

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE EATON COUNTY BOARD OF COMMISSIONERS,
THE SHERIFF OF EATON COUNTY,**

AND

**THE CAPITOL CITY LODGE #141,
THE FRATERNAL ORDER OF POLICE, LABOR PROGRAM, INC.,
COMMAND OFFICERS DIVISION,
EATON COUNTY SHERIFF DEPARTMENT**

OCTOBER 1, 2006 - SEPTEMBER 30, 2009

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2007, by and between the EATON COUNTY BOARD OF COMMISSIONERS, and the SHERIFF OF EATON COUNTY, together hereinafter called the "Employer", and the CAPITOL CITY LODGE #141, THE FRATERNAL ORDER OF POLICE, LABOR PROGRAM, INC., COMMAND OFFICERS' DIVISION, EATON COUNTY SHERIFF DEPARTMENT, hereinafter called the "Lodge".

WITNESSETH

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 and of Act 336, Public Acts of 1947, as amended, the parties hereto have engaged into collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees in the job classifications of Corrections Sergeant, Corrections Lieutenant, Sergeant, Lieutenant, Captain, and Chief Deputy, and have agreed as follows:

ARTICLE 1
RECOGNITION

Section 1. Collective Bargaining Unit. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Lodge as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy, any of the job classifications set forth in Appendix "A" attached hereto.

Section 2. Other Agreements. The Employer shall not enter into any agreement with one or more of the employees in the bargaining unit or with any other organization which in any way conflicts with the provisions hereof, however the parties may enter into written letters of understanding if properly authorized by their respective agents.

ARTICLE 2
BARGAINING COMMITTEE

Section 1. Bargaining Committee. The Employer agrees to recognize not more than three (3) individuals designated as the Bargaining Committee, which shall include the President and Division Director of the Lodge. The Bargaining Committee members shall be permanent employees in the bargaining unit and shall have been employed in the unit for at least one (1) full year. The Lodge retains the right to have up to two (2) non-employee representatives.

The Lodge shall furnish the Board, in writing, a list of its designated Bargaining Committee.

Section 2. Computed As Hours Worked. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would have otherwise worked on a regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the bargaining committee member.

ARTICLE 3
LODGE SECURITY AND CHECKOFF

Section 1. Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Lodge at that time shall be required, as a condition of continued employment, to continue membership in the Lodge or pay a representation fee to the Lodge for the duration of this Agreement.

Section 2. Lodge Membership. Employees covered by this Agreement who are not members of the Lodge, shall be required as a condition of continued employment to become members of the Lodge or to pay a representation fee to the Lodge, and such condition shall be required for the duration of this Agreement.

Section 3. Commencement of Dues. Employees promoted into the bargaining unit shall be required as a condition of continuing employment to become members of the Lodge or to pay a representation fee to the Lodge for the duration of this Agreement commencing on the first full pay period following the promotion. New employees shall be required to do the same commencing on the first full pay period following the completion of the probationary period.

Section 4. Compliance. Employees shall be deemed to have complied with the terms of this Section if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 5. Maintenance of Membership. The Lodge shall notify an employee who has not paid his dues or representation fee by certified mail with a copy to the Employer. If said employee does not pay the dues or representation fee within (30) days after said notice is received, the Lodge shall notify the Employer by certified mail of this omission. Fifteen days after receipt of notification by the Lodge, the Employer shall terminate said employee.

Section 6. Checkoff. The Employer agrees to deduct the Lodge's dues from the wages of each individual employee in the bargaining unit who voluntarily becomes a member of the Lodge, subject to the following subsections:

(a) The Lodge shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof.

(b) All checkoff authorization forms shall be filed with the Employer's Controller's Office who shall return any incomplete or incorrectly completed forms to the Lodge's Treasurer and no checkoff shall be made until such deficiency has been corrected.

(c) All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due the Lodge as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, State, National, Lodge or other dues or assessments. The fair share representation fee shall be that amount which the Treasurer of the Lodge so notifies the Employer.

