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12/31/2004



AGREEMENT BETWEEN THE  
**COUNTY OF MONROE**

THE  
**MONROE COUNTY SHERIFF**

AND THE  
**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**  
(CORRECTIONAL SUPERVISORS)

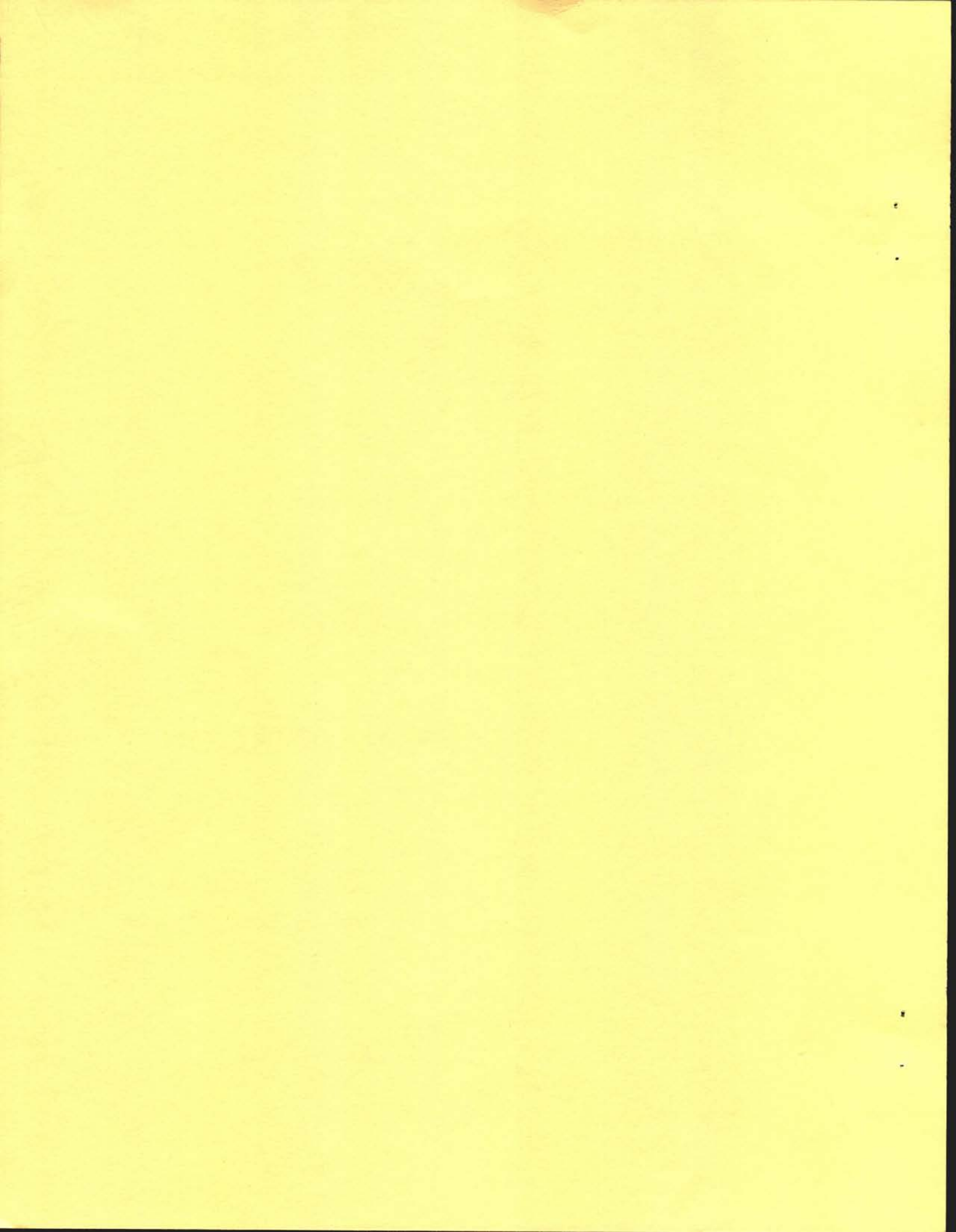
*Monroe County*

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## AGREEMENT

This AGREEMENT entered into the 24th of October 2000 by and between the COUNTY OF MONROE and the SHERIFF OF MONRE COUNTY (hereinafter collectively referred to as the "Employer"), and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, ("Union").

