

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 LABOR COUNCIL  
(Supervisory Unit)

Effective: **January 1, 2021 - December 31, 2023**

## Table of Contents

PURPOSE AND INTENT .....	1
AGREEMENT .....	2
RECOGNITION .....	2
Collective Bargaining Unit .....	2
Extra Contract Agreements.....	2
Supervisors’ Responsibilities.....	2
REPRESENTATION.....	3
Steward .....	3
Visitation.....	3
Identification of Union Representatives .....	3
UNION SECURITY .....	4
Union Membership .....	4
Agency Shop.....	4
Payroll Deduction for Union Dues .....	4
MANAGEMENT RESPONSIBILITY.....	6
Employers’ Rights .....	6
GRIEVANCE AND ARBITRATION PROCEDURES.....	6
Purpose of Procedure.....	6
Grievance Procedure.....	7
Step 1.....	7
Step 2.....	7
Step 3.....	7
Time Limitation .....	8
Selection of Arbitrator .....	8
Arbitrator’s Powers.....	8
DISCIPLINE.....	9
Just Cause .....	9
NO STRIKE - NO LOCKOUT.....	9
No Strike Pledge .....	9
No Lockout .....	10
Penalty .....	10
SENIORITY .....	10
Seniority Definition .....	10
Probationary Period .....	10
Seniority List .....	10
Super-Seniority .....	10
Promotions Into Bargaining Unit.....	11
Loss of Seniority.....	11
Temporary Assignment .....	12
Seniority and Benefit Accumulation .....	12

LAYOFF AND RECALL.....	12
Layoffs.....	12
Recall.....	12
Notification of Layoff.....	13
PROMOTIONAL PROCEDURE.....	13
Procedure.....	13
Promotions Within Bargaining Unit.....	13
Sharing of Training Costs.....	13
LEAVES OF ABSENCE.....	14
Procedure for Requesting Leaves.....	14
Purpose of Leaves.....	14
Early Returns from Leave.....	14
Bereavement Leave.....	14
Extended Sick Leave.....	15
Medical Certificates and Examinations.....	15
Jury Duty.....	16
Military Leave.....	16
Paid Leave Policy.....	16
Paid Leave Administration.....	17
Bank for Previous Sick Days.....	18
Personal Leave.....	20
Union Leave.....	20
Pandemic Response Language.....	20
HOURS OF WORK AND OVERTIME.....	21
Workday - Work Schedule Cycle.....	21
Premium Pay.....	21
Incidental Overtime.....	21
Compensatory Time Off.....	21
Work Schedule.....	22
Pyramiding of Overtime.....	22
Call-In Pay.....	23
Training.....	23
HOLIDAYS.....	23
Holidays.....	23
Holiday Eligibility.....	24
Holiday Celebration.....	24
Worked Holidays.....	24
Overtime Due to Holidays.....	24
RETIREMENT.....	24
Retirement Plan.....	24
INSURANCE.....	26
Hospitalization Insurance.....	26
Wellness Program.....	27

Term Life Insurance .....	27
Comprehensive Liability Insurance .....	28
Workers' Compensation .....	28
Dental Insurance Coverage .....	28
Sickness and Accident Insurance .....	28
Vision Insurance .....	29
Continuation of Insurance Benefits .....	29
Provisions of Insurance and Retirement Plans .....	29
Selection of Insurance Carriers .....	30
Worker's Compensation .....	30
WAGES .....	30
Hourly Rates and Classifications .....	30
UNIFORMS, SAFETY AND EQUIPMENT .....	30
Procedure .....	30
Pay for Injury .....	30
On-Duty Accidents .....	31
Equipment Losses .....	31
Uniforms and Equipment .....	31
MISCELLANEOUS .....	31
Address Changes .....	31
Bonds .....	32
Information .....	32
Lockers .....	32
Method of Pay .....	32
Itemized Deductions .....	32
Payroll Deductions .....	32
Retroactivity .....	32
Separability .....	32
Tuition Reimbursement .....	33
SCOPE OF AGREEMENT .....	34
Waiver .....	34
TERMINATION .....	34
Duration .....	34

## **PURPOSE AND INTENT**

The Lenawee County Board of Commissioners, the Sheriff of Lenawee County, and the Police Officers Labor Council (Supervisory Unit) 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 1<sup>st</sup> day of **January, 2021**, by and between the OFFICE OF THE SHERIFF OF LENAWEЕ COUNTY and the LENAWEЕ COUNTY BOARD OF COMMISSIONERS, together hereinafter referred to as the “Employer”, and the POLICE OFFICERS LABOR COUNCIL (Supervisory Unit), hereinafter referred to as the “Union”.

## **RECOGNITION**

### **Collective Bargaining Unit**

**Section 1.0** The Employer hereby recognizes the Union 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 for all employees employed in the following collective bargaining unit:

All full time Sergeants, Lieutenants, and Captains of the Office of the Sheriff of Lenawee County, BUT EXCLUDING the Sheriff; the Undersheriff; Cooks; Account Clerks; confidential, part-time, temporary, and seasonal employees; and all other employees of the Employer.

### **Extra Contract Agreements**

**Section 1.1** 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.

### **Supervisors’ Responsibilities**

**Section 1.2** The Union recognizes and agrees that the employees covered by this Agreement are supervisors. As such, they possess managerial responsibilities both with respect to other individuals within the bargaining unit set forth in Section 1.0 and with respect to other employees of the Office of the Sheriff of Lenawee County. Accordingly, the parties agree that these supervisory responsibilities shall, at all times, be carried out without regard to the fact that any of the employees of the Employer may be represented by the same labor organization. It is expressly understood and agreed by the parties that supervisors will not represent employees from other bargaining units in the presentation or investigation of grievances or in collective bargaining negotiations with the Employer.

