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12/31/97

AGREEMENT

BETWEEN

**THE COUNTY OF MONROE
THE MONROE COUNTY SHERIFF**

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN



Monroe County

1/1/95 to 12/31/97

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AGREEMENT

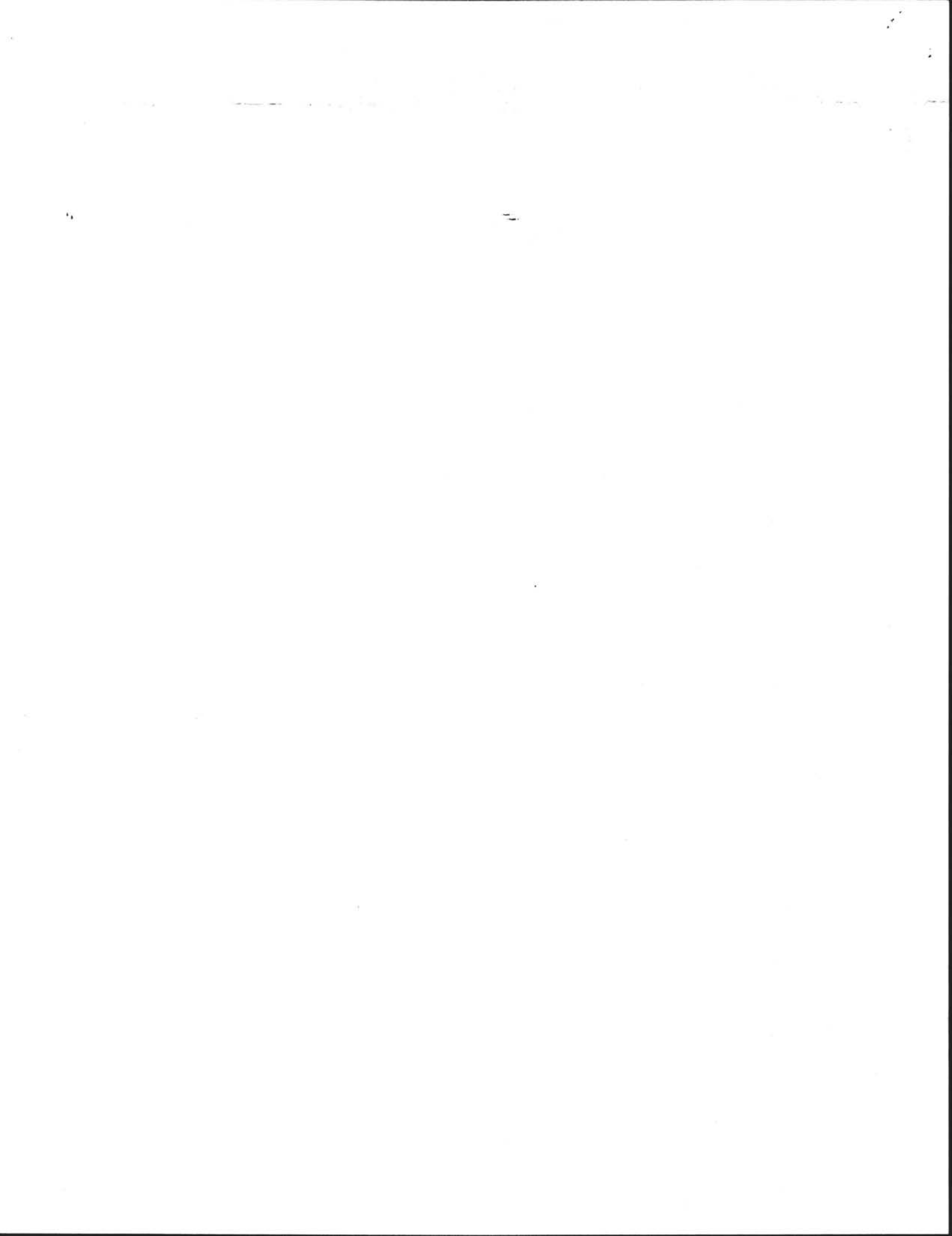
BETWEEN

THE COUNTY OF MONROE
THE MONROE COUNTY SHERIFF

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)

Effective January 1, 1995 through December 31, 1997



MONROE COUNTY DSA
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AGREEMENT

THIS AGREEMENT, effective as of 1-1-95, by and between the County of Monroe ("County"), the Sheriff of Monroe County ("Sheriff") and the Police Officers Association of Michigan (POAM) for purposes of convenience sometimes hereinafter called the "Union".

PURPOSE AND INTENT

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

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

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

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

ARTICLE I RECOGNITION

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

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

- A. "County" - The Board of Commissioners of Monroe County, Michigan, and its designated agents or representative.
- B. "Sheriff" - The duly elected or appointed Sheriff of Monroe County Michigan, or someone designated by him to act for him under the terms of this Agreement.
- C. "POAM" - Officers, representatives and members of the Police Officers Association of Michigan.
- D. "Bargaining Unit" - As outlined in Section 1.1 of this Agreement.
- E. "Employee" - Members of the Monroe County Sheriff's Department included in the bargaining unit.
- F. "Union" - Same meaning as the term bargaining unit.

ARTICLE II
UNION REPRESENTATION

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

2.2: Stewards. The members of the bargaining committee shall also serve as stewards for the purpose of administering this Agreement in accordance with the grievance procedure established herein. The bargaining committee may designate alternates to act as stewards on shifts or in areas where no regular steward is scheduled or available.

- A. Steward's Authority. The authority of a steward and alternates, so designated by the POAM, shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the grievance procedure set forth in this Agreement.

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

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

ARTICLE III
RIGHTS AND RESPONSIBILITIES

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

- A. As used in this act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the condition, or compensation, or rights, privileges or

obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

- B. No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any one or more of the political subdivisions thereof, or in the public school service, of any authority, commission, or board, or in any other branch of the public service, hereinafter called a "public employee" shall strike.
- C. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth in section 3.1 above, the POAM shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the Sheriff, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.
- D. The Sheriff shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violated the responsibilities set forth in section 3.1 above, which disciplinary action may include any form of discipline up to and including discharge.

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

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

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

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

- A. In addition to all such rights conferred by law, the County and the Sheriff reserve the right to manage its affairs efficiently and economically, including, but not by way of limitation, the rights to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of equipment and materials, the discontinuance of any services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend or discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification to establish, change, combine or discontinue job classifications and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations, subject to express provisions of this Agreement as herein set forth.
- B. Extra Contract Agreement. The County and the Sheriff and the POAM agree not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.
- C. The POAM recognizes the right of the Sheriff to make reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the Sheriffs' Department and to require compliance

therewith by the employees. The County may also make rules and regulations in accordance with its statutory authority. The POAM reserves the right to question the reasonableness of the rules and regulations through the grievance procedure and through the arbitration procedure hereinafter provided.

- D. The Union will produce and supply copies of the contract to members of this bargaining unit.

