



AGREEMENT BETWEEN

THE MONROE COUNTY 38<sup>TH</sup> JUDICIAL CIRCUIT COURT  
FAMILY DIVISION (YOUTH CENTER)

AND THE

UNITED STEELWORKERS, AFL-CIO-CLC  
ON BEHALF OF LOCAL 2511

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013



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ARTICLE I  
AGREEMENT

THIS AGREEMENT, entered into as of December 21, 2010, by and between the 38<sup>th</sup> Judicial Circuit Court/Family Division (hereinafter referred to as “the Employer”) and the United Steelworkers, AFL-CIO-CLC, on behalf of Local 2511(hereinafter referred to as “the Union”).

ARTICLE II  
PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

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

ARTICLE III  
RECOGNITION

Section 1. Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the United Steelworkers as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of all full-time Group Leaders, Treatment Specialist, Juvenile Detention Specialists, Secretary, Records Processing Clerk II, Food Service Coordinator, General Service Attendant and Cook; but excluding the Superintendent, Shift Supervisors, Office Manager, Intake Coordinator, Therapist, Therapist/Limited License Psychologist, and all other employees.

The Employer agrees not to enter into any agreement with another labor organization during the life of this 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 the wages, hours or working conditions of said employees, or any individual employees, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 2. Definitions

(a) Full-Time Employee. A full-time employee is an employee who has completed the probationary period and who is regularly scheduled to work a normal work

day and normal work week as referenced in Article XII, Hours of Work.

(b) Extra Help Employee. Extra help employees are employees who fill in from time to time to fill in temporary vacancies or perform specific work.

(c) Pronouns of Masculine and Feminine Gender. Pronouns of masculine and feminine gender shall include each other, unless the context clearly indicates otherwise.

#### ARTICLE IV FAIR EMPLOYMENT PRACTICES

The Employer and the Union agree that there will be no discrimination in employment based upon religion, race, color, national origin, sex (including sexual harassment), height, weight, marital status, disability, age, political convictions, or union activity, except as permitted under applicable state or federal law. The Employer and the Union further agree that each will cooperate with the other in taking such affirmative actions as are proper and necessary to ensure equality of opportunity in all aspects of employment.

#### ARTICLE V MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of Monroe County, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States and by the inherent power of the judiciary, including by way of illustration, but without limiting the generality of the foregoing, the right: to the management and administrative control of the 38th Judicial Circuit Court/Family Division and its divisions and facilities and the work-related activities of its employees; to hire all employees, to determine their qualifications and requirements, their termination, discipline and/or demotion, and to promote and transfer all such employees; to determine the duties, responsibilities, shifts, assignments and other terms and conditions of employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to determine the policy affecting selection, testing, recruitment, training or hiring of employees; to determine when and where to transfer or reduce personnel, when, in the judgment of the Employer, such actions are deemed necessary.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States, and the inherent power of the judiciary. Nothing contained herein shall be considered to deny or restrict the Employer in the exercise of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the 38th Judicial Circuit Court/Family Division and its divisions.

ARTICLE VI  
UNION SECURITY

Section 1. During the term of this Agreement and in accordance with and to the extent of any applicable state or federal laws, employees covered by this Agreement shall be required, as a condition of employment, to either become a member of the Union and tender thereafter the uniformly required Union membership dues or, in the alternative, tender a service fee in an amount no greater than the uniformly required Union membership dues. The membership dues or service fees shall be tendered commencing with the month following thirty (30) calendar days after the execution of this Agreement or thirty (30) calendar days after the employee's commencement of employment in the bargaining unit, whichever is later.

Section 2. The Employer will check off monthly dues, service fees, assessments, and initiation fees as designated by the International Treasurer of the Union, on the basis of individually signed voluntary check off authorization cards on forms agreed to by the Employer and the Union.

Section 3. After receiving a signed authorization to do so, the Employer will deduct from the pay of each employee, the monthly Union dues and service fees, and any designated assessments and initiation fees. The deduction shall be made on a monthly basis and shall be forwarded to the Treasurer of the International Union at P.O. Box 98517, Chicago, Illinois 60693 within thirty (30) days after such collections have been made. Such sums shall be accompanied by a list of employees from whose pay deductions have been made and the amount deducted from each. It shall also be accompanied by a list of employees who have authorized such deductions but from whom no deductions were made and the reason therefore.

Section 4. The Union agrees to indemnify, save harmless and co-defend the Employer, its agents or employees against any litigation, claim or demand which is based upon action by the Employer, its agents or employees in compliance with this Article.

ARTICLE VII  
REPRESENTATION

Section 1. The employees shall be represented by a bargaining committee of up to three (3) members. This committee shall be selected in any manner determined by the Union; however, those selected must be on the seniority list. Negotiations will be scheduled at times mutually agreeable with the Employer and the Union.

Section 2. In addition to the foregoing, the Union shall have a Steward and an Alternate Steward. When it is necessary for the Steward or Alternate Steward to perform their duties as Union representatives, they will be permitted to leave their assigned work after they notify their immediate supervisor and have been adequately replaced. In such circumstances, the Steward and Alternate Steward will be compensated at their regular rate of pay for the regular day at straight time hours. This privilege is extended with the understanding that it will not be abused.

Section 3. The Union will notify the Employer of the names and titles of its representatives within one (1) week after their appointments. No representative will be permitted to act as such until the Employer is advised that the person has become a representative.

Section 4. There shall be no discrimination against any employee because of his membership in the Union, or because of his action as an officer or in any other capacity on behalf of the Union.

Section 5. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

Section 6. The Chief Steward and/or the Local Union President will be permitted access to employees at reasonable times where necessary to transact legitimate Union business pertaining to the administration of this Agreement after notice to the designated representatives of the Employer. Should it become necessary for such Union Representative to transact Union business for a grievance at a time when he is at work, he shall be granted such time off without pay as necessary for such purpose after approval by the designated representative of the Employer. (This section shall not apply to normal union negotiations.)

## ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance shall be defined as a disagreement between the Employer and one or more of the employees represented by the Union as to the interpretation or application of a specific provision of this Agreement.

Section 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 the Superintendent (or his designated representative) and the Union Steward or the Steward's Alternate.

### Step 2

If the grievance is not settled at Step 1, the Steward, or his Alternate, shall submit a written grievance, signed by the employee and the Steward (or Alternate) to the Superintendent within ten (10) work days of the date the employee becomes aware or reasonably should have become aware of the facts giving rise to the grievance. The Superintendent (or his designated representative) shall give his written decision to the grievance within five (5) work days of this Step 2 meeting.



### Step 3

If the grievance is not settled at Step 2, the Union may request a meeting to be held between the Union President, the Superintendent, the Court Administrator, the Human Resources Director for the County of Monroe, and the Union's International Staff Representative, or their respective designated representatives. Such request shall be made to the Court Administrator or designee by the Local President (or his designated representative) within five (5) work days after receipt of the Step 2 answer. The Court Administrator or designee shall schedule a meeting within ten (10) work days of receipt of the request. The decision of the Court Administrator or designee shall be given in writing, by mail, within the next five (5) work days following the termination of the Step 3 meeting.

### Step 4 Arbitration

(a) If the grievance is not satisfactorily settled at Step 3, either the Employer or the Union may, within ten (10) work days after receipt of the Step 3 answer, appeal the grievance to binding arbitration by serving written notice thereof upon the other party. If the grievance is not appealed to arbitration within such ten (10) day period, it will be considered closed on the basis of the Step 3 answer.

(b) If the grievance is appealed to arbitration as hereinabove provided, the parties may mutually agree upon an arbitrator to hear the grievance. If the parties are unable to mutually agree upon an arbitrator then the party desiring arbitration shall, within ten (10) work days of the date of its written appeal to arbitration, request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of nine (9) arbitrators, the parties will each strike four (4) names from the list on an alternating basis. The last person remaining on the list shall be appointed to arbitrate the grievance. (Upon mutual agreement, the parties may request a second list of arbitrators from the FMCS.)

(c) The arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect as of the date of the appeal of the matter to arbitration.

(d) Each party shall be responsible for its own expenses, if any, in connection with the arbitration proceedings. The arbitration fees and expenses shall be split evenly between each party.

(e) 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.

(f) The arbitrator's decision, when made in accordance with his jurisdiction and authority, shall be final and binding upon the Employer, the Union and any employee or employees involved and cannot be changed by any individual.

Section 3. Miscellaneous Provisions. The entire grievance procedure shall be subject to the following provisions:

(a) For purposes of this Grievance Procedure, "work days" shall exclude Saturday, Sunday and Holidays.

(b) 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 becomes aware or reasonably should have become aware of the facts giving rise to the grievance. Any grievance not submitted within such time limit shall be considered automatically closed.

(c) In the event the Union inadvertently fails to appeal or process a grievance from a decision at one Step of the grievance procedure to the next within the time provided for doing so, the grievance shall be automatically moved to the next Step. If the Employer does not respond to a grievance within the specified time limits, the grievance will be deemed denied and shall automatically move to the next Step.