(d) The Employer shall checkoff only those obligations that come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if the employee has duplicated a checkoff deduction by direct payment to the Lodge.

(e) The Employer's remittance will be deemed correct if the Lodge does not give written notice to the Employer's Controller within four (4) calendar weeks after the remittance is sent of its belief, with reasons stated therefore, that the remittance is not correct.

(f) The Lodge shall provide at least thirty (30) days written notice to the Controller, of the Employer, the amount of Lodge dues and/or representation fee to be deducted from the wages of employees in accordance with this Section. Any change in the amounts determined will also be provided to the Controller, in writing, at least thirty (30) days prior to its implementation. Checkoff Authorization Forms signed by each

affected employee should accompany any notification of initial dues or representation fees deduction as well as any change in said dues or representation fees deductions.

Section 7. Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Lodge, or where a deduction is not in conformity with the provisions of the Lodge Constitution or By-Laws, refunds to the employee will be the sole responsibility of the Lodge and will be made promptly by the Lodge.

Section 8. Objection. Any employee who has a good faith religious objection to the requirements of this Article due to a tenet of his religion or other reasoned grounds arising out of deep personal convictions shall not be subject to those requirements. The reasonableness of the employee's position shall be subject to the Grievance Procedure.

Section 9. Save Harmless. The Lodge agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or any form of liability to anyone arising out of any of the provisions of this Article, including deduction from any employee's pay of Lodge dues and/or representation fees, and also including anything done in reliance on any list, notice, certification, or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition deductions so made once they have been sent to the Lodge.

Section 10. Laws-Court Rulings. The Employer shall be required to make dues and fees deductions only as long as it may legally do so.

ARTICLE 4
RIGHTS OF THE BOARD AND THE SHERIFF

Section 1. Management Rights. The management of the business of the Sheriff's Department is vested exclusively in the County and the Sheriff, and they reserve to them all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the Sheriff's Department business and of the employee of the County.

Section 2. Enumerated Rights. This shall include, among others; the right to hire new employees; to direct the working force; to discipline, suspend, or discharge for just cause; to establish classifications; to layoff employees because of lack of work, or for other legitimate reasons; to combine or split up divisions, sections, or units within the Department; to make reasonable rules and regulations not inconsistent with the provisions of this Agreement; to decide on the functions to be performed and what work is to be performed by the County or outside agencies; to subcontract, if necessary; or to establish standards of quality all of which shall be subject to the applicable express provisions of this Agreement.

Section 3. Not Inclusive. The above rights are not all inclusive, but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the County and Sheriff's Department.

ARTICLE 5
SALARIES

Effective October 1, 2006, up to and including September 30, 2009, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect. In no event shall salaries of employees be reduced, unless agreed to by both parties or through collective bargaining. The Corrections Sergeant's salary rate shall be ninety seven percent (97%) of the Sergeant's Salary rate and the Corrections Lieutenant's salary rate shall be ninety seven percent (97%) of the Lieutenant's salary rate.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement the term "Grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement, or the Rules and Regulations of the Sheriff's Department.

Section 2. Grievance Content. All grievances shall be in writing and shall include time, date, alleged contractual violation(s) or written rule(s) or regulation(s) that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the grievant and/or Lodge representative.

Section 3. Time Limits. The time limits established by the grievance procedure shall be followed by the parties and may only be extended by mutual agreement in writing.

Section 4. Forfeiture. In the event a grievance is not timely filed or advanced from one step of the grievance procedure to the next, the grievance will be considered as permanently denied or settled on the basis of the Employer's last answer. Failure of the Employer to respond to a grievance, at any stage, within the time limits specified, shall be considered a denial of the grievance and the grievance may be processed to the next step, including arbitration, provided the grievance is advanced timely from the last day that the Employer's answer was due.

Section 5. Day Defined. Whenever "day" is used, it shall mean the weekdays of Monday through Friday, inclusive except for scheduled holidays, which shall be excluded. A day shall constitute an entire twenty-four (24) hour period.

Section 6. Signed Resolution. The Grievance Procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance. This final answer shall be signed by all parties involved or a representative of the parties involved.

