

A G R E E M E N T

12-31-75

Lenawee County

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 197<sup>3</sup>, by and between the SHERIFF OF LENAWEE COUNTY and the LENAWEE COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Employer") and TEAMSTERS STATE COUNTY & MUNICIPAL WORKERS, Local 214 (hereinafter referred to as the "Union").

ARTICLE I

Recognition

Section 1. The Employer hereby recognizes the Union for the duration of the effective term of this Agreement as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of full-time uniformed deputies including dog wardens, detectives, clerk dispatchers, account clerks, and clerk typists, but excluding the Sheriff, Undersheriff, all Lieutenants, Sergeants, Drivers License Examiners, Cook, and all other employees of the Employer. The term "he" or "his" shall refer to a male or female employee whenever used in this Agreement.

Section 2. It is recognized that certain employees within one or more of the classifications described in Article I, Section 1 of this Agreement are presently and/or will in the future be employed pursuant to the Federal Emergency Employment Act or successor or similar legislation. Regardless of any provision of this Agreement to the contrary, the Employer shall not have any obligation with respect to such FEEA employees other than such obligations as the Employer shall have incurred under the FEEA or successor or similar legislation. If funds provided to the Employer for the employment of such

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FEEA employees should be curtailed or eliminated, or are in the opinion of the Employer insufficient to maintain the continued employment of such employees, or to provide a wage increase similar to that being received by other employees, the Employer may take such action as the Employer deems necessary including but not limited to laying off or terminating the employment of any such employee without regard to any provisions of this Agreement and such action shall not be made the subject of a grievance; however, all actions of the Employer shall be subject to the express provisions of the FEEA as amended.

## ARTICLE II

### Agency Shop and Dues Check-Off

Section 1. The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of Local No. 214 and pay such amount deducted to said Local Union No. 214 for each and every employee, provided however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payment to the Local Union.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Local Union.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits 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 1 relating to the collection of dues and initiation fees.

ARTICLE III .

Representation

Section 1. The Employer recognizes the right of the Local Union membership to elect one job Steward and one alternate from the Employer's seniority list. The authority of the job Steward and alternate so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances with the Employer or the Employer's designated representative in accordance with the provisions of this Agreement during working hours without loss of pay; provided, however, that this privilege is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused. If the privilege extended herein is abused, the Employer will inform the Steward or alternate of that fact and if the abuse is not corrected, the privilege will be withdrawn.

B. The collection of dues when authorized by appropriate Local Union action;

C. The transmission of such messages and information, which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:

- (a) have been reduced to writing, or,
- (b) if not reduced to writing, are of a routine nature and do not involve a work stoppage, slow-

down, refusal to handle goods, or any other interference with the Employer's business.

Section 2. The job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of the job Steward and alternate and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has encouraged, condoned or participated in strike action, slow-down or work stoppage in violation of this Agreement or Michigan law. The Steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his regular working hours, subject to the proviso in Section 1 A of this Article III. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer representative. Permission shall be granted for the Steward to investigate the grievance within 24 hours after permission is requested by the Steward or alternate.

#### ARTICLE IV

##### Management Responsibility

Section 1. It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in 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 direct, hire, promote, transfer, assign and retain employees in positions within Lenawee County, and also to suspend, investigate, demote, discharge or take such other disciplinary action 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 Sheriff's Department 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 not inconsistent with the express terms of this Agreement. These rights will not be used for the purpose of discrimination against any employees because of membership in the Union. In the exercise of any of the above rights, the Sheriff of Lenawee County and the Lenawee County Board of Commissioners shall not violate any of the provisions of this Agreement.

#### ARTICLE V

##### No Strike - No Lockout

Section 1. During the life of this Agreement the Union will not cause its members to cause, nor will any member of the Union take part in, any strike, sit-down, stay-in, slow-down, walkout, curtailment of work, refusal to do assigned work, interference in any manner with any of the operations of the County or in any conduct which causes or results in such interference, or any violation of any State law.

Section 2. The Employer will not lockout any employees covered by this Agreement during the life of this Agreement.

ARTICLE VI

Grievance Procedure

Section 1. 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 disturbance of any sort whatsoever in the normal operations of the Sheriff's Department.

Section 2. 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:

Step 1. By conference between the aggrieved employee, the Steward, or both, and the employee's immediate supervisor. If not settled in this manner, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days after the occurrence of the alleged grievance, and deliver the same to the Undersheriff or next ranking officer on duty.