ARTICLE IV
GRIEVANCE PROCEDURE

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

4.2: Settlement of Grievances. All grievances shall be settled in accordance with the grievance procedure set forth below:

Step 1. Any employee having a grievance shall first take up the matter with his immediate supervisor. If the grievance is not settled during the work day it is discussed at Step 1, it shall be reduced to writing and signed by the grievant within ten (10) work days after discussion with the supervisor. If a grievance relates to a matter affecting several employees in a like manner, it may be signed by one affected employee and by mutual agreement may be moved automatically to Step 2.

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

Step 3. In the event the grievance is not satisfactorily settled in Step 2, either party may request that the grievance be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the provisions of Section 4.3 herein. Notice of such request for arbitration must be indicated on the grievance report form as used by the parties as well as filed in writing with the Sheriff, the Personnel Director and the County Clerk within ten (10) days after

the date of Step 2 answer. If such request for binding arbitration is not made within such ten (10) day period, the grievance will be considered closed on the basis of the Step 2 answer.

4.3: Arbitration Procedure. In the event that the arbitration provided in Step 3 of the grievance procedure is used, such arbitration shall be conducted in accordance with the procedure set forth below.

- A. The parties may mutually agree upon an arbitrator to hear the grievance provided they do so within ten (10) work days after the filing of request for binding arbitration as stated in Step 3 above.
- B. If the parties are unable to mutually agree upon an arbitrator within such ten (10) work day period as stated above, then the party seeking arbitration shall within fifteen (15) work days after filing the request for binding arbitration submit a request to the Federal Mediation and Conciliation Service for a list of arbitrators and the arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service in effect as of the time of such request.

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

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

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

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

4.7: Limitation on Grievance Procedure. The entire grievance procedure shall be subject to the following limitations:

- A. No action on any matter shall be considered the subject of a grievance unless it is reduced to writing and signed by the grievant within ten (10) work days when the employee should have had reasonable knowledge of the occurrence of a grievance.
- B. In the event a grievance is not appealed or processed from a decision in any of the steps of the grievance procedure to the next step in the grievance procedure and within the time limits as proscribed in said step, it shall be considered closed on the basis of the last written decision on the grievance. Grievances not answered at Step 2 and beyond within the time limits will be deemed granted.
- C. The time limits at any level of the grievance procedure may be extended by mutual agreement of the parties set forth in writing.
- D. Any employee reinstated after discharge or disciplinary layoff shall be returned to the same job classification he held at the time of the discharge or disciplinary layoff and paid the same rate of pay, unless it is otherwise mutually agreed upon.
- E. No claim for back wages shall exceed the amount of wages the employee would have otherwise earned at his regular rate, less any compensation he may have received from any source whatsoever during the period of time in question.
- F. Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed.

4.8: As used in the grievance procedure, "work day" means Monday, Tuesday, Wednesday, Thursday or Friday, but excluding any such day if it is one of the holidays listed in Article X, Section 10.1, or if the County Clerk's office is closed for the day due to an act of God.

4.9: Grievance Settlements. Neither the County, the Sheriff nor the POAM or any of its representatives, can settle a grievance on any basis contrary to the provisions of this Agreement, unless such settlement is reduced to writing and ratified or approved by the employees in the unit and by the Monroe County Board of Commissioners or its designated representative. Any grievance settlement reached contrary to the provisions of this Agreement shall be null and void and shall be returned to the point in the grievance procedure where such improper settlement was made for the purpose of processing the grievance through the grievance procedure in the proper manner.

ARTICLE V
HOURS OF WORK

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

- A. Schedules. The Sheriff shall have the right to establish the work schedule and to assign personnel as required and necessary to fulfill the duties and obligations of the department. The Sheriff shall publish a schedule of regular work shifts in accordance with section 5.1(C) herein. The Sheriff may establish a relief unit to be composed of not more than six (6) deputies. The members of the relief unit shall be determined in accordance with the following procedure:

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

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

assigned to the Youth Bureau, School liaison, OMNI, SEMCO Units and the Detective Division are excluded from the scheduling requirement of this subsection.

- B. Personnel will be permitted to exchange days off, provided such exchanges are on a voluntary basis and do not interfere or conflict with normal operations of the Department, and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Sheriff or his authorized representative.
- C. On January 2nd of each year the sheriff will post all shift selections covering members of the bargaining unit. All employees shall make application for the shift of their preference prior to the closing of such posting. The posting will close on January 11th of each year. All employees who fail to make application pursuant to such posting will be assigned a shift by the Sheriff and shall not have ability to contest such assignment. On February 1st of each year, the sheriff shall post the shift assignments which will become effective at the beginning of the first full pay period subsequent to March 1st of each year. The sheriff shall assign all shift selections to the particular shift, be it permanent or rotating, that the employees have requested based upon their classification seniority, to the extent that it will not unduly hinder the operation, control, effectiveness, and efficiency of the particular involved shift. In the event an employee feels that he/she has been improperly denied a shift request, he/she may file a grievance in accordance with Article IV of this Agreement. However, the sheriff's determination of shift selections pursuant to the provisions of this section shall not be changed by an arbitrator unless such arbitrator finds that the sheriff's determination was made in an arbitrary, capricious or discriminatory manner, or made for no reason at all. The sheriff shall make every reasonable effort to assign employees to the shift selection of their preference.

5.2: Employee Attendance. Employees shall be regular in their attendance and observe their scheduled working hours established by the County and the Sheriff. The County may install a time clock system or other time recording device for the purpose of documenting employee attendance. Arrangements for time off

must be made with the employee's supervisor in advance and in accordance with the provisions under which time off is to be taken. If, for legitimate reason, an employee is unable to report for work at this scheduled starting time, the Department must be notified prior to the starting time unless physically impossible. Failure to do so shall result in disciplinary action.

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

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

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

5.5: Reserve Deputies. The Sheriff shall have the right to designate reserve deputies as in the past. Such reserves shall perform such duties as may be assigned to them by the Sheriff from

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

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

5.7: Change of Shift Structure. In the event the Sheriff determines that the shift structure for employees covered by this Agreement shall be changed to a substantially different structure than existed as of the date of execution of this Agreement, such as a four (4) day/ten (10) hour shift, the Sheriff agrees to meet with representatives of the POAM upon request, for the purpose of discussing and reviewing any problems which may result from such change.

- A. All employees assigned to the road patrol shall have rotating days off and long weekends. All shift assignments within the Monroe County Sheriff's Department will be allocated in conformance with section 5.1(C).

5.8: In-Service Training. If any employees covered by this Agreement are required to attend in-service training programs

during off-duty hours, they will be paid for the actual time spent in the training program during non-duty hours at their straight-time hourly rate up to a maximum of one hundred twenty (120) hours per calendar year. In the event an employee is required to attend more than one hundred twenty (120) hours of in-service training during off-duty hours, he will be compensated for all non-duty hours actually required in excess of one hundred twenty (120) hours per calendar year at one and one-half (1-1/2) times his hourly rate for the excess hours. All time required by the County or the Sheriff to be spent in in-service training during off-duty hours shall count towards the payment of extra compensation in accordance with section 5.3 of this Agreement. The determination of the amount of in-service training time shall be made by the County and the Sheriff.

