement as the exclusive representative for purposes of collective bargaining with respect to the rates of pay, wages, hours of employment, and other conditions of employment of the following described collective bargaining unit:

All full time uniformed Detectives, Road Patrol Corporals, Deputies and Dispatchers, Correctional Officers, Animal Control Officers, Intake Officers, Clerk Typists, and Account Clerks of the Office of the Sheriff of Lenawee County, BUT EXCLUDING the Sheriff, the Undersheriff, Lieutenants, Sergeants, Cooks, confidential, part-time, temporary, and seasonal employees, and all other employees of the Employer.

Section 1.1 Extra Contract Agreements. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement or any Agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement.

REPRESENTATION

Section 2.0 Collective Bargaining Committee. The Employer agrees to recognize not more than three (3) non-probationary employees covered by this Agreement as a Collective Bargaining Committee. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. No more than one (1) employee on the Collective Bargaining Committee shall be compensated at his straight time regular rate of pay for time lost from work during such negotiation sessions. The Union shall, in advance, furnish the Employer in writing with the names of its Collective Bargaining Committee members.

Section 2.1 Stewards.

- (a) The Employer agrees to recognize three (3) Stewards and three (3) alternate Stewards, each of whom shall have one (1) years’ seniority, to act as grievance representatives within their designated areas of responsibility under this Agreement. There shall be one (1) such Steward elected or designated by the Union from employees working in each of the following areas: Road Patrol and Detectives, Corrections, Clerical and Dispatch. It

shall be the function of such individuals to act in a representative capacity for the purpose of processing and investigating grievances under this Agreement. Stewards shall have no responsibilities outside of their designated areas.

- (b) Further, the Employer recognizes the right of the Union to select or designate one (1) additional non-probationary employee to serve as Chief Steward. The Chief Steward's function under the Grievance Procedure set forth in this Agreement shall be limited to the presentation of grievances at Step 3 of the Grievance Procedure, unless both the Steward and alternate Steward for an area is absent. There shall also be an alternate for the Chief Steward who will also be a non-probationary employee.
- (c) The Union agrees that all Stewards and their alternates will continue to fulfill their regularly assigned duties and their responsibilities as a Steward will not be used to avoid those duties. Stewards shall act in a manner that will not disrupt nor interfere with the normal functions of the Employer. If it is necessary for a Steward to temporarily leave his assignment to process a grievance, he shall first obtain permission from his immediate supervisor. If a Steward is on road patrol, he shall schedule his duties so that it will not require him to return to the Employer's facilities for the sole purpose of those representative duties, except in instances of discharge and disciplinary suspensions; provided, however, in no case shall a Steward's return to the Employer's facilities be permitted during an emergency or a critical situation.
- (d) The Employer agrees to compensate Stewards and their alternates at their straight time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If a Steward or his alternate abuses the privileges extended herein, the Employer will inform the Steward or alternate involved of that fact, and, if the abuse is not corrected, the privileges will be withdrawn.
- (e) The Union shall notify the Employer of the names of the three (3) Stewards, their alternates, and the name of the Chief Steward, as well as the designated area of responsibility of each. Only persons so designated shall be recognized by the Employer as Stewards and alternates, and their rights and duties shall be limited to their designated area of responsibility.

Section 2.2 Visitation. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, provided that such representatives shall have notified the Employer prior to such visits, and provided such visits do not interfere with or disrupt normal operations of the Employer.

UNION SECURITY

Section 3.0 Agency Shop. As a condition of continued employment, all eligible Michigan Public Act 312 employees included in the collective bargaining unit set forth in Section 1.0, 31

days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

All other employees included in the collective bargaining unit may elect to become a member of the Union, elect to not belong to the Union but pay a service fee equivalent to the periodic monthly dues uniformly required of Union members or elect not to belong to the Union to pay nothing to the Union.

Section 3.1 Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the bargaining unit without regard to whether or not the employee is a member of the Union.

Section 3.2 Payroll Deduction for Union Dues.

- (a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or a service fee equivalent to the periodic dues uniformly required of Union members and uniformly levied in accordance with the Constitution and the Bylaws of the Union from each P.A. 312 employee covered by this Agreement who executes and files with the Employer a proper check off authorization form or by any non-P.A. 312 employee that joins the Union or agrees to pay the service fee equivalent with a proper check-off authorization form.
- (b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the County Clerk's office.
- (c) Deductions shall be made only in accordance with the provisions of the written check-off authorization form, together with the provisions of this Section.
- (d) A properly executed copy of the written check-off authorization form for each employee for whom Union membership dues and initiation fees or the service fee equivalents are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written check-off authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.
- (e) All authorizations filed with the County Clerk's office prior to the fifteenth of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the dues, initiation fees or service fee equivalent to periodic monthly dues, whichever is applicable. An authorization filed thereafter shall become effective

with the first pay check following the filing of the authorization. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of the Union not later than the fifteenth day of each month.

- (f) In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and Bylaws, refunds to the employee will be made by the Union.
- (g) The Union shall notify the County Clerk in writing of the proper amount of Union membership dues, initiation fees and the service fee equivalent to periodic dues and any subsequent changes in the amounts. The County agrees to furnish the Secretary-Treasurer of the Union with a monthly record of those employees for whom deductions have been made, together with the amount deducted.
- (h) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions will be made until the matter is resolved.
- (i) The Employer shall not be responsible for dues, initiation fees or the service fee equivalent to periodic dues after an employee's employment relationship with the Employer has been terminated.
- (j) The Employer shall not be liable to the Union or its members for any dues, initiation fees, or the service fees equivalent to periodic dues once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by United States mail.
- (k) The Employer's sole obligation under this Section is limited to the deduction of dues and, where applicable, service fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so will not result in any financial obligation whatsoever.

Section 3.3 Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suites, or other forms of liability arising out of the deduction of dues, initiation fees, or the service fee equivalent to periodic dues provided herein or by reason of action taken by the Employer pursuant to Sections 3.0 and 3.2.

MANAGEMENT RESPONSIBILITY

Section 4.0 Employers' Rights. It is hereby agreed that the customary and usual rights, powers, functions, and authority of management are vested in the Office of the Sheriff of Lenawee County and the Lenawee County Board of Commissioners. These rights include, but are not limited to, those provided by statute or law along with the right to adopt, modify, or alter its budget; to direct, hire, promote, layoff, transfer, assign, and retain employees in positions within the Office of the Sheriff of Lenawee County; and also to suspend, investigate, demote, discharge, or take such other disciplinary action for just cause which is necessary to maintain the efficient

administration of the County. It is also agreed that the Sheriff has the right to determine the method, means, and personnel, employees or otherwise, by which the business of the Office of the Sheriff of Lenawee County shall be conducted and to take whatever action is necessary to carry out the duties and obligations of the County to the taxpayers thereof. The Sheriff shall also have the power to make and enforce reasonable rules and regulations relating to personnel policies, procedures, and working conditions which are consistent with the express terms of this Agreement.

GRIEVANCE AND ARBITRATION PROCEDURES

Section 5.0 Purpose of Procedure. The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the Employer and the Union agree that the procedure set forth herein shall serve as the means for the peaceful settlement of all disputes that may arise between them concerning the interpretation or application of this Agreement, without any interruption or disturbances of any sort whatsoever in the normal operations of the Employer.

Section 5.1 Grievance Procedure.

- (a) **Step 1.** An employee who believes he has a grievance shall discuss the matter with his immediate supervisor within **five (5)** working days following the events which caused the grievance or within **five (5)** working days following the date when he first reasonably should have known of the events giving rise to the grievance. If requested by the employee, his Steward may be present.
- (b) **Step 2.** If the grievance is not settled at Step 1, the aggrieved employee may appeal the decision of his immediate supervisor by reducing the grievance to writing on the appropriate grievance form and delivering the same to the Undersheriff or his designee, other than the immediate supervisor in Step 1, within five (5) working days after the discussion with his immediate supervisor in Step 1. The Undersheriff or his designee shall give a written answer to the aggrieved employee and the Steward within five (5) working days after receipt of the written grievance.
- (c) **Step 3** If the grievance is not satisfactorily settled at Step 2, the employee may appeal the decision of the Undersheriff by delivery to the Sheriff within five (5) working days after receipt of the Undersheriff's answer in Step 2 of a written request for a meeting concerning the grievance. A meeting shall be held within ten (10) working days thereafter. The meeting shall be attended by the Chief Steward and representative of the Union, together with the Employer's representatives. The grievant may be allowed to present evidence at the meeting if requested by either party. Any employee who may come within the provisions of a legislative enactment entitling him to a preference in employment or which establishes a procedure whereby he may challenge the Employer's determinations regarding his employment status must elect, in writing, at this Step either the Grievance Procedure or his statutory remedy as the single means of contesting the Employer's employment determination. If such an employee fails to make an election,

his grievance shall be considered withdrawn by the Union and shall not, thereafter, be the subject of any arbitration proceeding. The Sheriff shall give his written answer to the Chief Steward within **five (5)** working days following the meeting.

- (d) Step 4. Arbitration Request. If the grievance is not settled satisfactorily at Step 3, the Union may appeal the Sheriff's decision to arbitration by notifying the Sheriff in writing of its intent to arbitrate within ten (10) working days following receipt of the Sheriff's answer in Step 3. If the Sheriff fails to answer a grievance within the time limits set forth in Step 3, the Union, if it desires to seek arbitration, must notify the Sheriff in writing no later than 30 calendar days following the date the Sheriff's Step 3 answer was due. Within 30 calendar days following receipt by the Sheriff of the Union's notice of intent to arbitrate, the Union must follow the procedure set forth in Section 5.3 of this Agreement or the grievance will be deemed to have been abandoned.

Section 5.2 Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. **When using e-mail to communicate, time limits will start the next business day after the e-mail is sent either by the employer or the Union.** If the time procedure is not followed by an employee or the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next Step, provided, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing working days under the Grievance and Arbitration Procedures, Saturday, Sunday and recognized holidays shall be excluded.

Section 5.3 Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance, **the Union shall contact the Employer within ten (10) working days** to select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service. The fees and services of the arbitrator shall be shared equally by the Union and the Employer, but each party shall bear the cost of its own expenses and witnesses.

Section 5.4 Arbitrator's Powers

- (a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall only be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement. The arbitration award shall not be retroactive earlier than eight (8) days prior to when the grievance was first submitted in writing. Further, no claim for back wages under this Agreement shall exceed the earnings that the employee would have otherwise

earned by working for the Employer, less any and all compensation, including unemployment compensation, the employee received from any interim employment.