## **REPRESENTATION**

### **Steward**

#### **Section 2.0**

- (a) The Employer recognizes the right of the Union to elect one (1) nonprobationary Steward and one (1) nonprobationary alternate Steward from the Employer's seniority list. The Steward shall serve as a representative of the Union for purposes of contract administration and the transmission and receipt of information between the Employer and the Union and in the investigation and presentation of grievances under the Grievance Procedure established in this Agreement. The Union agrees that the Steward will continue to fulfill their regularly assigned duties and that their responsibilities as a Steward shall not be used to avoid those duties. The Steward shall act in a manner that will not disrupt nor interfere with the normal functions of the Employer. If it is necessary for the Steward to temporarily leave their assignment to process a grievance, they shall first obtain permission from their immediate supervisor. If the Steward is on road patrol, the Steward shall schedule their duties as a Steward so that it will not require them to return to the Employer's facilities for the sole purpose of those representative duties, except in instances of discharge or disciplinary suspensions, provided, however, in no case shall his return to the Employer's facilities be permitted during an emergency or a critical situation.
  
- (b) The alternate Steward shall act only in the absence of the Steward.
  
- (c) The Employer agrees to compensate the Steward or the alternate at their straight time regular hourly rate for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If the Steward or the alternate abuses the privileges extended herein, the Employer will inform the Steward of the alternate involved of that fact and, if the abuse is not corrected, the privileges will be withdrawn.

### **Visitation**

**Section 2.1** Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward or the alternate and/or representatives of the Employer concerning matters covered by this Agreement, provided 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.

### **Identification of Union Representatives**

**Section 2.2** The Union will furnish the Employer in writing with the names of its Steward, alternate Steward, and all officials of the Union responsible for administering this Agreement and whatever changes that may occur from time-to-time in such personnel so that the Employer will at all times be advised as the authority of the individual representatives of the Union with

whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

## **UNION SECURITY**

### **Union Membership**

**Section 3.0** Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join or not join 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.

### **Agency Shop**

**Section 3.1** 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 or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the dues uniformly required of all Union members, or the employee shall sign a service fee checkoff authorization and pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members if the employee does not desire to become a member of the Union.

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 and pay nothing to the Union.

### **Payroll Deduction for Union Dues**

#### **Section 3.2**

- (a) During the life of this Agreement, the Employer agrees to deduct Union membership dues or a service fee equivalent to the periodic dues 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 checkoff 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 checkoff authorization form.
- (b) Individual authorization forms shall be furnished 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 checkoff authorization form, together with the provisions of this Section.
- (d) A properly executed copy of the written checkoff authorization form for each employee for whom Union membership dues 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 checkoff 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 and/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 and the service fee equivalent to periodic monthly 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 checkoff authorization form, no further deductions will be made until the matter is resolved.
- (i) The Employer shall not be responsible for dues or the service fee equivalent to periodic monthly dues while an employee is on leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.
- (j) The Employer shall not be liable to the Union, its members, or the employees it represents 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 Postal Service.
- (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.

- (l) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suites, or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Section or by reason of action taken by the Employer pursuant to Section 3.1.
  
- (m) Commencing with the first pay in 2017 there will be a payroll deduction for the collection of local dues at a rate of \$5.00 per member per pay period. This amount will be adjusted on an annual basis by vote of the bargaining unit with a notification to the Human Resources Coordinator by December 15<sup>th</sup> each year. Payroll deductions for local dues will be directly deposited into an account established

## **MANAGEMENT RESPONSIBILITY**

### **Employers' Rights**

**Section 4.0** 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 Lenawee County; and also to suspend, investigate, demote, discharge for just cause, 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**

### **Purpose of Procedure**

**Section 5.0** 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

POLC ~ January 1, 2021 through December 31, 2023

them concerning the interpretation of application of this Agreement, without any interruption or disturbances of any sort whatsoever in the normal operations of the Employer. A grievance shall be deemed to exist whenever there develops a disagreement between the Employer and one or more of the employees represented by the Union as to the interpretation or application of the provisions of this Agreement. An earnest effort shall be made to settle the grievances promptly in accordance with the following procedures, and these procedures shall not bar discussion of disagreements between the Sheriff and employees of the bargaining unit prior to these procedures.

## **Grievance Procedure**

### **Section 5.1**

#### **Step 1**

An employee who believes that they have a grievance shall discuss the matter with their immediate supervisor within five (5) days following the events that caused the grievance. If requested by the employee, the Steward may be present.

#### **Step 2**

If the grievance is not settled at Step 1, it may be appealed by reducing the grievance to writing on the appropriate form and delivering the same to the Sheriff or the designee within five (5) days after the discussion with the immediate supervisor in Step 1. A meeting shall be held within ten (10) days thereafter. The meeting shall be attended by the Steward who wrote the grievance, the staff representative of the Union, together with the Employer's representatives. The grievant may be allowed to attend the meeting if requested by either party. Any employee who may come within the provisions of a legislative enactment entitling them to a preference in employment or which establishes a procedure whereby they may challenge the Employer's determinations regarding their employment status must elect, in writing, at this Step either the Grievance Procedure or the statutory remedy as the single means of contesting the Employer's employment determination. If such an employee fails to make an election, the grievance shall be considered withdrawn by the Union and shall not, thereafter, be the subject of any arbitration proceeding. The Sheriff shall give the written answer to the Steward within seven (7) days following the meeting.