(a) The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement, or the Rules and Regulations of the Sheriff's Department.

(b) The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the employer's rights to manage and direct its work force unless there is contained in the Agreement a specific and explicit limitation of those rights, or to infer from any provision of this Agreement any limitation of those rights.

(d) Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the case.

(e) The Arbitration Association's administrative fee and other charges as well as the arbitrator's charges for his services and expenses shall be shared equally between the Employer and the Lodge.

(f) The arbitrator's decision, on the arbitrable matter within his jurisdiction, shall be final and binding upon all parties.

(g) Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.

suspension without pay will only be used in cases where the Sheriff, within his sole discretion, feels the circumstances are of a serious nature.

ARTICLE 21
SEVERABILITY PROVISION

Section 1. Savings Clause. Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation or by a decree by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation or such part or position of this Agreement shall not invalidate the remaining portions thereof.

Section 2. Negotiations. The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any part hereof contained which has been declared illegal as referred to in Section 1.

ARTICLE 22
WRITTEN AGREEMENTS

There are no understandings or agreements or past practices which are binding either upon the Employer or the Lodge other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Lodge until it has been reduced to writing and signed by both the Employer and the Lodge.

ARTICLE 23
COMPLETE AGREEMENT

It is hereby agreed that this Agreement is the complete understanding between the parties. Any subject whether discussed during negotiations or not shall not be negotiated during the life of this Agreement, except by mutual agreement by the Employer and the Lodge.

ARTICLE 24
MISCELLANEOUS

Section 1. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make a reasonable effort to place the employee in a position either in or out of the bargaining unit that he is physically and mentally able to perform.

Section 2. Special Conferences. Special conferences for important matters, including safety, will be arranged between the Lodge and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between one (1) or more representatives of the Employer and one (1) or more representatives of the Lodge. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a weekday.

Section 3. Equality of Treatment. It is agreed by the Employer and the Lodge that the County is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Lodge and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the County in all phases of the employment process.

Section 4. Name or Address Changes. An employee shall notify the Employer in writing of any change in last name or street 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 street address shown on his record for all purposes involving his employment.

ARTICLE 25
LODGE REPRESENTATION

Section 1. Representation. Employees shall be represented by two (2) Division Officers, a Division President and a Division Director and/or two (2) alternate Stewards. At the direction of the Division President, the alternate Stewards shall represent the employees.

Section 2. General Rules. The authority of the Officer, or alternate Steward, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Sheriff, or Undersheriff, or immediate supervisor, in their absence to do so. The Sheriff shall grant permission within a reasonable time, after the first hour of the shift, for such Officer or alternate Steward to leave his work for these purposes subject to overriding work consideration. The privilege of such Officer or alternate Steward leaving his work during hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The Officer or alternate Steward, may be required to record time spent. All such Officers or alternate Stewards will perform their regular duties in addition to the handling of grievances provided herein.

Section 3. Notice to the Employer. The Lodge will furnish the Employer with the names of its Officers and Stewards who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times

be advised as to the authority of the individual representatives of the Lodge with which it may be dealing.

ARTICLE 26
GENDER

The use of the male gender herein shall include the female, and vice versa.

ARTICLE 27
HEADINGS

Any headings used in the Agreement are for description purposes only and neither add to nor subtract from the language of the Articles or Sections they head.

ARTICLE 28
JURY DUTY LEAVE

Employees required to appear for jury qualifications or jury service and who have been notified of such subsequent to their hire date shall be granted leave with regular pay; however, any money earned as a juror, except the money received for mileage and meals, shall be turned over to the County. Such hours shall not be counted for computing overtime or other premium pay. To qualify for jury duty pay, an employee must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon his release from jury service each day.

ARTICLE 29
USE OF PERSONAL VEHICLES

Section 1. Mileage Allowance. Employees who are authorized to use their own personal automobile in the performance of their duties shall receive mileage reimbursement based on the most current available rate, and any updates thereof, set by the Internal Revenue Service. The Employer reserves the right to require an employee to use a County vehicle, if available. Nothing in this Section prohibits the Employer from permitting an employee to utilize his own vehicle without reimbursement where it is the employee's preference to do so.