- (b) Absent fraud, undue influence, corruption, conflict of interest, or the exercise of jurisdiction in excess of the jurisdiction conferred upon the arbitrator by this Agreement, the arbitrator's decision shall be final and binding upon the Employer, the Union, and employees in the bargaining unit. Any legal action by the Union to compel arbitration of a grievance or to set aside or confirm an arbitration award must be commenced in a court of competent jurisdiction no later than six (6) months following the date of the Employer's refusal to engage in arbitration of the grievance or no later than six (6) months following the date when the arbitration award was issued, whichever is applicable. Any legal action brought by the Employer to enjoin arbitration or to set aside or confirm an arbitration award must be commenced in a court of competent jurisdiction no later than six (6) months following the date of Union's written notice to the Employer under Section 5.1 (d) that it intends to seek arbitration of a grievance or no later than six (6) months following the date that the arbitration award was issued, whichever is applicable.

DISCIPLINE

Section 6.0 Just Cause. The Employer will not discharge or discipline a non-probationary employee without just cause. When disciplinary action, suspension, or termination becomes necessary, the principles of corrective discipline and progressive punishment shall be followed. In the event a non-probationary employee is discharged or receives a disciplinary layoff or written warning notice, he may, within five (5) working days after the notice of the disciplinary action has been given him, cause to be filed a written grievance signed by him complaining of the discipline and the grievance shall commence at Step 3 of the Grievance Procedure; otherwise, the discipline shall not be the subject of a grievance. A warning notice shall not remain in effect for disciplinary purposes for a period of more than 12 months from the date of said warning notice.

NO STRIKE - NO LOCKOUT

Section 7.0 No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or the employees it represents, shall, for any reason whatsoever, call sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, picketing of the Employer's buildings, offices, or premises, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part, from the full, faithful, and proper performance of their duties, or any other acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or elsewhere.

Section 7.1 No Lockout. The Employer will not lockout any employees covered by this Agreement during the life of this Agreement.

Section 7.2 Penalty. The Union acknowledges that discharge may be an appropriate penalty for an employee who violates Section 7.0. Any appeal to the Grievance and Arbitration Procedures shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 7.0.

SENIORITY

Section 8.0 Seniority Definition. Seniority is defined as continuous length of service with the Office of the Sheriff of Lenawee County within the bargaining unit covered by this Agreement commencing after an employee has completed his probationary period and dating from his last date of hire. Seniority shall be used as a preference only as specified in this Agreement. Employees covered by this Agreement shall be notified, in writing, by the Employer when they have completed their probationary period.

Section 8.1 Probationary Period. All employees shall be on probation until they have accumulated 12 consecutive months of service with the Office of the Sheriff of Lenawee County. If more than seven (7) days is lost from work, other than for training purposes, an employee's probationary period shall be extended by the number of days that the employee is absent from work during his probationary period. During such probationary period, the employee may be transferred, laid off, disciplined, discharged or terminated without regard to the provisions of this Agreement, and there shall be no recourse to the Grievance or Arbitration Procedure.

Section 8.2 Seniority List. An up-to-date seniority list shall be furnished to the Union Steward every six (6) months. Employees hired on the same date shall be listed on the seniority list in alphabetical order of surnames.

Section 8.3 Super-Seniority. During the period he holds such office, the Chief Steward shall be granted super-seniority for purposes of layoff and recall only, providing he has the ability and qualifications to perform the remaining required work.

Section 8.4 Non-bargaining Unit Seniority. An employee in a classification covered by this Agreement, who had been in the past or will in the future be promoted outside the bargaining unit, and is thereafter transferred or demoted to a classification covered by this Agreement shall not accumulate seniority while working in a supervisory position beyond six (6) months from the date of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the seniority rank he had at the time of his promotion, plus up to six (6) additional month's seniority as set forth above.

Section 8.5 Loss of Seniority. An employee shall lose his seniority and the employment relationship shall end for any of the following reasons:

- (a) If he quits;

- (b) If he retires or is retired;
- (c) If he is discharged and not reinstated;
- (d) If he fails to report for work at the start of his shift on the third consecutive day of absence, unless otherwise excused by the Employer;
- (e) If he fails to return to work within six (6) working days after receipt of a certified mail notice of recall from a layoff, unless otherwise excused by the Employer;
- (f) If he fails to return to work at the expiration of a leave of absence, unless otherwise excused by the Employer;
- (g) It is the intention of subsections (d), (e), and (f) that should some unforeseen circumstances beyond the employee's control or a disaster occurs which would prevent notification or return to work, this may be considered an excuse;
- (h) If he knowingly makes a false statement on his application for employment or on an application for leave of absence or on any other official document, provided, however, that after two (2) years from the date of said application for employment this provision shall be void as to said application for employment only;
- (i) If he has been on a layoff or sick leave of absence status for a period of time equal to his seniority at the time his layoff or sick leave commenced or 24 months, whichever is less;
- (j) If he fails to return to work at the specified time upon expiration of a vacation, recall from layoff, or disciplinary suspension, unless otherwise excused by the Employer;
- (k) If he is convicted of a felony.

Section 8.6 Temporary Transfers. The Employer may temporarily assign an employee to perform other than his regular duties. Whenever an employee is temporarily transferred, he shall receive his straight time regular hourly rate of pay. If the classification to which the employee is transferred has a straight time hourly rate of pay at any Step which is greater than the employee's current straight time hourly rate, he shall be placed at the earliest Step for that classification which will result in a pay increase, provided the employee performs such other work for at least two (2) full uninterrupted and continuous hours. The temporary assignments to a higher pay classification shall be made on the basis of the needs of the Office of the Sheriff of Lenawee County, the employee's seniority, and his qualifications.

Section 8.7 Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the Leave of Absence Sections of this Agreement. Benefits such as insurance, vacation, and paid leave shall not accrue, continue, or be paid during any leave of absence in

excess of 30 calendar days unless otherwise specifically provided for in this Agreement or required by law.

LAYOFF AND RECALL

Section 9.0 Layoffs. When the work force is reduced, the first employees to be laid off from the bargaining unit covered by this Agreement, within the classifications affected and in the order stated, shall be: temporary; seasonal; part-time; probationary. Thereafter, the first employees to be laid off in the affected classification shall be those employees with the least amount of seniority in such classification, provided, however, the senior employee retained has the present qualifications and ability to efficiently perform the remaining required work. A non-probationary employee laid off from his classification may exercise his seniority with the Office of the Sheriff of Lenawee County to displace an employee with less seniority with the Office of the Sheriff of Lenawee County in a lower-rated classification, provided the employee exercising this right has the present qualifications and ability to efficiently perform the work required and, provided further, the senior employee exercising this displacement right will be paid the salary of the lower-rated classification at the same progression Step he currently holds.

Section 9.1 Recall. In the event the work force is increased, recall to work shall be in the reverse order of the layoff from the classifications affected.

Section 9.2 Notification of Layoff. The Employer will attempt to give at least two (2) weeks' advance notice of layoffs to affected employees, except in the circumstances where such two (2) weeks' notice is not reasonably possible.

PROMOTIONAL PROCEDURE

Section 10.0 Purpose of Promotional Procedure. The purpose of this Procedure is to establish a promotional system for full time, non-probationary employees of the Office of the Sheriff of Lenawee County. The Employer shall determine the duties of all positions subject to this Procedure and, in its sole discretion, whether a vacancy does or does not exist. This Procedure shall not apply to temporary vacancies anticipated to last 90 calendar days or less or to vacancies due to an employee being on sick leave of absence, including a Worker's Compensation leave.

Section 10.1 Advancement Opportunities. Promotion means to advance from a given classification to a higher paid classification. Each employee seeking a promotional advancement must be a current member of the Office of the Sheriff of Lenawee County and meet all the eligibility rules of this Promotional Procedure.

Section 10.2 Eligibility. To be eligible for a promotional advancement, the following requirements must be met:

- (a) Promotion to Road Patrol Sergeant: The employee must have four (4) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, and have been continuously employed by the Office of the

Sheriff of Lenawee County for at least four (4) years as a Deputy, Detective, or Road Patrol Corporal.

- (b) Promotion to Jail Sergeant: The employee must have four (4) years of law enforcement or corrections experience and have been continuously employed as a Detective, Road Patrol Corporal, Deputy or Correctional Officer within the Office of the Sheriff of Lenawee County for at least four (4) years.
- (c) Promotion to Detective: The employee must have three (3) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, and have been continuously employed as a Deputy or Road Patrol Corporal within the Office of the Sheriff of Lenawee County for at least three (3) years.
- (d) Promotion to Road Corporal: The employee must have three (3) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, and have been continuously employed by the Office of the Sheriff of Lenawee County as a Deputy for a period of at least three (3) years.
- (e) Promotion to Dispatch Shift Leader: The employee must have four (4) years of Dispatch experience and have been continuously employed by the Office of the Sheriff of Lenawee County for a period of four (4) years.
- (f) Promotion to the Animal Control, Intake Officer, Corrections Officer, Dispatcher, Deputy, Road Patrol Sergeant, Jail Sergeant, Detective, Road Patrol Corporal and Dispatch Shift Leader: An employee must be in a lower-rated classification from the position sought as a promotional advancement and, further, must have been continuously employed by the Office of the Sheriff of Lenawee County for a period of at least two (2) years in *such* lower classification.
- (g) Final appointment to any classification is contingent upon the successful completion of the training, physical, and schooling requirement established by law.

Section 10.3 Oral Board. The Oral Board shall consist of at least one (1) Sheriff from other than Lenawee County or his designated representative, one (1) member of the Michigan State Police, and one (1) person who is not an employee of the Office of the Sheriff of Lenawee County. The results of the written examination shall not be made available to the Oral Board.

Section 10.4 Program Weight. Scores shall be based upon a written examination, performance evaluations, an Oral Board examination, and seniority within the Office of the Sheriff of Lenawee County. The weights assigned shall be as follows:

- (a) Written Examination: 100 percent (100%). The written examination will be formatted to equal 100 points.