#### **Step 3**

If the grievance is not satisfactorily resolved at Step 2, the Union may appeal the Sheriff's decision to arbitration by notifying the Sheriff in writing of its intent to arbitrate within ten (10) days following receipt of the Sheriff's answer in Step 2. If the Sheriff fails to answer a grievance within the time limits set forth in Step 2, the Union, if it desires to seek arbitration, must notify the Sheriff in writing no later than 20 days following the date the Sheriff's Step 2 answer was due. The Union shall request a panel of arbitrators pursuant to Section 5.3 no later than 15 days

following its notification to the Sheriff that it intends to arbitrate the matter. If arbitration is not sought within the time limits set forth in this Section, the matter shall be considered withdrawn by the Union.

### **Time Limitation**

**Section 5.2** Time limits established in the Grievance Procedure shall be followed by the parties. 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, arbitration shall not occur unless the Union submits written notice of its desire to arbitrate and timely requests a panel of arbitrators. The time limits established herein may be extended by mutual agreement in writing. In **computing days** under the Grievance and Arbitration Procedures, Saturdays, Sundays and recognized holidays shall be excluded.

### **Selection of Arbitrator**

**Section 5.3** If a timely request for arbitration is filed by the Union on a grievance, the parties shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If no 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 expenses 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, representatives, and legal counsel.

### **Arbitrator's Powers**

#### **Section 5.4**

- (a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator 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 ( c) that it intends to seek arbitration of a grievance or no later than six (6) months following the date when the arbitration award was issued, whichever is applicable.

## **DISCIPLINE**

### **Just Cause**

**Section 6.0** The Sheriff shall not discharge or discipline a nonprobationary employee without just cause. Should a nonprobationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a written grievance shall, within five (5) working days after the notice of the discharge or disciplinary action is given to the affected employee, be filed at Step 2 of the Grievance Procedure. All grievances relating to the discharge or disciplinary suspension of a nonprobationary employee must be filed within the time limits contained in this Section. Any such grievance which is not presented within these time limits shall be considered abandoned and no appeal shall be allowed. All other disciplinary grievances shall follow the normal Grievance Procedure.

## **NO STRIKE - NO LOCKOUT**

### **No Strike Pledge**

**Section 7.0** 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 employees it represents shall, for any reasons 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 establish at

the Employer's buildings or premises or elsewhere.

### **No Lockout**

**Section 7.1** The Employer will not lockout any employees covered by this Agreement during the life of this Agreement.

### **Penalty**

**Section 7.2** The Union acknowledges that discharge is an appropriate penalty for any employee who violates Section 7.0 subject to the Grievance Procedure. 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**

### **Seniority Definition**

**Section 8.0** 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. An employee's "last date of hire" shall be the most recent date upon which he first commenced work. Seniority shall be used as a preference only as specified in this Agreement.

### **Probationary Period**

**Section 8.1** All new employees shall be probationary employees until they have accumulated 12 consecutive months of service with the Office of the Sheriff of Lenawee County, and during such probationary period may be transferred, laid off, discharged, or disciplined without regard to the provisions of this Agreement and there shall be no recourse to the Grievance Procedure. Upon successful completion of his probationary period, the employee's name shall be placed on the seniority list as of his last date of hire. Employees covered by this Agreement shall be notified, in writing, by the Employer when they have completed their probationary period.

### **Seniority List**

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

### **Super-Seniority**

**Section 8.3** For the period during which he holds such office, the Steward shall be granted

POLC ~ January 1, 2021 through December 31, 2023

super-seniority for purposes of layoffs and recall only, providing they have the ability and the qualifications to perform the remaining required work.

### **Promotions Into Bargaining Unit**

**Section 8.4** Commencing the first pay period following promotion into the bargaining unit covered by this Agreement, an individual promoted from another position within the Office of the Sheriff of Lenawee County shall be paid at the first Step in the pay range for the new classification. All such employees shall be given a demonstration period of six (6) months immediately following promotion. During such demonstration period, the Sheriff may demote the employee to their former classification or the employee may, on their own volition, request in writing to be relieved of their new classification and to be returned to their former classification.

### **Loss of Seniority**

**Section 8.5** An employee shall lose their seniority and the employment relationship shall end for any of the following reasons:

- (a) If they quit;
- (b) If they retire or is retired;
- (c) If they are discharged and not reinstated;
- (d) If they fail to report for work at the start of their shift on the third consecutive day of absence, unless otherwise excused by the Employer;
- (e) If they fail to return to work within six (6) working days after receipt of a certified mail notice of recall from a layoff, unless otherwise excused;
- (f) If they fail to return to work at the expiration of a leave of absence, unless otherwise excused;
- (g) If they fail to return to work at the specified time upon expiration of a vacation or disciplinary suspension, unless otherwise excused by the Employer;
- (h) It is the intention of subsections (d), (e), (f) and (g) 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 as excusable;
- (i) If they knowingly make a false statement on the application for employment, 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;

(j) If they are laid off for more than 12 months;

(k) If they have been on sick leave of absence status for a period of time equal to their seniority at the time the sick leave commenced or 24 months, whichever is less.