Step 2. The Undersheriff shall give a written answer to the aggrieved employee and/or the Steward within five (5) working days after receipt of the written grievance. In the absence of the Undersheriff, the Sheriff shall designate another command officer, other than the aggrieved employee's immediate supervisor, to act in the stead of the Undersheriff.

Step 3. If the Employer's Step 2 answer is not accepted by the Union, the Union may, within five (5) working days after receipt of the Step 2 answer, deliver to the Sheriff, or in his absence, the Undersheriff, a written request for a meeting between Union representatives and representatives of the Employer in order to review the matter. Such meeting will be held within ten (10) working days from the date of receipt of said written request. The Employer will render its decision within seven (7) working days thereafter.

Step 4. In the event grievances growing out of the interpretation of this Agreement are not settled through Steps 1 through 3 set forth above, either party may request arbitration within ten (10) working days after receipt of the Step 3 decision. If not requested within the ten (10) day period, the last decision shall be final and binding on both parties. Should the parties fail to agree on an arbitrator within five (5) days of the date of request, the party requesting arbitration shall, within five (5) days thereafter, file a demand for arbitration with the American Arbitration Association. The arbitrator's fee and expenses and the charge of the American Arbitration Association shall be borne

equally by both parties. Additional expenses incurred by either party shall be borne by the party which incurs them. It is the intent of the parties that the arbitrator be guided by this Agreement and he shall not be empowered to add to, subtract from, or modify this Agreement or any Supplement attached hereto. Any case appealed to the arbitrator over which he has no power to rule shall be referred back to the parties without decision.

Section 3. Any disposition reached between the Employer and the Union under the Grievance Procedure, Steps 1 to 3, inclusive, and any decision of the arbitrator under Step 4 shall be final and binding upon the Employer and the Union and the employee or employees specifically involved and cannot be changed by anyone.

Section 4. The Employer will not discharge or discipline an Employee without just cause. In the event an employee is discharged or receives a disciplinary layoff, he may, within five (5) working days after the notice of discharge or disciplinary action has been given him, cause to be filed a written grievance signed by him complaining of the discharge or disciplinary layoff and the grievance shall commence at Step 3 of the Grievance Procedure, otherwise the discharge or disciplinary layoff 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 twelve (12) months from the date of said warning notice.

Section 5. The time limits specified at any step of the Grievance Procedure may be extended only by mutual agreement between all parties involved. In the event the grievant and/or the Union does not appeal a grievance from one step to another within the time limit provided, the grievance will be



considered as being settled on the basis of the last answer. In the event the Employer does not answer a grievance within the time limits provided, the grievance will be considered granted.

## ARTICLE VII

### Seniority

Section 1. Seniority is defined as continuous length of service with the Lenawee County Sheriff's Department from date of last hire.

Section 2. All employees shall be probationary employees until they shall have accumulated twelve (12) consecutive months of service with the Sheriff's Department, and during such probationary period may be transferred, laid-off, disciplined or discharged 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.

Section 3. An up-to-date seniority list shall be furnished to the Union every six (6) months.

Section 4. Seniority shall be a primary consideration in all 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;
- (d) Test results as follows:

- (1) 70%--written tests which are in general law enforcement usage in the State of Michigan; and,
- (2) 30%--oral Board interview, Oral Board to consist of at least one Sheriff and one member of the Michigan State Police and one disinterested party.

Section 5. An employee shall serve a twelve (12) week trial period following a promotion, during which time he may be returned to his former classification either at his own wish or by the direction of the Sheriff. During such trial period, the employee will receive the wage rate of the job which he is performing.

Section 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 Sheriff's Department at a higher rate of pay than the employee's rate of pay, the employee shall receive such higher wage rate for as long as he performs such other work, provided the employee performs such other work for at least one full uninterrupted shift.

Section 7. The Steward shall be granted super-seniority for purposes of layoffs and recall only, providing he has the ability and the qualifications.

Section 8. An employee in a classification subject to the jurisdiction of the Union, who had been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred

or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position beyond twelve (12) months from 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 twelve (12) additional months seniority as set forth above. It is further understood that no demotions in supervisory positions will be made during temporary layoffs.

Section 9. 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 without notifying the Sheriff or his commanding officer, if circumstances reasonably permit;
- (e) If he fails to return to work within six (6) working days after receipt of certified mail notice of recall from a layoff, if circumstances reasonably permit;
- (f) If he fails to return to work at the expiration of a leave of absence, if circumstances reasonably permit;

- (g) It is the intention of (d), (e) and (f) that should some unforeseen circumstances beyond the employee's control, or a disaster occur which would prevent notification or return to work, that this will be considered an excusal;
- (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 is laid off for more than twelve (12) months.

