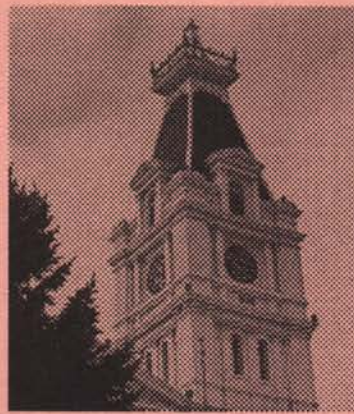


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12/31/97



COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
COUNTY OF MONROE
THE
MONROE COUNTY SHERIFF
AND THE
POLICE OFFICERS LABOR COUNCIL
COMMAND OFFICERS' ASSOCIATION
UNIT II

Monroe County



JANUARY 1, 1995 TO DECEMBER 31, 1997

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

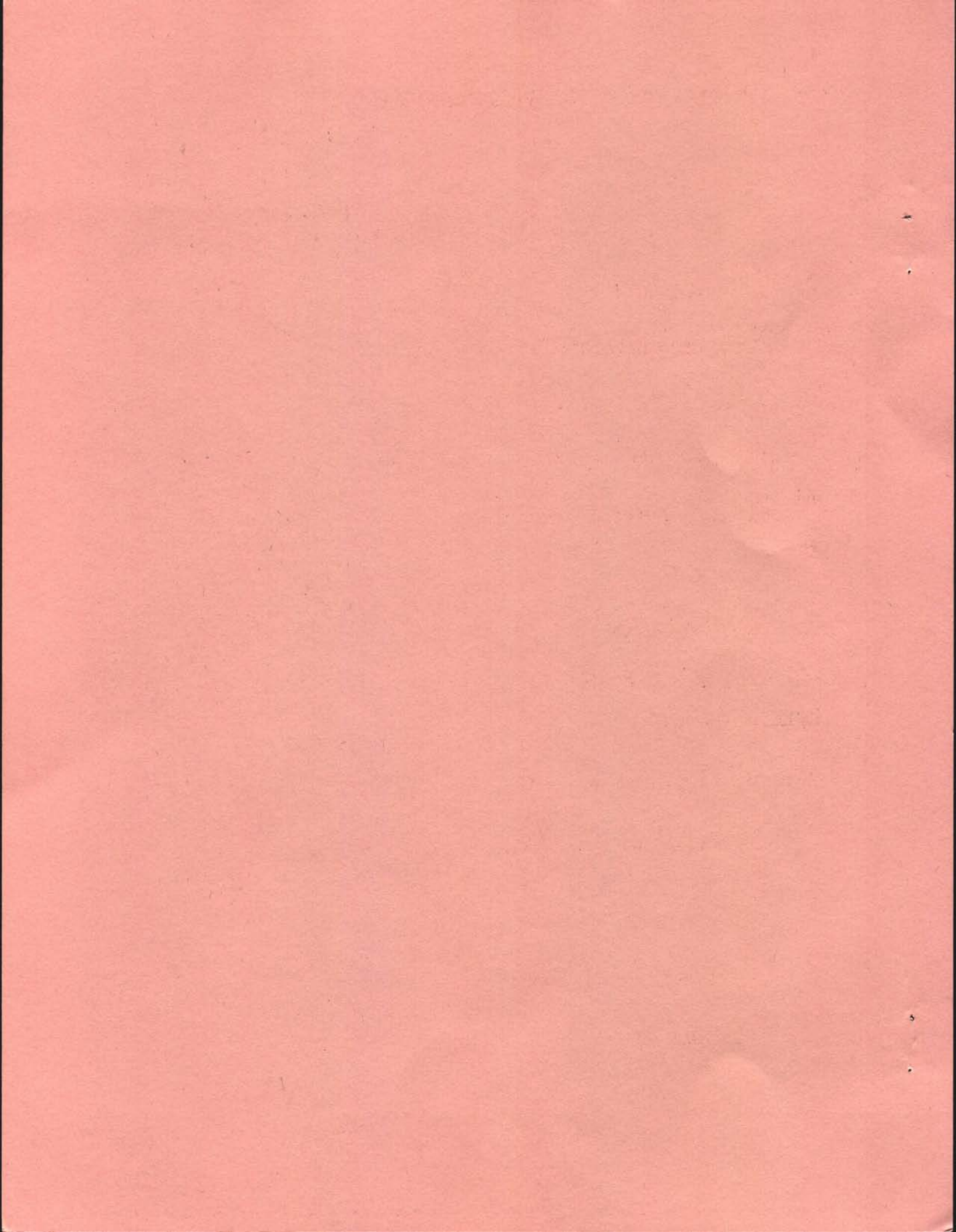


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AGREEMENT

THIS AGREEMENT entered into the 11th day of March, 1997 by and between the COUNTY OF MONROE ("County"), the SHERIFF OF MONROE COUNTY ("Sheriff"), the POLICE OFFICERS LABOR COUNCIL ("Labor Council"), representing the Monroe County Sheriff's Department COMMAND OFFICERS ASSOCIATION ("Association").