ARTICLE VI
LEAVE OF ABSENCE

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

6.2: Union Leave. The Sheriff will grant a leave of absence for a period not to exceed five (5) calendar days in any calendar year to an employee elected by the Union to attend a labor convention or educational conference. A four (4) week advance notice in writing may be required for any such leave. Not more than two (2) employees shall be entitled to a leave under this section at any one time. Such leave shall be without pay.

6.3: Funeral Leave. An employee will be granted funeral leave without loss of pay for a period up to a maximum of three (3) scheduled work days, between the date of death and the day of the funeral of the employee's immediate family. This funeral leave is granted to permit the employee to attend the funeral of the designated relative. The employee would not be compensated under this Section if he does not attend the funeral or would not have been scheduled to work at the time the death occurs or at the time the funeral takes place. For the purpose of this section "immediate family" means: father, mother, sister, brother, child, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and stepchildren. An employee will be granted one day of funeral leave without loss of pay on the day of the funeral if it is a scheduled work day and the employee attends the funeral of an aunt, uncle, brother-in-law, sister-in-law, or grandchild. The County may require reasonable proof of such attendance.

- A. In the event a death of a member of an employee's immediate family occurs while the employee is on a scheduled vacation, the employee may terminate such vacation and request funeral leave, in which case

he shall then be entitled to funeral leave benefits in accordance with section 6.3. To the extent that an employee takes funeral leave during a scheduled vacation, the vacation time lost shall be rescheduled at a later date.

6.4: Extended Medical Leave. A medical leave of absence without pay may be granted to an employee covered by this Agreement because of non-occupational illness or injury in any of the following events: (A) following exhaustion of any and all sick pay benefits to which the employee may be entitled pursuant to this Agreement; or (B) immediately upon the occurrence of such illness or injury in the event the employee has no sick pay benefits accumulated at that time.

- A. Such medical leave will be granted upon receipt by the Personnel Department of the employee's physician's certification as to the necessity of such leave and such leaves shall be subject to all of the applicable conditions of Article IX, sections 9.2 and 9.3 of this Agreement.

6.5: Maternity Leave. Employees who become pregnant shall be entitled to a maternity leave of absence to be obtained by filing a request therefore with the Sheriff accompanied by a statement from her personal physician indicating the fact of pregnancy and the approximate date of delivery. A maternity leave shall commence when an employee is no longer able to perform her regular duties of her job classification due to such pregnancy and shall terminate when the employee is able to resume her regular job duties following termination of the pregnancy. An employee will furnish as much notice as is reasonably possible of the date the pregnancy leave is to commence and the date of her return to work following termination of the pregnancy. The employee shall present a statement from her personal physician at the conclusion of the maternity leave, stating that her physical condition permits her to return to work on a full-time basis.

6.6: Employees on approved leaves will accumulate seniority.

6.7: Personal Leave Days. Effective January 1st of each year, full-time seniority employees shall be entitled to a maximum of five (5) personal leave days during the following twelve (12) month period, with pay to be computed at the employee's then current straight-time hourly rate, exclusive of premium of any sort whatsoever as of the day such personal leave day is taken. Except in cases of family emergency precluding notification, an employee will notify the Sheriff at least 72 hours prior to the day the employee wishes to take as a personal leave day. The Sheriff shall only be obligated to allow one employee per shift off on a personal leave day at any one time. If two or more employees make request for the same personal leave day, the

employee whose request was first received by the Sheriff shall be granted the personal leave day. If two or more requests are received by the Sheriff within a 24-hour period, the employee with the most classification seniority will be granted the personal leave day. If an employee is denied a personal leave day request and the employee feels that such request has been improperly denied, the employee, if the grievance procedure as defined in Article IV of this Agreement would not operate quickly enough to address such concern, may in addition to filing a grievance, immediately make such request in person to the Sheriff to reconsider such denial. Personal leave days shall not accumulate from one yearly period to another and, if not used during the twelve (12) month period referred to above, shall be canceled at the end of the calendar year, and thereafter employees shall have no right to take any such unused days and shall have no right for any pay for any such unused days.

ARTICLE VII
SENIORITY

7.1: Definition of Seniority. Employees covered by this Agreement shall have departmental seniority which is defined as an employee's total service with the Sheriff's Department as a full-time regular employee from the employee's last date of hire, and classification seniority, which is defined as an employee's continuous service on a job classification covered by this Agreement from the last date the employee entered that job classification. Departmental seniority shall be used in determining the amount of benefits an employee is entitled to receive in regard to his/her vacation, sick pay, pay schedule, pension and longevity pay benefits, but for no other purpose. Classification seniority shall be used in determining the employee's layoff and recall rights in that job classification, as well as vacation selection, job bidding, and shift selection, but for no other purpose. All rights and privileges accruing to employees on the basis of seniority are as set forth herein. The parties have agreed to the respective seniority dates for all employees covered by this Agreement as of its effective date and the same are as set forth in section 7.3(A) herein. Employees who terminate their employment with the Sheriff's Department and who are subsequently rehired shall be treated in all respects as a new hire as of the date of rehire and shall not be entitled to any credit for seniority purposes or benefits of any kind based upon prior service with the County or the Sheriff's Department.

7.2: Acquiring Seniority. An employee subject to this Agreement who has completed his probationary period as of the effective date of this Agreement shall have his name entered upon the seniority list for his job classification as of his last date of hire. All employees appointed and sworn pursuant to MSA Section 5.866 and MCLA 51.73 shall have a probationary period of

one (1) year. All other employees hired on or after December 1, 1978, shall have a probationary period of one (1) year.

- A. An employee subject to this Agreement who has not completed his probationary period as of the effective date of this Agreement and all new employees hired after the effective date of this Agreement shall be probationary employees without seniority until they have completed the probationary period.
- B. A probationary employee may be laid off or terminated, without regard to any provisions of this Agreement and without recourse to the grievance procedure. The probationary period of employment for new employees shall remain one (1) year. However, any new employee who is given a disciplinary suspension or discharge may grieve his/her disciplinary suspension or discharge up to and including arbitration, provided, however, the scope of the arbitrator's authority in an arbitration of a disciplinary suspension or discharge of new employee, with more than six (6) months, but less than one (1) year of employment service, shall be confined and restricted to the following determination: Was the basis of the Sheriff's decision to discipline, suspend, and/or discharge the employee arbitrary, capricious, or done in bad faith or for discriminatory purposes. An arbitrator shall only have the authority to rescind a disciplinary suspension and/or discharge if it is established that the Sheriff's actions were based upon arbitrary, capricious, discriminatory, or bad faith reasons or motives.
- C. Temporary employees shall not acquire seniority. As used in this Agreement, a temporary employee is:
 1. an employee who is hired for a specified period of time, not to exceed six (6) months in any one (1) year; or
 2. an employee who is scheduled to work less than twenty (20) hours in a calendar week.

7.3: Seniority Lists. The County shall prepare a seniority list for each job classification within the department listing all employees having seniority in a job classification with the department in order of seniority. Employees shall hold seniority only in their job classifications. The County shall also prepare a departmental seniority list showing total service for all employees.

