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12/31/97

AGREEMENT

between

SHERIFF OF LENAWEЕ COUNTY AND
LENAWEЕ COUNTY BOARD OF COMMISSIONERS

and

POLICE OFFICERS LABOR COUNCIL
(Nonsupervisory Unit)

LenaWee County

Effective: January 1, 1995 - December 31, 1997

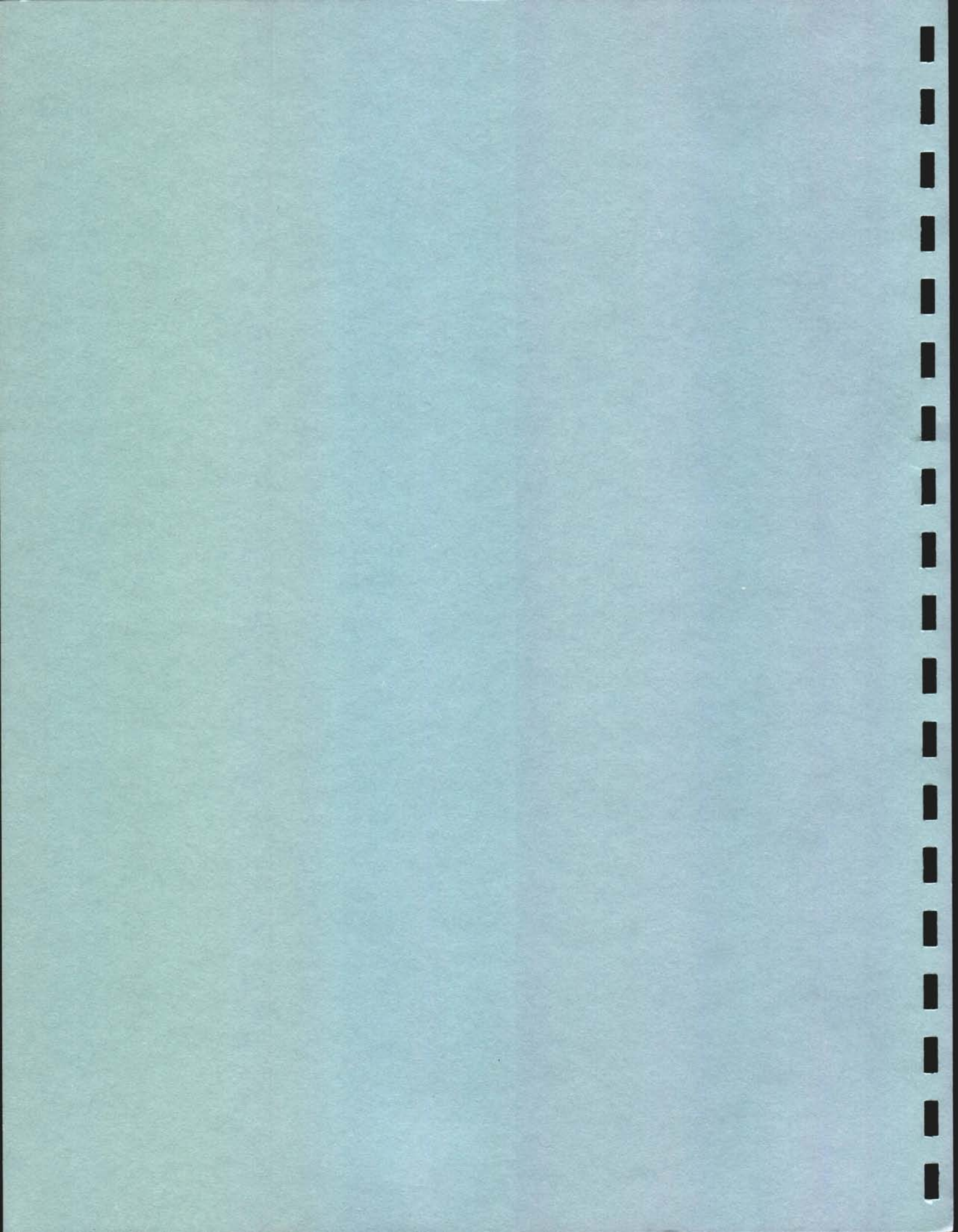


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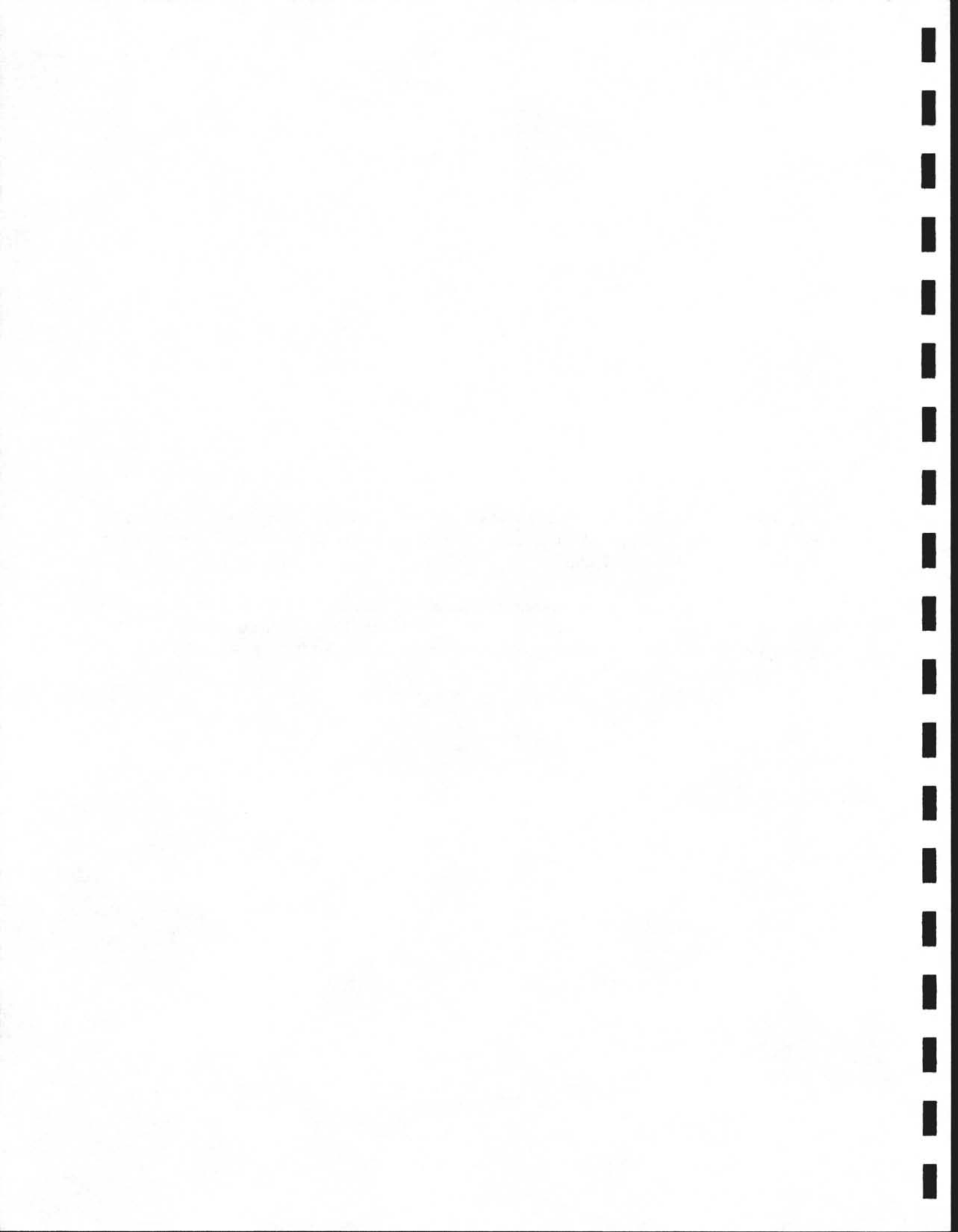
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PURPOSE AND INTENT

The Lenawee County Board of Commissioners, the Sheriff of Lenawee County, and the Police Officers Labor Council (Nonsupervisory Unit) recognize their moral and legal responsibilities under federal, state, and local laws.