Section 2. Mileage for Court Duty. Mileage for Court Duty shall not include the round trip distance the employee regularly drives from his home to his work site and back home again.

ARTICLE 30
NEW JOB CLASSIFICATION

Section 1. Written Notice to Lodge. In the event the Employer establishes a new classification which cannot be properly placed in the existing classification and rate structure, the Lodge will be notified in writing.

Section 2. Employer Established Rate. The Employer will, after written notice to the Lodge, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Lodge. During this period, the Lodge may request in writing a meeting with the Employer to review the temporary rate. If a rate cannot be agreed upon, the parties' dispute with regard to same may be submitted to mediation and, if necessary, can be appealed to the Grievance Procedure at Step 2. Such appeal shall preclude submission of a new classification rate to arbitration under Public Act 312 or any other statutory procedure.

Section 3. Retroactivity. If a new rate is agreed upon, it shall be applied retroactively to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE 31
FITNESS PROGRAM

Section 1. Voluntary Fitness Program. The Employer shall make available to interested employees a voluntary physical fitness program.

Section 2. Tobacco Products. The use of tobacco products is not allowed within patrol vehicles or County Buildings.

ARTICLE 32
DURATION

Section 1. Length of Contract. This Agreement shall remain in full force and effect until September 30, 2009 at 11:59 p. m. and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing one hundred twenty (120) days prior to the expiration date of this Agreement, or any anniversary thereof.

Section 2. Amendment/Modification. Upon mutual agreement of the parties, this contract may be amended or modified at any time during its term.

IN WITNESS HEREOF, parties hereto have set their hands and seals this _____ day of _____, 2007.

**THE CAPITOL CITY LODGE #141
THE FRATERNAL ORDER OF POLICE**

**EATON COUNTY
BOARD OF
COMMISSIONERS**

By _____
Jeff Warder, Division President

Joseph Brehler, Chairman

Tom Krug, Executive Director

Fran Fuller, Clerk

Steven T. Lett, Attorney

SHERIFF OF EATON COUNTY

Mike Raines, Sheriff

**APPENDIX A
SALARY SCHEDULE**

<u>CLASSIFICATION</u>	<u>10/1/2006</u>	<u>4/1/2007</u>	<u>10/1/2007</u>	<u>10/1/2008</u>
Chief Deputy	\$65,387	\$66,041	\$67,692	\$69,384
Captain	\$62,273	\$62,896	\$64,468	\$66,080
Lieutenant	\$59,309	\$59,902	\$61,400	\$62,935
Corrections Lieutenant	\$57,530	\$58,105	\$59,558	\$61,047
Sergeant	\$54,311	\$54,854	\$56,225	\$57,631
Corrections Sergeant	\$52,682	\$53,209	\$54,539	\$55,902

APPENDIX B **PROMOTIONS**

Section 1. Definition. The purpose of this Appendix is to establish an approved system for promotion for the position of Sergeant to Lieutenant and for the position of Corrections Sergeant to Corrections Lieutenant exclusively.

Section 2. Posting. Notices of a promotional opening will be posted for a period of seven (7) calendar days and employees wishing to fill such positions shall submit a letter of application to the Sheriff via the chain of command during the said seven (7) day period.

Section 3. Program Weight. Scores will be based upon the written examination, an Assessment Center or Modified Assessment Center and Seniority within Command Unit.

- (a) Written examination: 50 points
- (b) Assessment Center/Modified Assessment Center: 90 points.
- (a) Seniority Within Command Unit: Will be scored as a factor in this rating as 1 point per year to a maximum of ten (10) points.

Section 4. Roster. For each rank position, a roster of selection will prevail. This means that scores will be in consecutive order, with the Sheriff having the option to promote a person for each position from the three (3) highest scores.