Section 10. The Employer will attempt to give at least two (2) weeks' advance notice of layoffs to affected employees, except in circumstances where such two weeks' notice is not reasonably possible.

Section 11. A decrease in force shall be by seniority; provided that employees who are retained shall be physically able to perform the required work, unless the physical disability is due to an in-service injury.

#### ARTICLE VIII

##### Leaves of Absence

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and

the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods, provides such extension is granted prior to the end of the immediately preceding period. Permission for extension must be secured from both the Local Union and Employer. During the period of absence the employee shall not engage in any activities for remuneration similar to those activities performed by employees of the Sheriff's Department, except with specific prior written permission from the Employer, and failure to comply with this provision shall result in the complete loss of seniority rights and the termination of employment for the employee involved.

Section 2. Leaves for sickness or injury of an employee may be granted upon receipt of notice of such sickness or injury by the Sheriff and will be for a fixed period of time which may be extended by the Sheriff. The obligation is on the employee to report any change of conditions or request a continuation of such leave. Employees requesting a leave for sickness or injury, or a continuation of such a 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. An employee returning from a leave for sickness or injury may be required by the Sheriff to pass a physical examination given by a doctor approved by the Sheriff and paid for by the Employer. In any event, whether leave of absence or otherwise, when such action is deemed necessary by the Sheriff, any employee may be required to take a physical examination given by a physician selected by the Sheriff and paid for by the Employer. An employee may at his own expense have a physician of his own choice examine him. If the medical conclusions

of the two doctors are dissimilar concerning the ability of the employee to perform his duties, the two doctors shall select a third doctor to examine the employee, whose medical conclusions shall be binding. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights through the first fifteen (15) months of such sick leave. After an employee has been unable to work because of sickness or injury for fifteen (15) months, he shall lose his seniority and the employment relationship shall end. The two immediately preceding sentences shall not apply in the case of job-incurred sickness or injury.

Section 3. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to not more than one 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 length of time off for Union activities. Time off pursuant to this Section 3 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 4. 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 5. The Sick Leave Policy adopted by the Lenawee County Board of Commissioners shall apply to all employees covered by this Agreement, except that unused sick leave may be accumulated up to seventy-five (75)

days in 1973; one hundred (100) days in 1974; and, one hundred and twenty (120) days in 1975. However, nothing shall prevent an agreement between the Employer and an employee to increase the number of days of sick leave which may be accumulated in an individual case. Sick leave days shall be considered as earned sick leave, except that an employee who quits or is discharged shall forfeit all accumulated sick leave. On death or retirement, the employee or those persons entitled thereto by law shall receive payment in lieu of such employee's accumulated sick leave.

ARTICLE IX

Wages

Section 1. The following annual rates of pay are effective as of the date of this Agreement.

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Deputies	\$8,348.00	\$8,762.00	\$9,209.00
Detectives	9,672.00		
Account Clerks	4,752.00	4,992.00	5,512.00
Dog Warden	6,877.00		

Section 2. Commencing January 1, 1973 deputies, detectives and account clerks and dog wardens will receive a wage increase of 5.5%.

Section 3. Commencing January 1, 1973, the following annual rates of pay will be effective:

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Clerk Dispatchers	\$4,641.00	\$4,875.00	\$5,122.00
Clerk Typists	4,641.00	4,875.00	5,122.00

Section 4. Upon completion of the required years of continuous service, an employee shall receive longevity pay as hereinafter set forth. Such longevity pay shall be paid in a lump sum on the employee's first payday in December of each year in which the employee is eligible for longevity pay.

After four (4) years continuous service . . . . .	\$200.00
After eight (8) years continuous service. . . . .	\$400.00

ARTICLE X

Insurance and Other Benefits

Section 1. The County will continue its master policies with its present insurance carriers (or equivalent policies with other reputable insurers of its choice or will enter into new master policies with reputable insurers of its choice for the following insurance to be provided at the County's expense:

(a) Life Insurance for all employees covered by the Agreement, effective January 1, 1973.	\$1,000.00
Effective January 1, 1974 an additional	\$1,000.00

(b) Accidental Death and Dismemberment and Loss of Sight for all employees covered by this Agreement as follows:

Loss of:

Life	\$5,000.00
Sight of both eyes	\$5,000.00
Both hands or feet	\$5,000.00
Either hand or foot and sight of one eye	\$5,000.00
Either hand or foot	\$2,500.00
Sight of one eye	\$2,500.00



- (c) Blue Cross hospitalization MVF-1 plan, semi-private, for all employees covered by this Agreement and dependents;
- (d) False Arrest Insurance for all detectives and deputies.