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

7.4: Termination of Seniority. An employee shall have his/her seniority rights and his/her employment terminated if:

- A. he/she quits;
- B. he/she retires or is retired;
- C. he/she is discharged for just cause;
- D. he/she is absent for three (3) consecutive work days without notifying the Sheriff, unless he/she was physically unable to give such notice or to have someone to give such notice on his/her behalf or due to other emergency circumstances;
- E. he/she is absent for three (3) consecutive work days without a reason satisfactory to the sheriff for such absence;
- F. he/she falsifies a material fact on his/her application for employment or gives a false reason to obtain a leave of absence;
- G. he/she fails to report for work upon termination of any leave of absence;
- H. he/she fails to report for work from a layoff after being notified to report to work;
- I. he/she is laid off for a period of twelve (12) consecutive months;
- J. he/she is on medical leave of absence for a period of more than one (1) year, except by mutual agreement of the County and the Union.
- K. he/she works for another employer while on any leave of absence, unless such employment is mutually agreed to in advance.

7.5: Layoff and Recall. When it is necessary to make a reduction of the number of employees in a job classification in a department, the following procedure shall be used in making such reduction:

- A. Temporary employees in the affected job classification shall be laid off first.
- B. Probationary employees in the affected job classification shall be laid off next, in any order.
- C. If additional layoffs are required, seniority employees shall be laid off in the reverse order of their classification seniority within the affected job classification. Employees who are laid off from their assigned job classification may replace an employee with less departmental seniority in another job classification covered by this Agreement, provided he/she has the ability and training to perform the duties of that classification.
- D. Recalls from layoff shall be by order of seniority.
 1. Recalls from layoff shall be made by written notice sent by certified mail to the employee's last address of record. All employees are required to notify the Sheriff of their proper post office address or change of address. The County and the Sheriff shall be entitled to rely upon the address shown upon its record for all purposes.

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

- A. Preferred Seniority. Stewards elected pursuant to the terms of this Agreement shall head the seniority list for their job classifications within their departments for the purposes of recall and layoff only during their terms as steward and shall not be laid off in their job classifications or departments while any work is available in their departments which they have the ability to perform. Stewards shall be returned to their regular standing on the seniority lists upon termination of service as such steward.

- B. Transfer Out of the Unit. Any employee who is transferred out of this bargaining unit into a classification in Unit 2 or who is appointed to a sworn position, but who continues as an employee of the Monroe County Sheriff's Department, shall retain his or her seniority within the job classification held at the time of such promotion and/or appointment. In the event that he/she vacates that position, he/she may exercise his/her seniority and return to the bargaining unit. This provision shall not apply to voluntary transfers out of the bargaining unit to non-sworn positions within a different bargaining unit.

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

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

The Sheriff will evaluate all applicants who respond to such posting in accordance with the point allocation system as outlined in section 7.7(A) below. The Sheriff shall promote either of the top two (2) employees with the highest point total in accordance with such evaluation from the current eligibility list. A promotional list once established shall be used for two (2) years or until exhausted. If exhausted prior to the two (2) year limitation, a new list will be established for another two (2) year period. Once an eligibility list is established, a copy of the entire list of employees who have passed and are eligible for promotion will be provided to the POAM with ranking. An eligible employee cannot be bypassed for promotion more than one (1) time.

The candidates for promotion to the position of sergeant must have, at the time of application for promotion, at least five years of seniority as a sworn, certified, deputy sheriff with the Monroe County Sheriff's Department as defined in section 7.3(A) herein, at the time the test is taken.

- A. All promotion evaluations determined by this section will be based upon a maximum possible point accumulation of 100 points.
1. Written examination. All applicants for promotions as defined under this section must take a required written examination which will be administered and scored by an impartial,

outside testing agency to be determined by the Sheriff and the County. The selection of such testing agency may be grieved under the provisions of Article IV of this Agreement. However, an arbitrator may not reverse the decision of the Sheriff and the County unless he/she finds that the testing agency as selected is not impartial in the administration of the examination. Each candidate's score will be multiplied by 0.6, (60%) to determine his/her point allocation for promotion evaluation purposes under this section. Written examinations will be given once every two (2) years or as needed in the determination of the Sheriff.

2. Seniority. All applicants for promotion will receive 1.5 points for every year of departmental seniority they have accumulated as defined in section 7.3(A) of this Agreement, up to a maximum total of twenty (20) points.
3. Sheriff's subjective evaluation. The Sheriff shall evaluate all candidates for promotion based upon their past job performance, experience, qualifications and education. The Sheriff will assign a point score of from a minimum of zero (0), to a maximum of twenty (20) points based upon his subjective review and evaluation. Such score will be sent to the Personnel Department prior to the Sheriff having knowledge of an applicant's written examination result. A score of ten (10) points will be considered a satisfactory evaluation. A score of below ten (10) points will only be given in instances of a review considered by the Sheriff to be below the standard of satisfactory. Any applicant receiving such a below satisfactory review may, by written request to the Sheriff or his designated representative, receive in writing the reasons for such review. Such below satisfactory review evaluations by the Sheriff are subject to the grievance procedure. However, if the grievance is taken to arbitration, the arbitrator shall only have the authority to change the decision of the Sheriff if it is demonstrated that the Sheriff has not reviewed the candidate's past job performance, experience, and education in a fair and impartial manner or that the

Sheriff's evaluation was arbitrary,
capricious, done in bad faith, and/or for
discriminatory purposes.

Each candidate's total point score will be determined by the total of points earned in sections 7.7(A)(1), (2) and (3) above. Each candidate shall, upon written request of the Sheriff or his designated representative, be entitled to review all scores he/she received under this section. With the exception of review by a candidate of his/her own score, all evaluations under this Agreement are to be kept strictly confidential. No candidate will be allowed to review any other candidate's evaluation.

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

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

7.8: Temporary Transfer. Employees covered by this Agreement may be temporarily transferred by the Sheriff to fill vacancies in other job classifications both within and without the bargaining unit in order to meet the Sheriff's obligation in connection with the operation of the Sheriff's Department. The employees to be temporarily transferred shall be determined by the Sheriff and they shall not acquire any seniority in the job classification to which they are regularly assigned during the period of temporary transfer. If the period of temporary transfer is less than fifteen (15) continuous calendar days, the transferred employee shall keep the rate of pay for his regular job classification, but if the temporary transfer is for more than fifteen (15) continuous calendar days, the transferred employee shall receive the start rate for the job classification to which he is transferred.

However, in the event a temporary promotion to sergeant is required, the following format shall be followed:

- A. For short term vacancies, the temporary sergeant position will first be offered to the applicable senior deputy.
- B. For temporary sergeant promotion over a seven (7) calendar day period, the temporary promotion to sergeant will be offered to the top eligible deputy from the promotional list that is in effect at that time.

7.9: When a job assignment becomes available either mid-year or at the January bidding (bidding will be done as close to January 1 as possible) set forth in section 5.1(C), in any unit serviced by a classification in the bargaining unit, including contract units, substations, road patrol, special assignments, and detective bureau, but excluding school liaison and drug or narcotic unit assignment, the job assignment will be posted for a period of ten (10) calendar days. During the posting, and prior to the Sheriff opening the requests to be assigned, the Sheriff will also post what qualifications are required of an employee to be eligible for the position that may open. All eligible employees may sign the posting and those who have bid for the job assignment will be considered by the Sheriff. Selection will be made by the Sheriff based on the respective qualifications, ability and classification, with seniority controlling when the other factors are relatively equal.