### PURPOSE AND INTENT

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

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 Employer's success in establishing and maintaining a proper and uninterrupted service to the community.

The parties mutually recognize and assume the responsibility of ensuring that any disputes arising between the Union and the Employer be adjusted and settled in an orderly manner without an interruption of service to the public.

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

### ARTICLE 1 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 Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for all regular full-time Corrections Officers Supervisors, excluding all Corrections Officers and all other employees of the Employer.

#### Section 1.2. Definitions.

- (a) Full-time Employee: A full-time employee shall be defined as an employee who works a normal workweek of at least forty (40) hours.
- (b) Temporary Employee: A temporary employee shall be defined as an employee who is employed by the Employer for a period of limited duration. Temporary employees shall not be permitted to work beyond ninety (90) calendar days in any six (6) month period unless that temporary employee is replacing a regular employee who is on an

approved leave. A temporary employee is not subject to the terms of this Agreement.

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

## ARTICLE 2 UNION MEMBERSHIP

Section 2.1. Membership Dues or Service Fees. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit shall become members of the Union and pay dues as herein provided or shall pay service fees in an amount not to exceed the dues uniformly required for membership (or as otherwise provided by applicable state or federal law), on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the bargaining unit, whichever is later; and shall continue such membership or pay such service fees as a condition of continued employment.

### Section 2.2. Check Off.

(a) Employees may have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Union and the Employer).

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the above referenced Union membership dues or service fees from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Union shall submit to the County of Monroe's Human Resources Office written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

(c) A properly executed copy of such Authorization Form for each employee for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered by the Union to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form, which is incomplete or in error will be returned to the Union by the Employer.

(d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which a

deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.

(e) In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of applicable state or federal law, refunds to the employee will be made by the Union.

(f) All sums deducted by the Employer shall be remitted to the Union once each month within fifteen (15) calendar days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues or service fees have been deducted, the amount deducted from each pay of each employee and any employees who have terminated their Check-off Authorization during the previous month. Employees may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.

(g) The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

### Section 2.3. Failure to Comply.

(a) An employee in the Bargaining Unit who fails to tender to the Union either membership dues, or in the alternative, service fees as above provided, shall be terminated by the Employer, provided the following stipulations are adhered to:

1. The Union shall notify the employee by certified or registered mail explaining that he is delinquent in not tendering required membership dues or service fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.
2. The Union shall give a copy of the letter sent to the employee and the following written notice to the Employer at the end of the thirty (30) day period set forth in Section (a), above.

The Union certifies that (Name) has failed to tender either membership dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee. The Union shall at the same time, give a copy of such notice to the employee.

(b) Upon receipt of such notice the Employer shall communicate the Union's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Union within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or he shall be terminated.

Section 2.4. Save Harmless. The Union shall hold harmless and indemnify the Employer from any and all claims, demands, suits and any and all other forms of liability that shall arise out of or by reason of an action taken or not taken by the Employer for the purpose of complying with this Article.

### ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1. Management Rights. The Union recognizes that the management of the Employer's operations is solely a responsibility of the Employer. However, this Agreement derives its statutory basis from the Michigan Public Employment Relations Act, Act #379, Public Acts of 1965, shall be pursuant thereof; and shall supersede any prior law, ordinance, rule or regulation to the contrary.

Included in the rights of the Employer, 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.

Section 3.2. In addition to all such rights conferred by law, the Employer reserves the right to manage its affairs efficiently and economically, including, but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of equipment and materials, the 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.

### ARTICLE 4 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in



the bargaining unit without discrimination on the basis of age, sex, marital status, race, color, height, weight, handicap, religion, national origin, political affiliation or sexual orientation, except as otherwise provided by state or federal law. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and that there shall be no unlawful discrimination, interference, restraint, or coercion by the Employer or any employer representative against any employee because of Union or political membership or because of any activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

## ARTICLE 5 REPRESENTATION

Section 5.1. Bargaining Committee. The employee shall be represented by a bargaining committee of two (2) members, who shall be elected in any manner determined by the employees. All members of the bargaining committee shall be seniority employees. 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 Union and the Employer may each have such outside representatives as they may choose present in connection with meetings between them and the bargaining committee.