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 Labor Council.

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

The parties mutually recognize 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 Labor Council, encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION

Section 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 Labor Council, 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: All Lieutenants, Sergeants, and Captains, but excluding all other employees.

Section 1.2 Definitions For the 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 representatives.
- (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) "Labor Council" - Officers, representatives and members of the Police Officers Labor Council.
- (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 2

REPRESENTATION

Section 2.1 Bargaining Committee The employees shall be represented by a bargaining committee of three (3) members, one of whom shall be the chairman, who shall be elected in any manner determined by the employees. All members of the bargaining committee shall be seniority employees of the Sheriff's Department. The bargaining committee shall represent the employees in connection with negotiations leading to this collective bargaining agreement and any amendments, modification, renewals or replacements of this collective bargaining agreement. The Labor Council and the County and the Sheriff may each have representatives as they may choose present in connection with meetings between them and the bargaining committee.

Section 2.2 Stewards Two (2) 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 Association, 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 matter 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.

Section 2.3 Designation of Representatives Promptly following the effective date of this Agreement, the Labor Council 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 3

RIGHTS AND RESPONSIBILITIES

Section 3.1 No Strike Employees shall not engage in any activity violation of Act 336, Public Acts of 1947, as amended, which provides 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 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, or 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 Labor Council 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 violates the responsibilities set forth in Section 3.1 above, which disciplinary action may include any form of discipline up to and including discharge.

Section 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.

Section 3.3 Management Rights The Labor Council recognizes that the management of the operations of the Sheriff's 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 the 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 Agreements The County and the Sheriff and the Labor Council 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 Labor Council 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 Sheriff's Department and to require compliance therewith by the employees. The County may also make rules and regulations in accordance with its statutory authority. The Labor Council reserves the right to question the reasonableness of the rules or regulations through the grievance procedure and through the arbitration procedure hereinafter provided.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 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 Labor Council as to the interpretation, application or alleged violation of specific provisions of this Agreement.

Section 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 matter, 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 Human Resources Supervisor, and the County Clerk within ten (10) days after the date of the 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.

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

A. Selection of Arbitrator The arbitrator shall be selected in accordance with the following procedure:

- (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.

B. 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.

- C. Arbitration Costs The arbitrator's fees and expenses shall be paid by the party (Labor Council 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 Labor Council and the County. The Labor Council and the County shall be responsible for their own expenses, if any, in connection with the arbitration proceedings.
- D. 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.
- E. Effect of Arbitrators Decision The arbitrator's decision shall be final and binding on the County, the Sheriff, the Labor Council and any employee or employees involved and cannot be changed by any individual.

Section 4.4 Limitation on Grievance Procedure The entire grievance procedure shall be subject to the following limitations:

- A. No action on any matter shall be considered the subject of a grievance unless it is reduced to writing and signed by the grievant within ten (10) work days of its occurrence.
- B. In the event a grievance is not appealed or processed from a decision in any of the steps of the grievance procedure to the next step in the grievance procedure and within the time limits as prescribed in said step, it shall be considered closed on the basis of the last written decision on the grievance. Grievances not answered at Step 2 and beyond within the time limits will be deemed granted.
- C. The time limits at any level of the grievance procedure may be extended by mutual agreement of the parties set forth in writing.
- D. Any employee reinstated after discharge or disciplinary 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.

Section 4.5 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 10, Section 10.1, or if the County Clerk or office is closed for the day due to any act of God.

Section 4.6 Grievance Settlements Neither the County, the Sheriff nor the Labor Council, 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.

Section 4.7 Whenever the Sheriff or County elects to delete equipment that involves the safety of the officers within the bargaining unit, the Union has the right to the grievance procedure.

ARTICLE 5

HOURS OF WORK

Section 5.1 Work Period The normal work week for employees covered by this Agreement shall be a twenty-eight (28) calendar day period. Employees shall be scheduled for an average of forty (40) hours per week, averaged over two (2) consecutive payroll periods (a twenty-eight (28) calendar day period). Except for unavoidable circumstances, employees will not be scheduled for more than forty-eight (48) hours in any seven (7) consecutive day period within the work period.