- (b) Performance Evaluation: 100 percent (100%). The written examination will be formatted to equal 100 points.
- (c) Oral Board: 100 percent (100%). An applicant must score 70 percent (70%) on the written examination to take the Oral Board. An Oral Board will be held for promotions *to the positions listed in Section 10.2 (e) (Deputy, Correctional Officer, Animal Control, Dispatcher, Detective, Road Patrol Corporal, Road Patrol Sergeant, Jail Sergeant, Dispatch Shift Leader and Intake Officer Classifications)*. All vacancies will be determined on the basis of a written examination, performance evaluations and Oral Board. The oral board will be formatted to equal 100 points.
- (d) Seniority. Individuals who attain a 70 percent (70%) score or above on the written examination will have added to their combined scores for the written examination, performance evaluation, and, when applicable, Oral Board examination a maximum of ten (10) “bonus points” based upon their length of continuous service with the Office of the Sheriff of Lenawee County. Seniority Abonus points’ will be computed on the basis of one (1) point per year beginning after an employee’s first year with the Office of the Sheriff of Lenawee County and continuing thereafter at the rate of an additional point for each year of continuous service with the Office of the Sheriff of Lenawee County, up to a maximum of ten (10) such “bonus points”.

Section 10.5 Scoring. In determining the total points scored by an eligible employee under this Procedure, the following scoring method shall be followed:

- (a) The number of examination points for the written examination (100 pts), performance evaluation (100 pts), and the Oral Board (100 pts) will be added together to arrive at the total number of program points available (300 pts). An overall score of 210 points out of 300 points will constitute a passing score of 70 percent (70%). In case of a tie, the tie will be broken based on seniority from the employee’s date of hire.
- (b) After the total number of available program points has been determined, the program weights set forth in Section 10.4 will each separately be multiplied by the total number of program points available to arrive at the maximum point total applicable to each portion of the Procedure;
- (c) The maximum point total applicable to each portion of the Procedure shall then be multiplied by the employee’s actual score, expressed in percentage terms, for that portion of the Procedure. The resulting product will be the number of points earned by the employee for that portion of the Procedure;
- (d) The number of points actually earned by an employee for the written examination,

performance evaluation, and, if applicable, the Oral Board examination will be totaled to arrive at the employee's combined score. "Seniority bonus points" shall not be added unless an employee's combined score exceeds 70 percent (70%) of the total number of program points available.

To qualify for placement on a promotional list, all applicants must achieve a combined score on the written examination, performance evaluations, and Oral Board examination of 70 percent (70%), independent of the addition of any "seniority bonus points". In addition, placement on a promotional list is further conditioned upon the successful completion of any required physical agility tests and examinations uniformly applied to all applicants. Employees subject to this Procedure may participate in whatever number of promotional opportunities their eligibility permits and, accordingly, may be on more than one (1) promotional list if they have achieved the requisite minimum score.

Section 10.6 Roster. For each classified position, a roster of selection will prevail. Initially, this means that the scores will be in consecutive order with the Employer promoting from among the top three (3) scores.

Section 10.7 Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. Written tests will be designated at a general knowledge level or standards designated where rank and position warrant specialization. The Employer will determine where general or specialized standard testing is warranted. All written examinations, when necessary, will be designed and drafted by a professional agency. The Employer shall determine the professional agency best qualified for this testing composition. Whenever a promotional opportunity also requires specialized schooling or training, employees must first satisfy all physical and educational conditions necessary for entrance into the training or schooling program. Failure to do so will disqualify the employee from participation in the written examination and consideration for the promotional vacancy involved.

Section 10.8 Performance Evaluations. Performance evaluations will be conducted annually, or more often if necessary, by the Sheriff or his designated representative, with the last evaluation being no more than three (3) months prior to the written examination.

Section 10.9 Posting of Examination Notices. Examination notices, including the subjects to be covered, for all competitive promotion classifications shall be posted on the bulletin boards throughout the Employer's facility for a minimum of 30 calendar days prior to the written examination date. Employees eligible to compete must submit a written letter of intent to participate to the Employer no later than fourteen (14) calendar days prior to the respective examination date. Alternative examination dates will be arranged by the Employer for employees who have submitted a timely request to participate in the promotional process but who will be on vacation or military reserve training leave at the time the examination will be given or who miss the examination because of illness supported by a physician's certificate and who submit such excuse to the Sheriff in writing no later than five (5) calendar days following the examination. All such alternative examinations will be scheduled within ten (10) calendar days following the employee's return from vacation or presentation of the written excuse to the

Sheriff, whichever is appropriate.

Section 10.10 Examination Procedure. Any employee has the right to examine the results of his own performance evaluation and written examination. The documents are confidential, and they cannot be removed from the files. However, the contents of promotional documents will be made known only to the Sheriff and his designated representatives, and the employee himself and his designated representative.

Section 10.11 Probation. All employees promoted within the bargaining unit shall be deemed to be on probation from the date they are awarded the position until six (6) months after they have successfully completed any required training and schooling. During such probationary period, the Employer may demote the employee to his former classification, and all secondary transfers or promotions shall be returned to their classifications. During the period from the date he is awarded a promotion until ninety (90) days after he has successfully completed any required training or schooling, an employee may, on his own volition, request in writing to be relieved of his new classification and to be returned to his former classification. If an employee returns to his former classification at his own request, his name shall be removed from all promotion rosters until the next written examination is given and all secondary transfers and promotions shall be returned to their former classifications.

Section 10.12 Examination Period. Promotional examinations will be given whenever a vacancy exists, unless there is a current promotional roster in effect. A promotion roster shall remain in effect for a period of two (2) years from the date the eligibility roster is established or until the eligibility roster is depleted, whichever is earlier.

Section 10.13 Outside Appointment. The Sheriff may fill a vacancy subject to this Procedure from outside the bargaining unit if no employee has attained a passing score for promotion or the vacancy is unable to be filled because employees subject to this Procedure have failed to utilize the Procedure, or declined advancement. If an employee declines a promotional advancement, his name shall be removed from the promotional roster involved.

Section 10.14 Sharing of Training Costs. Employee repayment of the costs associated with State mandated training for advancement to a new position under this Agreement shall be treated in the same manner as other educational reimbursements under subsection (c) of Section 19.11.

Section 10.15 Lateral Transfers. Nothing contained in this Promotional Procedure shall be construed as a limitation of any nature upon the Employer's right to reassign, whenever necessary in its sole discretion, by means of a permanent lateral transfer employees classified as either Sergeants or Corporals from Road Patrol to Jail duty or from Jail duty to Road Patrol, provided, however, a permanent lateral transfer shall not be used for purposes of disciplinary action.

Section 10.16 Pay Rate on Promotions. Employees promoted within the bargaining unit pursuant to the provisions of this Agreement shall be initially paid at the first Step in the salary range for the new classification which would entitle them to an increase in pay and shall advance

thereafter from Step-to-Step on the pay scale in accordance with their length of service in the new classification.

LEAVES OF ABSENCE

Section 11.0 Procedure for Requesting Leaves. Unless otherwise provided by this Agreement, requests for a leave of absence must be submitted by the employee to his immediate supervisor at least 30 days in advance of the date the leave is to commence. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the Employer. Unless extended, otherwise provided by this Agreement, or a different period of time is required by law, the maximum length of a leave of absence shall be for 30 calendar days, except for educational leaves of absence which, when granted, shall be for the period of at least two (2) weeks, but no longer than the length of the full-time training programs required for the employee. Educational leaves of absence shall only be granted to allow employees to fulfill state certification requirements in corrections or law enforcement. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

Section 11.1 Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on a leave of absence may result in immediate termination of employment with the Employer. Falsely setting forth the reasons for any leave or leave extension may result in disciplinary action, including discharge. All leaves of absence shall be without pay, except for educational leaves of absence, for which the employee will receive eighty (80) hours of pay and full benefits for each pay period. The provisions of other leave sections may also cause the employee to receive pay and benefits. Employees shall be required to substitute use of their "banked" sick leave days, if any, and accrued paid leave for time off under any unpaid leave of absence mandated by law or granted pursuant to this Agreement. If such paid time off is available, the Employer will provide only enough unpaid leave to total the amount of leave mandated by law or required pursuant to this Agreement.

Section 11.2 Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement, unless the employee gives a written notice to the Employer of his desire to return to work prior to the expiration of his leave. If such notice is given, the employee will be assigned to his position no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

Section 11.3 Personal Leaves. Any employee desiring a personal leave of absence from his

employment shall secure written permission from the Employer. The leave shall be without pay unless specifically stated to the contrary by the Employer. The maximum leave of absence shall be for 30 calendar days and may be extended for like periods, provided such extension is granted prior to the end of the immediately preceding period. Falsely setting forth the reasons for such leave or any extension thereof may result in disciplinary action, up to and including discharge.

Section 11.4 Paid Leave Policy All regular full time employees shall be eligible for paid leave under the following conditions:

<u>Seniority Required</u>	<u>Accrual Rate</u>	<u>Maximum Hours Pay</u>
Less than one (1) year	6% times the number of regularly scheduled hours for each two (2) week work period during which compensation has been paid by the Employer	128
One (1) year to five (5) years	8% times the number of regularly scheduled hours for each two (2) week period during which compensation has been paid by the Employer.	168
Five (5) years plus one (1) day to ten (10) years	9% times the number of regularly scheduled hours for each two (2) week period during which compensation has been paid by the Employer.	192
Ten (10) years plus one (1) day and up	10% times the number of regularly scheduled hours for each two (2) week period during which compensation has been paid by the Employer.	216

Each one (1) hour of paid leave under this Section shall equal one (1) hour of pay at an employee's straight time regular rate of pay, exclusive of all premium pay, at the time he takes such leave. Any paid leave over the maximum accrual rate shall be forfeited to the Employer as of March 1st of any given year. Only the maximum accrual will be carried over. Upon separation from service, unused accumulated paid leave hours will be paid up to the maximum accrual rate.