Section 5.2. Stewards. The members of the bargaining committee shall also serve as Stewards for the purpose of administering this Agreement in accordance with the grievance procedure established herein. The bargaining committee may designate alternates to act as Stewards on shifts or in areas where no regular Steward is scheduled or available.

Section 5.3. Steward's Authority. The authority of a Steward and alternates, so designated by the Union, 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.

Section 5.4. Steward's Grievance Investigation. Stewards, during working hours, without loss of time or pay, may, in accordance with the terms of this Section, investigate legitimate grievances in accordance with the grievance procedure set forth in this Agreement and present such grievances in the manner provided herein. An employee who wishes to discuss a grievance with his Steward shall notify his supervisor and the supervisor shall notify the Steward's supervisor that his presence is required. The Steward shall not leave his assigned work until his supervisor has notified him 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 Employer will make available his steward, or alternate, before requiring the employee to leave the premises, provided such Steward is on duty and available.

Section 5.5. Designation of Representatives. Promptly following the effective date of this Agreement, the Union and the Employer 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 6 GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be deemed to exist only when there develops a disagreement between the Employer and one or more of the employees represented by the Union as to the interpretation, application or alleged violation of specific provisions of this Agreement. 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) workdays of its occurrence.

Section 6.2. Settlement of Grievances. All grievances shall be settled in accordance with the grievance procedure set forth below:

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

Step 2. The written grievance shall be discussed between the grievant and the Jail Administrator within ten (10) workdays of the Jail Administrator's receipt of the grievance. The grievant's Steward shall be present during such meeting. The Jail Administrator shall give his written decision on the grievance within the next ten (10) workdays following this Step 2 discussion.

Step 3. In the event the grievance is not satisfactorily settled in Step 2, either party may request that the grievance be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the provisions of Section 6.3 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 Jail Administrator and the Human Resources Director within ten (10) work days after the date of the Step 2 answer. If such request for binding arbitration is not made within such ten (10) workday period, the grievance will be considered closed on the basis of the Step 2 answer.

Section 6.3. Arbitration Procedure. In the event that the arbitration provided in Step 3 of the grievance procedure is used, such arbitration shall be conducted in accordance with the procedure set forth below.

(a) The arbitrator shall be selected in accordance with the following procedure:

1. 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.
2. 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 American Arbitration Association for a list of arbitrators and the arbitrator shall be selected in accordance with the rules of the American Arbitration Association in effect as of the time of such request.

(b) After selection of the arbitrator, whether by mutual agreement or through the use of the American Arbitration Association, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association relating to the arbitration of grievances.

(c) The arbitrator's fees and expenses shall be *SHARED EQUALLY BY THE PARTIES*. Each party shall be responsible for their own expenses, if any, in connection with the arbitration proceedings.

(d) 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) The arbitrator's decision shall be final and binding on the Employer, the Union and any employee or employees involved, and cannot be changed by any individual.

(f) The entire grievance procedure shall be subject to the following limitations:

1. In the event a grievance is not appealed or processed from a decision in any of the Steps in the Grievance Procedure to the next step in the

Grievance Procedure within the time limits set forth in said step, it shall be considered settled on the basis of the last written decision on the grievance. If the grievance is not answered by the Employer within the time limits, the grievance shall be automatically forwarded to the next step of the grievance procedure.

2. The time limits at any level of the grievance procedure may be extended by mutual agreement of the parties set forth in writing.
3. 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 suspension and paid the same rate of pay, unless otherwise directed by the arbitrator.
4. 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. The Employer will be allowed a set-off for all other sources of income, including, but not limited to, unemployment compensation, etc.
5. Special meetings to discuss areas of mutual concern and/or possibly dispose of emergency problems or grievances may be held whenever mutually agreed.
6. As used in the grievance procedure, "workday" means Monday, Tuesday, Wednesday, Thursday or Friday, but excluding any such day if it is one of the holidays listed in Article 15.

Section 6.4. Grievance Settlements. Neither the Employer nor the Union, or any of their 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 their designated representatives. Any grievance settlement reached contrary to the provisions of this Agreement shall be null and void and shall be returned to the point in the grievance procedure where such improper settlement was made for the purpose of processing the grievance through the grievance procedure in the proper manner.

