



AGREEMENT BETWEEN

THE

COUNTY OF MONROE,

THE MONROE COUNTY SHERIFF

AND THE

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Deputy Sheriffs)

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011

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AGREEMENT

THIS AGREEMENT, effective as of May 13, 2008 by and between the County of Monroe ("County"), the Sheriff of Monroe County ("Sheriff") and the Police Officers Association of Michigan ("POAM or Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County, the Sheriff, the employees and the POAM.

The parties recognize that the essential public service here involved and the interest of the community and the job security of the employees depend upon the County's and Sheriff's success in establishing and maintaining a proper and uninterrupted service to the community.

The parties mutually recognize their responsibility to the public requires that any disputes arising between them be adjusted and settled in an orderly manner without an interruption of service.

To these ends, the County, the Sheriff, and the POAM encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE I RECOGNITION

1.1: The Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the County and the Sheriff hereby recognize the POAM as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for the following employees: Deputy Sheriffs.

1.2: Definitions. For purpose of this Agreement, certain words and phrases, wherever they appear herein, shall be deemed to have the following meaning, unless a contrary meaning is clearly evidenced by the context in which the words or phrases are used:

A. "County" - The Board of Commissioners of Monroe County, Michigan, and its designated agents or representative.

B. "Sheriff" - The duly elected or appointed Sheriff of Monroe County Michigan, or someone designated by him to act for him under the terms of this Agreement.

C. "POAM" - The Police Officers Association of Michigan and its designated agents or representatives.

D. "Bargaining Unit" - As outlined in Section 1.1 of this Agreement.

E. "Employee" - Members of the Monroe County Sheriff's Office included in the bargaining unit.

F. "Union" - Same meaning as the term POAM.

G. "Temporary Employee" - A temporary employee shall be defined as an employee who is hired for a specified period of time, not to exceed six (6) months in any one (1) year; or an employee who is scheduled to work less than twenty (20) hours in a calendar week. An agreement to hire temporary employees must be reached between the Union and Employer before temporary employees are hired.

H. References to Gender: All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

1.3: Extra Contract Agreement. The County, the Sheriff and the POAM agree 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 said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE II NON-DISCRIMINATION

2.1: The parties agree that there shall be no discrimination against any employee in connection with the application of this Agreement because of race, religion, disability, national origin, ancestry, color, age, or sex.

ARTICLE III UNION SECURITY

3.1: POAM Membership - Agency Shop. All employees hired on or after the signing of this Agreement by the parties and as a condition of continued employment by the County shall either:

A. Sign and deliver to the County an assignment authorizing deduction of membership fee and regular dues commencing with completion of a thirty (30) day period from the date of hire;

B. It is understood the POAM will represent these employees during their probationary period for hours, wages and conditions of employment;

C. Those employees who are currently on the payroll and who have completed the period mentioned above and who are not members of the POAM must cause to be paid to the POAM a representation fee equivalent to the initiation fee and dues of the POAM by authorizing the deduction of such in writing within thirty (30) days of the date of this Agreement, whichever is later.

In the event that any employee shall fail to comply with either of the three (3) preceding subparagraphs, the County, upon receiving a signed statement from the POAM indicating the employee has failed to comply therewith, shall immediately notify said employee that his services shall be discontinued within thirty (30) days of the date of said notice. The refusal of any employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

3.2: Deduction of Dues and Fees. The County shall forward to the Treasurer of the Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949 all dues and representation fees deducted from the employees pursuant to the authorization within thirty (30) days after such deduction has been made, together with a list of the names of those employees for whom the deductions have been made.

3.3: Indemnity Agreement. The POAM agrees to indemnify and save the County and the Sheriff harmless against any claims, demands, suits, and any and all other forms of liability which may attach or accrue to the County or the Sheriff by reason of any challenge to the validity or legality of the provisions of Sections 3.1 and 3.2 of this Agreement.

ARTICLE IV MANAGEMENT RIGHTS

4.1: The POAM recognizes that the management of the operations of the Sheriff's Office is solely a responsibility of the Sheriff. However, this Agreement derives its statutory basis from the Michigan Public Employment Relations Act 379, P.A. 1965 shall be pursuant thereof, and shall supersede any prior law, ordinance, rule or regulation to the contrary.

Included in the rights of the Sheriff and/or County is the right to remove, demote, discipline and discharge for just cause only, thus giving reasonable assurance that continuity of employment is based upon performance of available work assignments, and adherence to

reasonable rules of conduct, and not personal political preferences, arbitrary actions, or other unreasonable yardsticks for disciplinary considerations.

The POAM recognizes the right of the Sheriff to make reasonable rules and regulations, not in conflict with this Agreement, as the Sheriff may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the Sheriff's Office and to require compliance therewith by the employees. The County may also make rules and regulations in accordance with its statutory authority. The POAM reserves the right to question the reasonableness of the rules and regulations through the Grievance Procedure and through the arbitration procedure hereinafter provided.

In addition to all such rights conferred by law, the County and the Sheriff reserve the right to manage their affairs efficiently and economically, including, but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work; the right to purchase work, processes or services of others; the selection, procurement, design, engineering and control of equipment and materials; the right to determine the discontinuance of any services, material or methods of operation; the right to determine the quantity and quality of service; the right to hire, to suspend or discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties; to adopt, revise and enforce working rules and regulations, subject to express provisions of this Agreement as herein set forth.

ARTICLE V UNION REPRESENTATION

5.1: Bargaining Committee. The employees shall be represented by a Bargaining Committee of four (4) members, one of whom shall be the Chairperson, who shall be elected in any manner determined by the employees. All members of the Bargaining Committee shall be seniority employees of the Sheriff's Office. The Bargaining Committee shall represent the employees in connection with negotiations leading to this collective bargaining agreement and any amendments, modification, renewals or replacement of this collective bargaining agreement. The POAM, the County and the Sheriff may each have such outside representatives as they may choose present in connection with meetings between them and the Bargaining Committee.

5.2: Union Representative. The members of the Bargaining Committee shall also serve as Union Representatives for the purpose of administering this Agreement in accordance with the Grievance Procedure established herein. The Bargaining Committee may designate alternates to act as Union Representatives on shifts or in areas where no regular Union Representative is scheduled or available.

A. Union Representative's Authority. The authority of a Union Representative and alternates, so designated by the POAM, shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure set forth in this Agreement.

B. Union Representative's Grievance Investigation. Union Representatives, during working hours, without loss of time or pay, may, in accordance with the terms of this Section, investigate legitimate grievances in accordance with the Grievance Procedure set forth in this Agreement and present such grievances in the manner provided herein. An employee who wishes to discuss a grievance with his Union Representative shall notify his supervisor and the supervisor shall notify the Union Representative's supervisor that his presence is required. The Union Representative shall not leave his assigned work until he has been notified by his supervisor that his presence is required in connection with the handling of a grievance. Permission to leave work for purposes of investigating a grievance shall not be unreasonably withheld. To the extent possible, grievance investigation, shall take place at the beginning or end of the shift. The Union Representative shall be permitted a reasonable time to investigate, present and process such grievances. The Union Representative shall record and file with his supervisor the time of leaving and returning to work in connection with this section. The rights granted under this section shall not be abused. In the event an employee is suspended or discharged, the Sheriff will make available his Union Representative or alternate, before requiring the employee to leave the premises, providing such Union Representative is on duty and available.

5.3: Designation of Representatives. Promptly following the effective date of this Agreement, the POAM and the Sheriff shall provide to each other a written list of names and titles of their respective representatives and will, from time to time as changes occur, provide prompt notice of such changes.

ARTICLE VI GRIEVANCE PROCEDURE

6.1: Definition of Grievance. A grievance shall be deemed to exist only whenever there develops a disagreement between the County or the Sheriff and one or more of the employees represented by the POAM as to the interpretation, application or alleged violation of specific provisions of this Agreement.

6.2: Settlement of Grievances. All grievances shall be settled in accordance with the Grievance Procedure set forth below:

Step 1. Any employee having a grievance shall first take up the matter with his immediate supervisor. If the grievance is not settled during the work day it is discussed at Step 1, it shall be reduced to writing and signed by the grievant within ten (10) work days after discussion with the supervisor. If a grievance relates to a matter affecting several employees in a

like manner, it may be signed by one affected employee and by mutual agreement may be moved automatically to Step 2.

Step 2. The written grievance shall be discussed between the grievant and the Sheriff or his designated representative. The grievant's steward shall be present during such meeting. The Sheriff or his designated representative shall give his written decision on the grievance within the next ten (10) work days following this Step 2 discussion.

Step 3. In the event the grievance is not satisfactorily settled in Step 2, either party may request that the grievance be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the provisions of Section 6.3. Notice of such request for arbitration must be indicated on the grievance report form as used by the parties as well as filed in writing with the Sheriff and the Human Resources Director within ten (10) days after the date of Step 2 answer. If such request for binding arbitration is not made within such ten (10) day period, the grievance will be considered closed on the basis of the Step 2 answer.

6.3: Arbitration Procedure. In the event the matter is appealed to arbitration as provided in Step 3 of the Grievance Procedure, such arbitration shall be conducted in accordance with the procedure set forth below.

A. The parties may mutually agree upon an arbitrator to hear the grievance provided they do so within ten (10) work days after the filing of request for binding arbitration as stated in Step 3 above.

B. If the parties are unable to mutually agree upon an arbitrator within such ten (10) work day period as stated above, then the party seeking arbitration shall within fifteen (15) work days after filing the request for binding arbitration submit a request for a list of arbitrators to the Federal Mediation and Conciliation Service. The arbitrator shall thereafter be selected in accordance with the rules of the Federal Mediation and Conciliation Service in effect as of the time of such request.

6.4: Arbitration Proceedings. After selection of the arbitrator, whether by mutual agreement or through the use of the Federal Mediation and Conciliation Service, the arbitration proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service relating to the arbitration of grievances.

6.5: Arbitration Costs. The arbitrator's fees and expenses shall be paid by the party (POAM or County) against whom the arbitrator's decision shall be rendered, provided, however, that the arbitrator, in the event there is more than one issue involved or in the event that the decision of the arbitrator is not entirely in favor of one party or against the other party, shall have the right to apportion the expenses of arbitration and they shall be borne accordingly by the POAM and the County. The POAM and County shall be responsible for their own expenses, if any, in connection with the arbitration proceedings.