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

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

In the event an official of a contracting unit or substation assignment requests that an employee who has bid to that assignment/schedule by virtue of his/her seniority be transferred out of the contract unit or substation

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

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

ARTICLE VIII
VACATIONS

8.1: Each full-time employee who has been employed six (6) qualified calendar months is eligible for five (5) working days vacation. Each full-time employee with at least one (1) year of continuous employment with the Employer shall be entitled to a vacation with pay as follows:

<u>Length of Continuous Service</u>	<u>Earned Monthly Vacation Days</u>
From 7 calendar months to 18 calendar months	8 days/yr.
From 19 calendar months to 60 calendar months	10 days/yr.
From 61 calendar months to 84 calendar months	13 days/yr.
From 85 calendar months to 144 calendar months	15 days/yr.
From 145 calendar months to 180 calendar months	18 days/yr.
From 181 calendar months to 240 calendar months	20 days/yr.
From 241 calendar months and over	25 days yr.

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

8.3: Employees shall be eligible for vacation benefits as of their anniversary date of hire. The determination of vacation pay benefits shall be determined for each employee as of his anniversary date and such vacation benefits as he may be entitled to receive as of that date shall be taken within the twelve (12) month period following the County's calendar year unless mutually agreed upon by the Sheriff and the POAM. Vacations may not be

accumulated from one vacation year to another and shall be scheduled as provided in section 8.4 below.

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

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

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

ARTICLE IX

LONG TERM DISABILITY AND SICK LEAVE

9.1: All non-probationary employees of the bargaining unit are covered by the County of Monroe's self-insured short and long-term disability plan. The amount of disability income benefits provided for eligible employees shall be 67 percent of the employee's gross basic monthly earnings, with a maximum monthly benefit of \$4,000 and a minimum monthly benefit of \$100. Such gross basic monthly earnings will be calculated based upon the number of regular scheduled hours such employee would otherwise have worked, exclusive of overtime. An employee will be eligible for disability benefits under the provisions of this Article after a waiting period of one (1) day for accidents and seven (7) calendar days for illness. An employee who continues to be disabled may draw disability benefits for up to a maximum of 52 weeks. After such 52 week period, all benefits will cease.

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

- A. Social security disability benefits.
- B. Workman's compensation benefits.
- C. Pension disability benefits.

- D. Disability benefits under any "no fault" automobile reparation insurance law.

In order to remain eligible for benefits under Article IX of this Agreement, an employee is required to apply for other income benefits as soon as, and for which he/she may be eligible. Documentation of such application for, denial and/or receipt of such benefits must be promptly provided to the Personnel Director.

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

- A. For the first 30 calendar days on favored work - 90% of salary as defined in Exhibit "A" of this Agreement.
- B. From the 31st-60th calendar day of favored work - 85% of salary as defined in Exhibit "A" of this Agreement.
- C. From the 61st-90th calendar day of favored work - 80% of salary as defined in Exhibit "A" of this Agreement.
- D. From the 91st-365th calendar day of favored work - 67% of salary as defined in Exhibit "A" of this Agreement.

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

9.4: The County retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such

examination will be at the County of Monroe's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for examination and evaluation. This physician will be selected by the County's physician and the employee's physician and his/her examination will be at County expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the County as to said employee will be done by such physician.

9.5: Any employee who has earned and accumulated "sick days" in his/her "sick day bank" under the provisions of previous collective bargaining agreements will keep all such accumulated "sick days" in his/her "bank". Said employee may, as an alternative, to receiving disability benefits under the provisions of this Article, utilize such "sick days". At the exhaustion of said employee's "sick bank," he/she may receive disability benefits under the provisions and limitations of this Article. Documentation of the employee's decision to utilize such "sick day bank" must be provided, in writing, to the Personnel Director, at the time of disability. At the time of the employee's termination of employment or retirement, the employee will receive payment for 50% of all such unused days as accumulated in his/her "sick day bank." Said payment will be calculated at the hourly rate of the employee at the time of his/her termination or retirement.

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

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

9.8: No employee will be returned to employment, with the exception of "favored work" as defined in Section 9.3 herein, after the receipt of disability benefits pursuant to this Article, unless he/she has provided a physician's certification that he/she

is capable of resuming his/her job responsibilities without limitations or restrictions. Such physician's certification must be presented, in writing, to the Personnel Director.

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

9.10: As of January 1, 1987 and each subsequent year, each employee shall be credited with six (6) sick days. At the end of each year, all employees will be paid for one-half (1/2) of the unused sick days at the rate of pay for that employee at the end of that year. The remaining one-half (1/2) shall not accumulate.

9.11: As of July 1, 1986 all accumulated sick leave time for said employees shall be frozen and placed in a bank. Once the employee has utilized those sick days allocated for a given year and is eligible for disability payments, the employee has his/her choice of either utilizing the banked sick days for illness or maintaining them in the bank and be paid for one-half (1/2) of those unused days at the same rate paid that employee when he/she terminates his/her employment. The vacated position will remain vacant until the accumulated sick time benefits of that terminated employee have been exhausted. Exceptions can be made for extraordinary situations by approval of the Board of Commissioners.

ARTICLE X HOLIDAYS

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

New Year's Day
Martin Luther King Day
Lincoln's Birthday
President's Day
Good Friday - (After 12 noon to end of regular scheduled shift)
Easter Day
Memorial Day
Independence Day
Labor Day
Columbus Day - (If allowed by statute)
Veteran's Day
Thanksgiving Day
Christmas Day
Christmas Eve
New Year's Eve

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

- A. The employee must work the last scheduled work day before and the next scheduled work day after the holiday or the day of observance of the holiday, unless he has an excused absence or is on vacation.
- B. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- C. The employee must have at least ninety (90) days of employment with the Employer.

10.3: When any of the above holidays falls on Sunday and the following day is observed as the holiday by the County of Monroe, the day of observation shall be considered as the holiday for the purpose of the holiday pay article. If any of the designated holidays fall on Saturday, or if any fall on Sunday and the following day is not observed as the holiday by the County of Monroe, there shall be no additional pay for such day, but if the County of Monroe designates a scheduled work day as the day of observance of one of the designated holidays in lieu of the holiday, such designated day shall be treated as the holiday for the purposes of this article. Notwithstanding the above provisions, for those employees assigned to 24-hour 7-day-a-week operations, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be observed on the actual holiday.

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

10.5: Notwithstanding any other provision of this Agreement, the sheriff shall have the absolute right to determine the number of employees for each job classification who will be required to work on a holiday. Forty-five (45) days before any holiday, the sheriff will post a notice requiring all employees who desire to work such holiday to sign such posting. The sheriff will fill the holiday work assignments by choosing from the employees who sign such posting in accordance with the employee's classification seniority. If not enough employees sign such posting, the sheriff will fill the holiday assignments in accordance with the employee's classification seniority, starting with the employee with the lowest seniority.

- A. Any employee who, as defined by Article V, is not scheduled to work on a holiday as defined by section 10.1, may, at his/her option, take an alternate off day in lieu of receiving payment for

such off day that fell on the holiday. Such alternative off day can only be taken with the permission of the sheriff and must be taken within the same or next payroll period.