Section 5. Examination Period. Promotion exams will be given as the need arises except that every time there are promotional exams a two (2) year eligibility roster will be made and any time a promotional opening occurs during this two (2) year period the Sheriff will choose a person from this roster in accordance with Section 4. Once this

roster expires no new roster will be made until the need arises in conjunction with promotional exams.

Section 6. Job Probation. All promoted employees shall be on probation for a period of six (6) months immediately following promotion. During such probationary period, the Sheriff may, demote the employee to his former rank for just cause or the employee may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank or position. After completion of the probationary period, an employee may be demoted for just cause.

Section 7. Notification. Examination notices for all competitive promotions shall be posted on the bulletin boards throughout the Department for a minimum of fifteen (15) days prior to the examination date. Subjects to be covered in the written and oral exams shall also be posted fifteen (15) days prior to the examination date.

Section 8. Eligibility. (a) Lieutenant: Must be a Sergeant currently and have completed the required probationary period in the Eaton County Sheriff's Department as a Sergeant. Any employee promoted into the bargaining unit after January 1, 1995 must also have a Bachelor's Degree from an accredited College or University.

(b) Corrections Lieutenant: Must be a Corrections Sergeant currently and have completed the required probationary period in the Eaton County Sheriff's Department as a Corrections Sergeant. Any employee promoted into this bargaining unit after January 1, 1995 must also have a Bachelor's Degree from an accredited College or University.

Section 9. Written Examination. The content of any written examination will be developed by a method agreed to mutually by the parties. The written examination will be appropriate to the position being considered. Only the top eight (8) employees who

score the prescribed minimum or above on the written examination, as determined by the testing agency, will be eligible to participate in the Assessment Center.

Section 10. Assessment Center/Modified Assessment Center. The Assessment Center will be scheduled when a promotional opening is posted. The Sheriff will determine what established assessment agency will be utilized for this process.

Section 11. Oral Board. An Oral Board may be conducted by the Assessment Center.

Section 12. Exam Procedure. Any employee has the right to examine the results of his own written examination and the Assessment Center. These documents are confidential and they cannot be removed from the files except as set forth hereafter: The contents of promotional documents will be made known only to the Sheriff and his designee and the employee himself or his designee. The total final score of each participant will be ranked and the list made available to each contestant.

Section 13. Promotional Process for the Classification of Captain and Chief Deputy. The Sheriff shall select employees for the position of Captain or Chief Deputy from the bargaining unit personnel who apply for the position except for probationary Sergeants. Any employee promoted into this Bargaining Unit after January 1, 1995 must have a Bachelor's Degree from an accredited College or University to be eligible for promotion. Notices of a promotional opening will be posted for a period of seven (7) calendar days and employees wishing to fill such position shall apply in writing to the Sheriff during the said seven (7) day period. If the promoted employee does not successfully complete a six month probationary period he shall revert to his former rank.

No other provision of this Appendix B shall apply to this Section.

SETTLEMENT

Wages covered under this Agreement shall be effective for the first full pay period after October 1, 2006. All other provisions of the contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF EATON,
THE EATON COUNTY SHERIFF
AND
THE FRATERNAL ORDER OF POLICE
CAPITOL CITY LODGE #141, COMMAND OFFICERS DIVISION
HEALTH INSURANCE – OPTICAL COVERAGE

The County of Eaton, Office of the Sheriff and the Capitol City Lodge No. 141 of the Fraternal Order of Police Command Officers Division hereby agree to the following:

Optical coverage will be included as part of the County's Health Insurance program at the employee's expense. The current monthly rates are as follows:

Single - \$3.40
Double - \$7.64
Family - \$9.49

The monthly rates shall be adjusted every January 1st by the County's insurance carrier. The optical coverage is contingent upon all seven of the County's collective bargaining units as well as the non-union employees agreeing to pay the appropriate premium.

Agreed to this _____ day of _____, 2007.

For the County of Eaton:

For the Union:

Joseph Brehler, Chairman
Board of Commissioners

Jeff Warder
President

Date _____

Date _____

Mike Raines, Sheriff

Thomas L. Krug, Executive Director

Date _____

Date _____

Steven T. Lett, Attorney

Date _____