(d) Any employee reinstated after discharge or disciplinary layoff shall be returned to the same job classification he held at the time of the discharge or disciplinary layoff and will be paid the regular rate of pay for his classification if the position has not otherwise been eliminated and the employee has the requisite seniority to fill a position in such classification.

(e) No claims 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) The Union shall have the right to grieve working conditions of the facility that are hazardous to the health or safety of the employees. In emergency circumstances, the Union shall also have the right to request an immediate Special Conference with the Superintendent of the Youth Center. This section shall not be interpreted to interfere with the general operation of the Youth Center.

(g) It is understood that the International Staff Representative, the Court Administrator and the Chief Judge, or their respective designees, may upon mutual agreement revisit any grievance after Step III for the purpose of settling any grievance prior to arbitration.

(h) The time limitations set forth in this Grievance Procedure may be extended by mutual agreement of the Employer and the Union.

## ARTICLE IX STRIKES AND LOCKOUTS

Section 1. The parties to this Agreement recognize the service of governmental agencies and the duty of the Employer to render continuous service to the citizenry. Therefore, the Union agrees that it will not call, engage in, participate in or sanction any strike, sympathy strike, stoppage of work, or slow-down. The Employer agrees that it shall not lock out any of

its employees.

Section 2. The employees cannot be ordered to cross a picket line if such action could adversely affect the personal safety of the employee. The Employer shall not be required to pay the wages of the employees who are unable to report to work on agency property under this section.

## ARTICLE X DISCIPLINE AND DISCHARGE

Section 1. Seniority employees shall not be disciplined or discharged without just cause.

Section 2. An employee may request the presence of his Steward (or Alternate) during a meeting in which he reasonably expects to be disciplined. When a Steward is requested, the disciplinary process and conversation will stop until the Steward (or Alternate) is present with the employee. During the meeting the Employer's representative will advise the employee and the Steward (or Alternate) of the discipline contemplated and the reason for it. During this meeting, the Steward (or Alternate) shall, upon request, be granted a reasonable opportunity to meet privately with the employee.

Section 3. If a suspended or discharged employee elects to challenge such action, he shall file a grievance within three (3) working days following the suspension or discharge at Step 3 of the Grievance Procedure. Any such grievance not meeting this time requirement shall be disallowed.

Section 4. In imposing a disciplinary penalty upon a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously.

## ARTICLE XI WORK RULES AND REGULATIONS

Section 1. The Employer shall have the right to make, modify and enforce reasonable rules and regulations relating to employee conduct which, when published or posted, shall be observed by all employees. Employees who fail to abide by such rules and regulations shall be subject to discipline up to and including termination.

Section 2. The Employer shall develop and publish a General Staff Policy Manual, which shall be distributed to all employees. The provisions of this Staff Manual shall not conflict with any Article and/or section of the current Labor Agreement. Newly hired employees shall be given a copy of the General Staff Policy Manual and any new additions. The Union shall receive one (1) additional file copy.

ARTICLE XII  
HOURS OF WORK

Section 1. Normal Work Week/Normal Work Day. The normal work week shall consist of five consecutive work days in any one week commencing at 7:00 a.m. Sunday and ending at 6:59 a.m. the following Sunday.

The normal work day for employees shall consist of eight (8) consecutive hours. Such employees' normal work week is forty (40) hours.

Section 2. Overtime. Employees shall not work more than their normal work day or the normal work week without the prior verbal approval of the Department Head or designee.

Employees may be required by their supervisors to work overtime before or after regular shift hours.

Employees who work more than forty (40) hours in a work week shall receive one and one-half (1 ½) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a work week. Hours for which a person is off work due to paid sick time, paid personal time, paid vacation, paid funeral time, paid compensatory time, and paid holidays shall count as hours worked.

It is understood between the parties that when a time change occurs that the employees will be paid for actual hours worked.

Section 3. Assignment of Work Shifts, Schedules and Overtime. The Youth Center is a co-educational facility. Although every effort will be made to allow employees to select work shifts and schedules a maximum of twice per year, on the basis of seniority (most senior first), and to obtain overtime assignments on a rotational basis, there shall be at least one Juvenile Detention Specialist or Group Leader of each gender working at all times there are residents of both sexes in the Center. In assigning work shifts, schedules, and overtime, the Superintendent is empowered to bypass considerations of seniority where necessary to ensure that each shift is comprised of at least one Juvenile Detention Specialist or Group Leader of each gender at all times. In addition, where there is a demonstrable need for Juvenile Detention Specialist or Group Leaders with certain qualifications, skills, abilities, or competencies on any given shift, schedule, or overtime assignment, the Superintendent is empowered to bypass considerations of seniority where necessary to ensure that employees with said requisite qualifications, skills, abilities, and competencies are adequately represented on said shift, schedule, or overtime assignment. Subject to the foregoing, employees shall not be scheduled by the Superintendent and/or his designee in a manner that will result in a shift change unless all employees involved agree to the change. Finally, for overtime assignments, it is permissible for a Juvenile Detention Specialist to work a Group Leader shift with the understanding that the Juvenile Detention Specialist will perform only the custodial responsibilities of the Group Leader position. Juvenile Detention Specialists working in this capacity will not attend case conferences and team meetings. They will not complete monthly reports, pre-dispositional assessment reports, or conduct resident group meetings. Juvenile Detention Specialists working in this capacity will receive their regular Juvenile Detention Specialist wage.

The normal procedure for making overtime assignments shall be as follows:

Step 1

The Employer shall first assign overtime to qualified extra-help employees, if available. If an extra-help employee is unavailable to take the overtime assignment, the Employer will seek volunteers from those employees who are presently working and possess all of the requisite qualifications, skills, abilities, and competencies to perform the work. The employee who has least recently been offered or worked overtime shall be the first to be offered the overtime assignment.

Step 2

If insufficient qualified volunteers are obtained through Step 1, the Employer will seek volunteers from those full-time employees not scheduled to work who possess all of the requisite qualifications, skills, abilities and competencies to perform the work. Such assignments shall be made in order of seniority, most senior first.

Step 3

If insufficient qualified volunteers are obtained through Step 2, the Employer may (but shall not be required to) seek volunteers from qualified shift supervisors who possess all of the requisite qualifications, skills, abilities and competencies to perform the work.

Step 4

If the Employer determines it is necessary to assign the overtime work to an employee in the bargaining unit, the employee who possesses the requisite qualifications, skills, abilities, and competencies to perform the work and least recently volunteered or was required to work overtime, shall be assigned the mandatory overtime. Notwithstanding the foregoing, no employee will be required or permitted to perform the overtime if it will make them work three (3) consecutive shifts.

In the event an employee is either required to work or volunteers to work at least five (5) consecutive hours of overtime, or volunteers to work five (5) consecutive hours or longer on his scheduled day off or off shift, the Shift Supervisor or designee will record in the appropriate space provided on the "Overtime Rotation List" the date hours worked by said employee and sign his name as the person authorizing the overtime.

A periodic three (3) month review will be made of the overtime assignments to ensure they are equitably rotated. If an employee is bypassed for an overtime assignment, the matter shall be remedied by awarding the employee the next overtime assignment following the date on which the problem is discovered and resolved by the parties.

Violations of this section shall be subject to the grievance procedure commencing at Step 3.

Section 4. Call-in or Call-back Compensation. Employees called in prior to their regular shift or on a day other than their normal scheduled work day shall be entitled to receive a minimum of two (2) hours work or pay, at the discretion of the Employer.

Section 5. Lunch Period. Employees in the Group Leader, Treatment Specialist, Juvenile Detention Specialist, Food Service Coordinator, Cook, and General Service Attendant job classifications shall receive a paid meal period each work day. These meal periods shall be regarded as "work time" and may be scheduled on a staggered basis so as to permit the continuous operation of the Youth Center. All other employees shall receive a one (1) hour unpaid lunch period each work day. These lunch periods may also be scheduled on a staggered basis so as to permit continuous operation of the Youth Center.

Good grooming, table manners, and dining room etiquette is a part of the training program of the Youth Center and will be directed and supervised by all Group Leaders and Juvenile Detention Specialists.

### ARTICLE XIII SENIORITY

Section 1. The following provisions shall govern seniority:

(a) Newly hired employees shall be on probation for a period of one hundred and eighty (180) days from the date of hiring.

(b) During the term of the probationary period, such employees shall be entitled to all the rights and privileges as provided in this Agreement. However, the discharge of a probationary employee during the period of probation for other than union activity or discrimination prohibited in Article IV, shall not be a subject of a grievance. After the completion of the probationary period for such employees, seniority shall be effective as of the employee's original date of employment.

(c) Seniority shall be a factor used to determine layoff, recall, promotion, bidding on job vacancies and shift preference, provided the employee has the ability and qualifications to perform the job.

(d) An employee shall lose all seniority rights and his employment for any of the following reasons:

(1) Voluntary resignation.

(2) Discharge for just cause.

(3) Failure to return to work within ten (10) working days after receipt of notice of recall from layoff by certified mail, return receipt requested.

(4) The employee has been on layoff for the length of his seniority or two (2) years, whichever is shorter.

(5) The employee fails to report to work on the first day following the expiration of a leave of absence, unless the maximum period for the duration of such leave has not expired and the employee is unable to report for reasons beyond his control.