6.6: Power of the Arbitrator. The decision of the arbitrator must be based on an interpretation of one or more of the provisions of this Agreement or any supplement or amendment thereto. The arbitrator shall have no power to add to, take from, modify or alter this Agreement or any supplement or amendment thereto. Any matter submitted to arbitration over which the arbitrator has no power to rule shall be referred back to the parties without decision.

6.7: Effect of Arbitrator's Decision. The arbitrator's decision shall be final and binding on the County, the Sheriff, the POAM and any employee or employees involved, and cannot be changed by any individual.

6.8: Limitation on Grievance Procedure. The entire Grievance Procedure shall be subject to the following limitations:

A. No action on any matter shall be considered the subject of a grievance unless it is reduced to writing and signed by the grievant within ten (10) work days of the date the employee should have had reasonable knowledge of the occurrence of a grievance.

B. In the event a grievance is not appealed or processed from a decision in any of the Steps of the Grievance Procedure to the next step in the Grievance Procedure and within the time limits as prescribed in said step, it shall be considered closed on the basis of the last written decision on the grievance. Grievances not answered at Step 2 and beyond within the time limits will be deemed granted.

C. The time limits at any level of the Grievance Procedure may be extended by mutual agreement of the parties set forth in writing.

D. Any employee reinstated after discharge or disciplinary suspension shall be returned to the same job classification he held at the time of the discharge or disciplinary suspension and paid the same rate of pay, unless it is otherwise mutually agreed upon.

E. No claim for back wages shall exceed the amount of wages the employee would have otherwise earned at his regular rate, less any compensation he may have received from any source whatsoever during the period of time in question.

F. Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed.

6.9: As used in the Grievance Procedure, "work day" means Monday, Tuesday, Wednesday, Thursday or Friday, but excluding any such day if it is one of the holidays listed in Article XV, Section 15.1, or if the County Offices are closed for the day due to an act of God.

6.10: Grievance Settlements. Neither the County, the Sheriff nor the POAM or any of its representatives, can settle a grievance on any basis contrary to the provisions of this Agreement, unless such settlement is reduced to writing and ratified or approved by the

employees in the unit and by the Monroe County Board of Commissioners or its designated representative. Any grievance settlement reached contrary to the provisions of this Agreement shall be null and void and shall be returned to the point in the Grievance Procedure where such improper settlement was made for the purpose of processing the grievance through the Grievance Procedure in the proper manner.

ARTICLE VII
STRIKES & LOCKOUTS

7.1: No Strike. Employees shall not engage in any activity violative of Act 336, Public Acts of 1947, as amended, which provides as follows:

A. As used in this act the word “strike” shall mean the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the condition, compensation, rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

B. No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any one or more of the political subdivisions thereof, or in the public school service, of any authority, commission, or board, or in any other branch of the public service, hereinafter called a “public employee” shall strike.

C. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth in this section, the POAM shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the Sheriff, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

D. The Sheriff shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violated the responsibilities set forth in this section, which disciplinary action may include any form of discipline up to and including discharge.

7.2: No Lockout. The County and the Sheriff agree that they will not lock out any employees in the bargaining unit during the term of this Agreement.

ARTICLE VIII
HOURS OF WORK & OVERTIME

8.1: Work Period. The normal work day for employees covered by this Agreement shall be eight (8) hours per day unless specific positions listed for ten (10) hours per day. Employees shall be scheduled for an average of forty (40) hours per week over seven (7) days or eighty (80) hours per fourteen (14) day period, for a total of 2,080 hours per year. The Sheriff's Office will operate on a twenty-eight (28) day cycle for scheduling purposes.

8.2: Overtime. Employees shall receive time and one-half (1-1/2) their regular hourly rate of pay for all time worked in excess of the employee's regular daily shift, or in excess of eighty (80) hours in a two-week period.

8.3: Payment of Extra Compensation. Employees covered by this Agreement who are entitled to extra compensation under the terms of this Agreement, shall receive such payment as part of the employee's pay received on the first pay day following completion of the work period in which the extra compensation was earned. For the purposes of computing the payment of extra compensation to entitled employees under the terms of this Agreement, such employees will receive credit for all hours rightfully earned, including hours accredited to such employees as the result of valid sick leave, funeral leave, holiday or vacation pay. Likewise, disciplinary action resulting in loss of time will not cause this lost time to be deducted from earned overtime unless it is specifically included in the disciplinary penalty.

8.4: Shift Premium. The day shift commences between the hours of 6:01 a.m. – 10:00 a.m. Employees assigned to the afternoon shift, commencing between the hours of 10:01 a.m. – 8:00 p.m., shall receive a shift premium in the amount of \$0.25/hour. Employees assigned to the midnight shift, commencing between the hours of 8:01 p.m. – 6:00 a.m., shall receive a shift premium in the amount of \$0.20/hour. All employees working the relief shift shall, for the purposes of payment of shift premium, be treated in the same manner as afternoon shift employees and will receive \$0.25/hour while working the relief shift.

8.5: Call-in Compensation. Employees called in prior to their regular shift or called back following their regular shift, shall be entitled to receive a minimum of two (2) hours pay regardless of the hours worked, but may be required to perform two (2) hours of duties if such work is available. Such call-ins or call-backs shall be authorized only by the Sheriff or Major.

8.6: Court Time. When an officer is required to be present in court as part of his official duties at a time other than his normally scheduled duty hours, he shall be compensated at the rate of one and one-half (1-1/2) times his basic hourly rate for the reasonable and necessary time required in court, with a minimum payment of three (3) hours. This provision is applicable to all courts in Monroe County, as well as required appearances in Monroe County in connection with quasi-criminal proceedings, such as license appeal board, liquor control commissions, etc. In the event any officer receives a subpoena fee for such court appearance, he shall promptly remit such fee to the County. The Sheriff shall advise such officer prior to leaving as to the

amount of the reasonable travel and business time. An officer shall be reimbursed for reasonable expenses incurred in lodging and meals when required and authorized in advance. There shall be no payment for overnight stopovers which may be required in out-of-town trips.

8.7: Schedules. The Sheriff shall have the right to establish the work schedule and to assign personnel as required and necessary to fulfill the duties and obligations of the Sheriff's Office. The Sheriff shall publish a schedule of regular work shifts in accordance with this section. The Sheriff may establish a relief unit to be composed of not more than six (6) deputies. The members of the relief unit shall be determined in accordance with the following procedure:

The Sheriff will ask for volunteers to work on the relief unit and all qualified deputies who volunteer will be assigned to such relief unit in accordance with their classification seniority.

If there are not sufficient number of qualified volunteers to fill all relief unit positions, the Sheriff will fill such relief unit positions by choosing the deputies from each designated shift with the lowest classification seniority. The relief unit shall be utilized to fill in on short notice for necessary schedule changes required by absence from duty of scheduled personnel. Schedule changes which cannot be met through use of the relief or which are required by bona fide emergencies may be made by the Sheriff without notice in order to meet conditions existing at any given time. Employees assigned to the Youth Bureau, School Resource Officers, OMNI and the Detective Division are excluded from the scheduling requirement of this subsection.

Employees will be permitted to exchange days off, provided such exchanges are on a voluntary basis and do not interfere or conflict with normal operations of the Sheriff's Office and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Sheriff or his authorized representative.

On January 2nd of each year the Sheriff will post all shift selections covering members of the bargaining unit. All employees shall make application for the shift of their preference prior to the closing of such posting. The posting will close on January 11th of each year. All employees who fail to make application pursuant to such posting will be assigned a shift by the Sheriff and shall not have ability to contest such assignment. On February 1st of each year, the Sheriff shall post the shift assignments which will become effective at the beginning of the first full pay period subsequent to March 1st of each year. The Sheriff shall assign all shift selections to the particular shift, be it permanent or rotating, that the employees have requested based upon their classification seniority, to the extent that it will not unduly hinder the operation, control, effectiveness, and efficiency of the particular involved shift. In the event an employee feels that he has been improperly denied a shift request, he may file a grievance in accordance with Article VI of this Agreement. However, the Sheriff's determination of shift selections pursuant to the provisions of this section shall not be changed by an arbitrator unless such arbitrator finds that

the Sheriff's determination was made in an arbitrary, capricious or discriminatory manner, or made for no reason at all. The Sheriff shall make every reasonable effort to assign employees to the shift selection of their preference.

All employees assigned to the Citizen Assistance Responders shall have rotating days off and long weekends.

A. Shift/Job Bid Process. The following is the process of shift/job bids and any shift/job bids that become available (open) during the year.

1. The Sheriff or his designee will provide to each member of the bargaining unit (Deputy Sheriffs) a bid sheet listing all of the available shifts/jobs that are to be bid for that year in accordance with the contract.

2. Each member of the bargaining unit shall submit a bid sheet listing their shift/job in order of preference with their first choice being listed number 1. Officers should fill in all selections according to their preference.

3. All employees who fail to submit a shift/job bid sheet pursuant to such posting will be assigned a shift/job by the Sheriff and SHALL NOT have the ability to contest such assignment.

4. When bidding for a contract unit or any other position that is not funded by the County of Monroe, be advised that if the position is terminated any time during that year the employee will go where an opening has been created due to lay off.

5. The shift/job bids sheet is due by January 11.

6. The shift/job bids sheet will be used to fill all shift/job openings that become available during the year as follows:

a. The shift/job assignment will be posted for a period of ten (10) calendar days at all buildings employees are assigned.

b. Employees may submit an updated shift/job bid sheet during the ten (10) calendar days. Otherwise, the employee's original shift/job bid sheet will be used to fill the posted shift/job assignment and any vacancies that are created by filling the posted shift/job assignment.

c. Employees who have submitted a shift/job bid sheet containing a bid for any open position higher on their bid sheet than their current position will be considered for the posted shift/job assignment and any vacancies created by filling the posted position. Selection will be made by the Sheriff in accordance with the contract.

7. That all other terms and conditions noted in this article with regard to shift/job bids shall remain as is except as noted in this section.

8.8: Overtime Procedure.

A. When possible, an overtime notice will be posted in advance when it will be available. This will only be posted in the Monroe Office.

B. Overtime will be posted at the beginning of each shift at 7:00 a.m., 3:00 p.m. and 11:00 p.m., Monday through Friday by the Shift Supervisor.