The Employer 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 ____ day of _____, 1995, by and between the SHERIFF OF LENAWEЕ COUNTY AND THE LENAWEЕ COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer", and the POLICE OFFICERS LABOR COUNCIL (Nonsupervisory Unit), hereinafter referred to as the "Union".

RECOGNITION

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

All full time uniformed Detectives, Corporals, Deputies, Correctional Officers, Dog Law Officers, Clerk Dispatchers, Intake Officers, Clerk Typists, and Account Clerks of the Lenawee County Sheriff's Department, BUT EXCLUDING the Sheriff, the Undersheriff, Lieutenants, Sergeants, Cooks, confidential, part-time, temporary, and seasonal employees, and all other employees of the Employer.

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

REPRESENTATION

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

Section 2.1. Stewards.

(a) The Employer agrees to recognize three (3) Stewards and three (3) alternate Stewards, each of whom shall have one (1) year's seniority, to act as grievance representatives within their designated areas of responsibility under this Agreement. There shall be one (1) such Steward elected or designated by the Union from employees working in each of the following areas:

Road Patrol and Detectives
Corrections
Clerical and Dispatch

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

(b) Further, the Employer recognizes the right of the Union to select or designate one (1) additional nonprobationary employee to serve as Chief Steward. The Chief Steward's function under the Grievance Procedure set forth in this Agreement shall be limited to the presentation of grievances at Step 3 of the Grievance Procedure, unless both the Steward and alternate Steward for an area are absent. There shall also be an alternate for the Chief Steward who will also be a nonprobationary employee.

(c) The Union agrees that all Stewards and their alternates will continue to fulfill their regularly assigned duties and their responsibilities as a Steward will not be used to avoid those duties. Stewards shall act in a manner that will not disrupt nor interfere with the normal functions of the Department. If it is necessary for a Steward to temporarily leave his assignment to process a grievance, he shall first obtain permission from his immediate supervisor. If a Steward is on road patrol, he shall schedule his duties so it will not require him to return to the Department for the sole purpose of those representative duties, except in instances of discharge and disciplinary suspensions; provided, however, in no case shall a Steward's return to the Department be permitted during emergency or critical situations.

(d) The Employer agrees to compensate Stewards and their alternates at their straight time regular rate of pay for all reasonable time lost from their regularly scheduled working hours while processing a grievance in accordance with the Grievance Procedure. If a Steward or his alternate abuses the privileges extended herein, the Employer will inform the Steward or alternate involved of that fact, and, if the abuse is not corrected, the privileges will be withdrawn.

(e) The Union shall notify the Sheriff of the names of the three (3) Stewards, their alternates, and the name of the Chief Steward, as well as the designated area of responsibility of each. Only persons so designated shall be recognized by the Sheriff as Stewards and alternates, and their rights and duties shall be limited to their designated area of responsibility.

Section 2.2. Visitation. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with 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, and provided that such visit does not interfere with or disrupt normal operations of the Department.

UNION SECURITY

Section 3.0. Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0, thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equivalent to the periodic dues uniformly required of Union members.

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

Section 3.2. Payroll Deduction for Union Dues.

- (a) During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or a service fee equivalent to the periodic dues uniformly required of Union members and uniformly levied in accordance with the Constitution and the By- Laws of the Union from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form.
- (b) Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the County Clerk's office.
- (c) Deductions shall be made only in accordance with the provisions of the written 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 and initiation fees or the service fee equivalent 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 (15th) of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the dues, initiation fee, or the service fee equivalent to periodic dues, whichever is applicable. An authorization filed thereafter shall become effective with the first (1st) paycheck 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 (15th) 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 By-Laws, refunds to the employee will be made by the Union.

(g) The Union shall notify the County Clerk in writing of the proper amount of Union membership dues, initiation fees, and the service fee equivalent to periodic dues and any subsequent changes in such amounts. The County agrees to furnish the Secretary-Treasurer of the Union 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, initiation fees, or the service fee equivalent to periodic dues after an employee's employment relationship with the Employer has been terminated.

(j) The Employer shall not be liable to the Union or its members for any dues, initiation fees, or the service fees equivalent to periodic dues once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by United States mail.

(k) The Employer's sole obligation under this Section is limited to the deduction of dues and, where applicable, service fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so will not result in any financial obligation whatsoever.

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

MANAGEMENT RESPONSIBILITY

Section 4.0. Employer's Rights. 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 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, 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 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.

GRIEVANCE AND ARBITRATION PROCEDURES

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

Section 5.1. Grievance Procedure.

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

whereby he may challenge the Employer's determinations regarding his employment status must elect, in writing, at this Step either the grievance procedure or his statutory remedy as the single means of contesting the Employer's employment determination. If such an employee fails to make an election, his grievance shall be considered withdrawn by the Union and shall not, thereafter, be the subject of any arbitration proceeding. The Sheriff shall give his written answer to the Chief Steward within seven (7) working days following the meeting.

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

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

Section 5.3. Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance, the 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 services of the arbitrator shall be shared equally by the Union and the Employer, but each party shall bear the cost of its own expenses and witnesses.

Section 5.4. Arbitrator's Powers.

(a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have not 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 the grievance was first submitted in writing. Further, no claim for back wages under this Agreement shall exceed the amount of 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 months following the date of the Employer's refusal to engage in arbitration of the grievance or no later than six months following the date that 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 months following the date of Union's written notice to the Employer under Section 5.1(d) that it intends to seek arbitration of a grievance or no later than six months following the date that the arbitration award was issued, whichever is applicable.

DISCIPLINE

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

NO STRIKE - NO LOCKOUT

Section 7.0. No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety, and welfare. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or the employees it represents, shall, for any reason whatsoever, call sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, picketing of the Employer's buildings, offices, or premises, slow-down, sit-in, or stay-away; nor shall there be any

concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any other acts that interfere in any manner or to any degree with the services of the Employer. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or elsewhere.

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

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

SENIORITY

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

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

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

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

Section 8.4. Nonbargaining Unit Seniority. An employee in a classification covered by this Agreement, 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 covered by this Agreement shall not accumulate seniority while working in a supervisory position beyond six (6) months from the date

of promotion. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the seniority rank he had at the time of his promotion, plus up to six (6) additional months' seniority as set forth above.