(6) The employee is employed elsewhere during a leave without advance written approval of the Employer.

(7) An employee is absent for three (3) consecutive working days without notifying the Employer, unless the employee is unable to give such notice for reasons beyond his control.

(8) An employee is on an FMLA or workers' compensation disability leave of absence (including a leave for which duty disability benefits are payable) for more than two (2) years. (If an employee goes on a leave of absence for reasons related to, and within ninety (90) days after his return from, an illness or injury causing a previous leave of absence, he shall be deemed to be continuing the original leave of absence.)

(e) Notwithstanding his position on the seniority list, the Chief Steward shall in the event of layoff, have super-seniority above all others in the bargaining unit, provided he has the job qualifications and ability to perform the available work. The Chief Steward shall be returned to his regular standing on the seniority list upon termination of service.

#### ARTICLE XIV LAYOFF AND RECALL

Section 1. When it is necessary to make a reduction of the number of employees in any job classification in the bargaining unit, the following procedure shall be used in making such reduction:

(a) Temporary employees shall be laid off (in any order) prior to seniority and probationary employees, providing the remaining probationary and seniority employees are able to perform the work with minimal instruction and supervision.

(b) Probationary employees shall be laid off (in any order) prior to seniority employees, provided the remaining seniority employees are able to perform the available work with minimal instruction and supervision.

(c) If it is necessary to lay off additional employees, they will be laid off in inverse seniority order, providing the remaining seniority employees are able to perform the work with minimal instruction and supervision.

(d) The Employer shall give fourteen (14) calendar days notice to the Union and employee prior to any lay-off.

Section 2. An employee recalled and reinstated to the former position held shall receive the former rate of pay in addition to any wage increases which are applied to the job classification during the period he/she was on the recall list.

Section 3. Employees who are laid off shall be paid for any and all unused vacation days that they have accumulated during their employment.

Section 4. The Union Steward shall be given the names and order of lay-off or recall whenever employees are laid off or recalled to work.

Section 5. The Employer and the Union agree that full-time employees shall be recalled from layoff to fill vacancies due to vacations or leaves of absence of two (2) weeks or more. This does not apply to an employee working full-time elsewhere.

Section 6. In lieu of lay-offs or permanent reductions in force, the Employer may request a meeting with the Union for the purpose of reaching an agreement on a reduced work schedule in order to curtail lay-offs or a permanent reduction.

The Union agrees to indemnify and save the Employer, its agents, or employees harmless against any claims, demands, suits, and any other forms of liability, which may attach to or legality of the use of this provision.

Section 7. Recall of seniority employees will be in reverse order of lay-off. Employees who are on the lay-off list shall have ten (10) days from date of notification by registered mail or certified mail within which to report and return to the employment of the Center. During this time, the job may be temporarily filled. If the employee fails to return during this period, he shall forfeit his seniority and rights of recall. (No employee shall be required to return to work unless it is expected to be full-time.)

Section 8. In the event that any job classification is eliminated, the affected person will be allowed to bump the least senior employee in a lower rated job whose job he has the qualifications and ability to perform.

## ARTICLE XV POSITION VACANCIES

Section 1. Regular Position Vacancies. The following provisions shall govern the filling of regular position vacancies:

(a) The Employer shall develop standard job descriptions for each classification. Such job description shall set forth the required duties and minimum requirements.

(b) The Employer will post a notice of vacancy within the bargaining unit for five (5) working days on the bulletin board provided by this Agreement setting forth the title of the job classification, the rate of pay, the shift and a brief description of the required duties as displayed in the standard job descriptions.

(c) All employees in any classification covered by this Agreement shall be eligible to submit a bid, in writing, requesting consideration for a transfer to the job



classification where the posted vacancy exists. Only those employees who make application during this five (5) day period will be considered for a job. Promotions shall be made on the basis of seniority and qualifications. In the event two (2) or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. Notice of the successful bidder, if any, shall be posted and the bidder transferred within thirty (30) work days after the bidding closes. If the Employer is unable to transfer the employee within said period, the employee shall be compensated at the rate of the position he was awarded, or his present rate, whichever is higher, until the employee can be transferred.

All employees so promoted shall be placed on the higher rated job for a probationary period of ninety (90) days. In the event the employee does not successfully pass the probationary period, or elects to voluntarily return to his/her former position, such employee shall be returned to his former position without loss of seniority or pay or benefits. If, in the opinion of the Employer, no qualified bidders are available through the bidding procedure, the Employer may fill the posted vacancy by hiring a new employee. In the event the Union is not satisfied with the Employer's determination, the Union may use the grievance procedure.

(d) Employees may exercise their seniority to bid the schedule of a vacant position in the same classification and pay grade. Except in extraordinary circumstances, the transfer shall be made within ten (10) work days of the Employer's receipt of such bid.

(e) Any employee hired into another position of the Employer, but outside of the bargaining unit shall have ninety (90) days to return to his former position without loss of seniority or benefits.

## Section 2. Temporary Vacancies.

(a) In the event a temporary vacancy occurs in a job classification in the bargaining unit, the opportunity to fill such temporary vacancy shall be offered to qualified employees in the classification in order of seniority. If no employees desire to fill such vacancy, the Employer may fill the vacancy by assigning the least senior qualified employee within the classification. An employee temporarily transferred shall continue to acquire seniority and upon completion of the temporary transfer the employee so transferred shall return to the job where he held seniority.

(b) In the event the temporary job vacancy exceeds thirty (30) work days and the time is not extended by mutual agreement between the Employer and the Union, the temporary job vacancy shall be filled for the balance of the temporary absence by following the job bidding procedure set forth in this Article. Such postings shall be marked as temporary vacancies only, so that bidding employees may know of the temporary nature of the vacancy.

ARTICLE XVI  
COMPENSATION

Section 1. Base Wages. The base wage rates for each classification covered under this Agreement are set forth in Appendix A.

New hires shall be placed at Step One (the minimum rate) of the Wage Schedule. After one (1) year of service at Step One, the employee shall advance to Step Two. Each employee shall thereafter advance to each successive step after twelve months service at each such step until he reaches the maximum step of the Wage Schedule for his classification and pay grade.

Section 2. Payment of Wages. Employees will be paid wages due by check or direct deposit every two (2) weeks. Payroll checks will be distributed by the Department Head or his representative, every other Friday as early as possible in the day. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose. One (1) week of wages is withheld to provide the necessary time to prepare the payroll. In the event a holiday falls on a payroll Friday, the checks will be distributed on the last working day preceding the holiday as early as possible in the day.

Section 3. Pay Adjustments For Promotions, Transfers and Demotions and Temporary Assignments Out of Classification.

(a) If an employee is promoted, or temporarily transferred for a period exceeding three (3) continuous working days (excluding employees who are on vacation) to a classification in a higher pay grade, his base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to 5% above the base rate he was last paid in his former position, or the maximum rate of the higher pay grade, whichever is lesser.

(b) If an employee is transferred to another classification in the same pay grade his base pay shall remain the same.

(c) If an employee is transferred or demoted to a classification in a lower pay grade, his base pay shall be reduced to the rate specified for the same step on the salary schedule in such lower graded position as the step on which he was placed at the time of his transfer or demotion.

(d) A premium of \$2.00 per hour shall be paid for all hours worked to each member of the line staff who is assigned to replace a Shift Supervisor.

Section 4. Transfers from Part-Time to Full-Time Status. An employee who is transferred from part-time to full-time status shall have his part-time hours converted to full-time service for purposes of placement at the appropriate step of the salary schedule and to determine the date on which insurance benefits will commence. All other fringe benefits shall commence effective on the date of the employee's transfer to full-time status.

Section 5. Longevity Pay. The longevity pay plan will be grand fathered in for all Youth Center employees on the payroll as of December 31, 1988. Any employee hired after this date will not be covered by this longevity plan.

(a) An employee must have five (5) years of continuous service as of December 1 of each calendar year in order to be eligible for longevity pay. Employees with less than five (5) years of continuous service shall not be eligible.

(b) Longevity pay adjustments are to be based upon the number of years of continuous service with Monroe County and/or Employer, determined as of December 1 of each calendar year, and shall be in the amount of one hundred twenty-five (\$125.00) dollars for the first five (5) years of continuous service, plus the additional sum of twenty-five (\$25.00) dollars for each additional year of continuous service.

(c) If an employee does not receive compensation for at least one thousand five hundred (1,500) 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.

(d) Employees shall not be entitled to any longevity pay if their employment with the Employer is terminated for any reason prior to December 1 of any calendar year.

(e) An employee who retires under the Monroe County Retirement Plan shall be entitled to a proration during the year of retirement; otherwise no proration is permitted.

Section 6. Shift Premium. Employees covered by this Agreement shall be eligible for a shift premium of \$0.35 per hour for work on the midnight shift and \$0.45 per hour for work on the afternoon shift.