## ARTICLE 7 RIGHTS AND RESPONSIBILITIES

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

- a) As used in this act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance

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

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

Section 7.2. 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 7.1 above, the Union 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 Employer, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

Section 7.3. The Employer 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 7.1 above, which disciplinary action may include any form of discipline up to and including discharge.

Section 7.4. No Lockout. The Employer agrees that it will not lock out any employees in the bargaining unit during the term of this Agreement.

Section 7.5. Extra Contract Agreements. The Employer and the Union 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.

Section 7.6. Rules and Regulations. The Union recognizes the right of the Employer 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 operations and to require compliance therewith by the employees. The Employer may also make rules and regulations in accordance with its statutory authority. The Union reserves the right to question the reasonableness of the rules or regulations

through the grievance procedure and through the arbitration procedure hereinafter provided.

## ARTICLE 8 DISCIPLINE AND DISCHARGE

Section 8.1. The Employer may from time to time make, modify and enforce policies, rules and regulations relating to the maintenance of order, safety and discipline among its employees, together with disciplinary penalties for their enforcement. Such policies, rules and regulations are hereby incorporated by reference and shall be effective when published or posted by the Employer. All employees shall observe the Employer's policies, rules and regulations.

Section 8.2. Any employee who violates a 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 6 of this Agreement. When discipline is imposed upon an employee, he will be given a written statement by the Employer setting forth the extent of the imposed discipline, and the reasons why such discipline is being imposed, including the policy, rule or regulation or provision of this Agreement the employee has violated. Any employee who is discharged from his employment with the Department may immediately file a grievance starting at Step 3 of Section 6.2 of Article 6 herein. The parties agree to do everything possible to expedite the processing and arbitration of such grievances involving the discharge of an employee.

Section 8.3. In imposing disciplinary action, the Employer will not consider a prior disciplinary action or record of a prior violation of the Employer's policies, rules and regulations that occurred more than two (2) years prior to the incident for which disciplinary action is to be taken. While the Employer need not destroy and/or remove evidence of prior disciplinary action from the employees' personnel record after a period of two (2) years, the Employer shall not and will not be able to rely upon those prior actions in imposing discipline upon an employee for a current incident or matter. Counseling notices are for the purpose of documenting, in writing, that an employee has had a discussion with his superior in regards to his work performance. Every discussion an employee may have with his superior will not necessarily result in a written counseling notice.

## ARTICLE 9 SENIORITY

Section 9.1. Definition of Seniority. All newly hired employees shall have a probationary period of one (1) year. Upon completion of one (1) year's service the employee shall be placed upon the seniority list as of his last date of hire in the bargaining unit. Employees who terminate their employment with the Employer and are subsequently rehired shall be treated in all respects as a new hire as of the date of rehire

and shall not be entitled to any credit for seniority purposes or benefits of any kind based upon prior service with the Employer.

A probationary employee may be laid off or terminated, without regard to any provisions of this Agreement and without recourse to the grievance procedure.

Any new employee with more than six (6) months, but less than one (1) year of employment, who is given a disciplinary suspension or discharge, may grieve his disciplinary suspension or discharge up to and including arbitration, provided, however, the scope of the arbitrator's authority in an arbitration of a disciplinary suspension or discharge of new employee, shall be confined and restricted to the following determination: Was the basis of the Employer's decision to discipline, suspend, and/or discharge the employee arbitrary, capricious, or done in bad faith or for discriminatory purposes. An arbitrator shall only have the authority to rescind a disciplinary suspension and/or discharge if it is established that the Employer's actions were based upon arbitrary, capricious, discriminatory, or bad faith reasons or motives.

Employees hired on the same day shall have their seniority computed according to the last four (4) digits of the employee(s) social security number, with the lowest number ranking first.

Section 9.2. Seniority Lists. The Employer shall prepare a seniority list of employees, in order of seniority.

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

Section 9.3. Termination of Seniority. An employee shall have his seniority rights and his employment terminated if:

- (a) the employee quits;
- (b) the employee retires or is retired;
- (c) the employee is discharged for just cause;
- (d) the employee is absent for three (3) consecutive work days without notifying the Employer, unless he was physically unable to give such notice or to have someone to give such notice on his behalf or due to other emergency circumstances;

- (e) the employee is absent for three (3) consecutive working days without a reason satisfactory to the Employer for such absence;
- (f) the employee falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence;
- (g) the employee fails to report for work upon termination of any leave of absence;
- (h) the employee fails to report for work from a layoff after being notified to report to work;
- (i) the employee is laid off for a period of twenty-four (24) consecutive months;
- (j) the employee works for another Employer while on any leave of absence, unless such employment is mutually agreed to in advance.