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

- (a) If he quits;
- (b) If he retires or is retired;
- (c) If he is discharged and not reinstated;
- (d) If he fails to report for work at the start of his shift on the third (3rd) consecutive day of absence, unless otherwise excused by the Employer;
- (e) If he fails to return to work within six (6) working days after receipt of certified mail notice of recall from a layoff, unless otherwise excused by the Employer;
- (f) If he fails to return to work at the expiration of a leave of absence, unless otherwise excused by the Employer;
- (g) It is the intention of subsections (d), (e), and (f) that should some unforeseen circumstances beyond the employee's control or a disaster occur which would prevent notification or return to work this may be considered an excuse;
- (h) If he knowingly makes a false statement on his application for employment or on an application for leave of absence or on any other official document, provided, however, that after two (2) years from the date of said application for employment this provision shall be void as to said application for employment only;
- (i) If he has been on layoff or sick leave of absence status for a period of time equal to his seniority at the time his layoff or sick leave commenced or twenty-four (24) months, whichever is less;
- (j) If he fails to return to work at the specified time upon expiration of a vacation, recall from layoff, or disciplinary suspension, unless otherwise excused by the Employer;
- (k) If he is convicted of a felony.

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

Section 8.7. Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the Leave of Absence Sections of this Agreement. Benefits such as insurance, vacation, and paid leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement or otherwise required by law. There shall be no duplication or pyramiding of leave benefits or types of absences. 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.

LAYOFF AND RECALL

Section 9.0. Layoffs. When the work force is reduced, the first (1st) employees to be laid off from the Department, within the classifications affected and in the order stated, shall be: temporary; seasonal; part-time; probationary. Thereafter, the first (1st) employees to be laid off in the affected classification shall be those employees with the least amount of seniority in such classification, provided, however, the senior employee retained has the present qualifications and ability to efficiently perform the remaining required work. A nonprobationary employee laid off from his classification may exercise his Departmental seniority to displace an employee with less Departmental seniority in a lower-rated classification, provided the employee exercising this right has the present qualifications and ability to efficiently perform the work required and, provided further, the senior employee exercising this displacement right will be paid the salary of the lower-rated classification at the same progression step he currently holds.

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

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

PROMOTIONAL PROCEDURE

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

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

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

- (a) Promotion to Road Patrol Sergeant: The employee must have four (4) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, and have been continuously employed by the Lenawee County Sheriff's Department for at least four (4) years as a Deputy, Detective, or Road Patrol Corporal.
- (b) Promotion to Jail Sergeant: The employee must have four (4) years of law enforcement experience and have been continuously employed as a Detective, Road Patrol Corporal, Jail Corporal, Deputy, or Correctional Officer within the Lenawee County Sheriff's Department for at least four (4) years.
- (c) Promotion to Detective: The employee must have three (3) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, and have been continuously employed as a Deputy or Road Patrol Corporal within the Lenawee County Sheriff's Department for at least three (3) years.
- (d) Promotion to Road Patrol Corporal: The employee must have three (3) years of law enforcement experience, be fully empowered to enforce the criminal laws of the State of Michigan, and have been continuously employed by the Lenawee County Sheriff's Department as a Deputy for a period of at least three (3) years.
- (e) Promotion to Jail Corporal: The employee must have three (3) years of law enforcement experience and have been continuously employed as a Correctional Officer or Deputy in the Lenawee County Sheriff's Department for at least three (3) years.
- (f) Promotion to the Deputy, Corrections Officer, Dog Law Officer, Clerk/Dispatcher and Intake Officer Classifications: An employee must be in a

lower-rated classification from the position sought as a promotional advancement and, further, must have been continuously employed by the Lenawee County Sheriff's Department for a period of at least two (2) years. In addition, final appointment to any classification is also contingent upon the successful completion of the training, physical, and schooling requirements established by law.

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

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

- (a) Written Examination: Forty percent (40%). (An applicant must score seventy percent [70%] on the written examination to take the Oral Board).
- (b) Performance Evaluation: Forty percent (40%).
- (c) Oral Board: Twenty percent (20%). An Oral Board will be held only for the positions of Road Patrol Sergeant, Jail Sergeant, Detective, Road Patrol Corporal, and Jail Corporal. All other vacancies will be determined on the basis of a written examination and performance evaluations, with performance evaluations being given a weight of sixty percent (60%).
- (d) Seniority. Individuals who attain a seventy percent (70%) score or above on the written examination will have added to their combined scores for the written examination, performance evaluation, and, when applicable, Oral Board examination a maximum of ten (10) "bonus points" based upon their length of continuous service with the Lenawee County Sheriff Department. Seniority "bonus points" will be computed on the basis of one (1) point per year beginning after an employee's first (1st) year in the Lenawee County Sheriff's Department and continuing thereafter at the rate of one (1) additional point for each year of continuous service with the Lenawee County Sheriff's Department, up to a maximum of ten (10) such "bonus points."
- (e) Road Patrol Deputy Advancement Special Provisions. Subsections (a) through (d) of this Section and Section 10.5 of this Agreement shall not be applicable to promotions from the position of Correctional Officer to the position of Road Patrol Deputy. In addition to the requirements set forth in Section 10.2(f) of this Agreement, employees seeking advancement from the Correctional Officer classification to the classification of Road Patrol Deputy will be given an Oral Board examination and will be evaluated by performance evaluations. Advancement to the

Road Patrol Deputy classification from the position of Correctional Officer, however, shall be upon the basis of seniority, unless the Oral Board examination and the employee's performance evaluations shows that he or she is not suited for such advancement.

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

- (a) The number of examination points for the written examination, performance evaluation, and, if applicable, the oral board examination will be added together to arrive at the total number of program points available;
- (b) After the total number of available program points has been determined, the program weights set forth in Section 10.4 will each separately be multiplied by the total number of program points available to arrive at the maximum point total applicable to each portion of the Procedure;
- (c) The maximum point total applicable to each portion of the Procedure shall then be multiplied by the employee's actual score, expressed in percentage terms, for that portion of the Procedure. The resulting product will be the number of points earned by the employee for that portion of the Procedure;
- (d) The number of points actually earned by an employee for the written examination, performance evaluation, and, if applicable, the oral board examination will be totaled to arrive at the employee's combined score. "Seniority bonus points" shall not be added unless an employee's combined score exceeds seventy percent (70%) of the total number of program points available.

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

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

Section 10.7. Written Examination. The content of any written examination will be scaled appropriately to the level of the position being considered. Written tests will be designated at a general knowledge level or standards designated where rank and position warrant specialization.

The Employer will determine where general or specialized standard testing is warranted. All written examinations, when necessary, will be designed and drafted by a professional agency. The Employer shall determine the professional agency best qualified for this testing composition. Whenever a promotional opportunity also requires specialized schooling or training, employees must first satisfy all physical and educational conditions necessary for entrance into the training or schooling program. Failure to do so will disqualify the employee from participation in the written examination and consideration for the promotional vacancy involved.