## ARTICLE XVII JOB CLASSIFICATIONS

If a new job classification is created by the Employer during the term of this agreement resulting from a significant change in the duties and responsibilities of a job classification, the Employer shall establish a temporary rate for that job classification and shall notify the Union immediately of the establishment of the new job classification and the temporary rate. Within ten (10) working days after such notification the Union may request, in writing, the opportunity to negotiate with the Employer on the rate of pay for the new classification. If the Union does not request negotiations within the aforesaid ten (10) working 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 the thirty (30) calendar days after the first meeting between the Union and the Employer on the rate of pay for such new job classification, the matter shall be processed through the grievance procedure. If the grievance is referred to an Arbitrator, he or she shall use as the basis for his decision, the qualifications, and the degree of complexity, responsibility, effort and skill associated with the new or revised job classification as compared to other job classifications in the Bargaining Unit.

ARTICLE XVIII  
INSURANCE

Section 1. Health Care Benefits.

(a) From the ratification of this Agreement by both parties through and including December 31, 2010 there shall be no changes in employees' health care benefit plans.

(b) Effective January 1, 2011, the Employer agrees to permit each regular, full-time employee (and his eligible dependents<sup>\*</sup>) to select health care coverage for themselves and their eligible dependents through one of the following plans:

- 1) Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay.
- 2) Blue Cross/Blue Shield of Michigan Community Blue PPO Option-2 Plan with Rx generic mandate 10 co-pay, and brand name \$40 co-pay.
- 3) Blue Cross/Blue Shield of Michigan Community Blue PPO Option-3 Plan with Rx generic mandate 10 co-pay, and brand name \$40 co-pay.
- 4) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 4 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay.
- 5) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 5 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay.
- 6) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 6 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay.
- 7) Coalition of Public Safety Employees Health (C.O.P.S) Trust Plan with Rx generic mandate \$10 co-pay and brand name \$20 co-pay.

Except as otherwise provided herein the Employer and the employee shall each make contributions toward the cost of coverage as follows:

Commencing January 1, 2011, the Employer shall apply 90% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue

Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

Commencing January 1, 2012, the County shall apply 88% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

Commencing January 1, 2013, the County shall apply 85% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

(c) 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. Employees are eligible to change their coverage selection from among the options listed above during periods of open enrollment. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through automatic payroll deduction. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment.

(d) 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. The Human Resources Department shall provide all the necessary forms for enrollment.

(e) Except as otherwise provided in Article XXII, Leaves of Absence, Section 1, Family and Medical Leave, when on an authorized unpaid leave of absence of more than thirty (30) days, 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.

(f) 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 thirty (30) days, terminates, retires, 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.

(g) An employee who is on layoff or leave of absence for more than thirty (30) days or who terminates may elect under COBRA to continue the coverage herein provided at his own expense.

(h) The Employer reserves the right to change the carrier(s), the 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.

(i) 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.

Section 2. Voluntary Withdrawal from Health Care Plan.

(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 Employer's Health Care Benefits Plan shall submit a written request for such waiver to the County's Human Resources Department.

(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 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, paid in a separate check, the first non-pay Friday 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 during periods of open enrollment or provided he demonstrates that he can no longer receive such benefits from another source, e.g. loss of coverage from another carrier or divorce. Requests for reinstatement will not be unreasonable denied. All such applications for reinstatement shall be made, in writing, to the County's Human Resources Department. The County's Human Resources Department will respond to such requests within fifteen (15) calendar days of receipt of the request. Coverage will be effective on the date coverage is lost. Such response will indicate the effective date that the employee, his spouse and dependents is once again covered under the 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's Human Resources Department.

(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, paid in a separate check the first non-pay Friday 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, paid in a separate check, the first non-pay Friday 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 during periods of open enrollment, or provided he demonstrates that his spouse can no longer receive such benefits from another source, e.g. , loss of coverage from another carrier or divorce. All such applications for reinstatement shall be made, in writing, to the County's Human Resources Department. The County's Human Resources Department will respond to such requests within fifteen (15) calendar days of receipt of the request. Coverage will be effective on the date the coverage is lost. 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.

Section 3. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time employee (and his eligible dependents\*), a choice of coverage under one of the following dental insurance plans:

- 1) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement;
- 2) the \*Coalition of Public Safety Employees Health (C.O.P.S.) Trust/Dental Plan; or

- 3) other plans designated by the Employer which provide equal or better coverage.

Coverage under the foregoing plans shall be 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. Employees who select the C.O.P.S. Trust Dental Plan shall pay the difference between the monthly premium cost of the C.O.P.S. Trust Dental Plan and the monthly premium cost of the Employer's Dental Plan currently in effect.

(b) To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits upon the commencement of his regular employment as directed by the Employer.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the dental care benefits herein provided. When on an authorized unpaid leave of absence for more than two weeks or at the end of the month, whichever is greater, 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 prior to the commencement of the leave as directed by the Employer. 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 or at the end of the month, whichever is greater.

(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 or at the end of the month, whichever is greater, terminates, retires, 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 at the end of the month, whichever is greater or who terminates may elect under COBRA to continue at his own cost the coverage herein provided.

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

#### Section 4. Vision Care Benefits.

(a) The Employer shall provide each regular, full-time employee (and his eligible dependents\*) vision care benefits coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield of Michigan Vision A-80 Plan;



- 2) the Coalition of Public Safety Employees Health Trust/Vision Plan; or
- 3) other plans designated by the Employer which provide equal or better coverage.

Employees who select vision coverage with the Coalition of Public Safety Employees Health Trust Vision Plan shall pay the difference between the monthly premium cost of the C.O.P.S. vision plan and the premium cost of the Blue Cross/Blue Shield of Michigan Vision A-80 Plan or any other vision plan designated by the Employer. 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 Employer. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. 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 or at the end of the month, whichever is greater.

(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 or at the end of the month, whichever is greater, terminates, retires, 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 at the end of the month, whichever is greater or who terminates may elect under COBRA to continue at his own cost the coverage herein provided.

(f) The Employer reserves the right to change the plan(s), the carrier(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.

\* 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.

Section 5. Term Life and Accidental Death and Dismemberment Benefits.

(a) The Employer shall provide each regular, full-time seniority employee term life insurance and accidental death and dismemberment benefits in accordance with the following schedule:

<u>ANNUALIZED SALARY</u>	<u>BENEFIT AMOUNT</u>
Less than \$20,000	\$20,000
\$20,001 to \$25,000	\$25,000
\$25,001 to \$30,000	\$30,000
\$30,001 to \$35,000	\$35,000
\$35,001 to \$40,000	\$40,000
\$40,001 to \$45,000	\$45,000
\$45,001 to \$50,000	\$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 upon the commencement of his regular employment as directed by the Employer.

(c) Subject to the other provisions of this Agreement, the Employer 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, or at the end of the month, whichever is greater—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 prior to the commencement of the leave as directed by the Employer. 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, or at the end of the month, whichever is greater.

(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 not more than two weeks, or at the end of the month, whichever is greater, terminates, retires or is laid off. Upon return from a leave of absence of not more than two weeks, or at the end of the month, whichever is greater, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

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

Section 6. Short Term Disability Benefits.

(a) The Employer agrees to continue to provide each regular, full-time seniority employee short-term disability benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the plan. Coverage shall commence on the day following the employee's 365<sup>th</sup> day of continuous employment.

(b) For the first twenty-six (26) weeks of disability payments, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every duty pertaining to his occupation, provided that the employee shall be deemed not to be disabled if he engages in any occupation. Thereafter, "disability" is defined as the complete inability of the employee, due to injury, disease or mental disorder, to perform any and every gainful occupation for which he is reasonably fitted by education, training or experience.

If at the end of the initial twenty-six (26) week disability benefit period the employee continues to be disabled, the Employer, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Employer's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Employer at the rate of pay established by said position. The Employer reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employee's limitations and restrictions as certified. If the employee is released from the limitations and restrictions as certified within two (2) years of the date the employee first becomes disabled, the employee shall be returned to the position he held immediately preceding his disability. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time he went on disability, for such time as the employee is eligible to receive disability benefits for two years, whichever is lesser. If the employee is in a regular position vacancy upon the expiration of the two (2) year period, the employee shall continue in said position if the employee is able to perform all of the essential functions of that job, with or without reasonable accommodation as provided under the Americans with Disabilities Act. In that circumstance, the employee's rate of pay shall be reduced to the regular rate for that position. If the employee is not in a regular position vacancy upon the expiration of the two (2) year period, the employee shall be terminated concurrent with the termination of his disability benefits.

(c) The amount of disability income benefits provided by the Employer shall be 67% of the employee's gross basic monthly earnings with a maximum monthly benefit of \$4,000.00 and a minimum monthly benefit of \$100.00. The maximum benefit period shall be two (2) years.

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

- Social Security Disability Benefits
- Workers' Compensation Disability Benefits
- Duty Disability Benefits
- Pension Disability Benefits
- Disability Benefits under any "no-fault" automobile reparation insurance law.

The employee shall apply for the foregoing benefits immediately upon becoming eligible for same. Further, the employee shall keep the Employer fully apprised in writing of his eligibility for and the status of said benefits and provide the Employer with such certification as it may require.