C. No officer's name will be placed on the overtime sheets prior to the posting time.

D. Officers who are in the shift office shall have first pick over officers who call in from home. Officers who are at their work station, either starting or ending their shift, can call in at the designated time and their name will be placed on the overtime by seniority with those present.

E. Only one slot to an officer.

F. Slots open seventy-two hours prior to the time to work the overtime can be signed up for as a second selection.

G. Overtime that comes in twenty-four hours or less prior to starting time will be filled as the shift supervisor deems necessary.

H. Officers who wish to cancel overtime after they have signed up will be responsible for finding a replacement for the overtime.

I. Officers who fail to show for their assigned overtime will lose their overtime privilege for two weeks.

J. All overtime will be posted at the Monroe Office.

K. Overtime slots can only be signed by the officer in person, Shift Supervisor or Shift Supervisory Secretary.

8.9: Employee Attendance. Employees shall be regular in their attendance and observe their scheduled working hours established by the County and the Sheriff. The County may install a time clock system or other time recording device for the purpose of documenting employee attendance. Arrangements for time off must be made with the employee's supervisor in advance and in accordance with the provisions under which time off is to be taken. If, for legitimate reason, an employee is unable to report for work at this scheduled starting time, the

Sheriff's Office must be notified prior to the starting time unless physically impossible. Failure to do so shall result in disciplinary action.

8.10: Special Units. The Sheriff shall have the right to assign employees from time to time to special units in order to meet obligations based upon contractual relations with other units of government. Employees assigned to these special units shall perform such duties as may be assigned by the Sheriff and shall work such schedules as may be determined by the Sheriff from time to time in accordance with the contractual arrangements with the specific unit of government. Employees assigned to such special units shall perform only such duties as are assigned by the Sheriff in the particular unit of government specified, unless they are specifically directed by the Sheriff to perform other duties as may be required by bonafide emergencies requiring the Sheriff to utilize such special units to meet law enforcement activities of the Employer. Unless specifically assigned to duties outside of the unit of government covered by the contract, such employees shall have no right to any work assignment performed by other deputies under this Agreement or otherwise.

8.11: Reserve Deputies. The Sheriff shall have the right to designate reserve deputies as in the past. Such reserves shall perform such duties as may be assigned to them by the Sheriff from time to time. The uniform of reserves will have a patch and badge that designates the officer as a reserve. Reserves are not covered by this Agreement and they shall have no rights under this Agreement, and shall not be subject to any of its terms and conditions. Reserves may be assigned duties from time to time by the Sheriff as in the past, and such assignments shall not in any way violate the terms and conditions of any provisions of this Agreement. The POAM agrees that neither it nor any of its members can file any grievance in connection with the activities of such reserves with the exception of the following two conditions: (1) reserves shall at all times work under the supervision and direction of bargaining unit members as defined by Article I, Section 1.1 of this Agreement, or under the direction and supervision of P.O.L.C. (Command Officers) members of the Monroe County Sheriff's Office. The supervising bargaining unit member must be physically present with the reserve; (2) a bargaining unit member as defined in section 1.1 of this Agreement may, for good and just cause, refuse a duty assignment with a reserve. The Sheriff or his designated representative shall investigate any such refusal and if such investigation reveals that such refusal was not for good and just cause, the Sheriff shall have the right to discipline such bargaining unit member. A member may contest such imposed discipline pursuant to the provisions of Article IV of this Agreement.

8.12: Special Patrols. The Sheriff shall have the right to permit off duty personnel to perform services for special units, such as the Marine Patrol. The Sheriff shall make assignments to such special units from among those deputies who volunteer for such duty, however, the marine patrol detail will be offered to members of this bargaining unit first. If there are no volunteers the Sheriff shall make the work assignments. The rate of pay for marine patrol shall be at the rate of pay established by the State of Michigan.

8.13: Change of Shift Structure. In the event the Sheriff determines that the shift structure for employees covered by this Agreement shall be changed to a substantially different

structure than existed as of the date of execution of this Agreement, such as a four (4) day/ten (10) hour shift, the Sheriff agrees to meet with representatives of the POAM upon request, for the purpose of discussing and reviewing any problems which may result from such change.

A. All employees assigned to the Citizen Assistance Responders shall have rotating days off and long weekends. All shift assignments within the Monroe County Sheriff's Office will be allocated in conformance with section 8.7.

8.14: In-Service Training. If any employees covered by this Agreement are required to attend in-service training programs during off-duty hours, they will be paid for the actual time spent in the training program during non-duty hours at their straight-time hourly rate up to a maximum of one hundred twenty (120) hours per calendar year. In the event an employee is required to attend more than one hundred twenty (120) hours of in-service training during off-duty hours, he will be compensated for all non-duty hours actually required in excess of one hundred twenty (120) hours per calendar year at one and one-half (1-1/2) times his hourly rate for the excess hours. All time required by the County or the Sheriff to be spent in in-service training during off-duty hours shall count towards the payment of extra compensation in accordance with section 8.2 of this Agreement. The determination of the amount of in-service training time shall be made by the County and the Sheriff.

ARTICLE IX COMPENSATION

9.1: Pay Periods. Employees will be paid wages due by check or direct deposit every two (2) weeks. Each employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

9.2: Base Wages. The County and the POAM have agreed to a wage scale for all members of the bargaining unit as stated in Exhibit A. Annual wages are based on 2,080 hours per calendar year.

9.3: Longevity Payments. The County agrees to make longevity payments for continuous service with the County to all employees covered by this Agreement who meet each of the following eligibility requirements:

A. Longevity pay adjustments are to be based upon continuous service with the County determined as of December 1 of each calendar year;

B. Employees with less than five (5) years of continuous service with the County as of December 1 of any calendar year shall receive no longevity pay;

C. Employees covered by this Agreement with five (5) or more years of continuous service with the County as of December 1 of any calendar year shall receive

longevity pay of \$125.00, plus an additional sum of \$25.00 for each additional year of continuous service in excess of five (5) years;

D. Employees shall not be entitled to any longevity pay if their employment or seniority with the County is terminated for any reason prior to December 1 of any calendar year;

E. If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) month period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year.

9.4: Hazardous Duty Pay

Effective January 1, 2007 all Employees in this Unit will receive a annual Hazardous Duty Pay allowance which shall not be added to base pay and not to be included in Final Average Compensation for Retirement Purposes in the following increments. Payment for 2007 will be made upon ratification and signing of a new agreement. Payments in the years 2008, 2009, 2010 and 2011 will made in December of each year to employees who are actively on the payroll at the time of payment.

2007	-	\$ 500	2008	-	\$1,125
2009	-	\$1,250	2010	-	\$1,375
2011	-	\$1,500			

ARTICLE X
LEAVE OF ABSENCE

10.1: Military Leave. Employees who enter the armed forces of the United States while employed by the County shall be given all benefits accorded them by applicable federal law.

10.2: Union Leave. The Sheriff will grant a leave of absence for a period not to exceed five (5) calendar days in any calendar year to an employee elected by the Union to attend a labor convention or educational conference. A four (4) week advance notice in writing may be required for any such leave. Not more than two (2) employees shall be entitled to a leave under this section at any one time. Such leave shall be without pay. The president of the association or his designee will receive three full paid/compensated days off to attend official union business. In addition, the president may designate one other member of the bargaining unit for up to a total of two additional days for said functions.

10.3: Funeral Leave. An employee will be granted funeral leave without loss of pay for a period up to a maximum of three (3) scheduled work days, between the date of death and the day of the funeral of a member of the employee's immediate family. This funeral leave is granted to permit the employee to attend the funeral of the designated relative. The employee may not be compensated under this Section if he does not attend the funeral or would not have

been scheduled to work at the time the death occurs or at the time the funeral takes place. For the purpose of this section “immediate family” means: father, mother, sister, brother, child, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and stepchildren. An employee will be granted one day of funeral leave without loss of pay for attendance at the funeral of an aunt, uncle, brother-in-law, sister-in-law, or grandchild that is held on the employee’s scheduled work day. The County may require reasonable proof of such attendance.

In the event a member of an employee’s immediate family dies while the employee is on a scheduled vacation, the employee may terminate such vacation and request funeral leave, in which case he shall then be entitled to funeral leave benefits in accordance with this section. To the extent that an employee takes funeral leave during a scheduled vacation, the vacation time lost shall be rescheduled at a later date.

10.4: Family and Medical Leave. Employees covered under this Agreement are eligible to take up to twelve (12) weeks of unpaid family/medical leave within any twelve (12) month period and be restored to the same or an equivalent position upon return from leave provided the employee has worked for the County for at least twelve (12) months, and at least 1250 hours during the twelve (12) month period immediately preceding the employee’s request for leave or the date on which the leave commences, whichever comes first. Upon request, an eligible employee will be granted up to twelve (12) workweeks of unpaid FMLA leave during the twelve (12) month period for one or more of the following events: (a) for the birth of a son or daughter of the employee and to care for such child, (b) for the placement of a child with the employee for adoption or foster care, (c) to care for a spouse, child or parent of the employee if the former has a serious health condition, or (d) because of a serious health condition of the employee which renders him unable to perform the functions of his position.

The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993 (FMLA). To the extent the Act covers issues not addressed herein, the County and the Sheriff shall comply with the Act.

10.5: Personal Leave Days. Full-time seniority employees, who have completed one (1) year of service, shall be entitled to a maximum of five (5) personal leave days during the following twelve (12) month period, with pay, to be computed at the employee’s then current straight-time hourly rate, exclusive of premium of any sort whatsoever as of the day such personal leave day is taken. Employees who have completed the one (1) year of service after January 1 shall receive prorated personal days during the first year of eligibility. Except in cases of family emergency precluding notification, an employee will notify the Sheriff at least 72 hours prior to the day the employee wishes to take as a personal leave day. The Sheriff shall only be obligated to allow one employee off per shift. If two or more employees make request for the same personal leave day, the employee whose request was first received by the Sheriff shall be granted. If two or more requests are received by the Sheriff within a 24-hour period, the employee with the most classification seniority will be granted the personal leave day. If an employee is denied a personal leave day request and the employee feels that such request has

been improperly denied, the employee, if the Grievance Procedure as defined in Article VI of this Agreement would not operate quickly enough to address such concern, may in addition to filing a grievance, immediately make a request in person to the Sheriff to reconsider such denial. Personal leave days shall not accumulate from one yearly period to another and, if not used during the twelve (12) month period referred to above, shall be canceled at the end of the calendar year, and thereafter employees shall have no right to take any such unused days and shall have no right for any pay for any such unused days.