Section 9.4. Preferred Seniority. Stewards elected pursuant to the terms of this Agreement shall head the seniority list for their job classifications for the purposes of recall and layoff only during their terms as Steward and shall not be laid off while any work is available in 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.

Section 9.5. Transfer Out of the Unit. Any employee who is transferred out of this bargaining unit into another position within the Correctional Division of the Sheriff's Department shall retain his seniority within the job classification held at the time of such promotion. In the event he is laid off from the position outside the unit, he may exercise his seniority to return to the bargaining unit.

An employee awarded a transfer or promotion to another position outside the Corrections Division, but within the Sheriff's Department, may elect to return to his former position and rate of pay during the probationary period of the new position.

Employees transferring outside of the Sheriff's Department, shall not be entitled to prior service credit for seniority purposes, except with respect to vacations, longevity and retirement.

## ARTICLE 10 LAYOFF AND RECALL

Section 10.1. When it is necessary to make a reduction of the number of employees the following procedure shall be used in making such reduction:

- a) Temporary employees shall be laid off first, in any order.
- b) Probationary employees shall be laid off next, in any order.



If additional layoffs are required, seniority employees shall be laid off in order of their seniority, least senior first.

Recalls from layoff shall be in order of seniority, most senior first. Recalls from layoff shall be made by written notice sent by certified mail to the employee's last address of record. All employees are required to notify the Employer of their proper post office address or change of address. The Employer shall be entitled to rely upon the address shown upon its record for all purposes. If an employee fails to report for work within ten (10) workdays from the date of delivery of notice of recall, he shall be considered a quit.

## ARTICLE 11 TEMPORARY TRANSFERS

### Section 11.1. Pay Adjustments for Transfers, Promotions and Reclassifications

(a) If an employee is transferred or promoted to a position in a higher pay grade, or is in a position that is reclassified to a higher pay grade, his base pay shall be increased to the rate specified for that step and grade of the new classification as provided in Appendix A which will result in a base wage increase as close as possible to, but not less than, \$0.10 above the base rate he was last paid in his former position.

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

(c) If an employee is voluntarily transferred or demoted to a position in a lower pay grade his base pay shall be decreased to the rate specified for that step of the salary schedule in such lower graded classification as provided in Appendix A which corresponds to the step on which he was placed at the time of his transfer or reclassification, and his base rate reduced accordingly.

Section 11.2. Temporary Transfer. Employees covered by this Agreement may be temporarily transferred by the Employer to fill vacancies in other job classifications outside the bargaining unit in order to meet the Employer's obligation in connection with the operation of the Sheriff's Department. The employees to be temporarily transferred shall be determined by the Employer and shall not acquire any seniority in the job classification to which they are assigned during the period of temporary transfer. If the period of temporary transfer is less than seven (7) 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 seven (7) continuous calendar days, the transferred employee shall receive the start rate for the job classification to which he is transferred or the rate specified for that step of the classification to which the employee is transferred which provides the employee an increase as close as possible but not less than \$0.10 above the base rate he was last paid in his former position, whichever is higher.

If at the time the Employer receives notice of a temporary vacancy and it is initially expected to be for a period of less than thirty (30) days, the position being filled need not be posted. Extensions are also not required to be posted.

If at the time the Employer receives notice of a temporary vacancy and it is initially expected to be for a period of more than thirty (30) days, the position being filled will be posted and filled on a temporary basis utilizing the procedure set forth in Article 12, Vacancies, Section 12.1.

Experience acquired in a temporary position that has not been posted shall not be considered in the filling of a permanent job vacancy.