(e) The waiting period for starting disability payments is one (1) day for accidents and seven (7) calendar days for illnesses. The seven (7) days shall be uninterrupted and consecutive. The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement. If the employee has utilized all sick days allocated for that given year and has an accumulated bank of sick days, the employee may use them.

(f) The employee shall complete the disability form provided by the Employer or its designee, along with a statement from the employee's physician stating the nature of illness or disability and the expected length of time that the employee may be disabled. Supplemental documentation shall be provided as often as required by the Employer but no less than once per month. The Employer may at any time also require the employee to submit to additional examination and testing by physicians of its choice. The Employer shall pay the cost of any such examinations and tests.

(g) No disability benefits will be paid unless the disabled employee is under the care of a physician who states, in writing, that the employee continues to be disabled. This documentation shall be provided as often as required by the Employer but not less than once per month. The Employer 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 Employer'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 his examination and evaluation. This physician will be selected by the Employer's designated physician and the employee's physician and his examination will be at the Employer's 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 Employer or its designee as to said employee will be done by such physician.

(h) The Employer or its designee shall maintain all insurance benefits for the disabled employee and, in the case of health care benefits, for his eligible family, up to one (1) year from the disability. The Employer or its designee may, at its discretion, extend said insurance benefits or allow the disabled employee to purchase said benefits from its carrier, if applicable.

(i) Successive periods of disability separated by less than two (2)

weeks of full-time active employment at the employees customary place of employment shall be considered a single period of disability unless the subsequent disability is due to an injury or sickness entirely unrelated to the causes of the previous disability and commences after the employee has returned to full-time active employment.

- (j) No payment will be made for benefits resulting from:
- Disability for which the individual is not under the continuous care of a physician;
  - Intentional, self-inflicted injuries or illnesses while sane, or self-inflicted injuries or illnesses while insane;
  - Participation in a riot, rebellion or insurrection;
  - Commission or attempted commission of a criminal offense.
  - The abuse of drugs or alcohol unless: (I) the employee is confined in a hospital or is satisfactorily participating in a program of rehabilitation deemed appropriate by the Employer or designee and this confinement or rehabilitation began during the waiting period, or (ii) there is also organic disease present which would cause total disability if the abuse of the drug or alcohol ceased. In any event, disability benefits for abuse drugs or alcohol is limited to no more than twenty-six (26) weeks.

(k) Vacations, holidays, longevity, sick pay, and other employee benefits shall not accrue, accumulate or be paid when the employee is receiving disability benefits.

(l) Disability payments shall be made on a weekly or bi-weekly basis.

(m) The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's plan.

(n) To qualify for disability benefits as above described, each employee must individually enroll and make proper application for such benefits with the Employer upon the commencement of his regular employment with the Employer Forms shall be provided to employees by the Employer or designee. An employee who fails to complete, sign and return the application forms as herein provided is specifically and expressly excluded from such benefits until such time as he enrolls and makes proper application during an open enrollment period.

(o) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the disability benefits herein provided for the period that the employee is on the active payroll.

(p) An employee's disability benefits shall terminate on the date the employee goes on leave of absence, terminates, retires or is laid off. Upon return from leave of absence or layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

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

(r) The Employer's responsibility to pay for any of the foregoing disability benefits shall terminate as of the expiration date of the Agreement.

Section 7. Duty Disability Benefits.

(a) The Employer agrees to make duty disability payments to employees covered by this Agreement.

(b) "Duty Disability" as the term is used herein is defined as (1) an injury resulting from an assault on an employee in the course of an employee's performance of his assigned job functions, or (2) an injury incurred by an employee while attempting to physically manage a resident in the performance of the employee's assigned job functions;

(c) The employee must report such injury to his immediate supervisor as soon as possible and submit to such medical treatment as may be necessary under the circumstances. The supervisor shall keep a written record of the notification of each such reported injury;

(d) The eligible employee must be disabled from performing work for the Monroe County Youth Center to the extent required by the Michigan Workers' Disability Compensation Act and each party agrees to be bound by the determination under such Act as to the fact of disability; provided, however, if the period of disability does not exceed seven (7) days, an eligible employee shall nevertheless be entitled to payments hereunder upon the certification of the treating physician that such employee is disabled for duty for such time as the certification may specify;

(e) To be eligible for duty disability payments under this plan, the following is required:

(1) If an eligible employee is unable to perform his regular duties as a result of a duty disability as herein defined, he will be required to perform such other Departmental duties as he is capable of performing within such reasonable medical restrictions as may be determined in light of the nature of his disability. In the first instance, the treating physician shall determine any such restrictions on work activities but the Employer may, at its expense, have the employee examined by a physician of its choosing for the purpose of determining whether the employee can perform any duties within the Department, and, if so, what restrictions are applicable. In the event there is a disagreement between the treating physician and the Employer's physician as to whether the employee may perform such duties,

it shall be resolved by an independent third party physician elected by the treating physician and the Employer's physician, and such independent third physician's decision shall be binding upon the employee, the Union and the Employer. Duties assigned to an employee pursuant to this provision may be different than those duties to which the employee would normally be assigned.

(2) In the event of complete disability, such that the employee cannot continue to perform any departmental duties, he shall be entitled to disability benefits computed as follows:

(i) The disabled employee's net pay after all applicable deductions shall be determined on a weekly basis based upon his rate of pay, income tax status and deduction status as of the last full pay period ending prior to the date of disability and computed upon the assumption that the employee worked eighty (80) hours during such pay period. Utilizing this information, the Employer shall determine the disabled employee's net take-home weekly wage, which would be the amount the employee would have received for such pay period if he had not been injured.

(ii) From the disabled employee's net weekly take-home wage, there shall be deducted weekly workers' disability compensation benefits to which such employee is entitled under the workers' disability compensation laws of the State of Michigan, and other payments received by the employee under this Agreement, and the Employer will pay the difference between such weekly workers' disability compensation benefits and the disabled employee's net weekly take-home pay, as computed above, for a maximum period of two (2) years.

(iii) In the event an employee remains completely disabled within the meaning of this Section for the period of one (1) year, such employee shall promptly make application for social security disability benefits, shall furnish proof to the Employer of such application and shall keep the Employer informed at all times as to the status of such claim. In the event the disabled employee is awarded social security disability benefits, the Employer's liability for duty disability payments under this duty disability plan shall be the difference between the sum of weekly workers' 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 shall not be less than what the employee would have received based on a 2,080 hour work year.

(3) All of the foregoing are subject to further limitation of the Employer's responsibility for duty disability payments under this Agreement. This responsibility shall be limited to a period of time, which is lesser of:

(i) The date the employee returns to full duty and is taken off of duty disability.

(ii) The date the employee is placed on restricted duty and is paid the amount to equal the employee's regular pay.

(iii) The date the employee attains the age of sixty-two (62) years and retires.

(iv) The date the employee reaches two (2) years of absence from work due to the duty disability.

(4) At this time, the Employer will be responsible for the difference between the net pay of the employee had he been able to return to full duty, and the combined amount of workers' disability, pension and social security payments. In the event social security, pension and/or workers' disability compensation would, for some reason, become unable to furnish payment, the Employer would be liable and pay the entire amount. As the salary schedule increases, it will also increase for the employee on Social Security and Disability Retirement.

(5) While on duty disability pursuant to this Section, the employee's medical and life insurance will be continued for the period of said disability leave. Vacations, holidays, longevity, sick pay and other employee benefits shall not accrue, accumulate or be paid when an employee is receiving duty disability benefits. The employee's benefits status shall be frozen as of the date of commencement of this disability leave and, upon termination of the leave, such benefits shall be reinstated to the employee.

(6) Duty Disability checks will be paid on the regular payday.

(f) The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's plan.

(g) An employee's disability benefit plan shall terminate on the date the employee goes on leave of absence, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

(h) The disability benefits plan herein provided is presently self-insured by the Employer. The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are substantially equal to or better than the benefits outlined above.

(i) The Employer's responsibility to pay for any of the foregoing disability benefits shall terminate as of the expiration date of this Agreement.

## ARTICLE XIX RETIREMENT AND RETIREE HEALTH CARE

### Section 1. Retirement Plan for Employees Hired prior to January 1, 2011

(a) Subject to the terms and conditions herein provided, the Employer 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 55 or older with 30 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire on or after the date this Agreement is ratified by both parties shall be two and one half (2.5%) percent of the employee's final average compensation multiplied by his years of credited service not to exceed seventy-five percent (75%) of their final average 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 Employer last terminates.

An individual who retires under the normal retirement or disability retirement provisions of the Monroe Employer 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.

## Section 2. Retirement Plan for Employees hired on or after January 1, 2011

General. Subject to the terms and conditions herein provided, the Employer agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who become participants in the Plan on or after January 1, 2011.

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. Effective January 1, 2011 the monthly benefit formula applicable to retirement for all employees in the bargaining unit who were hired on or after January 1, 2011, shall be one and one-half ( 1.5% ) percent of the employee's final average compensation multiplied by his years of credited service, not to exceed seventy-five percent (75%) of their final average compensation. Effective January 1, 2011, all employees shall contribute three (3%) percent of all earning to the Retirement System. Such contributions shall be made through automatic payroll deduction on a biweekly basis from each member's earnings. 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 Employer last terminates

An individual who retires under the normal retirement or disability retirement provisions of the Monroe County Employees Retirement System 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.