Section 11.5 Paid Leave Administration. Paid leave under Section 11.4 may be used for

vacation, sickness, personal days, or for other reasons subject to the following rules:

- (a) In order that a sufficient number of officers may be on duty to meet all ordinary operational requirements, employees shall select and take their vacations in accordance with a plan as established by the Sheriff. In establishing such a plan, the Sheriff shall give preference to employees on the basis of their seniority. The Sheriff will attempt to arrange the vacation schedule in such a manner that each employee may take the amount of vacation which he has earned in periods of at least one (1) workweek. Requests to utilize vacation days on an individual basis must be submitted to the Sheriff or his designated representative at least five (5) days prior to the period requested. Such time off on an individual day-to-day basis will not be granted if another employee is utilizing the period requested by taking vacation time off in a "block" of one (1) workweek or if the day or days requested have previously been scheduled for use by a more senior employee on a day-by-day basis.
- (b) If paid leave is to be used for medical, optical, or dental appointments, the employee shall, whenever possible, give the Employer no less than 24 hours advance notice and receive prior approval of the Employer.
- (c) If the paid leave is to be used for sick days, requests for such a sick day should normally be made before an employee is regularly scheduled to report for duty. The employee shall inform his immediate supervisor of that fact and the reason therefore as soon as possible, and failure to do so within a reasonable period of time may be cause for denial of paid leave for the period of absence.
- (d) If the paid leave is to be sick leave, the Employer has the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certificate must state the nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.
- (e) If paid leave is used as a personal day, the employee, whenever possible, will give the Employer at least one (1) days' notice.
- (f) All employees working an eight (8) hour schedule must take off at least ten (10) working days per year of paid leave. Of this minimum of ten (10) working days, there must be at least one (1) block of five (5) consecutive days off with pay. All employees working a twelve (12) hour schedule must take off at least sixty (60) hours per year of paid leave. Of this sixty (60) hours, there must be at least one (1) block of seven (7) consecutive days off.
- (g) Paid leave may also be utilized by eligible employees to supplement benefits received under the Worker's Compensation law of the State of Michigan or to supplement any Sickness and Accident Insurance benefits received pursuant to Section 15.2. In no instance, however, will an employee be permitted to receive more than an amount sufficient, when added to his statutory or insurance benefit, to bring the total benefit up to

100 percent (100%) of his normal net weekly or biweekly pay. Supplemental payments paid by the Employer pursuant to this Section shall be deducted from an employee's allowable accrued paid leave hours under Section 11.4. In computing the number of hours to be deducted, the amount of money paid by the Employer to the employee shall be divided by the employee's straight time hourly rate of pay at the time the employee commenced his leave; this calculation shall be carried out to two (2) decimal points without any subsequent "rounding off" of the resulting figure, either upward or downward.

Section 11.6 Extended Sick Leave. Extended sick leave for a fixed period of time shall be granted automatically upon application from the employee for illness or injury, subject to the Employer's right to require proof of disability or injury. Extensions of sick leave may be granted by the Sheriff, provided, however, the obligation is on the employee to report any change of conditions or request a continuation of sick leave.

Section 11.7 Medical Certificates and Examinations. Employees requesting a leave for sickness or injury or a continuation of sick leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capability to perform his job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on sick leave of absence. The Employer may require as a condition of any sick leave, regardless of duration, a medical certificate setting forth the reasons for the sick leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing sick leave. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal. Employees required to take a sick leave of absence or to remain on sick leave following an examination by the Employer's physician may, at their own expense, have an examination conducted by a physician of their own choice. If the medical conclusions of the two (2) physicians are dissimilar concerning the ability of the employee to perform his duties, the two (2) physicians shall select a third physician to examine the employee, whose medical conclusions shall be binding. The two (2) immediately preceding sentences shall not apply in situations where a claim for benefits for such illness or disability may be made by the employee affected pursuant to a contract of insurance carried by the Employer.

Section 11.8 Union Leave. The Employer agrees to grant time off not to exceed a total of six (6) days in any one (1) calendar year, without discrimination or loss of seniority rights and without pay, to be used by not more than two (2) employees at any one (1) time designated by the Union to attend a labor convention, or to serve in any capacity on other official Union business, provided seven (7) working days written notice is given to the Employer by the Union, specifying the length of time off for Union activities. Time off pursuant to this Section shall not cause any disruption of the Employer's operations due to lack of available employees, nor shall it create a condition which would necessitate overtime pay for an employee filling the vacant position created by such time off.

Section 11.9 Military Leave. The Employer and the Union agree that employees called into military service shall be given all the benefits accorded them by applicable Federal Law.

Section 11.10 Funeral Leave. When death occurs in a seniority employee's immediate family, the employee, on request, will be excused for the first three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral. "Immediate family" shall be defined as the employee's spouse, parent, stepparent, parent or stepparent of current spouse, child or step child, brother, sister, grandparents or grandchildren. One (1) day of such leave shall be granted to a seniority employee immediately following the date of death of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law. An employee excused from work under this Section shall, after making written application, receive the amount he would have earned by working during his straight time hours on such scheduled days of work for which he is excused, provided he attends the funeral. Payment shall be made at the employee's rate of pay, not including premiums, as of his last day worked. Time thus paid will not be counted as hours worked for purposes of overtime. Funeral leaves requested by an employee that are not covered in this section can be approved by the Sheriff on a case by case basis.

Section 11.11 Jury Duty. Non-probationary employees summoned by the Court to serve as a juror while on duty shall be given a leave of absence for the period of their jury duty. For each day that a day shift employee serves as a juror when he would otherwise have worked, he shall receive the difference between his straight time regular rate of pay, exclusive of all premiums, for eight (8) hours and the amount he receives from the Court, exclusive of those sums allocated by the Court for mileage, for a maximum for thirty (30) workdays in any one (1) calendar year. For each day that a night shift employee serves as juror and is scheduled to work the night of the jury duty and had worked the night before the jury duty, the employee will be allowed hours off their night shift equivalent to the number of hours they spent in court. This time off their night shift can be taken off the beginning or end of their shift. In order to receive jury duty pay, an employee must: (1), give advance notice to the Sheriff of the time he is to report for jury duty; (2), give satisfactory evidence that he served as a juror at the summons of the Court on the day he claims such pay or time off; and, (3), return to work promptly if, after having been summoned by the Court, he is excused from service.

HOURS OF WORK AND OVERTIME

Section 12.0 Workday - Workweek. An employee's normal workday shall consist of eight (8) consecutive hours or twelve (12) consecutive hours if working the twelve (12) hour shift work schedule. The work schedule for all full time employees covered by this Agreement will normally consist of 160 hours in a period of 28 consecutive days. These definitions shall not constitute a guarantee by the Employer of any number of hours per day or per week or as a limitation on the Employer's right to schedule work in excess of the normal workday or workweek. A workday shall be defined as a 24-hour period commencing from the start of an employee's regularly scheduled shift. For purposes of premium pay, this definition of a workday shall not apply where:

- (a) An employee's shift is changed at his request;
- (b) The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one shift and the start of another.
- (c) Employees shall not be required to work more than four (4) hours of overtime in conjunction with the twelve (12) hour work day, except in an emergency or for exigent circumstances as determined by the Sheriff.

Section 12.1 Work Schedule. The work schedule and starting and quitting times for any and all shifts shall be established by the Sheriff and posted 15 days in advance whenever possible.

- (a) Breaks. Employees working the twelve (12) hour shift work schedule will be allowed two (2) thirty (30) minute paid breaks in the twelve (12) hour tour of duty.
- (b) Court Time. Employees working the twelve (12) hour shift work schedule who have worked all night, attend court starting at 8:00 A.M., and remain in court continuously until after 12:00 P.M., and have to be back to work that same night, can choose to reduce their shift that night by the number of hours spent in court. The reduction can be at the beginning or the end of the shift. The employee choosing this option would not be compensated at the premium pay rate. The employee choosing this option must notify the Duty Sergeant as soon as court is over to allow proper staffing of the shift.

Section 12.2 Shift Preference. Dispatch, Road Patrol and Jail staff will be assigned in accordance with the below schedule known as the twelve (12) hour shift work schedule. During each fourteen (14) day cycle the employee will be assigned one eight (8) hour work day which will be chosen by the employee by seniority during the shift bid.

12 Hour Shift Work Schedule

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Platoon 1		W	W			W	W	W			W	W		
Platoon 2	W			W	W				W	W			W	W
Platoon 3		W	W			W	W	W			W	W		
Platoon 4	W			W	W				W	W			W	W

- (a) Shift Definitions. For purposes of this Section, the following definitions shall be applicable;

Dispatcher Hours:

Days: Platoons one (1) and two (2) – 6:00 A.M. to 6:00 P.M.

Nights: Platoons three (3) and four (4) – 6:00 P.M. to 6:00 A.M.

Road Patrol Hours:

Days: Platoon one (1) and two (2) – 5:00 A.M. to 5:00 P.M. or 6:00 A.M. to 6:00 P.M.

Nights: Platoon three (3) and four (4) – 5:00 P.M. to 5:00 A.M. or 6:00 A.M. to 6:00 P.M.

Jail Hours:

Days: Platoon one (1) and two (2) – 7:00 A.M. to 7:00 P.M.

Nights: Platoon three (3) and four (4) – 7:00 P.M. to 7:00 A.M.

- (b) Participating Employees. No employee shall be eligible to apply for a shift preference until he has completed one (1) year of employment with the Employer and in addition must have been working at least ten (10) days prior to the posting of the shift preferences.
- (c) Permitted Changes. Subject to the other provisions of this Section and Section 4.0, shift preferences will be granted by the Employer if there is an employee with less seniority with the Office of the Sheriff of Lenawee County who is working on the requested shift in the same classification.
- (d) Nonpermitted Changes. Employees will not be permitted to displace probationary employees working on the requested shift or employees with less seniority on the requested shift who are undergoing specialized training or are on a special assignment. Further, a shift preference request may be denied due to any requirements imposed by law upon the Employer. A shift preference request may also be denied if it would alter the manpower requirements established by the Employer or would otherwise be detrimental to the operation of the Employer.
- (e) Requests for **Shift/Platoon Preference.** Three (3) consecutive 28-day tours of duty shall constitute a single shift preference block under this Section. **The twelve (12) hour work shift schedule consists of four (4) platoons. Two (2) day shift platoons and two (2) night shift platoons.** Employees shall submit their bids for their preferred shifts **and platoons** in writing to **their Division Commander** four (4) weeks prior to the commencement of the new shift preference block, indicating by number their preference for no more than two (2) shifts **followed by one platoon preference for each shift. Platoons will be assigned by seniority. The Sheriff reserves the right to assign an employee to a specific platoon based on the employee's specialized training such as K-9 handler, Accident Investigator, Range Officer, Training Officer, Classification Officer or any other specialized training deemed necessary.** Failure to submit a shift preference application may result in an employee being displaced from his current shift or assignment by the Employer to a different shift.

Thereafter, the Employer will post on the bulletin board the contemplated changes resulting from the submitted requests and such changes will go into effect on the date the new shift preference block commences. In placing shift preference requests into effect, the Employer will attempt to arrange such changes in a manner which will allow employees changing shifts to be off-duty for the end of their old shift to the start of their new shift. The parties recognized, however, that this goal cannot always be accomplished. Accordingly, if implementation of a shift preference would require an employee to work 16 hours consecutively, the employee requesting the shift change will be the individual selected to work the "back-to-back" shift. The Employer shall not be liable for overtime premium pay under Section 12.3(b) of this Agreement as a result of its implementation of shift preference requests.