- A. Schedules The Sheriff shall have the right to establish the work schedule and to assign personnel as required and necessary to fulfil the duties and obligations of the department. The Sheriff shall publish and post a schedule of regular work shifts thirty (30) days in advance of the

effective date of said shifts. Such posted schedule shall also designate each employee's day off. Schedule changes required by bonafide emergencies may be made by the Sheriff without notice in order to meet conditions existing at any given time. All notices of less than 30 days for purposes of employee training or schooling are exempt from the provisions of this section.

- 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 November 1st 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 November 10th of each year. All employees who fail to make application pursuant to such posting will be assigned a shift by the Sheriff and shall have no ability to contest such assignment. On December 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 January 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 departmental seniority, to the extent that it will not unduly hinder the operation, control, effectiveness, and efficiency of the particular involved shift. However, any employee promoted into a job classification of this bargaining unit after the effective date of this Agreement shall use classification seniority for shift selection purposes. 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 4 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 matter, or made for no reason at all. The Sheriff shall make every reasonable effort to assign employees to the shift selection of their preference.

Section 5.2 Employee Attendance Employees shall be regular in their attendance and observe their scheduled working hours established by the County or the Sheriff. The County may install a time clock system or other time recording device for the purpose of documenting employee attendance and to insure proper payment for time worked. 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 to work at his 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.

Section 5.3 Extra Compensation Employees shall receive time and one half (1½) 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 employees 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.

Section 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 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.

Section 5.5 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 County Board of Commissioners shall fix compensation and other terms and conditions for off duty deputies on such special patrols which may be different than those set forth herein.

The Sheriff shall make assignments to such special units from among those deputies who volunteer for such duty. If there are no volunteers the Sheriff shall make the work assignments.

Section 5.6 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 Labor Council, upon request, for the purpose of discussing and reviewing any problems which may result for such change.

Section 5.7 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. All time required by the County or the Sheriff to be spent 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 6

LEAVE OF ABSENCE

Section 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.

Section 6.2 Labor Council 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 Labor Council 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.

Section 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 will 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 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.

Section 6.4 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

Section 7.4 Reduction in Force When it is necessary to make a reduction in force, the Monroe County Board of Commissioners will designate the job classifications so affected and the number of employees in each job classification that must be reduced. Employees of the bargaining unit affected by such reduction in force will be eligible to "bump" a sworn law enforcement officer in a lower ranking job classification in the department, provided the employee has more departmental seniority and the ability and training to perform the duties of such job. Employees of the bargaining unit will not have "bumping" rights over non-sworn members of the Department. The employees affected by reductions in force within a particular job classification will be determined by reverse classification seniority. (For example, if there are nine sergeant positions before the reduction in force, and the Board determined that this number must be reduced to seven positions, the two sergeants with the least classification seniority shall be reduced in rank to deputy, provided they have more departmental seniority than the deputies they are "bumping" and have the ability and training to perform the job.)

All reductions in force, and recalls from such will 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.

Section 7.5 Seniority Exceptions Exceptions to the foregoing seniority provisions may be made by mutual agreement of the County and the Sheriff and the Labor Council. 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 the bargaining unit covered by this Agreement, but who continues as an employee of the County Sheriff's department, shall retain his/her seniority within the job classification held at the time of such transfer and, in the event he/she vacates that position, or the Sheriff decides to remove that person for any reason, he/she may exercise his/her seniority and return to the bargaining unit.

Section 7.6 Promotions When the Sheriff determines that an

opening or vacancy exists for promotion to the positions of Lieutenant and/or Captain, employees covered by this Agreement and Deputies in Unit I shall be eligible for promotion based on the following:

All openings for promotion within the Sheriff's Department will be posted for a period of ten (10) 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 as outlined in Section 7.61 below. The Sheriff shall have the right to promote either of the two (2) top candidates as based on their total point accumulations as outlined in Section 7.61. If the Sheriff does not choose the candidate with the top point allocation but instead promotes the candidate with the second highest point accumulation as determined by Section 7.61, such candidate passed over for promotion will automatically receive the next similar position which becomes available prior to the publication of the results of the next examination that is given.

All candidates for promotion to the position of Lieutenant must have served as a sworn, certified Sergeant with the Monroe County Sheriff's Department for a minimum of two (2) years, or as a sworn, certified deputy sheriff for a minimum of ten (10) years with the Monroe County Sheriff's Department.

All candidates for promotion to the position of Captain must be a member of the bargaining unit as of the date of the posting of the vacancy, and must have had two (2) years of previous command experience with the Monroe County Sheriff's Department.