Section 3. Retiree Health Care Plan.

A. General. All persons hired by the Employer on or after June 14, 2005 shall not be eligible for retiree health care benefits and shall not be required to make contributions to the Retiree Health Care Fund referenced in Section 3 below.

All regular full-time seniority employees who were hired prior to June 14, 2005, 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 himself and/or spouse and eligible dependents shall be payable on a monthly basis through automatic deduction from the retiree's pension benefit.

All coverage shall be subject to the specific terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing and other provisions applicable to each 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.

B. Retiree Coverage

Pre-Medicare: Employees who retire on or after January 1, 2011, will be provided the same health care benefits, including but not limited to, cost sharing, that it provides to its active employees until the retiree becomes eligible for Medicare.

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 those retirees who are properly enrolled in the Part B Medicare Program as above provided, a Supplemental Plan, with a \$100 deductible. Such Plan will have the same Rx drug benefits the County provides its active employees.

C. Spousal and Dependent Coverage: To be eligible for the health care benefits 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 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. Upon payment of the required contribution to illustrated

premium by the retiree for his own coverage or coverage of the retiree's spouse and/or dependent child(ren), the Employer shall pay 50% of the remaining part of the illustrated premium cost for a participating retiree's spouse and \*eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.27% 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 thirty (30) 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 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 in compliance with federal law.

(a) The Employer 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.

(b) 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 Employer's expense.

#### Section 4. Retiree Health Care Fund.

The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." Employees not eligible to participate in the Retiree Health Care Plan are not required to contribute to the Retiree Health Care Fund.

Employees who were hired prior to June 14, 2005 are required to contribute three (3%) percent of their bi-weekly base pay to the 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 Employer.

Section 5. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance. Effective January 1, 2011, new hires will not be eligible for retiree 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 XX HOLIDAYS

Section 1. Effective upon the ratification of this Agreement by both parties, the Employer shall recognize the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday (1/2 Day) (designated for Secretary and Records Clerk II only)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

The actual day on which one of the foregoing holidays falls shall be the designated holiday for Group Leaders, Treatment Specialist, General Service Attendant, Juvenile Detention Specialists and Cooks. The Employer shall designate the day of observance of each holiday for all other employees.

Section 2. Employees who work on any of the holidays set forth in Section 1 above shall receive time and one-half (1 ½) for all hours worked on the holiday. At the employee's election, up to eight (8) hours compensatory time may be earned in lieu of compensation, subject to a maximum accrual of twenty-four (24) hours compensatory time at any point in time. Employees may elect to use compensatory time in whole-hour increments not to exceed eight (8) hours. The utilization of compensatory time shall be subject to scheduling and approval of the Superintendent.

Section 3. To be eligible for holiday pay an employee must work the last scheduled work day before and the next scheduled work day after the holiday or the day of its observance, unless the employee has received an excused absence, is on vacation, personal or paid sick days. (Note: Employees who are receiving disability, duty disability, workers compensation benefits, or who are on an unpaid leave of absence shall not be eligible for holiday pay.)

Section 4. Employees who are on vacation during the period in which a designated holiday is observed shall be paid for such holiday and shall not have the day counted as part of the employee's vacation.

ARTICLE XXI  
VACATION

Section 1. Description of Vacation Benefits. For the purpose of computing vacation time the minimum time of one (1) hour will be taken. All time in excess of one (1) hour in any one (1) day will be rounded off to the next nearest tenth of an hour.

Vacation hours are earned per each \*qualified calendar month from the employee's anniversary date. The minimum vacation period, at any one time, is to be one (1) hour.

Vacations can only be carried forward one additional calendar year. Any vacation not taken within a two (2) year period will be forfeited.

Employees hired prior to January 1, 2011, will earn vacation hours based upon the following \*qualified continuous employment from his anniversary date in accordance with the following schedule:

<u>Qual. Cont. Mos. Employment</u>	<u>Earned Vacation Time</u>
6 months	40.0 Hours
7 thru 18	5.5 Hours Per Month
19 thru 60	7.0 Hours Per Month
61 thru 84	8.5 Hours Per Month
85 thru 144	10.0 Hours Per Month
145 thru 180	12.0 Hours Per Month
181 thru 240	13.5 Hours Per Month
241 and Over	17.0 Hours Per Month

Employees hired on or after January 1, 2011, will earn vacation hours based upon the following \*qualified continuous employment from his anniversary date in accordance with the following schedule:

<u>Qual. Cont. Mos. Employment</u>	<u>Earned Vacation Time</u>
6 months	40.0 Hours
7 thru 18	5.5 Hours Per Month
19 thru 60	7.0 Hours Per Month
61 thru 84	8.5 Hours Per Month
85 and over	10.0 Hours Per Month

No special vacation pay will be made but checks will be issued as of the normal pay days as they occur. Vacation pay shall be determined as of the employee's current salary at the time the vacation is taken. Vacation may not be taken until it is fully earned.

In the event of an employee's death, voluntary quit, discharge for just cause, or other separation from employment for any reason, any unused vacation pay earned immediately preceding such termination but not taken as of the date of termination, will be paid as part of the employee's final wages on the pay period following his termination, and the position may be filled by the Department Head immediately after the date of termination.

In the event a vacation period contains a holiday, the employee shall make prior arrangements with his Department Head to either have an additional day added to his vacation or schedule an additional vacation day off at a subsequent time.

\*Qualified calendar month means a month that the employee receives at least fifteen (15) working days pay.

Section 2. Vacation Requests. On or before January 1 of each year, the Superintendent shall post a list denoting the available vacation periods. The following holidays shall be excluded from the list of available vacation periods under this provision: Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's day. Employees must specify desired vacation periods in writing to the Superintendent by January 15 and/or January 30 (whichever applies) of each year, indicating a first, second, and third choice. The Superintendent will establish vacation schedules consistent with necessary personnel requirements to assure the orderly operation of the Youth Center.

All employees who apply for a vacation on or before January 15 shall be granted a vacation period of five (5) consecutive workdays, plus all adjoining days off. Once these vacation periods have been scheduled, employees with more than two (2) years seniority shall be granted additional vacation periods based on the following:

- More than 2 years and up to 5 years - 2 consecutive workdays
- More than 5 years 2 to 5 consecutive workdays

Qualified employees must apply for the additional vacation periods after January 15 and before January 30. In the event it becomes necessary for the Employer to allot vacation periods because of an excessive number of requests for the same period, seniority of the employees in the affected job classification shall govern, provided the remaining employees are qualified in all respects to perform the available work. The Employer will post vacation schedules on or before the last day of February of each year.

Employees who do not make their vacation requests known until after the deadline for the submission of their vacation request, or who are entitled to vacation time in excess of ten (10) workdays, will be granted open vacation periods provided the remaining employees are qualified in all respects to perform the available work and the time off can be reasonably accommodated.

ARTICLE XXII  
LEAVES OF ABSENCE

Section 1.     Family and Medical Leave.     An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Section 2.     Sick Leave.     Full-time employees who have completed the new-hire probationary period shall be credited with six (6) sick days each calendar year. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.) Such annual "sick days" shall not accumulate from one year to the next, but at the end of each year the employee shall receive payment at his regular hourly rate for 100% of all such unused annual "sick days".

Sick pay benefits are subject to the following conditions:

(a)     Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability, which makes it impossible for the employee to perform regular duties.

(b)     Sick pay benefits will not be granted before they have been earned.

(c)     Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Superintendent or his designee not later than one (1) hour before the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be the cause for denial of sick pay benefits.

(d)     The Employer may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate shall not apply to absences of less than six (6) days unless such short periods of absence are habitual with the employee.

(e)     In the event an employee received sick pay benefits and it is subsequently established that the employee was not ill or disabled or has otherwise misused the sick pay benefits the Employer may cancel an equal number of sick days previously accrued or to be accrued.

(f)     The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked during the absence.

For the purposes of computing sick time taken which would be less than one (1) day (eight (8) hours), the actual sick time taken will be rounded to the next nearest tenth of an hour.

Section 3. Workers' Compensation Disability Leave. An employee who is disabled due to a work related injury that is compensable under the Michigan Worker's Disability Compensation Act shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. During such leave the employee shall be entitled to receive the applicable workers' compensation benefits required by law. The employee's medical and life insurance will be continued for the period of said disability leave. Vacations, holidays, sick pay and other employee benefits shall not accumulate or be paid during such leave. The employee's benefits status shall be frozen as of the date of commencement of the compensation leave and upon termination of the leave, such benefits shall be reinstated to the employee.

Section 4. Personal Leave. Regular full-time seniority employees who have completed one (1) year of service shall be credited with four (4) personal days off with pay each calendar year.

Employees who complete one (1) year of service after January 1 shall receive prorated personal time during the first year of eligibility. Such time cannot be carried over from one calendar year to the next. Prior to November 1<sup>st</sup> of each year an employee may request payment of up to thirty-two (32) hours of his unused personal leave days, paid in a separate check, the first non-pay Friday in December. Such requests shall be in writing and submitted to the Superintendent and the County's Human Resources Director.