## ARTICLE 12 NEW JOB CLASSIFICATIONS

Section 12.1. New Job Classifications. If a new job classification is created by the Employer during the term of this Agreement resulting from new equipment or a significant change in the methods of operation, the Employer shall establish a temporary rate for that job classification and shall notify the Union of the establishment of the new job classification and the temporary rate. After ten (10) days, the temporary rate shall become the permanent rate of pay for the new job classification for the balance of the term of this agreement. If no agreement has been reached within sixty (60) calendar days after the first meeting between the Union and the Employer on the rate of pay for such new job classification, the matter may be referred to Step 2 of the grievance procedure. If the grievance is referred to an Arbitrator, he or she shall use as the basis for his or her decision, the qualifications, degree of complexity, responsibility, effort and skill associated with the new or revised job classification as compared to other job classifications in the bargaining unit.

## ARTICLE 13 COMPENSATION

Section 13.1. Pay Periods. Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 13.2. Base Wages. All employees in the bargaining unit who are on the Employer's payroll as of the date that this Agreement is ratified by both parties, shall receive a 3% base wage adjustment retroactive from January 1, 2000 through June 30, 2000. Effective July 1, 2000 the Rye Study will be implemented as follows.

All employees in the bargaining unit who are on the Employer's payroll as of the date that this Agreement is ratified by both parties and who have been promoted within the last three years, shall be placed at that step of the July 1, 2000 Appendix A Wage

Schedule which corresponds to their assigned job classification and pay grade and results in a base wage increase as close as possible to, but not less than, \$0.20 above the base wage the employee currently earns, not to exceed the maximum of the pay grade. All other employees in the bargaining unit who are on the Employer's payroll as of the date this Agreement is ratified by both parties, shall be placed at that step of the July 1, 2000 Appendix A Wage Schedule which corresponds to their assigned job classification, pay grade and number of years of service with the Employer, not to exceed the maximum of the pay grade. In any circumstance in which the foregoing placement will result in the employee receiving a wage rate less than his current wage rate the employee shall be placed at the next higher step which will result in a base wage increase. New hires shall be placed at Step One (the minimum rate) of the Wage Schedule. After one (1) year of service at Step One, the employee shall advance to Step Two. Each employee shall thereafter advance to each successive step after twelve months service at each such step until he reaches the maximum step of the Wage Schedule for his classification and pay grade.

The pay grades and base wage rates for each classification covered under this Agreement as of January 1, 2001, January 1, 2002, January 1, 2003, and January 1, 2004, respectively, are set forth in Appendix A.

#### Section 13.3. Longevity Pay Plan.

This Article shall not cover employees who are hired after December 12, 1989. The Employer agrees to make longevity payments for continuous service with the Employer to all employees hired on or before December 12, 1989, who meet each of the following eligibility requirements:

- (a) Longevity pay adjustments are to be based upon continuous service with the Employer determined as of December 1, of each calendar year;
- (b) Employees with less than five (5) years of continuous service with the Employer 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 Employer as of December 1, of any calendar year shall receive longevity pay of \$125.00, plus and 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 Employer 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.

ARTICLE 14  
HOURS OF WORK AND OVERTIME

Section 14.1. Work Period. The normal work day for employees covered by this Agreement shall be eight (8) or ten (10) hours per day. Employees shall normally be scheduled for forty (40) hours per week over seven (7) days, for a total of 2,080 hours per year.

Section 14.2. Work Shift and Schedules.

- A. All employees covered by this Agreement shall have rotating days off and long weekends, with the exception of those employees who are assigned to work the Monday through Friday schedule. The Employer shall have the right to establish work shifts and schedules and to assign personnel as required and necessary to fulfill the duties and obligations of each facility in the Sheriff's Department. The Employer shall publish a schedule of regular work shifts in accordance with Section 14.1 (D) herein. Schedule changes, which cannot be met because of bona fide emergencies, may be made by the Employer without notice in order to meet conditions existing at any given time.
- B. Employees will be permitted to exchange days off, and/or shifts, provided such exchanges are on a voluntary basis, do not interfere or conflict with the Employer's normal operations, are between personnel with similar positions and assignments, and maintains gender requirements. All such exchanges shall be subject to the prior approval of the Employer or his authorized representative.
- C. Probationary employees shall be assigned at the discretion of the Employer. On January 1st of each year the Employer will post all shift selections covering non-probationary employees of the bargaining unit. All non-probationary employees shall make application for the shift of their preference prior to January 12<sup>th</sup> of each year. All non-probationary employees who fail to make application pursuant to such posting will be assigned a shift by the Employer and shall have no ability to contest such assignment. On March 1st of each year, the Employer shall post the shift assignments, which will become effective at the beginning of the first full pay period subsequent to March 1st of each year. The Employer shall assign non-probationary employees based upon their classification seniority, to the extent that it will not unduly hinder the operation, control, and effectiveness, gender requirements and efficiency of the particular involved shift. The Employer shall have the right to ensure that at least two (2) employees of each gender are assigned to each shift.