ARTICLE XI
ACCIDENTS AND REPORTS

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

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

ARTICLE XII
DISCHARGE AND SUSPENSION

12.1: Rules and Regulations.

- A. The Sheriff may from time to time establish policy, rules and regulations relating to the conduct, maintenance of order, safety and discipline among employees of the Sheriff's department, together with disciplinary penalties for their enforcement. Any employee who violates such departmental policy, rule or regulation or any provision of this Agreement may be subject to discipline up to and including discharge. All such discipline will only be imposed for just cause and is subject to the provisions of Article IV of this Agreement.
- B. When discipline is imposed upon an employee, he/she will be given a written statement by the Sheriff or his designated representative setting forth the

extent of the imposed discipline, and the reasons why such discipline is being imposed, including the policy, rule or regulation or provision of this Agreement the employee has violated.

- C. Any employee who is discharged from his/her employment with the Monroe County Sheriff's Department may immediately file a grievance starting at step 3 of Section 4.2 of Article IV herein. The parties agree to do everything possible to expedite the processing and arbitration of such grievances involving the discharge of an employee.
- D. In the event of any discharge or suspension, an employee has the right to meet with the Sheriff at a mutually agreeable time prior to the implementation of said penalty.

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

ARTICLE XIII INSURANCE

13.1: Insurance Program. The County shall establish and maintain during the term of this Agreement an insurance program providing the insurance as outlined in this section below. The County will enter into a master policy or policies with an insurance company or companies of its choice to provide such insurance coverage. The County, the POAM, and all employees covered by this Agreement shall be bound by the terms of the master policy. When an employee becomes eligible for insurance, he/she may subscribe for such insurance and will at the same time execute and cause to be delivered to the County such documents as may be required in connection with such insurance coverage the benefits for the term of the agreement to be as follows. Effective May 1, 1997, the health insurance shall be changed to provide Master Medical Option 1 (\$100.00/\$200.00; 80/20 co-pay) and the prescription drug co-pay shall be increased to \$5.00.

INSURANCE PROGRAM

For eligible employees only:

- A. Life insurance with double indemnity.
 - 1. \$25,000.00 for sworn deputies.
- B. Effective January 1, 1979, employees covered by this Agreement will be eligible to participate in the County Optical Insurance Program currently in effect for County employees, the provisions being as outlined in §13.5 below. Such participation shall be upon the same terms and conditions as other County employees.
- C. Effective January 1, 1980, the County will provide a 75-25 co-pay dental plan through a carrier of its choice equal to Blue Cross Dental Plan 3.

For County Pension retirees who retired on or after January 1, 1973, only:

- A. Life insurance - \$4,000.00.

For eligible employees, employee's spouse and/or eligible dependents:

- B. Blue Cross/Blue Shield, MVF-1 family coverage with Master Medical and \$2.00 co-pay prescription drug plan or its substantial equivalent.

Hospitalization for Retirees. Effective January 1, 1985, hospitalization insurance, including dental and optical riders, shall be provided by the Employer to any Sheriff's Department employee covered by this Agreement retiring on or after January 1, 1985. The covered retired employee shall have the same insurance coverage provided him/her that he/she had while employed by the Sheriff's Department. If the retiree is eligible or secures insurance coverage elsewhere, the Employer's obligation will supplement such coverage if it is less than County policy provides under this Agreement. If the subsequent source of coverage is equal to or exceeds County policies, the County will not duplicate such coverage and its obligations under this Agreement shall cease until the time that such subsequent source of coverage no longer is equal to or exceeds County policies.

- A. The insurance benefits set forth in this section above are subject to all the provisions of Article XIII of the collective bargaining agreement.

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- B. The County will pay the premiums for the life insurance and Blue-Cross/Blue Shield coverage or its substantial equivalent for employees on extended medical leave under Article VI, §6.4 for a period of six (6) months, provided the employee has seniority and has exhausted all sick pay and vacation pay benefits.
- C. The additional riders on the hospitalization plan - ML-Lab, D-45M, and FAE-RC for 1982, and the cost of these additional riders, shall be deducted from the 1982 wage increase.

13.2: Eligibility. Full-time employees shall be eligible for the insurance coverage provided herein and such insurance coverage shall become effective 12:01 a.m. on the first day of the respective policy month following the employee's ninetieth (90th) day of employment. All employees who are eligible as of the execution of this Agreement shall be covered as of the effective day of this Agreement. Continued eligibility to receive insurance coverage shall be governed by the specific provisions of this Agreement. In the event insurance coverage is terminated as to any employee and the employee subsequently becomes re-eligible for such insurance coverage, the coverage shall become effective as of the first day of the respective policy month following the date he becomes re-eligible.

13.3: Claims. All claims shall be filed through the Personnel Department. Each employee is responsible for notifying that office of any change in his status which might affect his insurance coverage or benefits.

13.4: Vision Coverage. Schedule of allowances:

Examination or survey and analysis, limited to one such examination or survey and analysis in any one period of twelve (12) consecutive months. \$35.00 for employees and their dependents.

Frames	\$ 40.00
Lenses (per pair) Single vision	\$ 30.00
Bifocal (Single)	\$ 45.00
(Double)	\$ 75.00
Trifocal	\$ 65.00
Lenticular including Aspheric	\$125.00
Contacts	\$125.00

In no case shall benefits be provided more than once in any twenty-four (24) consecutive months for the purchase of frames; nor more than once within any twelve (12) consecutive months for the purchase of lenses. No benefits shall be payable hereunder with respect to:

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- A. Services rendered as a result of sickness or injury arising out of and in the course of employment.
- B. Services required by the Employer as a condition of employment or rendered through a medical department clinic, or other similar service provided or maintained by the Employer.
- C. Sunglasses, even if by prescription.
- D. Contact lenses unless the visual acuity cannot be made 20/70 or better with spectacle lenses but can be so improved with contact lenses.
- E. Services covered in whole or in part under the primary contract or provided for the subscriber under any other group coverage furnished by or arranged through any employer.
- F. Services rendered after the date the subscriber ceases to be covered hereunder.

ARTICLE XIV
RETIREMENT PLAN

14.1: Retirement Plan. The County agrees to maintain the Monroe County Employees Retirement Plan now in effect during the term of this Agreement for all employees covered by this Agreement who are present participants in the Plan or who become eligible for participation during the term of this Agreement.

- A. The pension plan is to be computed by taking two and one-quarter (2.25%) percent of the employee's final average compensation multiplied by the years of service not to exceed seventy-five (75%) percent of the final average compensation. An employee can select any three (3) consecutive years out of his last ten (10) years of service for the purpose of determining his/her final average compensation.
- B. For employees covered by the terms of this Agreement, the eligibility requirements of sixty (60) years of age and eight (8) or more years of service are modified to fifty (50) years of age and twenty-five (25) years of service.
- C. Effective January 1, 1985, employees shall at retirement be allowed to withdraw the contributions they have made into the retirement system and will subsequently receive an actuarially reduced pension in accordance with actuarial computations based

upon the assumption rate contained in the actuary's report for the period of time immediately preceding the employee's retirement.