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

Section 10.9. Posting of Examination Notices. Examination notices for all competitive promotion classifications shall be posted on the bulletin boards throughout the Department for a minimum of forty- five (45) calendar days prior to the written examination date. Subjects to be covered in the written examinations shall be posted thirty (30) days prior to the examination date. Employees eligible to compete must submit a written letter of intent to participate to the Employer no later than thirty (30) calendar days prior to the respective examination date. Alternative examination dates will be arranged by the Employer for employees who have submitted a timely request to participate in the promotional process but who will be on vacation or military reserve training leave at the time the examination will be given or who miss the examination because of illness supported by a physician's certificate and who submit such excuse to the Sheriff in writing no later than five (5) calendar days following the examination. All such alternative examinations will be scheduled within ten (10) calendar days following the employee's return from vacation or presentation of the written excuse to the Sheriff, whichever is appropriate.

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

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

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

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

Section 10.14. Lateral Transfers. Nothing contained in this Promotional Procedure shall be construed as a limitation of any nature upon the Employer's right to reassign, whenever necessary in its sole discretion, by means of a permanent lateral transfer employees classified as either Sergeants or Corporals from Road Patrol to Jail duty or from Jail duty to Road Patrol, provided, however, a permanent lateral transfer shall not be used for purposes of disciplinary action.

Section 10.15. Pay Rate on Promotions. Employees promoted within the bargaining unit pursuant to the provisions of this Agreement shall be initially paid at the first (1st) Step in the salary range for the new classification which would entitle them to an increase in pay and shall advance thereafter from Step- to-Step on the pay scale in accordance with their length of service in the new classification.

LEAVES OF ABSENCE

Section 11.0. Personal Leaves. Any employee desiring a personal leave of absence from his employment shall secure written permission from the Employer. The leave shall be without pay unless specifically stated to the contrary by the Employer. The maximum leave of absence shall be for thirty (30) calendar days and may be extended for like periods, provided such extension is granted prior to the end of the immediately preceding period. Falsely setting forth the reasons for such leave or any extension thereof may result in disciplinary action, up to and including discharge.

Section 11.1. Paid Leave Policy. All regular full time employees shall be eligible for paid leave under the following conditions:

<u>Seniority Required</u>	<u>Accrual Rate</u>	<u>Maximum Hours Pay</u>	<u>Maximum Work Days Allowed to Accrue</u>
Less than one (1) year	.6 days for each two (2) week period during which compensation has been paid by the Employer	128	16

<u>Seniority Required</u>	<u>Accrual Rate</u>	<u>Maximum Hours Pay</u>	<u>Maximum Work Days Allowed to Accrue</u>
One (1) year through five (5) years	.8 days for each two (2) week period during which compensation has been paid by the Employer	168	21
Six (6) years through ten (10) years	.9 days for each two (2) week period during which compensation has been paid by the Employer	192	24
Eleven (11) years and up	1.0 days for each two (2) week period during which compensation has been paid by the Employer	208	26

Each one (1) "day" of paid leave under this Section shall equal eight (8) hours of pay at an employee's straight time regular rate of pay, exclusive of all premium pay, at the time he takes such leave. Paid leave which, at any point, exceeds the maximum allowable accrual under this Section shall be forfeited. Upon termination of employment, an employee shall be paid for all allowable accumulated and unused paid leave time.

Section 11.2. Paid Leave Administration. Paid leave under Section 11.1 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 Department 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) workweek. Requests to utilize vacation days on an individual basis must be submitted to the Sheriff or his designated representative at least five (5) days prior to the period requested. Such time off on an individual day-to-day basis will not be granted if another employee is utilizing the period requested by taking vacation time off in a "block" of one (1) workweek or if the day or days requested have previously been scheduled for use by a more senior employee on a day-by-day basis.

(b) If paid leave is to be used for medical, optical, or dental appointments, the employee shall, whenever possible, give the Employer no less than twenty-four (24) hours advance notice and receive prior approval of the Employer.

(c) If the paid leave is to be used for sick days, requests for such a sick day should normally be made before an employee is regularly scheduled to report for duty. The employee shall inform his immediate supervisor of that fact and the reason

therefor as soon as possible, and failure to do so within a reasonable period of time may be cause for denial of paid leave for the period of absence.

(d) If the paid leave is to be sick leave, the Employer has the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness. The certificate must state the nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence.

(e) If paid leave is used as a personal day, the employee, whenever possible, will give the Employer at least one (1) 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 Workers' Compensation Law of the State of Michigan or to supplement any Sickness and Accident Insurance benefits received pursuant to Section 16.2. In no instance, however, will an employee be permitted to receive more than an amount sufficient, when added to his statutory or insurance benefit, to bring the total benefit up to one hundred percent (100%) of his normal net weekly or bi-weekly 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 11.1. In computing the number of hours to be deducted, the amount of money paid by the Employer to the employee shall be divided by the employee's straight time hourly rate of pay at the time the employee commenced his leave; this calculation shall be carried out to two (2) decimal points without any subsequent "rounding off" of the resulting figure, either upward or downward.

Section 11.3. Bank for Previous Sick Days. 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 July 1, 1979. No further accumulation of sick leave days shall occur or be recognized by the Employer.

(a) To implement the provisions of this Section, the Employer shall establish a "bank" of previously accumulated sick leave hours for each employee covered by this Agreement on the date of its execution. The "bank" shall consist of the total number of accumulated and unused sick leave "days" credited to an employee through July 1, 1979. Each "day" shall then be multiplied by the number of hours applicable to the employee's normal workday schedule as of July 1, 1979 to determine the total number of accumulated and unused sick leave hour credits which may be retained and utilized by the employee involved.

(b) When an employee covered by this Agreement takes leave because he has sustained an occupational injury or illness compensable under the Workers' Compensation Law of the State of Michigan, he may supplement any statutory benefits received during such leave by deducting from the "bank" created by this Section an amount sufficient, when added to his statutory benefit, to bring his total benefit up to a maximum of one hundred percent (100%) of his normal net weekly or bi-weekly 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 his 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 calendar 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 nonwork related illness or injury not covered by the terms of the Sickness and Accident Insurance program set forth in Section 16.2 and for the purpose of supplementing any Sickness and Accident Insurance benefits received pursuant to Section 16.2. A maximum of forty-eight (48) hours of such deductions will be permitted in any one (1) calendar year under this subsection. Further, employees who desire to supplement the benefits they receive from the Sickness and Accident Insurance program established by Section 16.2 will be limited to an amount sufficient, when added to their insurance benefit, to bring their total benefit up to one hundred percent (100%) of their normal net weekly or bi-weekly 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 calendar 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 or retirement of an employee, any 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 July 1, 1979 and the monetary sum arrived at by such multiplication 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 11.2(g).

Section 11.4. Extended Sick Leave. Extended sick leave for a fixed period of time shall be granted automatically upon application from the employee for illness or injury, subject to the Employer's right to require proof of disability or injury. Extensions of sick leave may be granted by the Sheriff, provided, however, the obligation is on the employee to report any change of conditions or request a continuation of sick leave.