### **Temporary Assignment**

**Section 8.6** The Employer may temporarily assign an employee to perform other than his regular duties. If the employee is performing duties which are normally performed by a member of the Office of the Sheriff of Lenawee County at a higher starting rate of pay than the employee's current rate of pay, the employee shall receive such higher wage rate for as long as they performs such other work, or their current rate of pay, whichever is higher, provided the employee performs such other work for at least one (1) full uninterrupted shift.

### **Seniority and Benefit Accumulation**

**Section 8.7** An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the Leaves of Absence Section of this Agreement. Benefits such as insurance, vacation, and paid leave shall not accrue, continue, or be paid during any layoff or leave of absence in excess of 30 calendar days unless otherwise specifically provided for in this Agreement.

## **LAYOFF AND RECALL**

### **Layoffs**

**Section 9.0** 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 shall be probationary employees. 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 employees retained have the present qualifications and abilities to efficiently perform the remaining required work. A nonprobationary employee laid off from their classification may exercise their seniority with the Office of the Sheriff of Lenawee County to displace an employee with less seniority in a lower-rated classification within the bargaining unit covered by this Agreement 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 they currently holds.

### **Recall**

**Section 9.1** In the event the work force is increased, recall to work shall be in the reverse order

of the layoff from the classifications affected.

### **Notification of Layoff**

**Section 9.2** 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**

### **Procedure**

**Section 10.0** Seniority may be a consideration in cases of promotion. However, all the factors listed below shall also be considered together with seniority and, when the following factors are relatively equal in the opinion of the Sheriff, seniority shall govern:

- (a) Ability to perform work;
- (b) Physical fitness;
- (c) Prior satisfactory experience in police work.

### **Promotions Within Bargaining Unit**

**Section 10.1** Commencing the first pay period following a promotion within the bargaining unit covered by this Agreement, the promoted employee shall be paid at the first Step in the salary range for the new classification which would entitle them to an increase in pay and shall thereafter advance from Step-to-Step on the pay scale in accordance with their length of service in the new classification. All employees promoted within the bargaining unit shall be on probation for a period of six (6) months immediately following their promotion. During this probationary period, the Sheriff may demote the employee to their former classification or the employee, on their own volition, may request to be relieved of their new classification and to be returned to their former classification. If an employee is so returned to their former classification within the six (6) month probationary period, all secondary transfers and promotions shall be returned to their former classifications.

### **Sharing of Training Costs**

**Section 10.2** Employee repayment of the costs, if any, 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 18.9.

## **LEAVES OF ABSENCE**

### **Procedure for Requesting Leaves**

**Section 11.0** Unless otherwise provided by this Agreement, requests for a leave of absence must be submitted by the employee to their 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 or otherwise provided by this Agreement, the maximum length of a leave of absence shall be for 30 calendar days. 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.

### **Purpose of Leaves**

**Section 11.1** 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 unless specifically provided to the contrary by the provisions of the Leave Section involved. Employees shall be required to first use their “banked” sick leave days, if any, and accrued paid leave before any unpaid leave of absence mandated by law or granted pursuant to this Agreement will be provided. If such paid time off is available, the Employer will provide only enough unpaid leave to total the leave mandated by law or granted pursuant to this Agreement.

### **Early Returns from Leave**

**Section 11.2** 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 their desire to return to work prior to the expiration of their leave. If such notice is given, the employee will be assigned to their position no later than one (1) week following receipt by the Employer of such notice, seniority permitting.

### **Bereavement Leave**

**Section 11.3** When a death occurs in a seniority employee’s immediate family, the employee, upon request, will be excused for three (3) normally scheduled working days **to be taken at a**

**time to accommodate for personal grieving, arrangement and/or attending of funeral of memorial services, and fulfilling other family obligations associated with said death.**

“Immediate family” shall be defined as the employee’s spouse, parent, stepparent, parent or step parent 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 **following the 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 of wages they would have earned by working their straight time hours on such scheduled days of work for which they are excused, provided they attend the funeral. Payment shall be made at the employee’s rate of pay, not including premiums, as of their last day of work. 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.

**Extended Sick Leave**

**Section 11.4** 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.

**Medical Certificates and Examinations**

**Section 11.5** 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 raise a question as to the employee’s capability to perform their 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 their 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.

## Jury Duty

**Section 11.6** Nonprobationary employees summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day that an employee serves as a juror when they would otherwise have worked, they shall receive the difference between their straight time regular rate of pay, exclusive of all premiums, for eight (8) hours and the amount they receive from the Court, exclusive of those sums allocated by the Court for mileage, for a maximum for 30 workdays in any one (1) calendar year. In order to receive jury duty pay, an employee must: (1), give advance notice to the Sheriff of the time they are to report for jury duty; (2), give satisfactory evidence that they served as a juror at the summons of the Court on the day they claim such pay; and, (3), return to work promptly if, after having been summoned by the Court, they are excused from service.

## Military Leave

**Section 11.7** The Employer and the Union agree that employees called into military service shall be given all the benefits afforded them by applicable Federal law, provided they satisfy the eligibility requirements set forth in this Agreement.

## Paid Leave Policy

**Section 11.8** 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 work period during which compensation has been paid by the Employer.	168
Five (5) years plus one (1) day to ten (10) years	9.5% times the number of regularly scheduled hours for each two (2) week work period during which compensation has been paid by the Employer.	192

10 years plus (1) day and up	10.5% times the number of regularly scheduled hours for each two (2) week work period during which compensation has been paid by the Employer	216
EFFECTIVE October 11, 2002 10 years plus (1) day and up	10.77% times the number of regularly scheduled hours for each two (2) week work period during which compensation has been paid by the Employer.	224

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 1<sup>st</sup> 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.