- (f) It is expressly understood that an employee's work schedule and his shift may be changed on a daily basis whenever operating conditions warrant such a change. Employees may be denied a requested shift preference, forced to remain on a particular shift, or required to change shifts for closer supervision purposes. Schedule and shift changes intended by the Employer to last longer than 15 days shall be a subject of a Special Conference in accordance with Section 18.0. The employer shall have the right to transfer employees to another shift for manpower needs. If there are no volunteers by seniority, the employee with the least amount of seniority will be transferred.

Section 12.3 Premium Pay

- (a) Time and one-half (1 ½) the employee's regular straight time rate of pay shall be paid for all hours actually worked within a tour of duty in which the aggregate number of hours exceeds 80 hours in a period of 14 consecutive days, or, if a tour of duty of less than 14 days is established by the Sheriff, the aggregate number of hours in such tour of duty which bears the same ratio to the number of consecutive days within the work period as 80 hours bears to 14 days;
- (b) Time and one-half (1 ½) the employee's regular straight time rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) workday if working an eight (8) hour schedule or in excess of twelve (12) hours if working the twelve (12) hour shift work schedule. An employee working the twelve (12) hour shift work schedule, which includes an eight (8) hour work day during each fourteen (14) day cycle, will receive time and one-half (1 ½) of the employee's regular rate of pay for all hours worked in excess of eight (8) hours on that one eight (8) hour work day during each fourteen (14) day cycle.
- (c) To be eligible for premium pay under subsection (b) of this Section, an employee must have worked all of his scheduled hours in the normal workweek unless excused by the Sheriff or his designated representative.

- (d) All paid but non-worked time shall not be counted as hours actually worked in determining an employee's eligibility for premium or overtime pay under any Section of this Agreement.
- (e) Employees who have completed the necessary training courses to become a certified trainer are eligible to receive a training officer's stipend of twenty (\$20) for every DOR (Daily Observation Report) completed and approved at the end of an 8 or 12 hour scheduled work day. The employee must have actually conducted training for the entire shift for which the stipend is paid, up to a maximum eleven (11) bargaining unit members.

Section 12.4 No Duplication or Pyramiding. The payment of premium pay pursuant to this Agreement for any hour shall exclude that hour from consideration for overtime premium pay on any other basis, thus eliminating any duplication of overtime premium pay.

Section 12.5 Compensatory Time Off

- (a) Each employee shall be paid his premium (overtime) each pay period, unless he turns in a blue "Comp Time Requested" overtime (premium pay) card indicating he wishes to be considered for compensatory time off. All compensatory time off shall be earned as premium pay under the provisions of section 12.3.

For the purposes of this Section, all compensatory time off hours shall be converted to their straight time equivalent. In no case shall an employee be permitted to accrue more than 28 straight time hours of compensatory time off work. Employees who have accrued 28 straight time hours of compensatory time off shall be paid for all premium pay earned. Upon termination of employment, an employee shall be paid for all accrued but unused compensatory time earned pursuant to this Section at a rate of compensation not less than the average regular rate received by such an employee during the last three (3) years of employment or the final regular rate of pay received by such an employee, whichever is greatest.

- (b) The scheduling of compensatory time off work must be worked out in advance between the employee and his immediate supervisor. An employee who requests the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request, provided that the use of compensatory time off does not duly disrupt the operations of the employer. Generally, no more than three (3) days may be taken at any one time in this manner unless expressly agreed to by the Sheriff and the employee.

Section 12.6 Overtime Distribution

Definitions:

Extension of Shift is any overtime less than four (4) hours at the end or beginning of any shift. Extension of shift is not covered by any posting or rotation and is assigned as necessary by the Shift Commander.

Off-duty shall refer to the status of an employee or body of employees, either day shift or night shift, assigned to the rotation that is on its regularly scheduled pass day when a vacancy creating an overtime assignment occurs.

On-duty shall refer to the status of an employee or body of employees, either day shift or night shift, assigned to the rotation responsible for staffing the Road Patrol, Dispatch, or the Jail on any given date when a vacancy creating an overtime assignment occurs.

Overtime Rotation List is a list of platoon members within the same classification ranked in order of their seniority as defined in Section 8.0. A new list will be created at the beginning of each shift bid.

Scheduled overtime is overtime, other than that of an emergency, extension of shift, or court-time in nature which is anticipated more than five (5) days in advance of the vacancy regardless of the cause of the vacancy.

Shift Commander is defined as a Shift Sergeant, Road Patrol Corporal if working in absence of the Sergeant, or any (OIC) Officer in Charge of a shift.

Unscheduled overtime is overtime, other than that of an emergency, extension of shift, or court-time in nature which is anticipated five (5) days or less before the vacancy regardless of the cause of the vacancy.

Overtime Distribution Procedure:

The following overtime distribution procedure has been created to reflect the current workplace conditions, work-force size, and shift configuration. The current work shift for Dispatch, Corrections, and Road Patrol consists of six (6) 12-hour workdays and one (1) 8-hour workday every fourteen (14) days or per pay period. All employees shall be expected to work reasonable amounts of overtime upon request. Command staff may be figured into shift strength as needed and at the direction of the Sheriff.

- (a) Overtime, other than that of an emergency or court time, will first be offered to employees within the same classification who work on a rotating shift basis or are part of a rotating shift platoon. The Road Patrol Corporal will be included as part of the Road Patrol on the overtime rotation list. If the overtime cannot be filled by an employee within the same classification, it can then be offered to each of the next higher classification level of employees qualified to perform the work, in progressive fashion, i.e. a Correctional Officer may work as an Intake Officer or as an OIC. Supervisors can fill POAM vacancies when no one from the POAM

unit signs up or volunteers for an overtime opportunity. OICs are designated by the Sheriff or his designee.

- (b) An overtime rotation list will be prepared by the Shift Sergeant/Shift Leader for each classification at the beginning of each new shift bid. The list will consist of employees in the same classification ranked in order of their seniority with the Office of the Sheriff of Lenawee County for each platoon. That list will be used for the entire shift bid period. When a new shift bid schedule is posted, a new overtime rotation list will be created for shift bid period. Only FORCED OVERTIME will be logged on the overtime rotation list.
- (c) Scheduled overtime WILL BE posted for sign up. The overtime posting must include the date it was posted. When the overtime is posted, employees who sign up for the entire vacancy will be given preference over those who have signed up for a partial shift regardless of seniority. If more than two employees sign up for the same time slot, the most senior employee would be assigned the overtime for that time slot. If the number of volunteers is not sufficient to cover the overtime, the off duty oncoming and the on duty off going shifts would be used. The classification that created the overtime will be noted on the signup sheet. The overtime will first be assigned within the classification creating the overtime unless the overtime created a need for a supervisor at which time the Sergeants would be assigned if they signed up for the overtime. Refer to section (f) if it is four (4) hour overtime created by an eight (8) hour day.
- (d) Unscheduled overtime WILL NOT be posted for sign up and will be assigned by a Shift Commander. If the overtime is for an entire twelve (12) hour shift, the Shift Commander will first call the employees that are on pass by seniority within the classification affected (this would be from the other day shift platoon that would be on pass). If no one on the day shift platoon on pass takes the overtime, the Shift Commander would call the midnight shift employees who are on pass. Keep in mind that the midnight shift on pass could only work a day shift that would not interfere with their regular work days (example-one could not get off work at 7am and work that day shift and one could not work a day shift when they have to be at work for their regular shift the same night at 7pm). If no one on pass accepts the overtime opportunity for an entire shift, the Shift Commander will assign the overtime to the on duty off going and off duty oncoming shift. Unscheduled overtime, other than an emergency, extension of shift, or court time nature that is not for an entire twelve (12) hour shift, for instance a four (4) or eight (8) hour block, can be filled using employees in the same classification on pass or by using the on duty off going shift and off duty oncoming shift at the Shift Commander's discretion. The Shift Commander will follow the appropriate procedure listed in this document regardless of which group of employees are used to fill the overtime. See section (f) if it is four (4) hours overtime created by an eight (8) hour day.

- (e) When assigning overtime to the on duty off going shift and off duty oncoming shift, the Shift Commander will use the prepared overtime rotation list. The Shift Commander will offer the overtime to the most senior person on the overtime rotation list within the affected classification and work down the list until the overtime is taken or forced. Overtime accepted by an employee on the overtime rotation list without being ordered will NOT be logged on the overtime rotation list. If no one on the roster volunteers to take the overtime, then the employee with the least seniority that has not been forced to work overtime during the shift bid will get ordered to work. If everyone on the list has been ordered to work overtime during the shift bid, then the lowest seniority employee on the list would be forced and the process would start over again.
- (f) The twelve (12) hour shifts require an employee to work one eight (8) hour shift during each fourteen (14) day cycle. When a four (4) hour vacancy is created by the eight (8) hour shift, the employee working the eight (8) hour shift will always be offered the four (4) hours of overtime regardless of seniority whether scheduled or unscheduled. Should the person working the eight (8) hour day turn down the overtime, then the overtime would be assigned as scheduled or unscheduled overtime, whichever applies to the situation.
- (g) Under normal circumstances, working more than sixteen (16) hours straight is prohibited. Any exception such as an emergency, a special event or unusual circumstance must be authorized by the Division Commander or higher.
- (h) When making calls to fill overtime, the Shift Commander will call the primary phone number listed on the department roster for the employee. No voice mails will be left. If an employee does not answer the phone, move to the next on the list. E-mail and texting will not be used to offer or assign overtime. All overtime will be offered and assigned by phone or in person.
- (i) Shift Commanders will be responsible to log forced overtime on the overtime rotation list. All entries on the overtime rotation list will be initialed by the Shift Commander making the entry.
- (j) Shift Sergeants and Dispatch Shift Leaders will be responsible for making a new overtime rotation list on the first day of a new shift bid. Old overtime rotation lists will be kept on file by the Division Commanders.
- (k) If employees voluntarily exchange a shift and an overtime opportunity arises, the employee actually working the platoon on the day the overtime opportunity arises will be offered the overtime if eligible, not the employee who is assigned to a platoon and trades off the shift.
- (l) Employees will not be ordered to work overtime on a pass day if they have taken two or more personal leave/vacation days between sets of pass days unless an

emergency situation exists.