Section 7.61 Each candidate's total point score will be determined by the total of earned in Section 7.61 A, B, and C as follows:

- A. 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 4 of this agreement. Each candidate's score will be multiplied by .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. Examination for promotions will not be given more than once in a twelve month period.
- B. Seniority. All applicants for promotion to the position of Lieutenant or Captain will receive 1.5 points for every year

of departmental seniority they have accumulated as defined in Section 7.1 of this Agreement, up to a maximum total of twenty (20) points. In addition, all applicants will receive .10 points for every month of classification seniority as a command officer with the Monroe County Sheriff's Department, to a maximum of 24 months, or 2.4 points.

- C. Sheriff's subjective evaluation. The Sheriff shall evaluate all candidates for promotion based upon their past job performance, experience and education. The Sheriff will assign a point score from a minimum of zero (0) to a maximum of twenty (20) points based upon his subjective review and evaluation. The Sheriff shall send the subjective evaluation to the Monroe County Human Resources Department prior to reviewing the written examination of a candidate. 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 satisfyingly 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 discriminatory purposes.

- D. Each candidate shall, upon written request to 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. The Sheriff may, at his discretion, extend this probationary period for an additional three (3) months and must notify the employee in writing that this extension has been made. The Sheriff may revoke the promotion of such employees who do not in his discretion satisfactorily complete this six month probationary period. However, such a decision on the part of the Sheriff is subject to an independent arbitrator's review under the provision of Article 4 described herein. The arbitrator must find the Sheriff had sufficient reason and just cause for such a revocation in order to uphold such decision. All employees who do not properly complete

their probationary periods following promotion shall be returned to the job classification they held before being promoted.

Section 7.7 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.

ARTICLE 8

VACATIONS

Section 8.1 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/year
From...19 calendar months to..60 calendar months	. . 10 days/year
From...61 calendar months to..84 calendar months	. . 13 days/year
From...85 calendar months to..144 calendar months	. . 15 days/year
From..145 calendar months to..180 calendar months	. . 18 days/year
From..181 calendar months to..240 calendar months	. . 20 days/year
From..241 calendar months and over 25 days/year

Section 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.

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 Labor Council. Vacations may

not be accumulated from one year to another and shall be scheduled as provided in Section 8.4 below.

Section 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 to the normal pay dates as they occur. Vacation pay shall be determined as of the employee's current salary at the time vacation is taken.

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

ARTICLE 9

SICK PAY BENEFITS

Section 9.1 All employees of the bargaining unit are covered by the County of Monroe's short and long term disability plan. The amount of disability income benefits provided for eligible employees shall be 67% of the employee's gross basic monthly earning, with a maximum monthly benefits of \$4,000.00 and a minimum monthly benefit of \$100.00. 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 two (2) years. After such two (2) year period, all benefits will cease.

Section 9.2 An employee will not be eligible for disability benefits unless he/she is under the care of a physician who certified, in writing, that said employee is disabled from performing his/her job responsibilities. Such written certification must be provided to the Human Resource Supervisor and 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 limitations and restrictions as certified. The County will attempt

to offer such "favored work" within the Monroe County Sheriff's Department. The Sheriff will make every attempt to make such "favored work" offer consistent with the employee's present shift assignment, however, he may direct t he employee to perform such "favored work" assignments on another shift, if necessary. 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 Exhibit "A" of this Agreement.

Section 9.3 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 reexaminations as may be directed by the County as to said employee will be done by such physician.

Section 9.4 All employees of the bargaining unit shall receive six (6) "sick days" annually, to be credited as of January 1st of each year. Such annual "sick days" shall not accumulate from one year to the next, but at the end of each year the employee shall receive payment at his/her regular hourly rate for 50% of all such unused annual "sick days". Employees may utilize such annual sick days only if the employee or someone on his/her behalf notifies the department before he/she is scheduled to report to work on each day that he/she will be absent from work, unless it is physically impossible for such report to be made. The Sheriff may require a physician's certificate showing that the use of such annual sick days was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform his/her regular work duties. The requirement of a physician's certificate for use of such annual sick days shall not apply to absences of one or two days unless such short periods of absence are habitual with the employee. Employees must exhaust their annual "sick days" before receiving disability benefits pursuant to the provisions of this Article. In addition, any employee who has earned and accumulated "sick days" in his/her "sick day bank" under 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 apply for and 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 Human Resources Supervisor, 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.

Section 9.5 Any employee who received disability benefits pursuant to this Article will continue to accrue seniority as defined in Article 7 of this Agreement for up to a maximum period of one year.