ARTICLE XV
POAM MEMBERSHIP

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

- A. Sign and deliver to the County an assignment authorizing deduction of membership fee and regular dues commencing with completion of a thirty (30) day period from the date of hire;
- B. It is understood the POAM will represent these employees during their probationary period for hours, wages and conditions of employment;
- C. Those employees who are currently on the payroll and who have completed the period mentioned above and who are not members of the POAM must cause to be paid to the POAM a representation fee equivalent to the initiation fee and dues of the POAM by authorizing the deduction of such in writing within thirty (30) days of the date of this Agreement, whichever is later.

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

15.2: Deduction of Dues and Fees. The County shall forward to the Treasurer of the Police Officers Association of Michigan, 28815 W. Eight Mile Road, Suite 103, Livonia, MI 48152 all dues and representation fees deducted from the employees pursuant to the authorization within thirty (30) days after such deduction has been made, together with a list of the names of those employees for whom the deductions have been made.

15.3: Indemnity Agreement. The POAM agrees to indemnify and save the County and the Sheriff harmless against any claims, demands, suits, and any and all other forms of liability which may attach or accrue to the County or the Sheriff by reason of any

challenge to the validity or legality of the provisions of Sections 15.1 and 15.2 of this Agreement.

ARTICLE XVI

GENERAL

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

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

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

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

16.5: Supplemental Agreements. The County and the POAM have agreed to a wage scale for all members of the bargaining unit as stated in (Exhibit A), a Longevity Pay Plan (Exhibit B), and a Duty Disability Plan (Exhibit C), the provisions of which shall be applicable to employees covered by this Agreement subject to the specific eligibility provisions and terms and requirements set forth in each of said exhibits. In addition the County and the POAM have agreed to a Long Term Disability Insurance Program which is attached as (Exhibit D) and applies to the employees of the bargaining unit as defined in section 1.1 of this Agreement.

16.6: Uniform Allowance. The Sheriff shall designate all employees within the bargaining unit who are required to wear uniforms. The County agrees to provide all uniforms as required by the Sheriff. Any employee needing any repair or replacement of

such required uniforms, or requesting for any reason additional uniform allocation, shall make such request to the Sheriff's designated representative. The Sheriff's designated representative shall have the responsibility of issuing an appropriate voucher to the requesting employee for all appropriate requests. No employee is entitled to spend more than \$300.00 in any one calendar year for uniform expenditures under this section.

16.7: Civilian Clothing Allowance. The Sheriff shall designate all employees entitled to civilian clothing allowance under the provisions of this section. All such employees will accumulate such compensation in the amount of \$25.00 per month for every month that the Sheriff determines such employees to be entitled. The Sheriff is responsible for the administration of all such expenditures under the provisions of this section, and under no circumstances shall the expenditures of the Monroe County Sheriff's Department under the provisions of this section exceed the amount as appropriated for such expenditures in the Monroe County budget for the indicated calendar year.

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

16.9: Civil Liability Insurance. The County agrees to continue the existing civil liability insurance at its expense in the amount of \$500,000.00 for one person and \$1,000,000.00 for one occurrence.

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

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

16.12: Court Time. When an officer is required to be present in court as part of his official duties at a time other than his normally scheduled duty hours, he shall be compensated at the rate of one and one-half (1-1/2) times his basic hourly rate for the reasonable and necessary time required in court, with a minimum payment of two (2) hours. This provision is applicable to all courts in Monroe County, as well as required appearances in Monroe County in connection with quasi-criminal proceedings, such as license appeal board, liquor control commissions, etc. The provision of this section shall also apply to required appearances by officers in criminal courts in Detroit, Ann Arbor and Toledo. In the event any officer receives a subpoena fee for such court appearance, he shall promptly remit such fee to the County. In the event an officer is required in the line of duty to travel outside of Monroe, Wayne and Washtenaw Counties, he shall be reimbursed at his straight-time hourly rate for reasonable travel time to and from the assigned location and for reasonable time at the location to conduct the required business. The Sheriff shall advise such officer prior to leaving as to the amount of the reasonable travel and business time. An officer shall be reimbursed for reasonable expenses incurred in lodging and meals when required and authorized in advance. There shall be no payment for overnight stopovers which may be required in out-of-town trips.

16.13: Lost or Damaged Property. In the event an employee covered by this Agreement shall, in the line of duty during scheduled work hours, lose an article of personal property or have such an article of personal property damaged other than through gross negligence, the Employer agrees to repair or replace such item of personal property. Repair shall be made when the item or personal property can be restored to a usable state. If replacement is required, the item shall be replaced with an item of comparable value. Repair or replacement of personal property, lost or damaged in accordance with this Section, shall be required only when the personal property is of the type which is required to be in the possession of the employee and if the employee makes note of the loss or damage in his official report relative to the duty matter resulting in the loss or damage. In the case of damaged items of personal property which cannot be repaired, the damaged item will be turned in to the Personnel Department for the County of Monroe prior to replacement, within sixty (60) days.

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

16.15: Shift Premium. Upon the effective date of this Agreement, a shift premium shall be given to all employees covered by this agreement in the amount of 15¢/hour for all employees

working the midnight shift and a shift premium in the amount of 20¢/hour for all employees working the afternoon shift. All employees working the relief shift shall for the purposes of payment of shift premium be treated in the same manner as afternoon shift employees and will receive 20¢/hour while working the relief shift. Effective January 1, 1988 the above stated rates shall be increased to 20¢/hour for all employees working the midnight shift and 25¢/hour for all employees working the afternoon shift.

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

ARTICLE XVII
TERM OF AGREEMENT

17.1: This Agreement shall become effective as of the date of execution hereof as set forth above, except that the wages set forth in Exhibit A are effective as of the 1st day of January, 1995. This Agreement shall remain in full force and effect until 11:59 p.m., December 31, 1997, and for successive yearly periods thereafter, unless notice is given in writing by either the POAM or the County or the Sheriff, given to the other party at least sixty (60) days prior to December 31, 1997, or any anniversary date thereof, of its desire to amend, modify or terminate the Agreement. If such notice is given, this Agreement shall be open to amendment, modification or termination as such notice may indicate on January 1, 1998, or the subsequent anniversary date, as the case may be.

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

17.3: Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and that there are no other agreements, either oral or written, express or implied, covering the

relationship of the parties. Each party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever, either covered in this Agreement or not, or where such subject matter was or was not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

EXHIBIT A - WAGE SCALE

<u>SERVICE TIME</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
0-6	\$28,180.00	\$29,025.48	\$29,826.25
6-12	\$28,990.37	\$29,860.08	\$30,755.88
12-18	\$31,826.39	\$32,781.18	\$33,764.62
18-24	\$32,726.72	\$33,708.52	\$34,719.77
24-30	\$33,554.51	\$34,566.30	\$35,603.28
30-36	\$34,414.81	\$35,447.26	\$36,510.67
36-42	\$35,180.09	\$36,235.49	\$37,322.56
42-48	\$36,147.93	\$37,232.37	\$38,349.34
Maximum	\$36,935.72	\$38,043.79	\$39,185.10

Wages are fully retroactive to January 1, 1995.