Section 11.5. Medical Certificates and Examinations. Employees requesting a leave for sickness or injury or a continuation of sick leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capability to perform his job, the Employer may require a medical examination, at its expense, and, if cause is found, require the employee to take or remain on sick leave of absence. The Employer may require as a condition of any sick leave, regardless of duration, a medical certificate setting forth the reasons for the sick leave when there is reason to believe the health or safety of personnel may be affected or that the employee is abusing sick leave. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal. Employees required to take a sick leave of absence or to remain on sick leave following an examination by the Employer's physician may, at their own expense, have an examination conducted by a physician of their own choice. If the medical conclusions of the two (2) physicians are dissimilar concerning the ability of the employee to perform his duties, the two (2) physicians shall select a third (3rd) physician to examine the employee, whose medical conclusions shall be binding. The two (2) immediately preceding sentences shall not apply in situations where a claim for benefits for such illness or disability may be made by the employee affected pursuant to a contract of insurance carried by the Employer.

Section 11.6. Union Leave The Employer agrees to grant time off not to exceed a total of six (6) days in any one (1) calendar year, without discrimination or loss of seniority rights and without pay, to be used by not more than two (2) employees at any one (1) time designated by the Union to attend a labor convention, or to serve in any capacity on other official Union business, provided seven (7) working days written notice is given to the Employer by the Union, specifying length of time off for Union activities. Time off pursuant to this Section shall not cause any disruption of the Employer's

operations due to lack of available employees, nor shall it create a condition which would necessitate overtime pay for an employee filling the vacant position created by such time off.

Section 11.7. Military Leave. The Employer and the Union agree that employees called into military service shall be given all the benefits accorded them by applicable Federal law.

Section 11.8. Funeral Leave. When death occurs in a seniority employee's immediate family, the employee, on request, will be excused for the first three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral. "Immediate family" shall be defined as the employee's spouse, parent, stepparent, parent of current spouse, child, brother, sister, grandparents or grandchildren. One (1) day of such leave shall be granted to a seniority employee immediately following the date of death of the employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law. An employee excused from work under this Section shall, after making written application, receive the amount of wages he would have earned by working during his straight time hours on such scheduled days of work for which he is excused, provided he attends the funeral. Payment shall be made at the employee's rate of pay, not including premiums, as of his last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 11.9. Jury Duty. 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 he would otherwise have worked, he shall receive the difference between his straight time regular rate of pay, exclusive of all premiums, for eight (8) hours and the amount he receives from the Court, exclusive of those sums allocated by the Court for mileage, for a maximum of thirty (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 he is to report for jury duty; (2) give satisfactory evidence that he served as a juror at the summons of the Court on the day he claims such pay; and (3) return to work promptly if, after having been summoned by the Court, he is excused from service.

HOURS OF WORK AND OVERTIME

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

- (a) An employee's shift is changed at his request;

(b) The employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, however, at least eight (8) hours of off-duty time is scheduled between the end of one shift and the start of another.

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

Section 12.2. Shift Preference.

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

(1) Day Shift. Any shift with a scheduled starting time of on or after 7:00 a.m. and before 3:00 p.m.;

(2) Afternoon Shift. Any shift with a scheduled starting time on or after 3:00 p.m. and before 11:00 p.m.;

(3) Night Shift. Any shift with a scheduled starting time on or after 11:00 p.m. and before 7:00 a.m.

(b) Participating Employees. No employee shall be eligible to apply for a shift preference until he has completed one (1) year of employment with the Employer and in addition must have been working at least ten (10) days prior to the posting of the shift preferences.

(c) Permitted Changes. Subject to the other provisions of this Section and Section 4.0, shift preferences will be granted by the Employer if there is an employee with less Departmental seniority working on the requested shift in the same classification.

(d) Non-permitted Changes. Employees will not be permitted to displace probationary employees working on the requested shift or employees with less seniority on the requested shift who are undergoing specialized training or are on a special assignment. Further, a shift preference request may be denied due to any requirements imposed by law upon the Employer. A shift preference request may also be denied if it would alter the manpower requirements established by the Employer or would otherwise be detrimental to the operation of the Department.

(e) Requests for Shift Preference. Three (3) consecutive twenty-eight (28) day tours of duty shall constitute a single shift preference block under this Section. Employees shall submit their bids for their preferred shifts in writing to the Undersheriff four (4) weeks prior to the commencement of the new shift preference block, indicating by number their preference for no more than two (2) shifts. Failure to submit a shift preference application may result in an employee being displaced

from his current shift or assignment by the Department to a different shift. Thereafter, the Employer will post on the bulletin board the contemplated changes resulting from the submitted requests and such changes will go into effect on the date the new shift preference block commences. In placing shift preference requests into effect, the Employer will attempt to arrange such changes in a manner which will allow employees changing shifts to be off-duty from the end of their old shift to the start of their new shift. The parties recognize, however, that this goal cannot always be accomplished. Accordingly, if implementation of a shift preference would require an employee to work sixteen (16) hours consecutively, the employee requesting the shift change will be the individual selected to work the "back-to-back" shift. The Employer shall not be liable for overtime premium pay under Section 12.2(b) of this Agreement as a result of its implementation of shift preference requests.

(f) It is expressly understood that an employee's work schedule and his shift may be changed on a daily basis whenever operating conditions warrant such a change. Employees may be denied a requested shift preference, forced to remain on a particular shift, or required to change shifts for closer supervision purposes. Schedule and shift changes intended by the Employer to last longer than fifteen (15) days shall be a subject of a Special Conference in accordance with Section 19.0.

Section 12.3. Premium Pay.

(a) Time and one-half (1-1/2) the employee's regular straight time rate of pay shall be paid for all hours actually worked within a tour of duty in which the aggregate number of hours exceeds eighty (80) hours in a period of fourteen (14) consecutive days, or, if a tour of duty of less than fourteen (14) days is established by the Sheriff, the aggregate number of hours in such tour duty which bears the same ratio to the number of consecutive days within the work period as eighty (80) hours bears to fourteen (14) days;

(b) Time and one-half (1-1/2) the employee's regular straight time rate of pay shall be paid for all hours actually worked in excess of eight (8) hours in any one (1) workday;

(c) To be eligible for premium pay under subsection (b) of this Section, an employee must have worked all of his scheduled hours in the normal workweek unless excused by the Sheriff or his designated representative.

(d) All paid but not worked time shall not be counted as hours actually worked in determining an employee's eligibility for premium or overtime pay under any Section of this Agreement.

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

Section 12.5. Overtime Distribution.

(a) All employees shall be expected to work reasonable amounts of overtime upon request.

(b) Overtime, other than that of an emergency, extension of shift, or court-time nature, which is scheduled by the Sheriff or his designated representative and is anticipated to last five (5) working days or less shall be distributed among employees in the same classification who work on a rotating shift basis, or are assigned as a part of a rotating shift, in the following manner:

(1) In the initial preparation of the overtime rotation list, employees on each shift within the same classification shall be ranked in order of their seniority with the Department;

(2) When a scheduled overtime opportunity occurs under this subsection, the Sheriff or his designated representative will initially offer the overtime opportunity to the most senior employee listed on the overtime rotation list for the off-going shift. Should the most senior employee reject the overtime opportunity, the Sheriff or his designated representative will continue down the overtime rotation list until an employee accepts the overtime assignment or until the last employee in the classification affected is reached. If the latter situation occurs, the last employee on the overtime rotation list shall be assigned the overtime work. When an employee either accepts or rejects an overtime opportunity, his name shall then be placed at the bottom of the overtime rotation list for purposes of the next scheduled overtime assignment under this subsection. If the Sheriff or his designated representative determines that the overtime opportunity could be performed efficiently by dividing the work between the off-going and on-coming shifts, the assignment of the overtime opportunity to the incoming shift shall be in accordance with the same procedure utilized for distributing overtime opportunities to the off-going shift.