- (m) With the current twelve (12) hour schedule, using the on duty off going and on coming shifts to fill a twelve (12) hour vacancy leaves a four (4) hour void in the middle of a shift. This would normally be 11p-3a and 11a-3p or 10p-2a and 10a-2p. It may sometimes be necessary to order an employee on pass to fill that (4) hour gap. If an employee on pass is to be ordered to work the four (4) hour gap on their day off, that employee will be given the opportunity to work the entire twelve (12) hours before going to the on duty off going and off duty oncoming shift.
- (n) If an employee has special skills or knowledge which are not shared by other employees in the same classification, such an employee will be considered an exception to the procedures set forth in this plan.
- (o) With the prior approval of their immediate supervisor, employees subject to the above overtime distribution plan may carry out their responsibilities under the plan by trading shifts with another employee who also works on or is assigned to a rotating shift in the same classification. The hours worked by the employee who agreed to the shift trade shall not count as "hours worked" for purposes of determining that employee's eligibility for premium pay, unless the trade was caused by an unscheduled overtime opportunity.

Contract and Grant Overtime Distribution

Special overtime such as MIS and Fair week will not fall under this section. Two (2) opportunities to work for each week of "contract and/or grant" overtime will be awarded to road patrol Deputies based on seniority. These opportunities will be designated on the signup sheet as "seniority slots". Additional opportunities will be awarded based on a fair and equal distribution, determined by the numbers offered, the willingness to work varied opportunities, and the general restriction of only sixteen (16) hours can be worked in a twenty four (24) hour period.

If a Deputy is unable to work the assigned overtime, the assigned date and time will be considered open and will be filled accordingly. Contract and grant overtime opportunities will be distributed to members of the road patrol bargaining unit. Opportunities in which no road patrol personnel signs up for the overtime are considered open and will then be available to members of the supervisory bargaining unit.

Section 12.7 Call-In Pay. An employee covered by this Agreement who is called in to work during his scheduled time off, but not including periods when an employee is on layoff status, including going to court to give testimony, shall receive a minimum of two (2) hours' pay at time and one-half (1 ½) for such time worked.

Section 12.8 Training. The Employer recognizes the advantages of training for employees. Employees who are assigned for schooling or training outside of the Employer's facilities by the Sheriff or required to participate in training at the Employer's facilities shall be compensated for such time in accordance with the provisions of this Agreement. Training conducted by the Office of the Sheriff of Lenawee County, including firearms training, may be scheduled by the Sheriff within the Employer's facilities or at a nearby facility before, after, or during an employee's regular working hours.

Employees working the twelve (12) hour shift work schedule assigned to training over 75 miles outside the county will be considered to have worked a twelve (12) hour day. Employees assigned to training within the county or an area less than 75 miles from the county will return to duty upon completion of the training. While employees are working the twelve (12) hour shift work schedule, the Sheriff or his designee shall have the right to reschedule employees to an eight hour work schedule for training within a seven (7) day notice.

Section 12.9 On Call Pay for Detectives. When a Detective is on call for the seven (7) day period they will be paid two (2) hours at the time and a half pay scale for the detective classification for that seven (7) day period while on call. When the detective is called out they will not be paid for the first two (2) hours of call out worked during this seven (7) day period, but pay will start after the second hour worked. If the detective is called out a second time within the same seven (7) day period after being charged with the first two (2) hours, the pay starts at the first hour and is subject to the two (2) hour minimum call in.

HOLIDAYS

Section 13.0 Holidays. Employees shall be paid at their current straight time rate for the following holidays:

The first day of January	New Year's Day
Third Monday of February	President's Day
	Good Friday (four [4] hours pay)
The last Monday of May	Memorial Day
The fourth of July	Independence Day
The first Monday of September	Labor Day
The first Tuesday after the first Monday in November of every even numbered year	Any general Election Day
The eleventh day of November	Veteran's Day
The fourth Thursday of November	Thanksgiving Day

The fourth Friday of November	Day after Thanksgiving
The twenty-fourth day of December	Day before Christmas
The twenty-fifth day of December	Christmas Day
The thirty-first day of December	New Year's Eve Day

Section 13.1 Holiday Celebration. If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. The preceding two (2) sentences shall apply only to those eligible employees whose normal workweek consists of 40 hours of work performed Monday through Friday; for all other employees, the actual date of the recognized holiday will be observed.

Section 13.2 Holiday Eligibility. In order for an employee to be paid for a holiday, he must have worked the last scheduled workday prior to and the next scheduled workday after each holiday. An employee who is on layoff or is otherwise absent from work, unless otherwise excused by the Employer, will not be paid for that holiday, provided, however, if any of the above-enumerated holidays occur during an eligible employee's approved vacation period and he is absent from work because of such vacation, he shall be paid for such holiday.

Section 13.3 Worked Holidays. Employees who work on a holiday will be paid time and one half (1 ½) his straight time rate of pay for all hours worked on a holiday. No employee shall be deemed to have been "required to work" on a holiday within the meaning of this Section if he is absent from work for any reason, including illness, on such holiday. Non-worked holidays, even though paid, shall not count as hours actually worked in determining the right to overtime compensation under this Agreement.

RETIREMENT

Section 14.0 Retirement Plan.

Defined Benefit Retirement Plan. Any employee covered under this agreement and hired in the Lenawee County Sheriff's Department on or after July 1, 2005 is not eligible for participation in the County's Defined Benefit Retirement Plan. The following table applies only to those employees covered under this agreement and hired before July 1, 2005:

LENAWEE COUNTY DEFINED BENEFIT RETIREMENT PLAN	
<u>Description</u>	<u>Benefit</u>
Normal retirement	Age 65 and vested or age 55 and 25 years service

Retirement benefit formula (annual)	2.5% X yrs svc X ave. highest 48 consecutive months
Vesting	8 years
Mandatory retirement	none
Early retirement (reduced benefit)	55/10 years (less than 25 years service)
Early retirement reduction	.56% X no months preceding 65 th birthday, max: 60 months (33%) .28% X no months preceding 60 th birthday, max: 60 months (17%)
Deferred retirement	8 or more years: 65-regular 10 or more years:55-reduced
Disability retirement	total & permanent disability w/10 or more years; worker's compensation offset
Death benefit	survivor's annuity (50%) for spouse and/or children
Duty connected death benefit	none
Maximum Benefit	32 Years (Effective 01/01/2001)
Compensation cap	Not to exceed 80% of average monthly earnings (Effective 01/01/2001)
Optional forms of payment	straight life; optional reduced survivor's benefits
Member contributions	5% of gross pay (pre-tax) (Effective 08/1998) 6% of gross pay (pre-tax) (Effective 01/01/2008) 7% of gross pay (pre-tax) (Effective 01/01/2009) 8.5% of gross pay (pre-tax) (Effective 01/01/2013) 10% of gross pay (pre-tax) (Effective 12/31/2013)

Effective January 1, 2008 the employee pension contribution for the defined benefit plan shall be increased by one percent (1%) to six percent (6%).

Effective January 1, 2009 the employee pension contribution for the defined benefit plan shall be increased by one percent (1%) to seven percent (7%). Effective January 1, 2013 the employee pension contribution for the defined benefit plan shall be increased by one and one half percent (1.5%) to eight and one half percent (8.5%). Effective December 31, 2013 the employee pension contribution for the defined benefit plan shall be increased by one and one half percent (1.5%) to ten percent (10%).

Defined Contribution Retirement Plan. Any employee covered under this agreement hired in the

Lenawee County Sheriff's Department on or after July 1, 2005 will only be eligible to enroll in the County's Defined Contribution Retirement Plan with a mandatory contribution rate of 7.5% of gross pay (pre-tax). The Employer will also contribute 7.5% of an employee's gross pay. Investments to be directed by the employee through available options. Vesting period shall be five (5) years. Contributions to begin on the date of hire. Effective January 1, 2013 the mandatory employee contribution will be five percent (5%) of gross pay (pre-tax). The Employer will also contribute five percent (5%) of an employee's gross pay.

Beginning with the 2014 plan year, employees who participate in the Lenawee County Board of Commissioners Retirement Income Plan (Defined Benefit Plan), with 60% or less accrued benefit will have the option to freeze their Defined Benefit by opting out of the Defined Benefit Plan and be enrolled in the Lenawee County Board of Commissioners Defined Contribution Plan. Employees opting out of the Defined Benefit Plan will NOT have the opportunity to opt back in. Employees who opt out must do so during designated periods during the beginning of the plan year. The plan year begins on January 1 and ends on December 31.

INSURANCE

Section 15.0 Hospitalization Insurance.

- a) The following insurance plans will be provided:

Employee's choice of one of five different Simply Blue health plans through Blue Cross Blue Shield of Michigan. **For 2018 the County will fund up to \$7,970 for a single plan, \$17,992 for a 2 person plan or \$21,494 for a family plan.** If the employee selects a plan that exceeds the county's contribution limits, the employee will be required to contribute toward the cost of the premium. If the employee elects one of the qualified high deductible health insurance plans and the employee, and any dependents, are eligible for a deduction into a Health Savings Account, the County will fund the employees' Health Savings Account with the difference between the premium charge and the maximum county funding.

Each year of this agreement the Employer contributions into employee Health Savings Accounts will be deposited on January 1st or the next normal business day observed by some financial institutions. Weekends and holidays are not considered normal business days for some financial institutions. (All funding will be pro-rated for new hires depending on effective date of coverage.)

On an annual basis the County will increase funding for health insurance by the average annual increase in premium cost, across all categories and plans, up to a maximum increase of 15%. The change in cost of specific plans may vary from the average annual increase. While there is no automatic opener,

in any year that the average annual increase in premium cost, across all categories and plans, increases by more than 20% the County will be open to discussion of this issue.

b) During designated enrollment periods, employees, if eligible, may enroll in employees' choice of five different Simply Blue health plans through Blue Cross Blue Shield of Michigan.

c) Medical Coverage Waiver (Buy-out). Cash compensation in lieu of medical coverage with proof from employee to employer of alternative coverage (to be included in employee's personnel file). Cash compensation will be paid to an eligible employee covered under this Agreement as follows:

(Prior to January 1, 2003)

One person policy	\$19.23 per pay period (26 per year)
Two person policy	\$28.85 per pay period (26 per year)
Family policy	\$38.46 per pay period (26 per year)

(Effective January 1, 2003)

One person policy	\$28.85 per pay period (26 per year)
Two person policy	\$43.27 per pay period (26 per year)
Family policy	\$57.70 per pay period (26 per year)

d) In the event of an employee death while employed by the County, the employer sponsored health insurance will continue for 30 days from the date of the employee's death.