ARTICLE XI SENIORITY

11.1: Definition of Seniority. Employees covered by this Agreement shall have Sheriff's Office seniority which is defined as an employee's total service with the Sheriff's Office as a full-time regular employee, computed from the employee's last date of hire, and classification seniority, which is defined as an employee's continuous service in a job classification covered by this Agreement, computed from the last date the employee entered that job classification. Sheriff's Office seniority shall be used in determining the amount of benefits an employee is entitled to receive in regard to his vacation, sick pay, pay schedule, pension and longevity pay benefits, but for no other purpose. Classification seniority shall be used in determining the employee's layoff and recall rights in that job classification, as well as vacation selection, job bidding, and shift selection, but for no other purpose. All rights and privileges accruing to employees on the basis of seniority are as set forth herein. The parties have agreed to the respective seniority dates for all employees covered by this Agreement as of its effective date. Employees who terminate their employment with the Sheriff's Office and who are subsequently rehired shall be treated in all respects as a new hire as of the date of rehire and shall not be entitled to any credit for seniority purposes or benefits of any kind based upon prior service with the County or the Sheriff's Office.

11.2: Acquiring Seniority. All employees shall have a probationary period of one (1) year. An employee subject to this Agreement who has completed his probationary period shall have his name entered upon the seniority list for his job classification as of his last date of hire.

A. An employee subject to this Agreement who has not completed his probationary period as of the effective date of this Agreement and all new employees hired after the effective date of this Agreement shall be probationary employees without seniority until they have completed the probationary period.

B. Except as hereinafter provided, a probationary employee may be laid off or terminated, without regard to any provisions of this Agreement and without recourse to the Grievance Procedure. A probationary employee with more than six (6) months, but less than one year's service, who is given a disciplinary suspension or discharge may grieve his disciplinary suspension or discharge up to and including arbitration, provided, however, the scope of the arbitrator's authority in an arbitration of such disciplinary suspension or discharge shall be confined and restricted to the following determination: Was the basis of the Sheriff's decision to

discipline, suspend, and/or discharge the employee arbitrary, capricious, or done in bad faith or for discriminatory purposes. An arbitrator shall only have the authority to rescind a disciplinary suspension and/or discharge if it is established that the Sheriff's actions were based upon arbitrary, capricious, discriminatory, or bad faith reasons or motives.

C. Temporary employees shall not acquire seniority. As used in this Agreement, a temporary employee is:

1. an employee who is hired for a specified period of time, not to exceed six (6) months in any one (1) year; or
2. an employee who is scheduled to work less than twenty (20) hours in a calendar week.
3. An agreement must be reached between both parties before temporary employees are hired.

11.3: Seniority Lists. The County shall prepare a seniority list for each job classification within the Sheriff's Office. Employees shall hold seniority only in their job classifications. The County shall also prepare a Sheriff's Office seniority list showing total service for all employees.

A. A copy of each such seniority list shall be given to the Union, not later than thirty (30) calendar days after the effective date of this Agreement and every six (6) months thereafter during the term of this Agreement. Unless the Union objects in writing to any listing in such list within ten (10) calendar days of the receipt of such lists, they shall be deemed correct and the County and the Sheriff may rely upon such lists for all purposes.

11.4: Termination of Seniority. An employee shall have his seniority rights and employment terminated if he:

- A. Quits;
- B. Retires or is retired;
- C. Is discharged for just cause;
- D. Is absent for three (3) consecutive work days without notifying the Sheriff, unless he was physically unable to give such notice or have someone give such notice on his behalf or due to other emergency circumstances;
- E. Falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence;

- F. Fails to report for work upon termination of any leave of absence;
- G. Fails to report for work from a layoff after being notified to report to work;
- H. Is laid off for a period of twelve (12) consecutive months;
- I. Is on medical leave of absence for a period of more than one (1) year, except by mutual agreement of the County and the Union.
- J. Works for another employer while on any leave of absence, unless such employment is mutually agreed to in advance.

11.5: Layoff and Recall. When it is necessary to make a reduction in the number of Deputy Sheriffs, the following procedure shall be used:

- A. Temporary employees in the Deputy Sheriff job classification shall be laid off first.
- B. Probationary employees in the Deputy Sheriff job classification shall be laid off next, in any order.
- C. If additional layoffs are required, seniority employees shall be laid off in reverse order of their classification seniority.
- D. Recalls from layoff shall be made in order of classification seniority (most senior first) by written notice sent by certified mail to the employee's last address of record.

11.6: Job Security. Should Monroe County revenues stay at present levels or increase during the duration of this Agreement, the implementation of all economic provisions of this collective bargaining agreement, including all attached exhibits, will not result in any layoff of Monroe County Sheriff's Office personnel from present levels. If the County of Monroe should for any reason lose, or have reduced Federal Revenue Sharing resources during the duration of this collective bargaining agreement, and should such Federal Revenue Sharing losses or reductions require County budget reductions, such reductions will be implemented by the Monroe County Board of Commissioners out of the entire Monroe County budget in a non-discriminatory manner.

11.7: Seniority Exceptions. Exceptions to the foregoing seniority provisions may be made by mutual agreement of the County, the Sheriff and the POAM. Such exceptions include the following:

- A. Preferred Seniority. Union representatives elected pursuant to the terms of this Agreement shall head the seniority list for their job classifications for the purposes of recall

and layoff only during their terms as Union representative and shall not be laid off while any work is available in their job classification which they have the ability to perform. Union representatives shall be returned to their regular standing on the seniority lists upon termination of service as a Union representative.

B. Transfer Out of the Unit. Any employee who is transferred out of this bargaining unit into a classification in the P.O.L.C. (Command Officers) bargaining unit or who is appointed to a non-union administrative position in the Monroe County Sheriff's Office, shall retain his or her seniority within the job classification held at the time of such promotion and/or appointment. In the event that he vacates that position, he may exercise his seniority and return to the bargaining unit. This provision shall not apply to transfers out of the bargaining unit to any other positions.

11.8: Promotions. When the Sheriff determines that an opening or vacancy exists for promotion to the position of Sergeant, employees covered by this Agreement shall be eligible for consideration.

All openings for promotion within the Sheriff's Office will be posted for a period of fifteen (15) work days. Such posting shall be in conformance with the normal posting procedures.

The Sheriff will evaluate all applicants who respond to such posting in accordance with the point allocation system as outlined in section 11.8(A) below. The Sheriff shall promote either of the top two (2) employees with the highest point total in accordance with such evaluation from the current eligibility list. A promotional list once established shall be used for two (2) years or until exhausted. If exhausted prior to the two (2) year limitation, a new list will be established for another two (2) year period. Once an eligibility list is established, a copy of the entire list of employees who have passed and are eligible for promotion will be provided to the POAM with ranking. An eligible employee cannot be bypassed for promotion more than one (1) time.

All candidates for promotion to the position of Sergeant must have, at the time of application for promotion, at least five years of seniority as a sworn, certified, Deputy Sheriff with the Monroe County Sheriff's Office as defined in section 11.3(A) at the time the test is taken.

A. All promotion evaluations determined by this section will be based upon a maximum possible point accumulation of 100 points.

1. Written examination. All applicants for promotions as defined under this section must take a required written examination which will be administered and scored by an impartial, outside testing agency to be determined by the Sheriff and the County. The selection of such testing agency may be grieved under the provisions of Article VI of this Agreement. However, an arbitrator may not reverse the decision of the Sheriff and the County

unless he finds that the testing agency as selected is not impartial in the administration of the examination. Each candidate's score will be multiplied by 0.6, (60%) to determine his point allocation for promotion evaluation purposes under this section. Written examinations will be given once every two (2) years or as needed in the determination of the Sheriff.

2. Seniority. All applicants for promotion will receive 1.5 points for every year of Sheriff's Office seniority they have accumulated as defined in section 11.3(A) of this Agreement, up to a maximum total of twenty (20) points.

3. Sheriff's subjective evaluation. The Sheriff shall evaluate all candidates for promotion based upon their past job performance, experience, qualifications and education. The Sheriff will assign a point score of from a minimum of zero (0), to a maximum of twenty (20) points based upon his subjective review and evaluation. Such score will be sent to the Human Resources Department prior to the Sheriff having knowledge of an applicant's written examination result. A score of ten (10) points will be considered a satisfactory evaluation. A score of below ten (10) points will only be given in instances of a review considered by the Sheriff to be below the standard of satisfactory. Any applicant receiving such a below satisfactory review may, by written request to the Sheriff or his designated representative, receive in writing the reasons for such review. Such below satisfactory review evaluations by the Sheriff are subject to the Grievance Procedure. However, if the grievance is taken to arbitration, the arbitrator shall only have the authority to change the decision of the Sheriff if it is demonstrated that the Sheriff has not reviewed the candidate's past job performance, experience, and education in a fair and impartial manner or that the Sheriff's evaluation was arbitrary, capricious, done in bad faith, and/or for discriminatory purposes.

Each candidate's total point score will be determined by the total of points earned in sections 11.8(A) (1), (2) and (3) above. Each candidate shall, upon written request to the Sheriff or his designated representative, be entitled to review all scores he received under this Section. With the exception of review by a candidate of his own score, all evaluations under this Agreement are to be kept strictly confidential. No candidate will be allowed to review any other candidate's evaluation.

All employees promoted under the provisions of this Agreement shall serve a probationary period of six (6) months in their new job classification from the effective date of such promotion. This probationary period may be extended by the Sheriff for an additional period not to exceed three (3) months. The Sheriff may revoke the promotion of such employees who do not in his discretion satisfactorily complete this probationary period, however, such a decision on the part of the Sheriff is subject to an independent arbitrator's review under the provisions of Article IV as described in this Agreement. The arbitrator must find that the Sheriff had sufficient reason and just cause for such a revocation in order to uphold such a decision. All employees who do not properly complete their probationary periods, or who desire to return to their old job classification following promotion and express such desire in writing to the Sheriff within six (6) months of being promoted, shall be returned to the job classification they held before being promoted.

All candidates for promotion may submit a resume to the Sheriff.