At the end of such one (1) year period, if the employee continues to be disabled, he/she shall have his/her seniority frozen and will receive no further employment benefits beyond such one (1) year period with the specific exception if insurance benefits pursuant to Article 13 of this Agreement and sick and accident benefits under this article. The employee, if he/she continues to be disabled, will be eligible to receive disability benefits pursuant to this Article for up to the maximum period to two (2) years. At the end of such two (2) year period, if the employee is unable to return to and perform his/her regular job responsibilities without limitations or restrictions, said employee will have his/her seniority terminated and receive no further benefits pursuant to this Agreement.

If the County so directs, any employee receiving disability benefits pursuant to this Article may be required to apply for other income benefits for which he/she may be eligible. The County of Monroe's obligation to provide disability benefits pursuant to this Article shall be subject to reduction by any of the following other income benefits for which the employee may receive:

1. Social Security disability benefits
2. Worker's Compensation benefits
3. Pension benefits
4. Disability benefits under any "no fault" automobile reparation insurance law.

Documentation of such application for, denial and/or receipt of, such benefits must be promptly provided to the Human Resources Supervisor.

Section 9.6 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 disciplinary action up to and including discharge. No employee shall engage in any gainful employment

whatsoever while they are receiving disability benefits pursuant to the provisions of this Article unless they have obtained the prior written approval of the Human Resource Supervisor. 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.

Section 9.7 No employee will be returned to employment, with the exception of "favored work" as defined in Section 9.2 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 for resuming his/her job responsibilities without limitations or restrictions. Such physician's certification must be presented, in writing, to the Human Resource Supervisor.

ARTICLE 10

HOLIDAYS

Section 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 Day
New Year's Eve

Section 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.

Section 10.3 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. For those employees assigned to twenty-four (24) hour, seven (7) day per week operations, Christmas Eve, Christmas, New Year's Eve and New Year's day shall be observed on the actual holiday.

ARTICLE 11

ACCIDENTS AND REPORTS

Section 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 such other details as may be reasonably requested by the County. The employee shall make out an accident report in writing on forms furnished by the County and shall file a report with the Human Resources Department. Failure to comply with the provisions shall subject such employee to disciplinary action by the Sheriff.

Section 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 operating condition.

ARTICLE 12

DISCHARGE AND SUSPENSION

Section 12.2 Rules and Regulations 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 their 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 4 of this Agreement. 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 and regulation or provision of this Agreement the employee has violated. 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 2 of Article 4 herein. The parties agree to do everything possible to expedite the processing and arbitration of such grievances involving the discharge of an employee.

Section 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 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 13

INSURANCE

Section 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 Labor Council, 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 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:

INSURANCE PROGRAM

For eligible employees only:

- A. Life insurance with double indemnity.
 - 1. \$25,000.00 for sworn deputies, provided, however, if a sworn deputy is permitted to continue working subsequent to age 65, the life insurance benefit to which he shall be entitled as of his 65th birthday and thereafter shall be \$12,500.
- 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 Section 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. Effective 6/01/97, the Employer agrees to provide each regular, full-time employee and their eligible dependents the traditional Blue Cross-Blue Shield PSG-1, hospital, medical, surgical benefits with Master Medical Option I (\$100/\$200; 80/20%) with D45-NM, ML, and FAE-RC riders, preferred RX \$5.00 co-pay (mail order drugs at 50% of co-pay), subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment.

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.

1. The insurance benefits set forth in this section above are subject to all provisions of Article 13 of the Collective Bargaining Agreement.

Section 13.2 Eligibility Full-time employees shall be eligible for the insurance coverage provided herein and such insurance coverage shall become effective on the ninetieth (90th) continuous 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. In the event an employee is killed in the line of duty, insurance coverage shall be provided to said employee's spouse until the time that he/she shall remarry or secure insurance coverage from another source, and to said employee's dependent children until the time they reach the age of nineteen (19) years or insurance coverage is available from another source.

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

Section 13.4 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 percent (2.25%) of the employee's final average compensation multiplied by the years of service not to exceed seventy-five (75%) of the final average compensation. An employee can select any three (3) consecutive years out of his/her 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.

Section 13.5 Vision Care - Schedule of Allowances 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

In no case shall benefits be provided more than once in any twelve (12) consecutive months for the purchase of glasses. No benefits shall be payable hereunder with respect to:

- 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 14

LABOR COUNCIL MEMBERSHIP

Section 14.1 Labor Council 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 thirty (30) day period from the date of hire;
- B. It is understood the Labor Council 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 Labor Council must cause to be paid to the Labor Council a representation fee equivalent to the initiation fee and dues of the Labor Council 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 sub-paragraphs, the County, upon receiving a signed statement from the Labor Council 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.