(c) When a scheduled overtime opportunity for employees working on or assigned to a rotating shift is anticipated to last longer than five (5) workdays, a schedule shall be prepared by the Sheriff or his designated representative and posted on the Department's bulletin board. The most senior employee in the affected classification who volunteers to perform the overtime work by signing the schedule

shall be assigned to do so. If the number of volunteers is insufficient to adequately perform the required work, the Sheriff or his designated representative will make the assignments necessary to have the overtime work performed.

(d) If an employee has special skills or knowledge which are not shared by other employees in the same classification, such an employee will be considered an exception to the procedures set forth in subsections (b) and (c) of this Section.

(e) With the prior approval of their immediate supervisor, employees subject to the above overtime distribution plan may carry out their responsibilities under the plan by trading shifts with another employee who also works on or is assigned to a rotating shift in the same classification. The hours worked by the employee who agreed to the shift trade shall not count as "hours worked" for purposes of determining that employee's eligibility for premium pay, unless the trade was caused by an unscheduled overtime opportunity.

Section 12.6. Call-In Pay. An employee covered by this Agreement who is called in to work during his scheduled time off, but not including periods when an employee is on layoff status, including going to court to give testimony, shall receive a minimum of two (2) hours' pay at time and one-half (1-1/2) for such time worked.

Section 12.7. Training. The Employer recognizes the advantages of training for employees of the Sheriff's Department. Employees who are assigned for schooling or training outside of the Lenawee County Sheriff's Department by the Sheriff shall be paid for all reasonable time lost by the employee during his regular working hours. Lost time shall be compensated at the employee's straight time regular rate of pay, which shall not be included in determining the hours actually worked for purposes of overtime pay. Departmental training, including firearms training, may be scheduled by the Sheriff within the Department or at a nearby facility either before, after, or during an employee's regular working hours. Such Departmental training time shall be compensated at the employee's straight time regular rate of pay and shall not be included in determining the hours actually worked by an employee for purposes of determining entitlement to overtime pay, provided, however, that if an employee is required to undertake Departmental training in excess of thirty (30) hours in any one (1) calendar year, such excess training time shall be counted as hours actually worked for purposes of overtime pay.

HOLIDAYS

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

The first (1st) day of January	New Year's Day
Third (3rd) Monday of February	President's Day

The last Monday of May	Good Friday (four [4] hours pay)
The fourth (4th) day of July	Memorial Day
The first (1st) Monday of September	Independence Day
The first (1st) Tuesday after the first (1st) Monday in November of every even numbered year	Labor Day
The eleventh (11th) day of November	Any general Election Day
The fourth (4th) Thursday of November	Veteran's Day
The fourth (4th) Friday of November	Thanksgiving Day
The twenty-fourth (24th) day of December	Day after Thanksgiving
The twenty-fifth (25th) day of December	Day before Christmas
The thirty-first (31st) day of December	Christmas Day
	New Year Eve's Day

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

Section 13.2. Holiday Eligibility. In order for an employee to be paid for a holiday, he must have worked the last scheduled workday prior to and the next scheduled workday after each holiday. An employee who is on layoff or is otherwise absent from work, unless otherwise excused by the Employer, will not be paid for that holiday, provided, however, if any of the above-enumerated holidays occur 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 13.3. Worked Holidays. 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 (1-1/2) his straight time rate of pay, exclusive of all premiums. No employee shall be deemed to have been "required to work" on a holiday within the meaning of this Section if he is absent from work for any reason, including illness, on such holiday. Non-worked holidays, even though paid, shall not count as hours actually worked in determining the right to overtime compensation under this Agreement.

LONGEVITY BENEFIT

Section 14.0. Longevity Pay. Upon completion of four (4) years of continuous service, an employee shall receive longevity pay calculated on the basis of fifty dollars (\$50.00) for each full year of continuous service, provided, however, the maximum longevity payment under this Section shall be six hundred dollars (\$600.00). Such longevity pay shall be paid in a lump sum on the employee's first (1st) payday in November of each year in which the employee is eligible for longevity pay.

RETIREMENT

Section 15.0. Retirement Plan.

- (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 requirement that all employees continue to contribute seven percent (7%) of their salary to the Retirement Plan, provided, however, that the amendments listed below will be placed into effect for all eligible employees retiring during the calendar year when such change becomes effective and provided further that the maximum percentage benefit for employees included within the bargaining unit set forth in Section 1.0 shall not exceed 62.5%.
- (b) Effective as soon as can be administratively arranged following ratification of this Agreement by both parties, the current formula for determining retirement benefits shall be improved from 2.0% to 2.1%.
- (c) Effective as soon as can administratively arranged following ratification of this Agreement by both parties, a pre-retirement death benefit to the employee's spouse or, if the employee is not married, to the employee's surviving children will be added to the current retirement plan; the benefit will be the same as that currently provided to employee groups 3, 4, 5, 6, and 8 under the Lenawee County Board of Commissioners Retirement Income Plan;
- (d) Effective January 1, 1996, the formula for determining retirement benefits shall be improved from 2.1% to 2.3%.
- (e) Effective January 1, 1997, the formula for determining retirement benefits shall be improved from 2.3 % to 2.5%.
- (f) Effective January 1, 1997, retirement benefits will be determined by using the average of an employee's highest consecutive 48 months.

INSURANCE

Section 16.0. Hospitalization Insurance.

(a) During the term of this Agreement, the Employer agrees to pay the required premiums under its Blue Cross-Blue Shield MVF-1 program for each full time, insurable employee, including dependent coverage, covered by this Agreement who has completed sixty (60) days of employment. Each employee covered by this Agreement shall contribute seven dollars (\$7.00) per pay period toward the cost of such insurance premiums. The Employer also agrees to provide eligible employees with the following riders and to pay the required premiums for such riders: Three dollar (\$3.00) copay prescription drugs and Master Medical Option 4.

(b) Notwithstanding subsection (a) of this Section, effective as soon as can be administratively arranged following execution of this Agreement, the Employer shall have no obligation to pay an additional premium on an employee's behalf if the employee may be covered by an addition to coverage already afforded to the employee's spouse or other immediate family member by the Employer. Subject to the other provisions of this Agreement, if the principal subscriber's insurance coverage is discontinued, the insurance coverage provided for by this Section shall revert to the other employee.

Section 16.1. Term Life Insurance. During the term of this Agreement, the Employer agrees to maintain for eligible full time employees a term life insurance policy in the amount of ten thousand dollars (\$10,000.00) and a twenty thousand dollar (\$20,000.00) Accidental Death and Dismemberment policy for each insurable employee.

Section 16.2. Sickness and Accident Insurance.

(a) The Employer shall provide and pay the cost for a sickness and accident insurance program covering eligible employees occupying a classification covered by this Agreement. This insurance program shall provide both weekly indemnity payments and long-term disability benefits.