11.9: Temporary Transfer. Employees covered by this Agreement may be temporarily transferred by the Sheriff to fill vacancies in other job classifications outside the bargaining unit in order to meet the Sheriff's obligation in connection with the operation of the Sheriff's Office. The employees to be temporarily transferred shall be determined by the Sheriff and shall not acquire any seniority in the job classification to which they are regularly assigned during the period of temporary transfer. If the period of temporary transfer is less than fifteen (15) continuous calendar days, the transferred employee shall keep the rate of pay for his regular job classification, but if the temporary transfer is for more than fifteen (15) continuous calendar days, the transferred employee shall receive the start rate for the job classification to which he is transferred. In the event a temporary promotion to sergeant is required, the following format shall be followed:

A. For short term vacancies, the temporary Sergeant position will first be offered to the applicable senior Deputy Sheriff.

B. For temporary Sergeant promotion over a seven (7) calendar day period, the temporary promotion to Sergeant will be offered to the top eligible Deputy Sheriff from the promotional list that is in effect at that time.

11.10: When a job assignment becomes available either mid-year or at the January bidding (bidding will be done as close to January 1 as possible) set forth in section 8.7, in any unit serviced by a classification in the bargaining unit, including contract units, substations, Citizen Assistance Responders, special assignments, and detective bureau, but excluding school resource officers and drug or narcotic unit assignment, the job assignment will be posted for a period of ten (10) calendar days. During the posting, and prior to the Sheriff opening the requests to be assigned, the Sheriff will also post what qualifications are required of an employee to be eligible for the position that may open. All eligible employees may sign the posting and those who have bid for the job assignment will be considered by the Sheriff. Selection will be made by the Sheriff based on the respective qualifications, ability and classification, with seniority controlling when the other factors are relatively equal.

Any job assignment put up for bid and for which there are no bidders, or for which the Sheriff determines there are no qualified bidders, will be filled by the Sheriff with the employee who has the least seniority in that classification who is qualified. In the alternative, he may fill this assignment by hiring a qualified person for that classification from outside the bargaining unit provided it does not cause the layoff of anyone in the bargaining unit.

Assignments to school resource officer and drug or narcotic unit positions will be excluded from the bidding procedure. The Sheriff shall have the right to assign sworn Deputy Sheriffs to these positions without regard to seniority. However, such assignments may be turned down by the Deputy Sheriff selected by the Sheriff. In the event no deputy accepts any of

the excluded assignments, the Sheriff shall have the right to assign the least senior of the qualified sworn Deputy Sheriffs to these assignments.

In the event an official of a contracting unit or substation assignment requests that an employee who has bid to that assignment/schedule by virtue of his seniority be transferred out of the contract unit or substation assignment/schedule, the Sheriff may transfer the employee from that assignment/schedule. Such transfer will only be made, however, after the official from the contracting agency or substation assignment has reduced his request to writing and cites specific reason(s) for the request. A copy of the written request and reason(s) must be given to the affected employee at least ten (10) days prior to the transfer. The position will then be subject to the aforementioned bidding procedure or the employee may accept the change if it involves schedule only.

Any member of the bargaining unit may challenge what he considers the improper application and/or interpretation of this procedure through the Grievance Procedure.

ARTICLE XII
NEW JOB CLASSIFICATIONS

12.1: If a new job classification is created by the County during the term of this Agreement resulting from new equipment or a significant change in the methods of operation, the County shall establish a temporary rate for that job classification and shall notify the POAM of the establishment of the new job classification and the temporary rate within a ten (10) day period, the temporary rate shall become the permanent rate of pay for the new job classification for the balance of the term of this Agreement. If no agreement has been reached at the end of sixty (60) calendar days after the first meeting between the POAM and the County on the rate of pay for such new job classification, the matter shall be processed through the Grievance Procedure.

ARTICLE XIII
VACATIONS

13.1: Each full-time employee who has been employed six (6) qualified calendar months shall be entitled to a vacation with pay according to the following schedule:

<u>Length of Continuous Service</u>	<u>Earned Monthly Vacation Days</u>
Upon completion of six months	5 days/yr.
From 7 calendar months to 12 calendar months	8 days/yr.
From 13 calendar months to 48 calendar months	10 days/yr.
From 49 calendar months to 72 calendar months	13 days/yr.
From 73 calendar months to 132 calendar months	15 days/yr.
From 133 calendar months to 168 calendar months	18 days/yr.
From 169 calendar months to 228 calendar months	20 days/yr.

From 229 calendar months and over

25 days yr.

13.2: For the purposes of determining the length of continuous service, an employee shall be credited with a full month of service if he works at least fifteen (15) days within the calendar month and is on the County's payroll lists for the first and last day of such calendar month. Time lost by an employee by reason of absence without pay or time otherwise not worked or paid for shall not be considered in computing earned credits for vacation, but an employee shall have paid holidays, paid vacation and paid sick leave credited as time worked for the purpose of this section.

13.3: Employees shall be eligible for vacation benefits as of their anniversary date of hire and will advance to the next level on that date. The determination of vacation pay benefits shall be determined for each employee as of his anniversary date and such vacation benefits as he may be entitled to receive as of that date shall be taken within the twelve (12) month period following the County's calendar year unless mutually agreed upon by the Sheriff and the POAM. Vacations may not be accumulated from one vacation year to another and shall be scheduled as provided in section 13.4 below.

13.4: Vacation schedules shall be set up by the Sheriff so as to permit the continued operation of the Sheriff's Office without interference with the efficiency of such operation. Employees will be given preference according to classification seniority to select available vacation periods.

Vacation schedules shall be posted and after selections have been approved, they shall be final except for good cause. No special vacation pay will be made, but checks will be issued as of the normal pay dates as they occur. Vacation pay shall be determined as of the employee's current salary at the time the vacation is earned.

13.5: In the event of an employee's death, voluntary quit, discharge for just cause or his termination of seniority and employment for other reasons permitted by this Agreement, any unused vacation pay immediately preceding such termination, but not taken as of the date of termination, will be paid as part of his wages.

ARTICLE XIV DISABILITY BENEFITS

14.1: All non-probationary employees of the bargaining unit are covered by the County of Monroe's self-insured short and long-term disability plan. The amount of disability income benefits provided for eligible employees shall be 67% of the employee's gross basic monthly earnings, with a maximum monthly benefit of \$4,000 and a minimum monthly benefit of \$100. Such gross basic monthly earnings will be calculated based upon the number of regular scheduled hours such employee would otherwise have worked, exclusive of overtime. An employee will be eligible for disability benefits under the provisions of this Article after a waiting period of one (1) day for non-duty related accidents and seven (7) calendar days for

illness. An employee who continues to be disabled may draw non-duty related disability benefits for up to a maximum of 104 weeks. After such 104 week period, all benefits will cease.

14.2: Disability benefits are subject to reduction by any of the following other income benefits for which the employee may be eligible:

- A. Social security disability benefits.
- B. Workman's compensation benefits.
- C. Pension disability benefits.
- D. Disability benefits under any "no fault" automobile reparation insurance law.

In order to remain eligible for non-duty disability benefits under this article, an employee is required to apply for other income benefits as soon as, and for which he may be eligible. Documentation of such application for, denial and/or receipt of such benefits must be promptly provided to the Human Resources Director.

14.3: An employee will not be eligible for disability benefits unless he is under the care of a physician who certifies, in writing, that said employee is disabled from performing his job responsibilities. Such certification must indicate what specific physical or mental limitations or restrictions disable the employee from so performing such responsibilities, and the length of time that such employee is expected to be disabled. The County has the unlimited right, in its sole discretion, to offer "favored work" to any employee so disabled, so long as such "favored work" is within the employee's physical and/or mental limitations and restrictions as certified. The County will attempt to offer such "favored work" within the Monroe County Sheriff's Office, but reserves the right to make such "favored work" offer in any department within the County. Such "favored work" offer may direct the employee to work any scheduled shift and/or job assignment notwithstanding any other provision of this Agreement. Any employee who refuses such "favored work" offer will not be eligible for disability benefits. Any employee performing such "favored work" will be compensated in accordance with the following:

- A. For the first 30 calendar days on favored work - 90% of salary as defined in Exhibit "A" of this Agreement.
- B. From the 31st-60th calendar day of favored work - 85% of salary as defined in Exhibit "A" of this Agreement.
- C. From the 61st-90th calendar day of favored work - 80% of salary as defined in Exhibit "A" of this Agreement.

D. From the 91st-365th calendar day of favored work - 67% of salary as defined in Exhibit "A" of this Agreement.

No employee will be eligible for "favored work" beyond 365 calendar days.

14.4: The County retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the County of Monroe's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for examination and evaluation. This physician will be selected by the County's physician and the employee's physician and his examination will be at County expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the County as to said employee will be done by such physician.

14.5: Any employee who has earned and accumulated "sick days" in his "frozen sick bank" under the provisions of previous collective bargaining agreements will keep all such accumulated "sick days" in his "frozen sick bank". Said employee may, as an alternative, to receiving disability benefits under the provisions of this Article, utilize such "sick days". At the exhaustion of said employee's "sick bank," he may receive disability benefits under the provisions and limitations of this Article. Documentation of the employee's decision to utilize such "frozen sick bank" must be provided, in writing, to the Human Resources Director, at the time of disability. Employees who terminate or retire on or before December 31, 2006 will receive payment for 100% of all unused days in their "frozen sick bank." Employees who retire or terminate their employment on or after January 1, 2007 will receive payment of 50% of all unused days in their "frozen sick bank." Said payment will be calculated at the hourly rate of the employee at the time of his termination or retirement.

14.6: Any employee who receives disability benefits pursuant to this Article will continue to accrue seniority as defined in Article XI of this Agreement, but will not be given credit for vacation benefits as defined in Article XIII of this Agreement during such period of his disability.

14.7: In the event that an employee receives benefits pursuant to the provisions of this Article, and it is determined that said employee was not ill or disabled or has in any way misused such benefits and/or falsified his condition, said employee will be subject to disciplinary action up to and including discharge. No employee shall engage in any gainful employment whatsoever while they are receiving disability benefits pursuant to the provisions of this Article unless they have obtained the prior written approval of the Human Resources Director. Any employee who has improperly received benefits pursuant to the provisions of this Article must, in addition to any discipline that may be imposed, reimburse the County for the amount of such benefits as improperly received.