Section 14.2 Deduction of Dues and Fees The County shall forward to the Bargaining Unit 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.

Section 14.3 Indemnity Agreement The Labor Council 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 14-1 and 14-2 of this Agreement.

ARTICLE 15

GENERAL

Section 15.1 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.

Section 15.2 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.

Section 15.3 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.

Section 15.4 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 Labor Council 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 or term of this Agreement. If no agreement has been reached at the end of sixty (60) calendar days after the first meeting between the Labor Council and the County on the rate of pay for such new job classification, the matter shall be processed through the grievance procedure.

Section 15.5 Supplemental Agreements The County and the Labor Council 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.

Section 15.6 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 (1) calendar year of uniform expenditures under this section.

Section 15.7 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.

Section 15.8 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.

Section 15.9 Civil Liability Insurance The County agrees to continue the existing civil liability insurance at its expense in the amount of \$500,000 for one person and \$1,000,000 for one occurrence.

Section 15.10 Deputy Bond The County agrees to pay the cost for all bonds required of deputies as a matter of law.

Section 15.11 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 Human Resources Supervisor.

Section 15.12 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 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.

Section 15.13 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, 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 an 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 into the Human Resources Department for the County of Monroe prior to replacement, within sixty (60) days.

Section 15.14 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. Lost or damaged equipment shall be charged to the responsible employee if due to neglect or careless use which may be subject to the grievance procedure.

Section 15.15 Shift Premium Shift premium shall be given to all employees covered by this Agreement in the amount of \$.20/hour for all employees working the midnight shift and a shift premium in the amount of \$.25/hour for all employees working the afternoon shifts. All employees working the relief shift shall for the purposes of payment of shift premium be treated in the same matter as afternoon

shift employees and will receive \$.25/hour while working the relief shift.

Section 15.16 Call-In Compensation Employees called in prior to their regular shift or called back following their regular shift, shall be entitled to receive a minimum of two (2) hours pay regardless of the hours worked, but may be required to perform two (2) hours of duties if such work is available. Such call-ins or call-backs shall be authorized only by the Sheriff or Undersheriff.

ARTICLE 16

TERM OF AGREEMENT

Section 16.1 This Agreement shall become effective as of March 11, 1997, and 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 Labor Council 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.

Section 16.2 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.

Section 16.3 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.

EXHIBIT A

MONROE COUNTY
COMMAND OFFICERS WAGE SCALE
January 1, 1995

JOB CLASSIFICATION

Captain: Annual Salary.....\$50,294.40
Hourly Salary.....\$24.18

Lieutenant: Annual Salary.....\$46,592.00
Hourly Salary.....\$22.40

0 - 6 Months

Sergeant: Annual Salary.....\$33,696.00
Hourly Salary.....\$16.20

6 - 12 Months

Annual Salary.....\$35,713.60
Hourly Salary.....\$17.17

12 - 18 Months

Annual Salary.....\$37,835.20
Hourly Salary.....\$18.19

18 - 24 Months

Annual Salary.....\$40,206.40
Hourly Salary.....\$19.33

Maximum

Annual Salary.....\$42,848.00
Hourly Salary.....\$20.60

EXHIBIT A

MONROE COUNTY
COMMAND OFFICERS WAGE SCALE
January 1, 1996

JOB CLASSIFICATION

Captain:	Annual Salary.....	\$51,812.80
	Hourly Salary.....	\$24.91
Lieutenant:	Annual Salary.....	\$47,985.60
	Hourly Salary.....	\$23.07
0 - 6 Months		
Sergeant:	Annual Salary.....	\$34,715.20
	Hourly Salary.....	\$16.69
6 - 12 Months		
	Annual Salary.....	\$36,795.20
	Hourly Salary.....	\$17.69
12 - 18 Months		
	Annual Salary.....	\$38,979.20
	Hourly Salary.....	\$18.74
18 - 24 Months		
	Annual Salary.....	\$41,412.80
	Hourly Salary.....	\$19.91
Maximum		
	Annual Salary.....	\$44,137.60
	Hourly Salary.....	\$21.22