Section 2. The Employer shall provide for the employees covered by this Agreement the same retirement plan as the Lenawee County Board of Commissioners provides for other County employees.

Section 3. The Employer shall provide all uniforms for deputies. A uniform shall consist of one pair of trousers, one belt, one shirt and one tie, excluding shoes. The Employer shall also provide all equipment which is necessary for the performance of their duties by all employees covered by this Agreement. The Employer will pay one-hundred fifty (\$150.00) dollars per year for uniform maintenance to each employee who is required to wear a uniform.

Section 4. All employees covered by this Agreement shall be covered by applicable Workmen's Compensation laws.

Section 5. When death occurs in a seniority employee's immediate family--i.e., spouse, parent, parent of current spouse, child, brother or sister--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.

An employee excused from work under this Section shall, after making written application, receive the amount of wages he would have earned by working during the 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.

ARTICLE XI

Holidays

Section 1. Employees shall be paid at their current straight-time rate for the following holidays:

The first day of January	(New Year's Day)
The twelfth day of February	(Lincoln's Birthday)
The third Monday of February	(Washington's Birthday)
The last Monday of May	(Memorial Day)
The fourth day of July	(Independence Day)
The first Monday of September	(Labor Day)
The second Monday of October	(Columbus Day)
The fourth Monday of October	(Veteran's Day)
The fourth Thursday of November	(Thanksgiving Day)
The Twenty-fifth day of December	(Christmas Day)
Any general Election Day	

Whenever any of the above enumerated holidays occur on Sunday and the day following is observed as a holiday by the State or Federal Government, the day of observation shall be considered the holiday. In order for an employee to be paid for such holiday, he must have worked the last scheduled work day prior to and the next scheduled work day after such holiday.

Section 2. If any of the above enumerated holidays occur within 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 3. Time paid for under this Article shall not be considered as hours worked in determining the right of overtime compensation.

Section 4. An employee who is on layoff or is otherwise absent from work for a reason other than on an excused absence at the time such holiday occurs will not be paid for that holiday.

Section 5. In the event an employee covered by this Agreement is required to work on any holiday, he shall be paid at the rate of time and one-half his regular straight-time hourly rate for all hours worked on such holiday, in addition to holiday pay.

## ARTICLE XII

### Vacations

Section 1. All employees who have completed one (1) but less than ten (10) full years of employment with the Lenawee County Sheriff's Department shall be entitled to two (2) weeks vacation with pay each year.

All employees who have completed ten (10) full years of employment with the Lenawee County Sheriff's Department shall be entitled to three (3) weeks vacation with pay each year.

Section 2. In order that a sufficient number of officers may be on duty to meet all ordinary departmental requirements, employees shall select and take their vacations in accordance with a departmental plan as established by the Sheriff. In establishing such departmental 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) week.

Section 3. Vacations cannot be carried over from one year to another, except that ten (10) days of vacation may be carried over provided that such ten (10) days so carried over must be taken prior to April 1 of the subsequent year. No money payment in lieu of vacation will be made, except by mutual agreement between the employee and the Employer and except that an eligible employee who retires or dies shall be entitled to receive a pro rata amount of his straight-time hourly earnings based upon the amount of vacation to which he was entitled prior to his retirement or death. Such pro rata payment shall be made to an employee who retires and to the persons entitled thereto by law in the case of an employee who dies. An employee who is prevented by an in-service injury or at the direction of the Sheriff from taking such earned vacation may receive vacation pay in lieu thereof at his straight-time rate or may take up to ten (10) days of such vacation prior to April 1 of the subsequent year.

### ARTICLE XIII

#### Hours of Work and Overtime

Section 1. For the purpose of computing overtime premium pay, the regular work week shall start at 12:01 A.M., Monday morning.

- (a) Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty-two and one-half (42 1/2) in any one week or in excess of eight and one-half (8 1/2) in any one day, in 1973 and 1974.

(b) Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) in any one week or in excess of eight (8) in any one day, in 1975.

Section 2. 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 3. Call-In Pay. An employee covered by this Agreement who is called in to work during his scheduled time off, including coming to court to give testimony, shall receive a minimum of two (2) hours' pay at time and one-half (1-1/2) for such time worked.

#### ARTICLE XIV

##### Sub-Contracting

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 sub-contracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees, if it would cause a layoff of any of the present employees in the bargaining unit at the date of this Agreement.