14.8: No employee will be returned to employment, with the exception of “favored work” as defined in Section 14.3 herein, after the receipt of disability benefits pursuant to this Article, unless he has provided a physician’s certification that he is capable of resuming his job responsibilities without limitations or restrictions. Such physician’s certification must be presented, in writing, to the Human Resources Director.

14.9: Any past or present Deputy Sheriffs who have or who are presently receiving LTD benefits without the duration cap as provided in Article XIV will continue to do so without time limitation or duration cap.

14.10: Full-time seniority employees who have completed the new-hire probationary period shall be credited with six (6) sick days on January 1 of each year. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.) At the end of each year, all employees will be paid for all of the unused sick days at the rate of pay for that employee at the end of that year.

14.11: As of July 1, 1986 all accumulated sick leave time for said employees shall be frozen and placed in a bank. Once the employee has utilized those sick days allocated for a given year and is eligible for disability payments, the employee has his choice of either utilizing the banked sick days for illness or maintaining them in the bank and be paid for one-half (½) of those unused days at the same rate paid that employee when he terminates his employment. The vacated position will remain vacant until the accumulated sick time benefits of that terminated employee have been exhausted. Exceptions can be made for extraordinary situations by approval of the Board of Commissioners.

ARTICLE XV
DUTY DISABILITY

15.1: General. The County agrees to provide duty disability coverage to employees who are disabled as a direct result of an injury or illness incurred in the performance of his required duties and eligible for benefits under the Michigan Workers' Disability Compensation Act.

Eligibility for duty disability benefits will be determined in accordance with the same eligibility criteria for the receipt of benefits under the Michigan Workers' Compensation Disability Act. The County and the POAM agree to be bound by the determination of the Michigan Workers' Compensation Bureau as to the fact of disability and eligibility for benefits, provided, however, that if the period of disability does not exceed seven (7) days, an eligible employee shall nevertheless be entitled to payments hereunder upon certification of disability as provided in Section 2 below.

15.2: Required Medical Certifications. The employee must report a work related injury or illness to his immediate supervisor as soon as possible. An employee will not be eligible for duty disability benefits unless he is medically certified to be disabled from performing any duties

for the County. The employee may submit a certificate from his treating physician for this purpose. Such certification must indicate the specific disability and physical restrictions precluding the employee from performing his responsibilities. The County retains the right to direct any employee to be re-examined at any time by the County's designated physician. Such re-examination will be at the expense of the County. Should the determination of the County's designated physician conflict with that of the employee's treating physician, such conflict shall be resolved by an independent third party physician selected by the treating physician and the County's designated physician. The decision of the independent third party physician shall be final and binding upon the employee, the POAM and the County.

15.3: Restricted/Light Duty Assignments. If it is medically determined that the disabled employee is unable to perform his regular duties as a result of a work related injury or illness, he will be required to perform such other Sheriff's Office duties or County work outside the Sheriff's Office as he is capable of performing within such reasonable medical restrictions as may be determined in light of the nature of the disability. Duties assigned to an employee, pursuant to this provision may be different than those duties to which the employee would normally be assigned. It is understood that the County will make reasonable effort to place the employee in a position within the Sheriff's Office before the employee will be assigned to work for Monroe County outside of the Sheriff's Office. In the event there is not an available position within the Sheriff's Office to accommodate the employee's reasonable medical restrictions, the Human Resources Department will be responsible for re-assigning the employee to an appropriate available position elsewhere within the County.

The employee's treating physician shall initially determine what, if any, restrictions may exist with respect to an employee's activities. However, the County may, at its expense, have the employee examined by the County's designated physician for the purpose of determining whether the employee is able to perform other duties within the Sheriff's Office or County and, if so, what restrictions are applicable. In the event there is a disagreement between the employee's treating physician and the County's designated physician as to whether there are duties that may be performed by the employee, or the restrictions under which he is to perform such duties, it shall be resolved by an independent third party physician selected by the treating physician and the County's designated physician. The decision of the independent third party physician shall be binding upon the employee, the POAM and the County. The County retains the unlimited right to direct any employee who is assigned to light/restricted duty, to be re-examined at any time by the County's designated physician. Such reexamination will be at the expense of the County. Should the determination of the County's designated physician, as to the extent of the restrictions or limitations of such employee conflict with that of the employee's treating physician, such conflict shall be resolved in accordance with the provisions set forth above.

If an employee is assigned to work as above provided, the employee shall be paid at the regular and normal rate of pay of his regular job classification.

15.4: Duty Disability Payments. Employees who are completely disabled, and thereby unable to perform a restricted/light duty assignment as above provided, shall be paid the difference between their bi-weekly net wages for eighty (80) hours and their net bi-weekly workers' compensation benefits. An employee's net bi-weekly income shall be based upon his rate of pay and income tax and deduction status as of the last full pay period preceding the date of disability. Duty disability checks will be paid on the employee's regular pay day. While on duty disability an employee shall receive benefits or benefit accrual as follows:

A. Seniority. An employee on duty disability shall accumulate seniority for the duration of the disability or for a maximum of two (2) consecutive years, whichever is less.

B. Vacation. An employee on duty disability hereunder shall be entitled to receive the vacation accrued to the employee as of the date of injury or illness. Such payment shall be made on a normal pay day of the employee's choice during the balance of the anniversary year in which the injury or illness occurs. If the employee is on duty disability hereunder for less than one year, the employee shall accrue vacation benefits during the period of absence due to duty disability as if he were on duty. In the event an officer is on duty disability for more than that one (1) year, but less than two (2) years, the officer shall receive no vacation benefits for the first year as provided above, but upon returning to duty during the second year the employee shall be credited with prorated vacation which the officer would have earned as of the date of return to duty from the last prior anniversary date of hire as if he had been on duty during such second year, provided the officer works at least ninety (90) calendar days after returning to duty. Employees on duty disability who return to duty within a two (2) year period from the date of injury, shall be entitled to have vacation credited hereunder on the basis of any step increase in vacation benefits which may occur during such period of absence.

C. Holidays. Employees receiving duty disability benefits hereunder shall receive no holiday pay.

D. Longevity Pay. An employee on duty disability shall be credited for all time on duty disability for purposes of longevity pay as if he had been on duty, not to exceed a maximum of two (2) consecutive years.

E. Medical, Hospital, and Life Insurance. The County will continue the medical, hospital, and life insurance plans for an employee on duty disability for a maximum of two (2) consecutive years of absence. If the employee retires or is retired at the end of such two (2) year period, the County will provide at its expense the retiree insurance benefits in effect for retirees at the time of such retirement.

F. Pension. An employee on duty disability will be credited for all time on duty disability for pension credit purposes and shall be subject to deduction from duty disability pay for pension contribution, if any.

15.5: Social Security Disability Benefits. In the event an employee remains completely disabled for the period of one (1) year, such employee shall promptly make application for social security disability benefits. The employee shall furnish proof to the County of such application and shall keep the County informed at all times as to the status of such claim. In the event the disabled employee is awarded social security disability benefits, the County's liability for duty disability payments under this duty disability plan shall be the difference between the sum of weekly workers' disability compensation benefits received by the disabled employee and social security disability benefits, computed upon a weekly basis at the rate of four and one-third (4-1/3) weeks per month, and the disabled employee's net weekly take-home pay as computed above. In no case will the weekly take-home pay be less than what the officer would have received based on a 2080 hour work year.

15.6: Duty Disability Retirement. If, during the course of employment, an employee becomes totally and permanently incapacitated, the employee, or the County on the employee's behalf, shall apply for a duty disability retirement from the Monroe County Employees Retirement System, in accordance with and subject to the terms, conditions, limitation and restrictions therein provided.

An employee shall remain on duty disability retirement subject to the reexamination provisions of the Retirement System in effect for disability retirees until he reaches what would have been the normal age necessary for regular, unreduced retirement. At such time, the employee's retirement benefit shall be recalculated based on final average compensation and the pension formula in effect at the time of disability retirement utilizing actual years of service plus years the employee has been on duty disability retirement.

15.7: Termination of Duty Disability Benefits. Duty disability benefits shall terminate upon the earlier of :

- the date the employee returns to full duty and is taken off of duty disability;
- the date the employee is placed on restricted duty and is paid the amount equal to the employee's regular pay;
- the date the employee retires or attains the age of 62;
- the date the employee reaches two (2) years of absence from work due to duty disability; or the date the employee is granted a duty disability retirement.

ARTICLE XVI HOLIDAYS

16.1: Full-time employees who meet all of the eligibility rules set forth in this Article shall be eligible for holiday pay for the following holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Good Friday (½ day)
Easter Day
Memorial Day
Independence Day
Labor Day
Columbus Day - (If allowed by statute)
Veteran's Day
Thanksgiving Day
Christmas Day
Christmas Eve
New Year's Eve

16.2: Employees shall be entitled to holiday pay provided they meet all of the following eligibility rules:

A. The employee must work the last scheduled work day before and the next scheduled work day after the holiday or the day of observance of the holiday, unless he has an excused absence or is on vacation.

B. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

C. The employee must have at least ninety (90) days of employment with the County.

16.3: Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be observed on the actual holiday. All other holidays provided under this Agreement shall be observed on the day designated by the County.

16.4: Holiday Pay. All employees covered by this Agreement will receive their regular hourly pay on the above named holidays when not working and their regular hourly pay, plus time and one-half on the above named holidays when working.

16.5: Notwithstanding any other provision of this Agreement, the Sheriff shall have the absolute right to determine the number of employees for each job classification who will be required to work on a holiday. However, the Sheriff may require employees working in non-essential positions to take the day off. In that case, the Sheriff will first ask for volunteers who will be selected by high seniority. If no volunteers are available, the Sheriff will order employees by low seniority. Notice of such change will be given according to the current

normal 28-day scheduling procedure. Cross-assignments between bureaus and/or the changing of scheduled days off cannot be done without agreement between the Sheriff and the Union.

16.6: Any employee who, as defined by Article VIII, is not scheduled to work on a holiday as defined by Article XVI, may, at his option, take an alternate off day in lieu of receiving payment for such off day that fell on the holiday. Such alternative off day can only be taken with the permission of the Sheriff and must be taken within the same or next payroll period.