**Paid Leave Administration**

**Section 11.9** Paid leave under Section 11.8 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 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, 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

POLC ~ January 1, 2021 through December 31, 2023

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) day's notice.
- (f) All employees 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.
- (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 15.5. 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 11.8. 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.
- (h) Employees at their option may give paid leave to other bargaining unit employees for a bona fide family medical emergency subject to prior approval in writing by the Sheriff.

### **Bank for Previous Sick Days**

**Section 11.10** Subject to the following terms and conditions, employees covered by this Agreement on the date of its execution shall be permitted to retain and utilize the sick leave days which had been accumulated by them as of the date immediately prior to the implementation of the Paid Leave Policy set forth in Section 11.8.

- (a) To implement to the provisions of this Section, the Employer has established a "bank" of previously accumulated sick leave hours for each employee covered by this Agreement as of the date immediately prior to the implementation of the Paid Leave Policy set forth in Section 11.8. The "bank" consists of the total number of accumulated and unused sick leave "days" credited to an employee as of the date immediately prior to the

POLC ~ January 1, 2021 through December 31, 2023

implementation of the Paid Leave Policy set forth in Section 11.8. Each “day” was then multiplied by the number of hours applicable to the employee’s normal workday schedule as of the date immediately prior to the implementation of the Paid Leave Policy set forth in Section 11.8 to determine the total number of accumulated and unused sick leave hour credits which could be retained and utilized by the employee involved.

- (b) When an employee covered by this Agreement takes sick leave because they have sustained an occupational injury or illness compensable under the Workers’ Compensation Law of the State of Michigan, they may supplement any statutory benefits received during such leave by deducting from the “bank” created by this Section an amount sufficient, when added to their statutory benefit, to bring their total benefit up to a maximum of 100 percent (100%) of their normal weekly or biweekly pay. To arrive at the number of hours to be deducted from an employee’s “bank” under this subsection, the amount of money paid by the Employer as a supplemental compensation payment shall be divided by the employee’s straight time hourly rate of pay at the time their leave commenced; this calculation shall be carried out to two (2) decimal points without any subsequent “rounding off” of the resulting figure, either upward or downward.
- (c) During each separate contract year under this Agreement, employees may cause a deduction to be made from their accumulated and unused sick leave hour bank for the purpose of receiving compensation for periods of non-work related illness or injury not covered by the terms of the Sickness and Accident Insurance program set forth in Section 15.5 and for the purpose of supplementing any Sickness and Accident Insurance benefits received pursuant to Section 15.5. A maximum of 48 hours of such deductions will be permitted in any one (1) contract year under this subsection. Further, employees who desire to supplement the benefits they receive from the Sickness and Accident Insurance program established by Section 15.5 will be limited to an amount sufficient, when added to their insurance benefit, to bring their total benefit up to 100 percent (100%) of their normal weekly or biweekly pay. To arrive at the number of hours to be deducted from an employee’s “bank” under this subsection, 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 his sick leave commenced; this calculation shall be carried out to two (2) decimal points without any subsequent “rounding off” of the resulting figure, either upward or downward.
- (d) Employees who, in any contract year, have exhausted the maximum amount of hourly deductions permitted by subsection ( c ) of this Section may continue to draw against their accumulated and unused sick leave “bank” for the same purposes as set forth in subsection ( c ) and subject to the same limitations. However, in arriving at the number of hours to be deducted from an employee’s “bank” in such circumstances, the Employer shall first divide the amount of money paid to the employee by the employee’s straight time hourly rate of pay and shall then multiply that figure by two (2); this calculation shall be carried out to two (2) decimal points without any subsequent “rounding off” of

the resulting figure, either upward or downward.

- (e) Subject to subsection (f) below, employees whose employment status is severed forfeit all accumulated and unpaid sick leave hours remaining in their “bank” at the time of their separation.
- (f) Upon death, retirement, or termination of an employee after ten years of service for other than cause, all accumulated and unused sick leave hours remaining in an employee’s “bank” will be multiplied by the straight time hourly rate the employee was earning as of the date immediately prior to the implementation of the Paid Leave Policy set forth in Section 11.8 and the monetary sum arrived at by such multiplication will be paid to the employee or his estate, whichever is appropriate.
- (g) An employee may not duplicate or pyramid the benefits provided for by this Section by utilizing at the same time the benefits set forth in Section 11.9(g).

### **Personal Leave**

**Section 11.11** An employee desiring a personal leave of absence from their employment shall secure written permission from the Employer.

### **Union Leave**

**Section 11.12** The Employer agrees to grant time off not to exceed three (3) days in any one (1) calendar year, without discrimination or loss of seniority rights and without pay, to not more than one (1) employee at any one 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 needed 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.

### **Pandemic Response Language**

**Section 11.13** During a declared pandemic, employees who are exposed to the declared communicable infection in the workplace, through no fault of the employee, and who are required to test, isolate, and/or quarantine for the protection of co-workers, shall be compensated for their time off without the use of the employee’s paid time off. The employer shall pay any related testing that is not covered by the employee’s health insurance. To the greatest extent possible, employees shall work from home while restricted but not sick.