Wellness Program

Effective January 1st through December 31st employees (& spouse) who are enrolled in one of the five Simply Blue health insurance options are required to meet the following requirements:

- **Every enrolled employee (& spouse) are required to complete a Health & Wellness online assessment annually through the Blue Cross Blue Shield of Michigan website between January 1st and December 31st. Blue Cross Blue Shield of Michigan will provide Lenawee County with a record of employee (& spouse) who have completed the assessment.**
- **Every enrolled employee (& spouse) are required to have a health maintenance exam (wellness exam) annually between January 1st and December 31st. The employee (& spouse) are required to submit a physician signed Lenawee County Wellness Visit Conformation Form. A separate form is required for employee & spouse.**

The County contribution for health insurance will be reduced by 20% for employees,

including spouses if applicable, who have not fulfilled the annual exam and online assessment requirement in the prior year.

Vision Insurance

Effective January 1, 2018 Lenawee County shall offer vision coverage to all regular full-time employees and eligible dependents covered by this Agreement. The coverage is optional. Employee must elect coverage during regular annual open enrollment. Monthly premium cost will be shared 50/50 between employee and employer. Rates subject to change with Blue Cross Blue Shield of Michigan contract renewal.

Section 15.1 Term Life Insurance. During the term of this Agreement, the Employer agrees to maintain for eligible full time employees a term Life Insurance and Accidental Death and Dismemberment Insurance in the amount of 1 times annual base salary rounded up to the next highest thousand, not to exceed \$50,000, for each insurable employee.

Section 15.2 Sickness and Accident Insurance.

- (a) The Employer shall provide and pay the cost for a sickness and accident insurance program covering eligible employees occupying a classification covered by this Agreement. This insurance program shall provide both weekly indemnity payments and long-term disability benefits.
- (b) Weekly Indemnity Payments. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive **75 percent (75%) of their gross basic weekly earnings up to a maximum of \$828 effective January 1, 2018. 70 percent (70%) of their gross basic weekly earnings to be paid from the Employer's insurance carrier and any remainder to be paid by the Employer, not to exceed 5 percent (5%) for a total of 75 percent (75%) up to a maximum weekly benefit of \$828.** This benefit shall be payable from the first (1st) day of disability due to an accidental bodily injury or hospitalization, or from the eighth (8th) day of disability due to sickness. The maximum duration for sickness and accident benefits shall be 26 weeks, or the length of the employee's seniority, whichever is less, for illness or accident.
- (c) Long-Term Disability Benefits. To be eligible for long-term disability benefits, an employee must first have been totally disabled for a period of 26 weeks due to illness or accidental bodily injury. **Effective January 1, 2018 employees who qualify for long term disability benefits shall receive 70 percent (75%) of their gross basic regular earnings up to a maximum monthly benefit of \$3,588. 70 percent (70%) to be paid from the Employer's insurance carrier and any remainder to be paid by the Employer, not to exceed 5 percent (5%) for a total of 75 percent (75%) up to a maximum monthly benefit of \$3,588.** The maximum duration for long term sickness and accident insurance shall be the lesser of: five (5) years; the length of the employee's seniority; or until the employee has established eligibility for permanent and total disability benefits under the County's retirement plan, social security, or workers

compensation, whichever event is the earliest.

Section 15.3 Dental Insurance Coverage. The Employer will pay the required dental insurance premiums for each eligible full time employee occupying a job classification covered by this Agreement. Both Class I and Class II Delta Dental benefits will be made available by such insurance, provided, however, such benefits will be on a 50 percent (50%) co-pay basis with a maximum dental benefit of **\$1,000** in any one (1) calendar year.

Section 15.4 Comprehensive Liability Insurance. The Employer shall pay the cost for comprehensive liability insurance covering individuals within the bargaining unit set forth in Section 1.0, provided such insurance remains available to the Employer during the term of this Agreement.

Section 15.5 Continuation of Insurance Benefits. Unless otherwise required by law, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire or are otherwise terminated beyond the month in which such termination, layoff, leave of absence, or retirement commenced or occurred. Subject to any limitations imposed by the insurance carrier involved, seniority employees covered by this Agreement may continue to participate in the various insurance programs set forth in this Agreement while on layoff or leave of absence status by submitting, in advance, the full amount of the required monthly payments to the Employer each month. Employees desiring to avail themselves this option should contact the County Administrator's Office for details regarding the amount of premiums due and the payment dates involved.

Section 15.6 Workers' Compensation. All employees covered by this Agreement shall be covered by applicable Workers' Compensation Laws. Insurance benefits for employees covered under this Agreement, who are on a recognized Worker's Compensation leave, shall continue for up to one (1) year beyond the month in which the leave begins.

Section 15.7 Provisions of Insurance and Retirement Plans. No matter respecting the provisions of any Insurance Plan or Retirement Plan shall be subject to the Grievance Procedure established in this Agreement. This provision shall not operate to deprive an employee of any rights he may have under any insurance plan or retirement plan.

Section 15.8 Selection of Insurance Carriers. The Employer reserves the right to select or change any or all of the insurance carriers providing the benefits stated in Section 15.0 through Section 15.4 and Section 15.6 or to be a self-insurer with respect to any and all such benefits, provided the level of such benefits remains substantially the same and equivalent. The Employer agrees, whenever possible, to give the Union 30 days advance notification of a change in the insurance carriers providing the benefits set forth in this Agreement. A copy of the new insurance contract shall be given to the Chief Steward as soon as it is available.

WAGES

Section 16.0 Hourly Rates and Classifications. The job classifications and rate ranges applicable thereto are set forth in Appendix A attached hereto and by this reference made part hereof. 100% direct deposit of payroll when administratively possible with remote access for employees.

Section 16.1 Straight Time Rate of Pay. The phrases “straight time rate of pay”; “regular rate of pay”; “regular straight time rate of pay”; “straight time regular rate of pay, exclusive of all premiums”; “straight time regular rate of pay”; “regular straight time hour rate”; or “straight time regular hourly rate” or similar phrases whenever used in this Agreement shall mean the hourly rates set forth in Appendix A.

UNIFORMS, SAFETY AND EQUIPMENT

Section 17.0 Operational Procedures. The Employer, the Union, and all employees covered by this Agreement recognize that the Employer’s primary duty and responsibility is to provide law enforcement assistance to the citizens of Lenawee County. Bearing this in mind, the Employer shall always consider the personal safety of the employees in establishing operational procedures.

Section 17.1 Safety Protests. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to take out any vehicle which has already been written up as not being in safe operating condition or not equipped with the safety appliances prescribed by law before such vehicle is checked and released by the Sheriff or other command officer or garage.

Section 17.2 On-Duty Injuries. Any employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for the whole shift.

Section 17.3 Accidents and Equipment Defects. Any employee involved in any accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. It is also the duty of the employee to immediately, or at the end of his shift, report all defects of equipment. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 17.4 Equipment Losses. Employees shall not be charged for loss or damage to the Employer’s property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless such loss or damage is due to the employee’s negligence.

Section 17.5 Safety Committee. The Bargaining Committee shall also function as the Union’s representatives on the Safety Committee. In addition to the Union’s representatives, the Safety

Committee shall have two (2) Employer representatives appointed by the Sheriff. The Safety Committee shall meet annually for the purpose of discussing safety rules and regulations, with the understanding that the Sheriff has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 17.6 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 as may be established by the Sheriff from time-to-time. An annual list of the type of equipment furnished to employees in the Deputy and Detective classifications shall be furnished to the Union by the Employer. Detectives required to wear civilian clothing will be given an allowance of \$550 as soon as practical following January 1 of each year to purchase such civilian clothing. Detectives who quit, retire, are discharged, or otherwise have their employment relationship with the Employer severed on or before December 31 of any year shall be required to repay the Employer a prorated portion of the civilian clothing purchase allowance previously paid to them. The Employer shall assume the cost of the necessary cleaning of such uniforms and the civilian clothing worn by Detectives in the performance of their duties under such rules as the Sheriff may prescribe.

Coats, authorized by the Sheriff or his designee, will be provided for Correction Officers.

An employee can be reimbursed up to \$150 per contractual year for the purchase of authorized uniform accessories to include footwear. An expense voucher approved by the Sheriff or his designee and a detailed receipt is required for reimbursement.

SPECIAL CONFERENCES

Section 18.0 Special Conferences. Special conferences for important matters of mutual concern not normally subject to the Grievance and Arbitration Procedures under this Agreement may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. Not more than two (2) representatives of the Employer and two (2) representatives of the Union shall attend such conferences. Non-employee representatives may be present if required by either party. If possible, such conferences shall be scheduled within ten (10) working days following a written request for a conference. The Employer agrees to pay for all reasonable time lost by one (1) employee Union representative during his regular working hours while attending such conferences. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise alter or change the terms of this Agreement.

MISCELLANEOUS

Section 19.0 Address Changes. An employee shall notify the Sheriff in writing of any change in name or address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 19.1 Bonds. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premium shall be paid by the County.

Section 19.2 Bulletin Board. The Employer will provide bulletin board space which may be used by the Union solely for the purpose of posting notices relating to the affairs of the Union and its members. The Employer reserves the right to police the bulletin board for offensive material.

Section 19.3 Copies of Agreement. The Employer will provide all employees with a copy of this Agreement.

Section 19.4 Information. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance at reasonable times with the employee's consent and with an Employer representative present.

Section 19.5 Method of Pay. All employees covered by this Agreement shall be paid on an hourly basis for the number of hours they actually work during the bi-weekly or weekly pay period or the number of paid leave hours they have accrued under this Agreement, up to the maximum accrual rate for the pay period involved.

Section 19.6 Pay Periods. The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings, hours, overtime, and all deductions made for any purpose.

Section 19.7 Payroll Deductions. Deductions shall be made at the employee's direction for direct payroll deposit, Government Bonds, and authorized deferred compensation programs, subject to such rules and regulations regarding such deductions as may be established by the Employer.

Section 19.8 Retroactivity. Other than Section 16.0, no provision of this Agreement shall be retroactive to a date earlier than July 1, 2005. Retroactive payment of any monetary amount under this Agreement shall be limited to those individuals who remained employed by the Employer on July 1, 2005.

Section 19.9 Separability. If any provision of this Agreement is in conflict with any existing or "future State or Federal law", such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect.

In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 19.10 Subcontracting. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other person or nonunit employees if it would cause a layoff of any of the present employees in the bargaining unit at the date of this Agreement. The prohibitions contained in this Section shall not apply if the determination to engage in subcontracting was due to the allocation or reallocation, including for reasons of economy, of the level of funding made available to the Office of the Sheriff of Lenawee County by the Board of Commissioners, the unavailability of trained employees, machines, or equipment within the bargaining unit to perform the required work, or the need to improve the efficiency of the operations subcontracted.