Regular full-time seniority employees hired on or after January 1, 2011 who have completed one (1) year of service shall be credited with two (2) personal days off with pay each calendar year.

Employees who complete one (1) year of service after January 1 shall receive prorated personal time during the first year of eligibility. Such time cannot be carried over from one calendar year to the next. Prior to November 1<sup>st</sup> of each year an employee may request payment of up to sixteen (16) hours of his unused personal leave days, paid in a separate check, the first non-pay Friday in December. Such requests shall be in writing and submitted to the Superintendent and the County's Human Resources Director.

Personal time may be used at the employee's discretion subject to the following limitations:

(a) The Superintendent or his designee shall be notified no later than two (2) hours before the employee's scheduled starting time when taking a personal day. This notification will be acceptable only if it is made on or before the day of the intended absence.

(b) The Superintendent or his designee may deny the personal day if it will cause an overtime situation.

(c) Personal days may not be taken on holidays nor after December 15 of any given calendar year.

(d) Personal time may be taken in one-hour increments.



Employees with one (1) or more year of seniority may be granted a personal leave of absence by the Employer for compelling reasons for an initial period of up to two weeks. Applications for such personal leave shall be filed with the Employer. The reason for the leave shall be set forth in the employee's application. Once granted, personal leaves may be extended at the discretion of the Employer by its written approval obtained prior to the expiration of the original leave, but in no event for a period longer than an additional thirty (30) calendar days. Employees granted a personal leave shall be subject to the following provisions:

(a) Upon return from personal leave, the employee shall be reinstated at the current pay level and position as held as the time the leave was granted.

(b) The employee must keep the Employer informed on any change in status or any change in conditions, which caused the request for leave.

Section 5. Funeral Leave. An employee will be granted funeral leave without loss of pay for a period of up to a maximum of three (3) scheduled work days, between the date of the death and the day of the funeral. Funeral leave is granted to permit the employee to attend the funeral of a designated relative and is to be applicable only if the employee attends the funeral. The employee will not be compensated 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 application purposes, "immediate family" means: father, mother, step-parents, sister, brother, child, stepchildren, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, and grandchildren. Time spent on funeral leave shall be considered as time worked for purposes of these policies and practices and employees' benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take the day off to attend the funeral of a sister-in-law, brother-in-law, aunt, or uncle and receive pay for that day. The Employer agrees to allow the employee to use personal days or vacation days to attend a funeral of immediate family if the funeral is in excess of 300 miles from Monroe but not to exceed a total of five (5) days.

Section 6. Union Leave. The Employer shall grant a Union leave of absence for a period of up to one (1) year to an employee elected to a Union position or selected by the Union to attend a labor convention or educational conference. A two (2) week advance notice in writing may be required for any such leave. Not more than one (1) employee shall be entitled to leave under this section at any one time. Such leave shall be without pay. The employee may reapply for one (1) additional year, sixty (60) days prior to the termination of the leave. At the conclusion of the leave, the employee shall be placed at the current salary level and in the same position as at the time the leave commenced.

Section 7. Jury Duty/Witness Leave. Employees with seniority who are called for jury duty will be paid the difference between their jury pay and their regular day's pay for each day they are acting as jurors, providing they provide the Employer evidence of the jury pay they receive. This will also apply to witness pay pertaining to their job.

Section 8. Education Leave. Employees with one (1) year or more of service with the Employer who desire to enroll in an educational course offered by an accredited educational institution or an agency which offers advance training which would aid the employee in the performance of the employee's duties with the Employer and would contribute to the increased

potential of said employee, may request an educational leave of absence in accordance with the following procedure:

(a) The employee shall submit an application for such leave to the Employer listing the course or courses to be taken, together with a brief description of such courses and a statement as to the value of such course or courses in connection with the employee's continued employment with the Employer. The application may request reimbursement, in whole or in part, of the cost of the tuition and books for such course or courses. The application shall contain a statement from the Superintendent as to the value of such course or courses in connection with the employee's job duties and the department head's recommendation as to whether or not the leave should be approved.

(b) In the event the employee seeks reimbursement of the cost of tuition and books, either in whole or in part, the application shall set forth to the best of the employee's knowledge the amount of such cost.

(c) The Employer shall approve or reject the application by written notice to the employee within thirty (30) calendar days of its receipt by the Employer. If the application is approved, the notice of approval shall state whether or not the Employer will reimburse the employee for all or none of the cost of tuition and books. It shall be solely within the discretion of the Employer as to whether there shall be any reimbursement for tuition or books.

(d) Upon completion of the course, the employee shall present a certificate or statement from the institution or agency giving the course or courses of study of satisfactory completion of such courses by the employee. The employee shall at that time present a statement of funds actually spent by the employee for tuition and books and if there is to be any reimbursement the employee shall be paid such portion of the expenses as has previously been approved by the Employer within sixty (60) calendar days thereafter. The employee must continue on the Employer payroll in good standing for a period of three (3) years after completion of the course or courses in order to be entitled to any reimbursement. If the employee's employment is terminated within such three (3) year period, the Employer will be entitled to recover from the employee all amounts expended for tuition and books pursuant to this leave.

(e) Employees who enroll in courses which require attendance during scheduled working hours will be allowed time off, without pay, to attend such courses including reasonable travel time to and from such courses. Permission to attend courses is required from the Superintendent.

(f) No employee benefits shall accrue during authorized educational leaves except longevity. Longevity will be paid on the basis of service with the Employer less time off for educational leave.

(g) Mandatory attendance at educational seminars must be approved by the Employer prior to attendance. Reimbursement will be made as follows:

(1) All registration and tuition costs

- (2) Actual lodging cost
- (3) Meals not to exceed the following:
  - (a) Breakfast - \$8.00
  - (b) Lunch - \$12.00
  - (c) Dinner - \$20.00

All items must be itemized and accompanied by receipts for reimbursement.

Section 9. General Provisions Applicable to All Requests for Leaves of Absence. The Superintendent shall answer in writing all written requests for time off within seventy-two (72) hours of the date and shift requested.

### ARTICLE XXIII HEALTH AND SAFETY

Section 1. Subject to the provisions of applicable state or federal law, employees shall have the right to be informed of any resident, by name, who may have an infectious or communicable disease, except where prohibited by law.

Section 2. The Employer will provide training by certified medical personnel in the proper handling of infectious and/or communicable diseases.

Section 3. The Employer will provide any materials necessary to properly handle infectious and/or communicable diseases, as advised by certified medical personnel.

### ARTICLE XXIV MISCELLANEOUS

Section 1. Bulletin Board. The Employer agrees to provide the Union with a bulletin board which shall be used to post union activities and notices of the following type:

- (a) Notice of Union meetings, social and recreational activities.
- (b) Notice of Union Elections.
- (c) Results of Union Elections.

Section 2. Mileage. Mileage reimbursement will be paid at the rate established in accordance with IRS guidelines.

Section 3. Employee Clothing. Any employee of the Center who meets the Center's "Dressing for Safety" standards and whose clothes are damaged in the course of physical restraint of any resident will be compensated for such damage in a fair and equitable manner. The employee shall fill out an accident-incident report on such damage, describing the incident, and listing any witnesses. The employee shall complete the report the day of the incident and

submit the report to the shift supervisor on duty at the time of the incident. In addition, the employee shall turn in the damaged clothing as soon as possible. The Superintendent will determine if the article of clothing is to be replaced, and if so determined, will authorize a requisition for such article.

The Monroe County Youth Center shall purchase and maintain smocks and/or apron wear for employees who are required to work in areas where their personal clothing may be damaged. These areas include the art room, laundry, and kitchen.

Section 4. In-Service. The Monroe County Youth Center will conduct mandatory in-service sessions, consisting of physical management, C.P.R., First-Aid and other training as required by the State of Michigan. All employees shall be compensated for said attendance.

Section 5. Drug and Alcohol Testing. The Employer has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to all those who work with the user. Therefore, the Employer may require a blood test, urinalysis, or other drug or alcohol screening of an employee upon reasonable suspicion that the employee is under the influence of drugs or alcohol.

Section 6. Employee Personnel Files. Employees shall be provided access to their own personnel files in accordance with the provisions of the "Bullard-Plawecki Employee Right to Know Act".

Section 7. Copies of Agreement. Each employee shall be provided a copy of this Agreement. The Employer shall supply the copies of the Agreement.

Section 8. General Liability Insurance. The Court agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability Insurance Plan, subject to the terms, conditions, exclusions, and limitations as stated in said plan, and the Court's right to amend the plan from time to time. The Union shall be provided with a copy of its General Liability Insurance Plan without charge upon its written request.

## ARTICLE XXV SCOPE OF AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer, the Union, and the Employer's employees which the Union represents. This agreement supercedes and cancels all previous agreements, oral or written, or based on an alleged past practice and constitutes the entire agreement between the parties. Any agreement or agreements, which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

Section 2. The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties

after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. Any agreement reached between the Employer and the Union is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal or invalid.