#### ARTICLE XV

##### 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 or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.

#### ARTICLE XVI

##### Limitation of Authority and Liability

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 336 of the Public Acts of 1947, as amended, nor shall the Employer provoke strike action by the Union or its members.

Section 2. Any individual employee or group of employees who willfully violate or disregard Article V, Article VI, or Section 1 of this Article XVI of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union, and such discharge shall not be subject to the grievance procedure contained in Article VI of this Agreement.

#### ARTICLE XVII

##### Equipment, Accident and Reports

Section 1. 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 2. 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 work with any equipment or job that has already been written up as unsafe before it is checked and released by the Sheriff or other command officer or garage.

Section 3. 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.

Section 4. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. If an employee regards a vehicle as not in safe operating condition or not equipped with the safety appliances prescribed by law, he shall have the right to protest, and if ordered by the supervisor to take out such vehicle the employee shall have the right to do so 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 been already written up as being not 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 5. 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. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Sheriff or other command officer.

Section 7. A Safety Committee will be composed of not more than two (2) Union and two (2) Employer representatives who will meet when necessary, for the purposes of discussing safety and promulgating safety regulations, with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

## ARTICLE XVIII

### General

Section 1. If any provision of this Agreement is in conflict with any existing or future State or Federal law or regulation, 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 2. The Employer and the Union join in supporting the principle that there should be no discrimination in hiring, promoting, or any other term or condition of employment of any employee because of race, color, sex, national origin, or religious affiliation.

Section 3. 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 4. 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 5. The Employer will provide a 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.

Section 6. The Employer recognizes the skills required of the law enforcement officer. The Employer further recognizes that in the event it becomes necessary by law, or at the discretion of the Employer, to improve and upgrade methods, procedures and/or equipment of the personnel in the Sheriff's Department, the Employer agrees to provide all schooling, training or other method of upgrading the personnel while on County time without loss of pay. (This includes training with all firearms.)

Section 7. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards 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 visit.

Section 8. 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 employee consent.

Section 9. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings, hours, overtime and all deductions made for any purpose.

Section 10. All employees shall be bonded and the cost of said bonds shall be borne by the Employer.

Section 11. The Employer will provide washrooms and lockers for the changing and storing of clothing and equipment. Advance notice of an inspection of an employee's locker will be given to the employee, pro-

vided 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.

Section 12. 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.

#### ARTICLE XIX

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, except as specifically set forth in Section 3 of this Article XIX, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters 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.

Section 2. Maintenance of Standards. The Employer agrees that it will not for the purpose of discouraging Union membership or discriminating against members of the Union, unilaterally reduce any conditions of employment

relating to wages, hours of work, overtime differentials and general working conditions below the highest minimum standards which shall have been in effect and uniformly applied for a period of one year prior to the time of the signing of this Agreement, except that conditions of employment shall be changed wherever specific provisions for change are made elsewhere in this Agreement.

Section 3.        Duration. This Agreement shall continue in full force and effect for three (3) years from January 1, 1973 to and including December 31, 1975, and for successive yearly periods thereafter unless notice is given in writing by either the Union or the Employer to the other at least sixty (60) days prior to January 1, 1976 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement; EXCEPT that either the Employer or the Union shall have the right upon sixty (60) days prior written notice to reopen the Agreement as of January 1, 1974 for the negotiation of changes in the wage rates contained in Article IX, Sections 1, 2 and 3 only; and either the Employer or the Union shall have the right upon sixty (60) days prior written notice to reopen the Agreement as of January 1, 1975 for the negotiation of changes in the following specific areas only: (a) the wage rates contained in Article IX, Sections 1, 2 and 3; (b) the retirement plan in Article X, Section 2; and (c) the vacations in Article XII, Section 1. In the event that such notice is given, a conference shall be arranged promptly after receipt of said notice to commence negotiations. 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 sixty (60) days prior to January 1, 1976 or any anniversary date thereafter in accordance with the above provisions, by either party, this Agreement may be

terminated by either party on fifteen (15) days written notice of termination given to the other party on or after January 1, 1976, following said notice of intention to modify or amend.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1972.

TEAMSTERS STATE, COUNTY & MUNICIPAL  
WORKERS, LOCAL 214

LENAWEE COUNTY SHERIFF

By \_\_\_\_\_

\_\_\_\_\_  
RICHARD L. GERMOND, SHERIFF

By \_\_\_\_\_

LENAWEE COUNTY BOARD OF  
COMMISSIONERS

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_