## **HOURS OF WORK AND OVERTIME**

### **Workday - Work Schedule Cycle**

#### **Section 12.0**

- (a) A workday shall be an eight (8) hour period scheduled as part of the work schedule cycle.
- (b) WORK SCHEDULE CYCLE - A work schedule cycle shall consist of a twenty-eight (28) day period, containing eight (8) scheduled days off, and twenty (20) scheduled work days.
- (c) The current practice of each Saturday and Sunday being normally scheduled as a day off for Administrative personnel shall continue.

### **Premium Pay**

#### **Section 12.1**

- (a) Time and one-half (1 ½) the employee's regular straight time rate of pay shall be paid for all hours worked over one hundred sixty (160) scheduled in any twenty-eight (28) day work cycle.
- (b) Time and one-half (1 ½) the employee's straight time rate shall be paid for all hours worked in excess of eight (8) hours for any scheduled eight (8) hours work period.
- (c) For purposes of premium pay, the definition of work cycle or work period shall not apply where an employee's shift is changed at their request and will not apply where 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 beginning of another.

### **Incidental Overtime**

**Section 12.2** All command officers will be paid each two-week period four (4) hours of their regular pay at time and one and one-half (1 ½) their regular rate of pay for incidental time before and after shift hours. Effective January 1, 2003, all command officers will be paid each two-week period two (2) hours of their regular pay at time and one and one-half (1 ½) their regular rate of pay for incidental time before and after shift hours.

### **Compensatory Time Off**

#### **Section 12.3**

POLC ~ January 1, 2021 through December 31, 2023

- (a) Each employee shall be paid their premium (overtime) each pay period, unless they indicate “Comp. Time Requested” on the overtime (premium pay) card submitted upon which they wish to be considered for compensatory time off. All compensatory time off shall be earned as premium pay under provisions of Section 12.1.

For 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 48 straight time hours of compensatory time off work. Employees who have accrued 48 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 greater.

- (b) The scheduling of compensatory time off work must be worked out in advance between the employee and the 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 unduly 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.
- (c) **Before an employee may submit unpaid leave in a pay period, all accrued Compensatory Time must be exhausted.**
- (d) **An employee may request payment for their accrued compensatory time on an annual basis. The request must be submitted to the Sheriff no later than November 1<sup>st</sup> and the employee may request any or all of the accrued Compensatory Time on record at the time of the request. The requested hours shall be included in the first pay period in December.**

## **Work Schedule**

**Section 12.4** 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.

## **Pyramiding of Overtime**

**Section 12.5** The payment of overtime or premium pay pursuant to this Agreement for any hour shall exclude that hour from consideration for overtime or premium pay on any other basis, thus eliminating any duplication of overtime or premium pay.

### **Call-In Pay**

**Section 12.6** An employee covered by this Agreement who is called in to work during their scheduled time off, but not including periods when an employee is on layoff status, including coming 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.

### **Training**

**Section 12.7** 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.

## **HOLIDAYS**

### **Holidays**

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

January 1	New Year's Day
Third Monday of February	President's Day
	Good Friday (four hours pay)
The last Monday of May	Memorial Day
July 4	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
November 11	Veteran's Day
The fourth Thursday of November	Thanksgiving Day
The fourth Friday of November	Day after Thanksgiving
December 24	Day before Christmas

POLC ~ January 1, 2021 through December 31, 2023

December 25

Christmas Day

December 31

New Year's Eve Day

### **Holiday Eligibility**

**Section 13.1** In order for an employee to be paid for a holiday, they 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 they are absent from work because of such vacation, they shall be paid for such holiday.

### **Holiday Celebration**

**Section 13.2** 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 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.

### **Worked Holidays**

**Section 13.3** In the event an employee covered by this Agreement is required to work on any holiday, they shall be paid at the rate of time and one-half (1 ½ ) their straight time rate of pay, exclusive of all premiums, in addition to their holiday pay if applicable. No employee shall be deemed to have been "required to work" on a holiday within the meaning of this Section if they are absent from work for any reason, including illness, on such holiday.

### **Overtime Due to Holidays**

**Section 13.4** Time paid for under this heading shall not be considered as hours worked in determining overtime compensation.

## **RETIREMENT**

### **Retirement Plan**

#### **Section 14.0**

POLC ~ January 1, 2021 through December 31, 2023

- (a) During the term of this Agreement, the Employer shall continue its present program of retirement benefits for employees covered by this Agreement, including the following provisions:
1. The formula used for determining retirement benefits shall be 2 ½ percent (2.5%)
  2. The maximum percentage benefit for employees included within the bargaining unit set forth in Section 1.0 shall not exceed 80 percent (80%).
  3. The same pre-retirement death benefit that is currently provided to employee groups three, four, five, six and eight under the Lenawee County Board of Commissioners Retirement Income Plan;
  4. Retirement benefits will be determined by using the average of an employee's highest consecutive 48 months earnings.
- (b) Employees will contribute five percent (5%) of earnings to the plan. Effective 07/01/2007 employees will contribute eight percent (8%) of earnings to the plan. Effective January 1, 2012 employees will contribute nine percent (9%) of earnings to the plan. Effective January 1, 2013 employees will contribute ten percent (10%) of earnings to the plan.
- (c) 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.
- (d) Defined Contribution Retirement Plan. Any employee covered under this agreement hired in the Lenawee County Sheriff's Department on or after January 1, 2006 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, 2011 any employee covered under this agreement and enrolled in the Defined Contribution Retirement Plan will have a mandatory contribution rate of 5% of an employees gross pay (pre-tax). The employer will also contribute 5% of an employees gross pay.
- (e) An employee who transfers into this bargaining unit from the Sheriff's Department non-

supervisory unit who is covered under the County's Defined Benefit Plan at the time of transfer will continue to be covered under the Defined Benefit Plan.