(b) Weekly Indemnity Payments. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity benefits consisting of sixty-five percent (65%) of the employee's gross regular weekly wage rate up to a maximum of three hundred and eighty-five dollars (\$385.00). This benefit shall be payable from the first (1st) day of disability due to an accidental bodily injury or hospitalization, or from the eight (8th) day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one (1) period of disability.

(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 twenty-six (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 sixty-five percent (65%) of the their gross regular weekly wage rate up to a maximum of three hundred and eighty-five dollars (\$385.00). These benefits will continue for a period up to five (5) years or until such time as the employee has established his eligibility for a permanent and total disability pension under the Social Security Act or the Employer's pension plan, whichever event is the earliest. Employees are not eligible for long-term disability benefits if they are entitled to indemnity or compensation under any State Workers' Compensation Act.

Section 16.3. Dental Insurance Coverage. The Employer will pay the required dental insurance premiums for each eligible full time employee occupying a job classification covered by this Agreement. Both Class I and Class II Delta Dental benefits will be made available by such insurance, provided, however, such benefits will be on a fifty percent (50%) co-pay basis with a maximum dental benefit of five hundred dollars (\$500.00) in any one (1) calendar year.

Section 16.4. Comprehensive Liability Insurance. The Employer shall pay the cost for comprehensive liability insurance covering individuals within the bargaining unit set forth in Section 1.0, provided such insurance remains available to the Employer during the term of this Agreement.

Section 16.5. Continuation of Benefits. Unless otherwise required by law, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such termination, layoff, leave of absence, or retirement commenced or occurred. Subject to any limitations imposed by the insurance carrier involved, seniority employees covered by this Agreement may continue to participate in the various insurance programs set forth in this Agreement while on layoff or leave of absence status by submitting, in advance, the full amount of the required monthly payments to the Employer each month. Employees desiring to avail themselves this option should contact the County Administrator's Office for details regarding the amount of premiums due and the payment dates involved.

Section 16.6. Workers' Compensation. All employees covered by this Agreement shall be covered by applicable Workers' Compensation Laws.

Section 16.7. Provisions of Insurance and Retirement Plans. No matter respecting the provisions of any Insurance Plan or Retirement Plan shall be subject to the Grievance Procedure established in this Agreement. This provision shall not operate to deprive an employee of any rights he may have under any insurance plan or retirement plan.

Section 16.8. Selection of Insurance Carriers. The Employer reserves the right to select or change any or all of the insurance carriers providing the benefits stated in Section 16.0 through Section 16.5 or to be a self-insurer with respect to any and all such benefits, provided the level of such benefits

remains substantially the same and equivalent. The Employer agrees, whenever possible, to give the Union thirty (30) days advance notification of a change in the insurance carriers providing the benefits set forth in this Agreement. A copy of the new insurance contract shall be given to the Chief Steward as soon as it is available.

COMPENSATION

Section 17.0. Hourly Rates and Classifications. The following hourly rates will be placed into effect for each of the classifications listed below on the dates indicated.

(a) January 1, 1995:

Classification	Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
<u>Detective</u>						
Hourly	14.4846	14.8367	16.3536	***	***	***
Approximate Annual	30,128	30,860	34,015	***	***	***
<u>Corporals</u>						
Hourly	13.5087	13.8260	14.1483	14.8134	15.5823	***
Approximate Annual	28,098	28,758	29,429	30,812	32,411	***
<u>Deputies</u>						
Hourly	12.3091	***	12.9693	13.5993	14.1278	14.8793
Approximate Annual	25,603	***	26,976	28,286	29,386	30,949
<u>Correctional Officers</u>						
Hourly	11.3894	***	12.1743	12.8610	13.4482	14.2539
Approximate Annual	23,690	***	25,323	26,751	27,972	29,648
<u>Dog Law Officers</u>						
Hourly	10.6893	10.9295	11.1755	11.8762	12.2957	12.4342
Approximate Annual	22,234	22,733	23,245	24,702	25,575	25,863
<u>Clerk/Dispatchers</u>						
Hourly	9.0775	9.4280	9.7785	10.5336	11.3469	***
Approximate Annual	18,881	19,610	20,339	21,910	23,602	***
<u>Intake Officer</u>						
Hourly	8.7945	9.0036	9.2120	9.6530	10.1210	***
Approximate Annual	18,293	18,727	19,161	20,078	21,052	***
<u>Clerk/Typists</u>						
Hourly	7.4865	7.6650	7.8467	8.1466	8.8463	***
Approximate Annual	15,572	15,943	16,321	16,945	18,400	***

(b) January 1, 1996:

Classification		Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
<hr/>							
<u>Detective</u>	Hourly	14.7743	15.1334	16.6807	***	***	***
	Approximate Annual	30,731	31,478	34,696	***	***	***
<u>Corporals</u>	Hourly	13.7789	14.1025	14.4313	15.1097	15.8939	***
	Approximate Annual	28,660	29,333	30,017	31,428	33,059	***
<u>Deputies</u>	Hourly	12.5553	***	13.2287	13.8713	14.4104	15.1769
	Approximate Annual	26,115	***	27,516	28,852	29,974	31,568
<u>Correctional Officers</u>	Hourly	11.6172	***	12.4178	13.1182	13.7172	14.5390
	Approximate Annual	24,164	***	25,829	27,286	28,532	30,241
<u>Dog Law Officers</u>	Hourly	10.9031	11.1481	11.3990	12.1137	12.5416	12.6829
	Approximate Annual	22,678	23,188	23,710	25,197	26,087	26,380
<u>Clerk/Dispatchers</u>	Hourly	9.2591	9.6166	9.9741	10.7443	11.5738	***
	Approximate Annual	19,259	20,002	20,746	22,348	24,074	***
<u>Intake Officer</u>	Hourly	8.9704	9.1837	9.3962	9.8461	10.3234	***
	Approximate Annual	18,658	19,102	19,544	20,480	21,473	***
<u>Clerk/Typists</u>	Hourly	7.6362	7.8183	8.0036	8.3095	9.0232	***
	Approximate Annual	15,883	16,262	16,648	17,284	18,768	***

(c) January 1, 1997:

Classification		Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
<hr/>							
<u>Detective</u>	Hourly	15.0698	15.4361	17.0143	***	***	***
	Approximate Annual	31,345	32,107	35,390	***	***	***
<u>Corporals</u>	Hourly	14.0545	14.3846	14.7199	15.4119	16.2118	***
	Approximate Annual	29,233	29,920	30,617	32,057	33,720	***
<u>Deputies</u>	Hourly	12.8064	***	13.4933	14.1487	14.6986	15.4804
	Approximate Annual	26,637	***	28,066	29,429	30,573	32,199
<u>Correctional Officers</u>	Hourly	11.8495	***	12.6662	13.3806	13.9915	14.8298
	Approximate Annual	24,647	***	26,346	27,832	29,102	30,846