ARTICLE XVII ACCIDENTS AND REPORTS

17.1: Any employee involved in any accident during his working hours or relating to his employment shall report said accident as soon as possible, but in all events not later than the employee's next regularly scheduled work day. Such report shall set forth the nature of the accident, the physical injury, if any, sustained, the witnesses to the accident and other such details as may be reasonably requested by the County. The employee shall make out an accident report in writing on forms furnished by the County and shall file a report with the Human Resources Department. Failure to comply with this provision shall subject such employee to disciplinary action by the Sheriff.

17.2: Employees shall report as soon as possible, but in any event not later than the end of their work shifts, all defects known to them in connection with any equipment they have used during the work shift. Such reports shall be made on a suitable form furnished by the Sheriff and shall be made in multiple copies with one copy to be retained by the employee. The County shall have the defect inspected by a competent person before requesting any employee to use equipment that has been reported in an unsafe operation condition.

ARTICLE XVIII DISCIPLINE AND DISCHARGE

18.1: Rules and Regulations.

A. The Sheriff may from time to time establish policy, rules and regulations relating to the conduct, maintenance of order, safety and discipline among employees of the Sheriff's Office, together with disciplinary penalties for their violation. Any employee who violates such Sheriff's Office policy, rule or regulation or any provision of this Agreement may be subject to discipline up to and including discharge. All such discipline will only be imposed for just cause and is subject to the provisions of Article VI of this Agreement.

B. When discipline is imposed upon an employee, he will be given a written statement by the Sheriff or his designated representative setting forth the extent of the imposed discipline, and the reasons why such discipline is being imposed, including the policy, rule or regulation or provision of this Agreement the employee has violated.

C. Any employee who is discharged from his employment with the Monroe County Sheriff's Office may immediately file a grievance starting at step 3 of Section 6.1 of Article VI herein. The parties agree to do everything possible to expedite the processing and arbitration of such grievances involving the discharge of an employee.

D. In the event of any discharge or suspension, an employee has the right to meet with the Sheriff at a mutually agreeable time prior to the implementation of said penalty.

18.2: In imposing disciplinary action, the Sheriff will not consider previous disciplinary action or record of previous violation of Sheriff's Office rules and regulations which occurred more than two (2) years prior to the incident for which disciplinary action is to be taken. While the Sheriff need not destroy and/or remove evidence of prior disciplinary action from the employees' personnel record after a period of two (2) years, the Sheriff shall not and will not be able to rely upon those prior actions in imposing discipline upon an employee for a current incident or matter.

ARTICLE XIX INSURANCE

19.1: Health Care Benefits.

A. From the date of ratification of this Agreement by both parties through and including May 31, 2008, there shall be no changes in employees' health care benefit plans.

B. Effective June 1, 2008, the Employer agrees to provide each regular, full-time seniority employee (and his eligible dependents*), a choice of coverage under one of the following health insurance plans:

1) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Commencing June 1, 2008, and for the balance of that calendar year, employees shall pay 7% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar year 2009, employees shall pay 7% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar year 2010, employees shall pay 10% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar year 2011, employees shall pay 10% of the illustrated premium cost of such benefits and the Employer shall pay the balance.

2) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs

through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, family, and family with family continuation).

3) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, family, and family with family continuation).

4) other plans designated by the Employer, which provide equal or better coverage.

(a) All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments premium cost-sharing, and other provisions of the plans. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through automatic payroll deduction.

(b) To qualify for health care benefits as above described each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the commencement of his regular employment with the Employer.

(c) Except as otherwise provided under the Family and Medical Leave Act, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for paying all his benefit costs for the period he is not on the active payroll. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

(d) Except as otherwise provided under this Agreement and/or under COBRA, an employee's health care benefits shall terminate on the date the employee goes on a leave of absence for more than two weeks, terminates, or is laid off. Upon return from a leave of absence or layoff, an employee's health care benefits coverage shall be reinstated commencing with the employee's return.

(e) An employee who is on layoff or leave of absence for more than two weeks or who terminates may elect under COBRA to continue the coverage herein provided at his own expense.

(f) The Employer reserves the right to change a carrier(s), a plan(s), and/or the manner in which it provides the above benefits, provided that the benefits and conditions are equal to or better than the benefits and conditions outlined above.

(g) To be eligible for health care benefits as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage.

(h) Each employee is responsible for notifying the Human Resources Department of any change in his status, which might affect his insurance coverage or benefits, such as, marriage, divorce, births, adoptions, deaths, etc.

Section 2. In the event an employee is killed in the line of duty, insurance coverage shall be provided to said employee's spouse until the time that he shall remarry or secure insurance coverage from another source, and to said employee's dependent children until the time they reach the age of nineteen (19) years or insurance coverage is available from another source.

Section 3. Voluntary Waiver of Health Care Coverage.

A. Total Waiver of Health Care Coverage

(i) Any employee who can secure health care benefits from another source other than the County of Monroe and desires to waive all coverage for himself, his spouse, and dependents under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee his spouse and dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage under the County's Health Care Benefits Plan as provided in this Agreement and who expressly waives, in writing, all rights to any other health care benefits coverage paid for by the County of Monroe, will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. By way of illustration, but not by way of limitation, an employee who waives health care benefits coverage as herein provided and receives the \$1,000 voluntary payment shall not be

eligible to receive health care benefits from a spouse employed by the County of Monroe. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

(iv) An employee who has waived coverage as hereinabove provided may apply to have such coverage reinstated, provided he demonstrates that he can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee, his spouse and dependents is once again covered under the County's Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

B. Waiver of Coverage for Employee's Spouse and Children Only

(i) Any employee whose spouse can secure health care benefits from a source other than the County of Monroe for the spouse and the employee's dependents and desires to retain coverage under the County's plan but waive all coverage for his spouse and/or dependents under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee's spouse and/or dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage for his spouse under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$500.00 per year, payable in the second pay period in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500.00 payment.

(iv) An employee who has waived all coverage for his spouse and dependents under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$600.00 per year, payable in the second pay period in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$600.00 payment.

(v) An employee who has waived health care benefits coverage under the Employer's plan for his spouse and/or dependents may apply to have such benefits reinstated, provided he demonstrates that his spouse can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the

employee's spouse and dependents are once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

19.4: Dental Care Benefits.

A. The County shall provide such regular, full-time employee (and his eligible dependents*) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

B. To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the County. The Human Resources Department shall provide forms to employees.

C. Subject to the other provisions of this Agreement, the County shall pay the cost of providing the dental care benefits herein provided for the period that the employee is on the active payroll or retires. When on an authorized unpaid leave of absence for more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

D. Except as otherwise provided under COBRA, an employee's dental care benefits shall terminate on the date the employee goes on a leave of absence of more than two weeks, terminates, or is laid off. Upon return from a leave of absence or layoff, an employee's dental care benefits coverage shall be reinstated commencing with the employee's return.

E. An employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at his own cost the coverage herein provided.

F. The County reserves the right to change the carrier and/or manner in which it provides the above benefits, provided that the benefits and conditions are equal to or better than the benefits and conditions outlined above.

19.5: Vision Care Benefits.

A. The County shall provide each regular, full-time employee (and his eligible dependent*) the Blue Cross/Blue Shield of Michigan Vision A-80 Plan.

Coverage under the foregoing plans shall be subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in said plans. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

B. To qualify for vision care benefits as above described, such employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the County. The Human Resources Department shall provide forms to employees.

C. Subject to the other provisions of this Agreement, the County shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll or retires. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefits costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

D. Except as otherwise provided under COBRA, the employee's vision care benefits shall terminate on the date the employee goes on leave of absence of more than two weeks, terminates, or is laid off. Upon return from a leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

E. An employee who is on layoff or leave of absence of more than two weeks or who terminates may elect under COBRA to continue at his own cost the coverage herein provided.

F. The County reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits and conditions are equal to or better than the benefits and conditions outlined above.

19.6: Term Life and Accidental Death and Dismemberment Benefits.

A. The County shall provide each regular, full-time employee term life insurance and accidental death and dismemberment benefits in the amount of \$50,000.

Coverage will commence on the day following the employee's ninetieth (90th) day of continuous employment. Life and AD&D benefits will be reduced by 35% at age 65, 55% at age 70, and 70% at age 75.

B. To qualify for term life and accidental death and dismemberment benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the County. The Human Resources Department shall provide forms to employees.

C. Subject to the other provisions of this Agreement, the County shall pay the cost of providing the term life and accidental death and dismemberment benefits herein provided for the period that the employee is on active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described the employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

D. An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of more than two weeks, terminates, retires or is laid off. Upon return from a leave of absence of more than two weeks, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

E. The County reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

*Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents.

ARTICLE XX RETIREMENT AND RETIREE HEALTH CARE

20.1: Retirement Plan.

General. Subject to the terms and conditions herein provided, the County agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all

employees covered by this Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 50 or older with 25 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit shall be two and one-half (2.5%) percent of the employee's final average monthly compensation multiplied by his years of credited service, not to exceed seventy-five percent (75%) of final average monthly compensation. Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of his credited service producing the highest average compensation contained within the period of 120 months of his credited service immediately preceding the date his employment with the County last terminates.

An individual who retires under the normal retirement or disability retirement provisions of the Monroe County Employees Retirement System Ordinance may elect to be paid the individual's accumulated member contributions provided such election is made prior to the date the first payment of the pension is made. The amount of pension paid to an individual making such election shall be reduced as provided in the Ordinance.

Effective February 13, 2002, employees will no longer be required to contribute to the retirement system.

20.2 Retiree Health Care

A. General. All regular full-time seniority employees shall be eligible for retiree health care benefits as provided in paragraph B below. The spouse and eligible dependents of such employees shall be eligible for retiree health care benefits as provided in paragraph C below. The retiree's contribution to the cost of coverage for herself and/or spouse and eligible dependents shall be payable on a monthly basis through automatic deduction from the retiree's pension benefit.

All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing and other provisions of the plans.

The Employer reserves the right to change carrier(s), plan(s), and/or the manner in which it provides the benefits listed below, provided that the benefits are equal to or better than the benefits outlined below.

To be eligible for the health care benefits provided below, the retiree and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to

elect medical coverage with their employer, so long as the spouse's or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage.