- (f) An employee who transfers into this bargaining unit who is covered by the County's Defined Contribution Retirement Plan at the time of transfer will continue to be covered under the Defined Contribution Retirement Plan.

## **INSURANCE**

### **Hospitalization Insurance**

#### **Section 15.0**

- (a) The County will continue its current health insurance coverage (or equivalent plans carried with an insurance carrier of the County's choice or self-insured as the County may choose). Employees may elect from the following insurance plans which options will be:

Employee's choice of one of five different Simply Blue health plans through Blue Cross Blue Shield of Michigan. **For 2021 the County will fund up to \$8,381 for a single plan, \$18,920 for a 2 person plan or \$22,603 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 **equal to that excess amount.** If the employee elects one of the qualified high deductible health insurance plans and the employee, and any dependents, are eligible for a **contribution** into a Health Savings Account, the County will fund the employees' Health Savings Account with the difference between the premium charge and maximum county funding **up to the plan deductible amount.**

For each year of this agreement the Employer contributions into employee Health Savings Accounts will be deposited on January 1<sup>st</sup> 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 **adjust** funding for health insurance by the average annual **change** in premium cost, across all categories and plans, up to a maximum increase of **10%**. The change in cost of specific plans may vary from the average annual increase.

- (b) During designated enrollment periods, employees, if eligible, may enroll in employees'

POLC ~ January 1, 2021 through December 31, 2023

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)

In the event of an employee death while employed by the County, the employer sponsored health, **dental and vision** insurance will continue **until the first of the month following** 30 days from the date of employee's death.

### **Wellness Program**

Effective January 1<sup>st</sup> through December 31<sup>st</sup> 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) will be required to take a Health & Wellness on-line assessment annually through the Blue Cross Blue Shield of Michigan website between January 1<sup>st</sup> and December 31<sup>st</sup>.
- Every enrolled employee (& spouse) will be required to have a health maintenance exam (wellness exam) annually between January 1<sup>st</sup> and December 31<sup>st</sup>.

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.

### **Term Life Insurance**

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

## **Comprehensive Liability Insurance**

**Section 15.2** 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.

## **Workers' Compensation**

**Section 15.3** All employees covered by this Agreement shall be covered by applicable Workers' Compensation Laws.

## **Dental Insurance Coverage**

**Section 15.4** During the term of this Agreement, 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 calendar year.

## **Sickness and Accident Insurance**

### **Section 15.5**

- (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 from the Employer's insurance carrier weekly indemnity benefits consisting of 65 percent (65%) of the employee's gross regular weekly wage rate up to a maximum of \$750 effective January 1, 2010. This benefit shall be payable from the first day of disability due to an accidental bodily injury or hospitalization, or from the eighth 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. Employees who qualify for long-term disability benefits shall receive from the Employer's insurance carrier benefits equal to 65 percent (65%) of their gross regular weekly wage rate up to a maximum of \$640 effective October 11, 2002. 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.

### **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.

### **Continuation of Insurance Benefits**

#### **Section 15.6**

- (a) 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.
- (b) Employees should also be aware that the Federal Comprehensive Omnibus Budget Reconciliation Act and the Federal Medical and Family Leave Act may entitle them to continue certain insurance coverage in situations not covered by this Agreement and for periods of time and on terms and conditions not identical to those set forth in this Section. Inquiries regarding this subject should be addressed to the County Administrator's Office.

### **Provisions of Insurance and Retirement Plans**

**Section 15.7** No matter respecting the provisions of any insurance plan or retirement plan shall be subject to the Grievance or Arbitration Procedures established in this Agreement.

### **Selection of Insurance Carriers**

**Section 15.8** 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 15.5 or to be a self-insurer with respect to any and all such benefits and to choose or change any administrator of such plans, 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 Steward as soon as it is available.

### **Worker's Compensation**

**Section 15.9** All employees covered under this Agreement shall be covered by applicable Worker's Compensation Laws. Insurance benefits for employees covered under this Agreement, who are on a recognized Worker's Compensation leave, shall continue for a period of time equal to their seniority at the time the leave commenced or 24 months beyond the month in which the leave begins, whichever is less.

## **WAGES**

### **Hourly Rates and Classifications**

**Section 16.0** During the term of this Agreement, 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.

## **UNIFORMS, SAFETY AND EQUIPMENT**

### **Procedure**

**Section 17.0** 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.

### **Pay for Injury**

**Section 17.1** An 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.

## **On-Duty Accidents**

**Section 17.2** 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 in equipment. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

## **Equipment Losses**

**Section 17.3** Employees shall not be charged for loss or damage of 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.

## **Uniforms and Equipment**

**Section 17.4** The County shall provide such uniforms and equipment as the Sheriff and the County shall determine are 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 affected classifications shall be furnished to the Union by the Employer. Employees required to wear civilian clothing will be given an allowance of \$275 as soon as practical following January 1 of each year to purchase civilian clothing. Employees 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 uniform maintenance allowance previously paid to them. The Employer shall assume the cost of the necessary cleaning of such uniforms and the civilian clothing used by employees in the performance of their official duties under such rules as the Sheriff may determine.