Classification		Start	After 6 Months	After 1 Year	After 2 Years	After 3 Years	After 4 Years
<u>Dog Law Officers</u>							
	Hourly	11.1212	11.3711	11.6270	12.3560	12.7924	12.9366
	Approximate Annual	23,132	23,652	24,184	25,700	26,608	26,908
<u>Clerk/Dispatchers</u>							
	Hourly	9.4443	9.8089	10.1736	10.9592	11.8053	***
	Approximate Annual	19,644	20,403	21,161	22,795	24,555	***
<u>Intake Officer</u>							
	Hourly	9.1498	9.3674	9.5841	10.0430	10.5299	***
	Approximate Annual	19,032	19,484	19,935	20,889	21,902	***
<u>Clerk/Typists</u>							
	Hourly	7.7889	7.9747	8.1637	8.4757	9.2037	***
	Approximate Annual	16,201	16,587	16,980	17,629	19,144	***

Section 17.1. Straight Time Rate of Pay. The phrases "straight time rate of pay"; "regular rate of pay"; "regular straight time rate of pay"; "straight time regular rate of pay, exclusive of all premiums"; "straight time regular rate of pay"; "regular straight time hour rate"; or "straight time regular hourly rate" or similar phrases whenever used in this Agreement shall mean the sum arrived at by dividing the employee's annual salary by 2,080 hours.

UNIFORMS, SAFETY, AND EQUIPMENT

Section 18.0. Operational Procedures. The Employer, the Union, and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide law enforcement assistance to the citizens of Lenawee County. Bearing this in mind, the Employer shall always consider the personal safety of the employees in establishing operational procedures.

Section 18.1. Safety Protests. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the supervisor to perform the work involved the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to take out any vehicle which has already been written up as 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 18.2. On-Duty Injuries. 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 18.3. Accidents and Equipment Defects. Any employee involved in any accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make

out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. It is also the duty of the employee to immediately, or at the end of his shift, report all defects of equipment. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 18.4. Equipment Losses. Employees shall not be charged for loss or damage to the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless such loss or damage is due to the employee's negligence.

Section 18.5. Safety Committee. The Bargaining Committee shall also function as the Union's representatives on the Safety Committee. In addition to the Union's representatives, the Safety Committee shall have two (2) Employer representatives appointed by the Sheriff. The Safety Committee shall meet annually for the purpose of discussing safety rules and regulations, with the understanding that the Sheriff has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

Section 18.6. Uniforms and Equipment. The County shall provide such uniforms and equipment as the Sheriff and the County shall determine is necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment as may be established by the Sheriff from time-to-time. An annual list of the type of equipment furnished to employees in the Deputy and Detective classifications shall be furnished to the Union by the Employer. Detectives required to wear civilian clothing will be given an allowance of two hundred and seventy-five dollars (\$275.00) as soon as practical following January 1 of each year to purchase such civilian clothing. Detectives who quit, retire, are discharged, or otherwise have their employment relationship with the Employer severed on or before December 31 of any year shall be required to repay the Employer a prorated portion of the civilian clothing purchase allowance previously paid to them. The Employer shall assume the cost of the necessary cleaning of such uniforms and the civilian clothing worn by Detectives in the performance of their duties under such rules as the Sheriff may prescribe.

SPECIAL CONFERENCES

Section 19.0. Special Conferences. Special conferences for important matters of mutual concern not normally subject to the Grievance and Arbitration Procedures under this Agreement may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. Not more than two (2) representatives of the Employer and two (2) employee representatives of the Union shall attend such conferences. Non-employee representatives may be present if required by either party. If possible, such conferences shall be scheduled within ten (10) working days following a written request for a conference. The Employer agrees to pay for all reasonable time lost by one (1) employee Union representative during his regular working hours while attending such conferences. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise alter or change the terms of this Agreement.

MISCELLANEOUS

Section 20.0. Address Changes. An employee shall notify the Sheriff in writing of any change in name or address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his record for all purposes involving his employment.

Section 20.1. Bonds. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premium shall be paid by the County.

Section 20.2. Bulletin Board. The Employer will provide bulletin board space which may be used by the Union solely for the purpose of posting notices relating to the affairs of the Union and its members. The Employer reserves the right to police the bulletin board for offensive material.

Section 20.3. Copies of Agreement. The Employer will provide all employees with a copy of this Agreement.

Section 20.4. Information. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee consent and with an Employer representative present.

Section 20.5. Pay Periods. The Employer shall provide for bi-weekly or 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 20.6. Payroll Deductions. Deductions shall be made at the employee's direction for Government Bonds and for the LENCO-Ed Credit Union, subject to such rules and regulations regarding such deductions as may be established by the Employer.

Section 20.7. Retroactivity. Other than Section 17.0, no provision of this Agreement shall be retroactive to a date earlier than the date when this Agreement was ratified by both parties (March 27, 1995).

Section 20.8. Separability. If any provision of this Agreement is in conflict with any existing or future State or Federal law, such provision shall become inoperative, but the validity of the remainder of this Agreement shall not thereby be impaired and shall remain in full force and effect.

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

Section 20.9. Subcontracting. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently

performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other person or 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. The prohibitions contained in this Section shall not apply if the determination to engage in subcontracting was due to the allocation or reallocation, including for reasons of economy, of the level of funding made available to the Sheriff's Department by the Board of Commissioners, the unavailability of trained employees, machines, or equipment within the bargaining unit to perform the required work, or the need to improve the efficiency of the operations subcontracted.

Section 20.10. Tuition Reimbursement.

(a) The Employer will reimburse regular full time employees attending study courses on their own time as detailed under subsection (b) provided:

(1) The desired study course has been approved by the Sheriff and the Administrator's Office as a course designed to assist the employee in developing skills required in the pursuit of his employment with the Department;

(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 fifty percent (50%) of the cost of tuition on successful completion of an approved study course;

(2) Employees who wish to retain the textbooks purchased for the study course may be reimbursed up to fifty percent (50%) of the cost upon successful completion of an approved study provided the textbooks were not available from the County Library;

(3) Employees may be reimbursed for up to one hundred percent (100%) of the cost of required textbooks on successful completion of the study courses provided the textbooks are requested by the County Library. Such County Library textbooks will be made available to employees for home study when not in use by an employee enrolled in a study course;

(4) Reimbursement for purchases of textbooks available from the County Library will not be made;

(5) Employees shall be reimbursed for one hundred 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 twenty percent (20%) per year for each year of employment with the Employer by the employee following the date of reimbursement;

(2) If the employee terminates his employment before working five (5) years from the date of the loan, the 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.

SCOPE OF AGREEMENT

Section 21.0. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings, individual or collective in nature, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not 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 the parties at the time they negotiated or signed this Agreement.

TERMINATION

Section 22.0. Duration. This Agreement shall continue in full force and effect from January 1, 1995 to and including December 31, 1997, 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, 1998 or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement. This Agreement shall remain in full force and effect during the period of negotiations until terminated as provided hereinafter.

If notice of its intention to modify or amend has been given at least sixty (60) days prior to January 1, 1998 or any anniversary 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, 1998, following said notice of intention to modify or amend.

SHERIFF OF LENA WEE COUNTY

Richard L. Bernard

POLICE OFFICERS LABOR
COUNCIL

Tommy Greene

LENA WEE COUNTY BOARD OF
COMMISSIONERS

Luell Eisenmann

GARY CRANE

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