EXHIBIT B
LONGEVITY PAY PLAN

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

- A. Longevity pay adjustments are to be based upon continuous service with the County determined as of December 1 of each calendar year;
- B. Employees with less than five (5) years of continuous service with the County as of December 1 of any calendar year shall receive no longevity pay;
- C. Employees covered by this Agreement with five (5) or more years of continuous service with the County as of December 1, of any calendar year shall receive longevity pay of \$125.00, plus an additional sum of \$25.00 for each additional year of continuous service in excess of five (5) years;
- D. Employees shall not be entitled to any longevity pay of their employment or seniority with the County is terminated for any reason prior to December 1 of any calendar year;
- E. If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) month period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year;
- F. Any employee whose salary is paid by the United States of America or any of its agencies, the State of Michigan or any of its agencies and/or is supplemented by the County, is not entitled to longevity pay.

EXHIBIT C
DUTY DISABILITY PAYMENT PLAN

Duty disability payments under this plan to eligible employees shall be made as follows to the eligible employees defined as deputy and corrections officers.

- A. If an eligible employee is unable to perform his/her regular duties as a result of a duty accident or illness resulting in duty disability pay, he/she will be required to perform such other Departmental duties or County work outside the Department as he/she is capable of performing within such reasonable medical restrictions as may be determined in light of the nature of his/her disability. In the first instance, the treating physician shall determine any such restrictions on work activities but the County may, at its expense, have the officer examined by a physician of its choosing for the purpose of determining whether the officer can perform any duties with the Department and if so, what restrictions are applicable. In the event there is a disagreement between the treating physician and the County's physician as to whether the officer may perform any duties for the Department or the restrictions under which he/she is to perform such duties, it shall be resolved by an independent third party physician elected by the treating physician and the County's physician, and such independent third physician decision shall be binding upon the officer, the POAM and the County. Duties assigned to an officer, pursuant to this provision, may be different than those duties to which the officer would normally be assigned.
- B. In the event an eligible employee is required to perform within the Department outside of his/her classification or outside of the Department for the County of Monroe, the eligible employee shall be paid at his/her regular and normal rate of pay, including any wage and salary increase he/she and his/her regular classification would have received in the interim while performing in the position he/she was assigned.

It is understood that the Sheriff's Department would make every effort to place an eligible employee in a position within the Department before the employee would be assigned to work for Monroe County outside of the Sheriff's Department.

- C. 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:
1. 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 officer would have received for such pay period if he had not been injured.
 2. From the disabled employee's net weekly take-home wage, there shall be deducted weekly worker's disability compensation benefits to which such employee is entitled under the worker's disability compensation laws of the State of Michigan, and the County will pay the difference between such weekly worker's disability compensation benefits and the disabled employee's net weekly take-home pay, as computed above.
 3. In the event an employee remains completely disabled within the meaning of this Exhibit C for the period of one (1) year, such employee shall promptly make application for social security disability benefits and 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 County's liability for duty disability payments under this duty disability plan shall be the difference between the sum of weekly worker's disability compensation benefits received by the disabled employee and social security disability benefits, computed upon a weekly basis at the rate of four and one-third (4-1/3) weeks per month, and the disabled employee's net weekly take-home pay as computed above. In no case will the weekly take-home pay be less than what the officer

would have received based on a 2080-hour work year.

- D. All of the foregoing are subject to further limitation of the County's responsibility for duty disability payments under this Agreement. This responsibility shall be limited to a period of time which is the lesser of:
1. The date the officer returns to full duty and is taken off of duty disability.
 2. The date the officer is placed on restricted duty and is paid the amount to equal the officer's regular pay.
 3. The date the officer attains the age of sixty-two (62) years and retires.
 4. The date the officer reached two (2) consecutive years of absence from work due to the duty disability.
- E. In the event of (D)(3) or (4) above, the County will be responsible for the difference between the net pay of the officer, had he/she been able to return to full duty, and the combined amount of worker's disability, pension and social security payments. In the event Social Security, pension and/or worker's disability compensation would, for some reason, become unable to furnish payment, the County would be liable and pay the entire amount. As the salary schedule increases, it will also increase for the officer on Social Security and Disability Retirement. This supplement shall cease as of the date the officer attains normal retirement age under the County retirement plan.
- F. While on duty disability payments pursuant to this Exhibit, an officer shall receive benefits or benefit accrual as follows:
1. Seniority. An officer on duty disability hereunder shall accumulate seniority pursuant to Article VII while on duty disability, for a maximum of two (2) consecutive years.
 2. Vacation. An officer going on duty disability hereunder shall be entitled to receive the vacation accrued to the officer as of the date of injury or illness, to be paid to the officer at the time of the officer's choosing

during the balance of the anniversary year in which the injury or illness occurs. In the event an officer is on duty disability hereunder for one year or more, the officer shall not accrue any additional vacation benefits during such absence, but instead will be compensated for 2,080 hours for that year. If the officer is on duty disability hereunder for less than one year, the officer shall accrue vacation benefits during the period of absence due to duty disability as if he were on duty. In the event an officer is on duty disability for more than one year, but less than two years the officer shall receive no vacation benefits for the first year as provided above, and upon returning to duty during the second year shall be credited with the pro rata vacation which the officer would have earned as of the date of return to duty from the last prior anniversary date of hire, as if he had been on duty, provided the officer works at least ninety (90) calendar days after returning to duty. In the event an officer is on duty disability for two full years, he shall be entitled to 2,080 hours of duty disability pay hereunder, and shall not accrue any vacation benefits after such two-year period.

3. Officers on duty disability who return to duty within a two year period, from the date of illness or injury, shall be entitled to have vacation credited hereunder on the basis of any step increase in vacation benefits which may occur during such period of absence.
4. Holidays. Officers on duty disability hereunder shall receive no holiday pay for holidays occurring during the period of time the officer receives duty disability pay hereunder.
5. Longevity Pay. An officer on duty disability shall be credited for all time on duty disability for purposes of longevity pay as if he had been on duty for a maximum of two consecutive years.
6. Medical, Hospital, and Life Insurance. The County will continue the medical, hospital, and life insurance plans for an officer on duty disability for a maximum of two (2)

consecutive years of absence due to duty disability hereunder, the County will make such coverage available to the officer at group rates at the officer's expense; or, if the officer retires or is retired at the end of such two (2) year period, the County will provide at its expense the retiree insurance benefit in effect for retirees at the time of such retirement.

7. Pension. An officer on duty disability shall be credited for all time on duty disability for pension credit purposes and shall be subject to deduction from duty disability pay for pension contribution, if any.
- G. Duty disability checks will be paid on the regular pay day.

Effective January 1, 1995 through December 31, 1997

SIGNATURE COPY

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be effective MARCH 11, 1997.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

COUNTY OF MONROE

K.E.P.
3-23-97

Kenneth E. Grabowski
Business Agent

Dale Zorn
04-9-97
Dale Zorn
Chairman - Board of
Commissioners

MONROE COUNTY DEPUTY
SHERIFFS ASSOCIATION

William Myers
04/09/97
William Myers, President

Tillman Crutchfield
Tillman Crutchfield
Monroe County Sheriff

Donald Vandercook
Donald Vandercook
Vice President

David Thompson
David Thompson, Secretary