B. Retiree Coverage

1) Pre-Medicare: The Employer shall make available to employees who separate from employment for purposes of retirement under the Monroe County Employees Retirement System Ordinance and are entitled to receive benefits under the Ordinance, but not eligible for Medicare benefits, a choice of coverage under one of the following health insurance plans:

(a) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.

(b) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.

(c) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement.

2) Medicare: Retirees must enroll in the Part B Medicare program commencing on the date they first become eligible to participate in the program. Retirees shall be responsible for the cost of such coverage.

The Employer shall make available to retirees, who (a) separate from employment with the County of Monroe for purposes of retirement under the Monroe County Employees Retirement Ordinance and are entitled to receive benefits under the Ordinance, and (b) are properly enrolled in the Part B Medicare Program as above provided, the Blue Cross/Blue Shield of Michigan Medicare Supplemental 2 + 1 Plan (with Rx generic mandate \$10 co-pay, brand name preferred formulary \$20 co-pay, and brand name non-preferred formulary \$30 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, brand name preferred formulary \$40 co-pay, and brand name non-preferred formulary \$60 co-pay. The retirees shall make a contribution to the cost of such benefits in an amount equal to the difference between the Employer's contribution for the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan at the time of the retiree's retirement and the cost of the Blue Cross/Blue Shield of Michigan Medicare Supplemental 2 + 1 Plan; provided, however, the retirees contribution to the cost of coverage (in absolute dollars and cents, not percentage of illustrated premium) shall not exceed the amount that employees were required to pay for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan at the time of the retiree's retirement.

C. Spousal and Dependent Coverage: The spouse and *eligible dependents of an employee at the time of her retirement shall also be permitted to participate in any of the above described Retiree Health Care Plans in which the retiree participates; if they are not otherwise eligible for health care benefits through another employer. Upon payment of the required contribution to illustrated premium by the retiree, retiree's spouse and/or dependent child(ren), the Employer shall pay 50% of the remaining part of the illustrated premium for a participating retiree's spouse and *eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.94% of such remaining part of the illustrated premiums for each year of the retiree's credited service in excess of eight (8) years of credited service, not to exceed a total of twenty-five (25) years credited service or 100% of the applicable illustrated premium not covered by retiree contribution.

The retiree's spouse shall also be allowed to continue to receive health care benefits following the death of the retiree as long as the spouse is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

Dependent children of the retiree are also eligible for continued health care coverage after the retiree's death, provided the dependent children are covered by the retiree's health care plan at the time of the retiree's death and continue as dependents of the surviving spouse of the retiree who is receiving the deceased retiree's retirement allowance.

In the event a dependent child is named the deceased retiree's beneficiary and continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to

receive health care coverage through the end of the year in which the dependent child reaches age 19.

D. The County reserves the right to change a carrier(s), plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

E. To be eligible for health care benefits as provided above, the retiree and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the County's expense.

20.3: Retiree Health Care Fund. The County shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The County shall annually budget sufficient funds to contribute to the Retiree Health Care fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees hired on or prior to March 1, 2002 are not required to contribute to the Retiree Health Care Fund. All employees entering this bargaining unit who are hired by the County on or after March 1, 2002 shall contribute 3.0% of their bi-weekly base pay to the Retiree Health Care Fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and *eligible dependents. If the employee quits or leaves employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the County.

20.4: Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance.

*Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents.

ARTICLE XXI UNIFORM ALLOWANCE

21.1: The County will pay by check \$600.00 to each unit member on March 15th of each year for the cost of uniforms required by the Sheriff. The employee must be full-time, not on long-term leave and on the payroll prior to January 1st of the current year to be eligible for this allowance.

No income tax will be deducted or due on this equipment allowance.

Equipment that the Sheriff will be responsible for providing:

1. Authorized service weapons
2. Batons
3. Badges
4. Mace
5. Initial equipment for new hires

A list of employees who may purchase uniforms and equipment under this program will be provided to vendors. The employee will be responsible for payment, shipping or returns directly with the vendor. A list of vendors will be provided by the Sheriff.

Upon separation or termination employees will turn in all serviceable uniform items purchased under this program.

21.2: Uniform Cleaning. The County agrees to pay for reasonable and necessary uniform cleaning for all employees covered by this Agreement who are required by the Sheriff to wear uniforms or civilian clothes where such dress is required by the Sheriff. The payment for uniform cleaning may be by contract entered into by the County with a cleaning firm of its choice or by direct reimbursement to the employee. The County may establish reasonable rules in connection with uniform cleaning, such as frequency of cleaning, procedures in connection with arrangements for cleaning, etc.

ARTICLE XXII GENERAL

22.1: Deputy Bond. The County agrees to pay the cost for all bonds required of Deputy Sheriffs as a matter of law.

22.2: Examinations. The County and the Sheriff reserve the right to require each new hire to pass an appropriate medical examination at the County's expense as a condition of hire. Prospective employees who do not take the required examination or who fail the required examination will not be hired. The Sheriff reserves the right to have each employee examined in connection with any condition which may affect his ability to properly perform his duties in the Sheriff's Office. Such examination shall be conducted by persons selected by the County and the Sheriff at the expense of the County. Results of any such examinations shall be filed with the Human Resources Director

22.3: Lost or Damaged Property. In the event an employee covered by this Agreement shall, in the line of duty during scheduled work hours, lose an article of personal property or have such an article of personal property damaged other than through gross negligence, the County agrees to repair or replace such item of personal property. Repair shall be made when the item or personal property can be restored to a usable state. If replacement is required, the item shall be replaced with an item of comparable value. Repair or replacement of personal property, lost or damaged in accordance with this Section, shall be required only when the personal property is of the type which is required to be in the possession of the employee and if

the employee makes note of the loss or damage in his official report relative to the duty matter resulting in the loss or damage. In the case of damaged items of personal property which cannot be repaired, the damaged item will be turned in to the Human Resources Director for the County of Monroe prior to replacement, within sixty (60) days.

22.4: The Sheriff will designate the equipment required to be used by employees covered by this Agreement, including firearms, and each such employee shall be issued required equipment and receipt therefore. Employees shall be responsible for the proper care and maintenance of such equipment in their possession.

22.5: Employees' Addresses. All employees are required to notify the Sheriff of their proper post office address or change of address. The County and the Sheriff shall be entitled to rely upon the address shown upon its records for all purposes.

22.6: Printing of Agreement. The Union will produce and supply copies of the contract to members of this bargaining unit.

22.7: Separability Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

22.8: Scope of Agreement. This Agreement includes all of the provisions of the Agreement between the parties in connection with wages, hours, and other terms and conditions of employment and revokes all and every previous agreement, practice, privilege and benefit relating to the employees or any one or more of them covered by this Agreement, which were in effect prior to the execution hereof.

22.9: All parties agree that during the period of time the Monroe County Sheriff's Office has an agreement to transport detainees for the I.N.S., the parties will follow the Memorandum as dated December 23, 1999. Any changes in the Memorandum must be mutually agreed to between the parties.

22.10: Waiver. 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 Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and that there are no other agreements, either oral or written, express or implied, covering the relationship of the parties. Each party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever, either covered in this Agreement or not, or where such subject matter was or was not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XXIII
TERM OF AGREEMENT

23.1: This Agreement shall become effective as of the date of execution hereof as set forth above, except that the wages set forth in Exhibit A are effective as of the 1st day of January, 2007. This Agreement shall remain in full force and effect until 11:59 p.m., December 31, 2011, and for successive yearly periods thereafter, unless notice is given in writing by either the POAM or the County or the Sheriff, given to the other party at least sixty (60) days prior to December 31, 2011, or any anniversary date thereof, of its desire to amend, modify or terminate the Agreement. If such notice is given, this Agreement shall be open to amendment, modification or termination as such notice may indicate on January 1, 2012, or the subsequent anniversary date, as the case may be.

IN WITNESS HEREOF, the parties herein have caused this Agreement to be effective _____, 2008.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

COUNTY OF MONROE

Kenneth E. Grabowski
Business Agent

William D. Sisk, Chairman
Board of Commissioners

MONROE COUNTY DEPUTY
SHERIFFS ASSOCIATION

Tilman L. Crutchfield
Monroe County Sheriff

David LaMontaine
President

Bradley Bentley, Vice President

Ernest Green, Secretary

Tim George, Treasurer

Steward

Steward

Steward

EXHIBIT A - WAGE SCALE

	2007 3%	2008 3%	2009 3%	2010 3%	2011 3%
0 -6 mos.	\$40,457.16	\$41,670.87	\$42,921.00	\$44,208.63	\$45,534.89
	\$ 19.45	\$ 20.03	\$ 20.64	\$ 21.25	\$ 21.89
6 - 12 mos.	\$41,639.35	\$42,888.53	\$44,175.18	\$45,500.44	\$46,865.45
	\$ 20.02	\$ 20.62	\$ 21.24	\$ 21.88	\$ 22.53
12-18 mos	\$45,685.06	\$47,055.61	\$48,467.28	\$49,921.30	\$51,418.94
	\$ 21.96	\$ 22.62	\$ 23.30	\$ 24.00	\$ 24.72
18-24 mos	\$46,998.60	\$48,408.56	\$49,860.82	\$51,356.64	\$52,897.34
	\$ 22.60	\$ 23.27	\$ 23.97	\$ 24.69	\$ 25.43
24-30 mos	\$48,180.79	\$49,626.22	\$51,115.00	\$52,648.45	\$54,227.91
	\$ 23.16	\$ 23.86	\$ 24.57	\$ 25.31	\$ 26.07
30-36 mos	\$49,441.79	\$50,925.05	\$52,452.80	\$54,026.38	\$55,647.17
	\$ 23.77	\$ 24.48	\$ 25.22	\$ 25.97	\$ 26.75
36-42 mos	\$50,492.63	\$52,007.41	\$53,567.63	\$55,174.66	\$56,829.90
	\$ 24.28	\$ 25.00	\$ 25.75	\$ 26.53	\$ 27.32
42-48 mos	\$51,911.26	\$53,468.60	\$55,072.65	\$56,724.83	\$58,426.58
	\$ 24.96	\$ 25.71	\$ 26.48	\$ 27.27	\$ 28.09
Maximum	\$53,040.91	\$54,632.14	\$56,271.10	\$57,959.24	\$59,698.01
	\$ 25.50	\$ 26.27	\$ 27.05	\$ 27.87	\$ 28.70