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.

## **MISCELLANEOUS**

### **Address Changes**

**Section 18.0** 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 records for all purposes involving his employment.

## **Bonds**

**Section 18.1** All employees shall be bonded and the cost of said bonds shall be borne by the Employer.

## **Information**

**Section 18.2** 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 a representative of the Employer present.

## **Lockers**

**Section 18.3** The Employer will provide washrooms and lockers for the changing and sorting of clothing and equipment. Advance notice of an inspection of an employee's locker will be given to the employee, provided that in the opinion of the Employer such advance notice would not frustrate the purpose of the inspection and provided that the employee is available to be given notice.

## **Method of Pay**

**Section 18.4** All employees covered by this Agreement will be paid for eighty (80) regular hours, and for any paid overtime accrued in the pay period per Section 12.1, on a bi-weekly basis, reduced only by regularly scheduled work hours, not worked, and not covered by the use of paid leave.

## **Itemized Deductions**

**Section 18.5** Each employee shall be provided with an itemized statement of their earnings, hours, overtime, and all deductions made for any purpose.

## **Payroll Deductions**

**Section 18.6** 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.

## **Retroactivity**

**Section 18.7** This agreement shall be retroactive to January 1, 2009.

## **Separability**

**Section 18.8** If any provision of this Agreement is held by a Court of competent jurisdiction to be in conflict with any existing or future State or Federal law, such provision shall become

POLC ~ January 1, 2021 through December 31, 2023

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.

## **Tuition Reimbursement**

### **Section 18.9**

(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 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 **books, and fees** on successful completion of an approved study course.
- 2 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 their employment before working five (5) years from the date of the loan, the amount outstanding 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.

POLC ~ January 1, 2021 through December 31, 2023

## **SCOPE OF AGREEMENT**

### **Waiver**

**Section 19.0** 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, 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunities are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically 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**

### **Duration**

**Section 20.0** This Agreement shall continue in full force and effect from **January 1, 2021**, to and including **December 31, 2023**, 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 **January 1, 2024** 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 intention to modify or amend has been given at least 60 days prior to **January 1, 2024**, 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, 2024**.

Negotiation Representative.

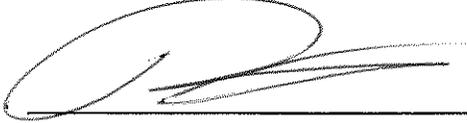
The county will sponsor an AFLAC program, at no cost to the county, through payroll deduction.

THE OFFICE OF THE SHERIFF OF  
LENAWEE COUNTY



---

THE LENA WEE COUNTY BOARD OF  
COMMISSIONERS

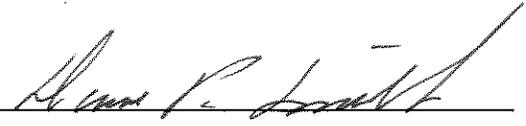


---

---

---

POLICE OFFICERS LABOR COUNCIL



---

POLC NEGOTIATION  
REPRESENTATIVE



---



---

---

**APPENDIX "A"**  
**POLC SUPERVISORY**

<b>2.000%</b>	<b><i>EFFECTIVE January 1, 2021</i></b>	<b>Start</b>	<b>6 Month</b>	<b>One Year</b>
<b>GRADE</b>	<b>POSITION # - TITLE</b>	<b>1</b>	<b>2</b>	<b>3</b>
POLCS01	52110 - SERGEANT	\$30.4700 \$63,377.60	\$31.1075 \$64,703.60	\$32.4260 \$67,446.08
POLCS02	52100 - LIEUTENANT	\$32.4708 \$67,539.26	\$33.0751 \$68,796.21	\$34.4576 \$71,671.81
POLCS03	52090 - CAPTAIN	\$33.9026 \$70,517.41	\$34.5761 \$71,918.29	\$35.9332 \$74,741.06

<b>2.000%</b>	<b><i>EFFECTIVE January 1, 2022</i></b>	<b>Start</b>	<b>6 Month</b>	<b>One Year</b>
<b>GRADE</b>	<b>POSITION # - TITLE</b>	<b>1</b>	<b>2</b>	<b>3</b>
POLCS01	52110 - SERGEANT	\$31.0794 \$64,645.15	\$31.7297 \$65,997.78	\$33.0745 \$68,794.96
POLCS02	52100 - LIEUTENANT	\$33.1202 \$68,890.02	\$33.7366 \$70,172.13	\$35.1468 \$73,105.34
POLCS03	52090 - CAPTAIN	\$34.5807 \$71,927.86	\$35.2676 \$73,356.61	\$36.6519 \$76,235.95

<b>2.000%</b>	<b><i>EFFECTIVE January 1, 2023</i></b>	<b>Start</b>	<b>6 Month</b>	<b>One Year</b>
<b>GRADE</b>	<b>POSITION # - TITLE</b>	<b>1</b>	<b>2</b>	<b>3</b>
POLCS01	52110 - SERGEANT	\$31.7010 \$65,938.08	\$32.3643 \$67,317.74	\$33.7360 \$70,170.88
POLCS02	52100 - LIEUTENANT	\$33.7826 \$70,267.81	\$34.4113 \$71,575.50	\$35.8497 \$74,567.38
POLCS03	52090 - CAPTAIN	\$35.2723 \$73,366.38	\$35.9730 \$74,823.84	\$37.3849 \$77,760.59