EXHIBIT A

MONROE COUNTY
COMMAND OFFICERS WAGE SCALE
January 1, 1997

JOB CLASSIFICATION

Captain:	Annual Salary.....	\$53,372.80
	Hourly Salary.....	\$25.66
Lieutenant:	Annual Salary.....	\$49,420.80
	Hourly Salary.....	\$23.76
0 - 6 Months		
Sergeant:	Annual Salary.....	\$35,755.20
	Hourly Salary.....	\$17.19
6 - 12 Months		
	Annual Salary.....	\$37,897.60
	Hourly Salary.....	\$18.22
12 - 18 Months		
	Annual Salary.....	\$40,144.00
	Hourly Salary.....	\$19.30
18 - 24 Months		
	Annual Salary.....	\$42,660.80
	Hourly Salary.....	\$20.51
Maximum		
	Annual Salary.....	\$45,468.80
	Hourly Salary.....	\$21.86

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 if their employment or seniority with the County is terminated for any reason prior to December 1 of any calendar year;
- E. If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) month period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year;
- 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

The County agrees to make duty disability payments to sworn law enforcement personnel covered by this Agreement who meet the following eligibility requirements:

- A. Only those employees covered by this Agreement who are sworn law enforcement personnel pursuant to state law shall be eligible for any payment pursuant to this duty disability plan;
- B. "Duty Disability" as the term is used in this plan is defined as an injury incurred by an eligible employee as direct result of his performance of his required duties during the period of time when he is actually on duty with the Department;
- C. The employee must report such injury to his immediate supervisor as soon as possible and submit to such medical treatment as may be necessary under the circumstances. The supervisor shall keep a written record of the notification of each such reported injury;
- D. The eligible employee must be disabled from performing work for the Sheriff's Department to the extent required by the Michigan Workmens' Compensation Act and each party agrees to be bound by the determination under such Act as to the fact of disability, provided, however, if the period of disability does not exceed seven (7) days, an eligible employee shall nevertheless be entitled to payments hereunder upon the certification of the treating physician that such employee is disabled for duty for such time as the certification may specify;
- E. Duty disability payments under this plan to eligible employees shall be as follows:
 1. If an officer is unable to perform his regular duties as a result of a duty accident or illness resulting in duty disability pay, he will be required to perform such other Department duties as he is capable of performing within such reasonable medical restrictions as may be determined in light of the nature of his disability. In the first instance, the treating physician shall determine any such restrictions on work activities but the 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 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's decision shall be binding upon the officer, the Labor Council, 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.

2. In the event of complete disability, such that the employee cannot continue to perform any departmental duties, he shall be entitled to disability benefits computed as follows:
 - a. 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.
 - b. From the disabled employee's net weekly take-home wage, there shall be deducted weekly workers' disability compensation benefits to which such employee is entitled under the workers' disability compensation laws of the State of Michigan, and the County will pay the difference between such weekly workers' disability compensation benefits and the disabled employee's net weekly take-home pay, as computed above.
 - c. 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 workers' disability compensation benefits received by the disabled employee and social security disability

benefits, computed upon a weekly basis at the rate of four and one-third (4 1/3) weeks per month, and the disabled employee's net weekly take-home pay as computed above. In no case will the weekly take-home pay be less than what the officer would have received based on a 2080 - hour work year.

3. 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:
 - a. The date the officer returns to full duty and is taken off of duty disability.
 - b. The date the officer is placed on restricted duty and is paid the amount equal the officer's regular pay.
 - c. The date the officer attains the age of sixty-two (62) years and retires.
 - d. The date the officer reached two (2) consecutive years of absence from work due to the duty disability.
4. At this time, the County will be responsible for the difference between the net pay of the officer, had he been able to return to full duty, and the combined amount of pension and social security payments. In the event social security and/or workers' 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.
5. While on duty disability payments pursuant to this Exhibit, an officer shall receive benefits or benefit accrual as follows:
 - a. Seniority An officer on duty disability hereunder shall accumulate seniority pursuant to Article 7 while on duty disability, for a maximum of two (2) consecutive years.
 - b. 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 (1) 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 for less than one (1) 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 that one (1) year, but less than two (2) years, the officer shall receive no vacation benefits for the first year as provided above, but upon returning to duty during the second year shall be credited with the pro rate 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 (2) 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 (2) year period.

- c. Officers on duty disability who return to duty within a two (2) 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.
- d. 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.
- e. 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 (2) consecutive years.
- f. 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.

6. Duty disability checks will be paid on the regular pay day.
7. In applying the provisions of the above Duty Disability payment plan, the County of Monroe agrees that officers will be covered if the injury is a direct result of his/her performance of his/her required duties during the period of time when he/she is on actual duty with the Department. This will include voluntary duty assigned by the Sheriff to other public functions where the officers will be performing police duties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties herein have caused this Agreement and all Exhibits as attached hereto to be executed and effective upon this 11th day of March, 1997.