Section 19.11 Tuition Reimbursement

- (a) The Employer will reimburse regular full time employees attending study courses on their own time as detailed under subsection (b) provided:
- 1 The desired study course has been approved by the Sheriff and the County Administrator's Office as a course designed to assist the employee in developing skills required in the pursuit of his employment with the Office of the Sheriff of Lenawee County;
 - 2 The appropriate Committee of the County Board of Commissioners approves the request for reimbursement prior to commencing the course;
 - 3 The employee will not receive reimbursement for time and expense from another source.
- (b) Reimbursement Provisions:
- 1 Employees may be reimbursed for up to 50 percent (50%) of the cost of tuition on successful completion of an approved study course.
 - 2 Employees who wish to retain the textbooks purchased for the study course may be reimbursed up to 50 percent (50%) of the cost upon successful completion of an approved study provided the textbooks were not available from the County Library;
 - 3 Employees may be reimbursed for up to 100 percent (100%) of the cost of required textbooks on successful completion of the study courses provided the text books are requested by the County Library. Such County Library textbooks will be made available to employees for home study when not in use by an employee enrolled in a study course;
 - 4 Reimbursement for purchases of textbooks available from the County Library will not be made;

- 5 Employees shall be reimbursed for 100 percent (100%) of their cost in attending study courses or training sessions mandated by the Employer without recourse to the provisions contained in subsection (c) below.
- (c) Employees who apply for and who receive reimbursement for training and/or educational expenses shall receive same in the form of a loan to be excused by the Employer as follows:
1. The obligation to repay the loan shall be excused at the rate of 20 percent (20%) per year for each year of employment with the Employer by the employee following the date of reimbursement;
 2. If the employee terminates his employment before working five (5) years from the date of the loan, the outstanding amount will become immediately due and payable. The Employer is expressly authorized by this Agreement to deduct such sums from any outstanding wages due to the employee involved.
- (d) At the discretion of the Sheriff and the appropriate County Committee or the Board of Commissioners, the employee may be paid for time lost during regular business hours.

SCOPE OF AGREEMENT

Section 20.0 Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, individual or collective in nature, 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 not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

TERMINATION

Section 21.0 Duration. This Agreement shall continue in full force and effect from **January 1, 2018**, to and including **December 31, 2020**, and for successive yearly periods thereafter until notice is given in writing by either the Union or the Employer to the other at least 60 days prior to **December 31, 2020**, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. This Agreement shall remain in full force and effect during the period of negotiations until terminated as provided hereinafter.

If notice of its intention to modify or amend has been given at least 60 days prior to **December 31, 2020**, or any anniversary date thereafter in accordance with the above provisions, by either party, this Agreement may be terminated by either party on 15 days written notice of termination given to the other party on or after **January 1, 2021** following said notice to modify or amend.

The county will sponsor an AFLAC program, at no cost to the county, through payroll deduction.

THE OFFICE OF THE SHERIFF OF
LENAWEE COUNTY

Sheriff Jack Webb 6/17/18

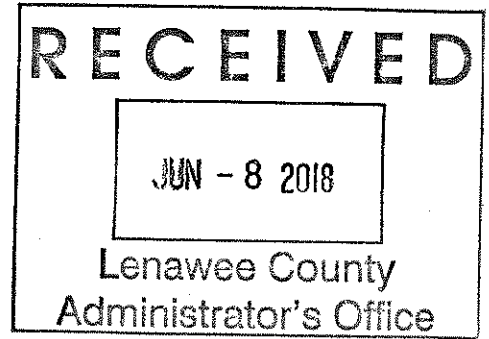
THE LENAWEЕ COUNTY BOARD OF
COMMISSIONERS

POLICE OFFICERS
ASSOCIATION OF MICHIGAN

[Signature]

LOCAL UNION REPRESENTATIVE

Jay Wood
[Signature]
Bohman



APPENDIX "A"
POAM NON-SUPERVISORY

2.00% EFFECTIVE January 1, 2018		Start	6 Month	One Year	Two Year	Three Year	Four Year
GRADE	POSITION NO/TITLE	1	2	3	4	5	6
POAMNS01	51010 SHERIFF'S CLERK II	\$12,7805 \$26,583.44	\$13,0857 \$27,218.26	\$13,3953 \$27,862.22	\$13,9078 \$28,928.22	\$15,5754 \$32,396.83	
POAMNS02	51040 INTAKE OFFICER	\$13,9150 \$28,943.20	\$14,2462 \$29,632.10	\$14,5756 \$30,317.25	\$15,2736 \$31,769.09	\$16,4527 \$34,221.62	
POAMNS03	51020 DISPATCHER	\$16,2513 \$33,802.70	\$16,8787 \$35,107.70	\$17,5062 \$36,412.90	\$18,8581 \$39,224.85	\$20,8104 \$43,285.63	
POAMNS04	51080 ANIMAL CONTROL OFFICER	\$16,9134 \$35,179.87	\$17,2934 \$35,970.27	\$17,6826 \$36,779.81	\$18,7915 \$39,086.32	\$19,4549 \$40,466.19	\$20,1129 \$41,834.83
POAMNS05	51050 CORRECTIONAL OFFICER	\$18,7535 \$39,007.28		\$20,0460 \$41,695.68	\$21,1767 \$44,047.54	\$22,1433 \$46,058.06	\$23,9269 \$49,767.95
POAMNS06	51060 DEPUTY	\$20,8294 \$43,325.15		\$21,9465 \$45,648.72	\$23,0127 \$47,866.42	\$23,9071 \$49,726.77	\$25,6476 \$53,347.01
POAMNS07	51015 DISPATCH SHIFT LEADER						\$22,3951 \$46,581.81
POAMNS08	51030 ROAD PATROL CORPORAL	\$22,8594 \$47,547.55	\$23,3963 \$48,664.30	\$23,9416 \$49,798.53	\$25,0669 \$52,139.15	\$26,8372 \$55,821.38	
POAMNS09	51070 DETECTIVE	\$24,5107 \$50,982.26	\$25,1067 \$52,221.94	\$28,1427 \$58,536.82			

2.00% EFFECTIVE January 1, 2019		Start	6 Month	One Year	Two Year	Three Year	Four Year
GRADE	POSITION NO/TITLE	1	2	3	4	5	6
POAMNS01	51010 SHERIFF'S CLERK II	\$13,0361 \$27,115.09	\$13,3474 \$27,762.59	\$13,6632 \$28,419.46	\$14,1860 \$29,506.88	\$15,8869 \$33,044.75	
POAMNS02	51040 INTAKE OFFICER	\$14,1933 \$29,522.06	\$14,5311 \$30,224.69	\$14,8671 \$30,923.57	\$15,5791 \$32,404.53	\$16,7818 \$34,906.14	
POAMNS03	51020 DISPATCHER	\$16,5763 \$34,478.70	\$17,2163 \$35,809.90	\$17,8563 \$37,141.10	\$19,2353 \$40,009.42	\$21,2266 \$44,151.33	
POAMNS04	51080 ANIMAL CONTROL OFFICER	\$17,2517 \$35,883.54	\$17,6393 \$36,689.74	\$18,0363 \$37,515.50	\$19,1673 \$39,867.98	\$19,8440 \$41,275.52	\$20,5152 \$42,671.62
POAMNS05	51050 CORRECTIONAL OFFICER	\$19,1286 \$39,787.49		\$20,4469 \$42,529.55	\$21,6002 \$44,928.42	\$22,5862 \$46,979.30	\$24,4054 \$50,763.23
POAMNS06	51060 DEPUTY	\$21,2460 \$44,191.68		\$22,3854 \$46,561.63	\$23,4730 \$48,823.84	\$24,3852 \$50,721.22	\$26,1606 \$54,414.05
POAMNS07	51015 DISPATCH SHIFT LEADER						\$22,8430 \$47,513.44
POAMNS08	51030 ROAD PATROL CORPORAL	\$23,3166 \$48,498.53	\$23,8642 \$49,637.54	\$24,4204 \$50,794.43	\$25,5682 \$53,181.86	\$27,3739 \$56,937.71	
POAMNS09	51070 DETECTIVE	\$25,0009 \$52,001.87	\$25,6088 \$53,266.30	\$28,7056 \$59,707.65			

3.00% EFFECTIVE January 1, 2020		Start	6 Month	One Year	Two Year	Three Year	Four Year
GRADE	POSITION NO/TITLE	1	2	3	4	5	6
POAMNS01	51010 SHERIFF'S CLERK II	\$13,4272 \$27,928.58	\$13,7478 \$28,595.42	\$14,0731 \$29,272.05	\$14,6116 \$30,392.13	\$16,3635 \$34,036.08	
POAMNS02	51040 INTAKE OFFICER	\$14,6191 \$30,407.73	\$14,9670 \$31,131.36	\$15,3131 \$31,851.25	\$16,0465 \$33,376.72	\$17,2853 \$35,953.42	
POAMNS03	51020 DISPATCHER	\$17,0736 \$35,513.09	\$17,7328 \$36,884.22	\$18,3920 \$38,255.36	\$19,8124 \$41,209.79	\$21,8634 \$45,475.87	
POAMNS04	51080 ANIMAL CONTROL OFFICER	\$17,7693 \$36,960.14	\$18,1685 \$37,790.48	\$18,5774 \$38,640.99	\$19,7423 \$41,063.98	\$20,4393 \$42,513.74	\$21,1307 \$43,951.86
POAMNS05	51050 CORRECTIONAL OFFICER	\$19,7025 \$40,981.20		\$21,0603 \$43,805.42	\$22,2482 \$46,276.26	\$23,2638 \$48,388.70	\$25,1376 \$52,286.21
POAMNS06	51060 DEPUTY	\$21,8834 \$45,517.47		\$23,0570 \$47,958.56	\$24,1772 \$50,288.58	\$25,1168 \$52,242.94	\$26,9454 \$56,046.43
POAMNS07	51015 DISPATCH SHIFT LEADER						\$23,5283 \$48,938.86
POAMNS08	51030 ROAD PATROL CORPORAL	\$24,0161 \$49,953.49	\$24,5801 \$51,126.61	\$25,1530 \$52,318.24	\$26,3352 \$54,777.22	\$28,1951 \$58,645.81	
POAMNS09	51070 DETECTIVE	\$25,7509 \$53,561.87	\$26,3771 \$54,864.37	\$29,5668 \$61,498.94			