ARTICLE XXVI  
DURATION

This Agreement shall be effective January 1, 2011, and shall continue in full force and effect until midnight December 31, 2013, and thereafter for successive periods of one year unless either party, on or before sixty (60) days prior to expiration, notifies the other party in writing of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement on the expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, as of the date first above written.

Signed this 26<sup>th</sup> day of January, 2011

FOR THE COURT

\_\_\_\_\_  
John A. Hohman, Jr., Chief Judge  
Probate Court

\_\_\_\_\_  
Michael W. LaBeau, Chief Judge  
38<sup>th</sup> Judicial Circuit Court

FOR THE COUNTY

\_\_\_\_\_  
William D. Sisk, Chairman  
Board of Commissioners

FOR THE UNION

\_\_\_\_\_  
Leo W. Gerard, International President

\_\_\_\_\_  
Stanley Johnson, International Sec./Treas.

\_\_\_\_\_  
Thomas Conway, Int'l Vice Pres. Administration

\_\_\_\_\_  
Fred Redmond, Int'l Vice President- Human Affairs

\_\_\_\_\_  
Michael H. Bolton, Director, District 2

\_\_\_\_\_  
Ceasar Randazzo, Staff Representative

\_\_\_\_\_  
Michael J. McCarty, President, Local 2511

\_\_\_\_\_  
Dawn M. Kurtz, Unit Chair

\_\_\_\_\_  
Ernesto J. Moreno, Jr., Committeeperson

LETTER OF UNDERSTANDING

RE: REPLACEMENT OF SUPERVISORS

In the event a shift supervisor calls in sick and a qualified part-time replacement cannot be found, the Employer shall canvas the bargaining unit for available employees to fill the vacancy. The employees shall have the option to fill the vacancy. No employees shall be forced to fill the vacancy under these circumstances.

If and when this is implemented, the Union fully understands and agrees such affected shift(s) will be staffed with one less person.

Signed this 26<sup>th</sup> day of January, 2011.

FOR THE COURT

\_\_\_\_\_  
John A. Hohman, Jr., Chief Judge  
Probate Court

\_\_\_\_\_  
Michael W. LaBeau, Chief Judge  
38<sup>th</sup> Judicial Circuit Court

FOR THE COUNTY

\_\_\_\_\_  
William D. Sisk, Chairman  
Board of Commissioners

FOR THE UNION

\_\_\_\_\_  
Ceasar Randazzo, Staff Representative

\_\_\_\_\_  
Dawn M. Kurtz, Unit Chair

\_\_\_\_\_  
Ernesto J. Moreno Jr., Committeeperson

LETTER OF UNDERSTANDING  
RE: SUBCONTRACTING OF COOKING

In the event the Employer eliminates cooking and contracts the work out, the employees who are cooks at that time may be hired by the new company or transferred to another bargaining unit position for which they may be qualified.

Signed this 26<sup>th</sup> day of January, 2011.

FOR THE COURT

\_\_\_\_\_  
John A. Hohman, Jr., Chief Judge  
Probate Court

\_\_\_\_\_  
Michael W. LaBeau, Chief Judge  
38<sup>th</sup> Judicial Circuit Court

FOR THE COUNTY

\_\_\_\_\_  
William D. Sisk, Chairman  
Board of Commissioners

FOR THE UNION

\_\_\_\_\_  
Ceasar Randazzo, Staff Representative

\_\_\_\_\_  
Dawn M. Kurtz, Unit Chair

\_\_\_\_\_  
Ernesto J. Moreno, Jr., Committeeperson



LETTER OF UNDERSTANDING  
RE: POLICY AND PROCEDURES

It is hereby agreed between the parties that the following County Policy and Procedure is incorporated by reference and made a part of this Agreement, subject to the Board of Commissioners right to amend, modify or terminate such policies at any time:

- Education Reimbursement Policy Dated September 10, 2002

Signed this 26<sup>th</sup> day of January, 2011.

FOR THE COURT

\_\_\_\_\_  
John A. Hohman, Jr., Chief Judge  
Probate Court

\_\_\_\_\_  
Michael W. LaBeau, Chief Judge  
38<sup>th</sup> Judicial Circuit Court

FOR THE COUNTY

\_\_\_\_\_  
William D. Sisk, Chairman  
Board of Commissioners

FOR THE UNION

\_\_\_\_\_  
Ceasar Randazzo, Staff Representative

\_\_\_\_\_  
Dawn M. Kurtz, Unit Chair

\_\_\_\_\_  
Ernesto J. Moreno, Jr., Committeeperson

LETTER OF UNDERSTANDING  
RE: CERTIFIED ELECTRONIC OPERATORS

It is hereby agreed between the parties that the Employer may utilize the Secretary and Record Processing Clerk II to perform the function of a Certified Electronic Operator in the absence of the Office Manager, a non-union position. In such circumstance, the assigned employee shall be paid for all time worked at the rate of \$2/ per hour, in addition to his/her regular pay.

Signed this 26<sup>th</sup> day of January, 2011.

FOR THE COURT

\_\_\_\_\_  
John A. Hohman, Jr., Chief Judge  
Probate Court

\_\_\_\_\_  
Michael W. LaBeau, Chief Judge  
38<sup>th</sup> Judicial Circuit Court

FOR THE COUNTY

\_\_\_\_\_  
William D. Sisk, Chairman  
Board of Commissioners

FOR THE UNION

\_\_\_\_\_  
Ceasar Randazzo, Staff Representative

\_\_\_\_\_  
Dawn M. Kurtz, Unit Chair

\_\_\_\_\_  
Ernesto J. Moreno, Jr., Committeeperson

LETTER OF UNDERSTANDING  
RE: Retiree Health Care Benefits

It is hereby agreed between the Employer and the Union that Employees who were hired prior to June 14, 2005 and who separate for purposes of retirement prior to January 1, 2011, and who receive retirement benefits under the Monroe County Retirement System Ordinance, shall be provided the same health care coverage the Employer provided its active regular full-time employees at the time of their retirement, as provided in the respective collective bargaining agreements. Medicare eligible retirees must also enroll in Part B Medicare.

Signed this 26<sup>th</sup> day of January, 2011.

FOR THE COURT

\_\_\_\_\_  
John A. Hohman, Jr., Chief Judge  
Probate Court

\_\_\_\_\_  
Michael W. LaBeau, Chief Judge  
38<sup>th</sup> Judicial Circuit Court

FOR THE COUNTY

\_\_\_\_\_  
William D. Sisk, Chairman  
Board of Commissioners

FOR THE UNION

\_\_\_\_\_  
Ceasar Randazzo, Staff Representative

\_\_\_\_\_  
Dawn M. Kurtz, Unit Chair

\_\_\_\_\_  
Ernesto J. Moreno, Jr., Committeeperson

**APPENDIX A**

<b>EMPLOYEES HIRED PRIOR TO JANUARY 1 , 2011</b>										
<b>EFFECTIVE THROUGH DECEMBER 31, 2013</b>										
	STEP	1	2	3	4	5	6	7	8	9
	PAY GRADE	Minimum	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS	8 YEARS
General Service Attendant	3	11.41	11.72	12.06	12.39	12.74	13.10	13.48	13.86	14.26
Cook	4	12.21	12.55	12.89	13.25	13.62	14.00	14.41	14.82	15.23
Records Processing Clerk II	5	13.05	13.42	13.81	14.20	14.61	15.02	15.44	15.88	16.32
Food Service Coordinator	6	14.07	14.48	14.89	15.30	15.75	16.21	16.67	17.13	17.62
Secretary	6	14.07	14.48	14.89	15.30	15.75	16.21	16.67	17.13	17.62
Juvenile Detention Specialist	7	15.34	15.78	16.23	16.69	17.17	17.64	18.14	18.66	19.17
Group Leader	9	17.74	18.25	18.75	19.28	19.84	20.39	20.97	21.56	22.18
Treatment Specialist	10	19.00	19.53	20.09	20.65	21.24	21.84	22.46	23.09	23.75
<b>EMPLOYEES HIRED ON OR AFTER JANUARY 1 , 2011</b>										
<b>EFFECTIVE THROUGH DECEMBER 31, 2013</b>										
	STEP	1	2	3	4	5	6	7	8	9
	PAY GRADE	Minimum	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS	8 YEARS
General Service Attendant	3	10.84	11.13	11.46	11.77	12.10	12.45	12.81	13.17	13.55
Cook	4	11.60	11.92	12.25	12.59	12.94	13.30	13.69	14.08	14.47
Records Processing Clerk II	5	12.40	12.75	13.12	13.49	13.88	14.27	14.67	15.09	15.50
Food Service Coordinator	6	13.37	13.76	14.15	14.54	14.96	15.40	15.84	16.27	16.74
Secretary	6	13.37	13.76	14.15	14.54	14.96	15.40	15.84	16.27	16.74
Juvenile Detention Specialist	7	14.57	14.99	15.42	15.86	16.31	16.76	17.23	17.73	18.21
Group Leader	9	16.85	17.34	17.81	18.32	18.85	19.37	19.92	20.48	21.07
Treatment Specialist	10	18.05	18.55	19.09	19.62	20.18	20.75	21.34	21.94	22.56