FOR THE EMPLOYER:

Dee W. Lee
Chairman, Board of Commissioners

Tilman L. Cantelero
Monroe County Sheriff

3-11-97
Dated

FOR THE LABOR COUNCIL:

Michael F. James
P.O.L.C.

Sgt. Thomas C. Hudson

Sgt. A. J. [unclear]

Capt. James [unclear]

LETTER OF UNDERSTANDING

The parties of this Letter of Understanding, the County of Monroe, the Monroe County Sheriff, the Police Officers Labor Council, and the Monroe County Sheriff's Command Officers Association, have negotiated a Collective Bargaining Agreement which defines their relative Employer - Employee relationship, to which this Letter of Understanding is attached. Pursuant to such Collective Bargaining Agreement, the Employer provides certain health, optical, and dental care benefits to employees of the bargaining unit. The parties hereby agree to the following concerning such benefits:

1. Any Employee who can secure such benefits from another source and desires to withdraw from the County of Monroe's benefit plan shall submit a request to so withdraw, in writing, to the County Administrator.
2. The County Administrator will review all such written requests as received and respond to such in writing, within fifteen (15) calendar days of receipt of such request. The County Administrator will indicate the approval or denial of the request, and such decision will be made in his sole discretion.
3. If the County Administrator approves an Employee's request to withdraw from the County's plan, such approval will indicate the effective date that the County will no longer provide such benefits to such Employee. This date will be binding on all parties.
4. An Employee who has withdrawn from the County of Monroe's plan subject to the provisions of this Letter of Understanding, will receive a cash payment of \$1,000.00 per year, payable in the last pay period of each calendar year. Any Employee who has withdrawn from the County's plan for a portion of such calendar year will receive a prorated amount of such \$1,000.00 payment.
5. An Employee who has withdrawn from the County of Monroe's plan may apply to be reinstated back into the County's plan, provided he/she demonstrates that he/she can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator. The County Administrator will respond to such

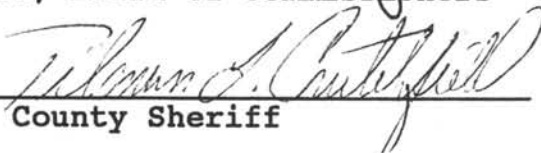
requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the Employee is once again covered under the County of Monroe's health, optical, and dental care plan, and the County Administrator's response.

6. All parties to this Letter of Understanding hereby agree that the terms and conditions as defined herein are at all times subject to the Master Policies between the County and its insurance carriers. The County agrees to notify the Union of any changes in such Master Policies.

FOR THE EMPLOYER:



Chairman, Board of Commissioners



Monroe County Sheriff

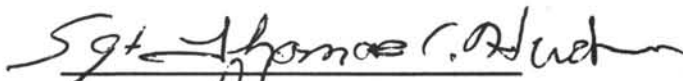
3-11-97

Dated

FOR THE UNION:



P.C.L.C.





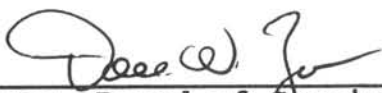


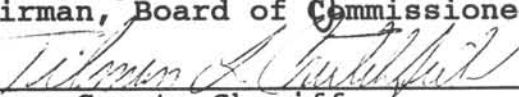
LETTER OF UNDERSTANDING

The County of Monroe, hereinafter referred to as "Employer", the Police Officers Labor Council, and the Monroe County Sheriff's Department Command Officers Association, hereinafter referred to as "Union" hereby agree to the following:

1. The Employer and the Union have entered into a collective bargaining agreement that defines their relative Employer - Employee relationship, to which this Letter of Understanding is attached.
2. In the negotiations that led to such collective bargaining agreement, an issue was discussed by the parties concerning the tax consequences of monies contributed into the retirement system by the employees of the Union.
3. While the parties believe that such monies as contributed into the retirement system by the employees of the Union are not subject to income tax obligation when they are withdrawn by such employees, there is a question as to the actual legal status of such monies. (The parties believe that such monies are taxed when they are earned and thus only the interest or other profit made on such investment would be subject to tax at the time of withdrawal.)
4. The parties hereby agree to fully cooperate with each other and with the Monroe County Pension Board of Trustees to take any actions as legally permitted to assure that the tax consequences of such employee contributions at the time of withdrawal are minimized to the full extent of the law. The parties further agree that any actions as required by the County of Monroe or the Monroe County Board of Trustees shall not result in additional costs to the employer or to the Monroe County Retirement System.

FOR THE EMPLOYER:




Chairman, Board of Commissioners


Monroe County Sheriff

3-11-97

Dated

FOR THE UNION:



P.O.L.C.