- D. In the event a non-probationary employee feels that he has been improperly denied a shift request, he may file a grievance in accordance with Article 6 of this Agreement. However, an arbitrator shall not change the Employer's determination of shift selections pursuant to the provisions of this section unless such arbitrator finds that the Employer's determination was made in an arbitrary, capricious or discriminatory manner, or made for no reason at all. The Employer or his designee shall make every reasonable effort to assign non-probationary employees to the shift selection of their preference.
- F. In the event the Employer 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 Employer agrees to meet with representatives of the Union, upon request, for the purpose of discussing and reviewing any problems which may result from such change.

Section 14.3. Employee Attendance. Employees shall be regular in their attendance and observe their scheduled working hours established by the Employer. The Employer may install a time clock system or other time recording device for the purpose of documenting employee attendance. Arrangements for time off must be made with the employee's supervisor in advance and in accordance with the provisions under which time off is to be taken. If, for legitimate reason, an employee is unable to report for work at his scheduled starting time, the Employer or his designee must be notified prior to the starting time, unless it is physically impossible for the employee to do so. Failure to do so may result in disciplinary action.

Section 14.4. Overtime. Employees shall not work more than the normal workday or normal workweek without prior approval of the Employer. Except as provided below, all overtime assignments shall be at the discretion of the Employer.

Employees shall be paid at the rate of time and one half (1 1/2) at his regularly hourly rate of pay for all hours worked in excess of the employee's regular daily shift or forty (40) in the work week.

Employees covered by this Agreement who are entitled to overtime compensation under the terms of this Agreement, shall receive such payment as part of the employee's pay received on the first pay day following completion of the work period in which the overtime compensation was earned. For the purposes of computing the payment of overtime 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 14.5. Emergency Overtime/Short Term. The Employer shall make a good faith effort to offer overtime by seniority to employees in the affected classification and facility.

If there are no volunteers, the overtime can be offered to other eligible bargaining unit members.

If there are still no volunteers, a unit member of the affected classification and facility will be ordered to work by reverse seniority. A unit member will not be ordered to work more than twice in a seven (7) day period.

Section 14.6. Scheduled Overtime/Long Term. If sufficient time allows, overtime will be posted in each facility. The affected unit members will be allowed to sign up and be awarded overtime by seniority and facility. The Employer shall attempt to limit the number of slots an employee can sign up for to allow all employees in the facility a fair share of the posted overtime.

If there are no volunteers, the overtime can be offered to other eligible bargaining unit members.

If there are still no volunteers, a unit member of the affected classification and facility will be ordered to work by reverse seniority. A unit member will not be ordered to work more than twice in a seven (7) day period.

Section 14.7. Court Time. When an employee 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 employees in criminal courts in Detroit, Ann Arbor and Toledo. In the event any employee receives a subpoena fee for such court appearance, he shall promptly remit such fee to the Employer. In the event an employee 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 Employer shall advise such employee prior to leaving as to the amount of the reasonable travel and business time. An employee 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 14.8. Shift premium. A shift premium shall be given to all employees covered by this agreement in the amount of \$0.20/hour for all employees working the midnight shift and \$0.25/hour for all employees working the afternoon shift.

Section 14.9. In-Service Training. Employees who are required to attend in-service training programs during off-duty hours, will be paid for the actual time spent in the training program and shall be compensated in accordance with the overtime provision. The Employer shall determine the amount of in-service training.

Section 14.91. 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. Only the Employer or his designated representative shall authorize such call-ins or callbacks.

## ARTICLE 15 HOLIDAYS

Section 15.1. Full-time employees who meet all of the eligibility requirements set forth below shall be eligible for holiday pay for the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday (4 hours)  
Easter Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day  
Christmas Eve  
New Year's Eve

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

- (a) The employee must work the last scheduled workday before and the next scheduled workday 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.

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.

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

With the exception of Christmas Eve, Christmas, New Year's Eve and New Year's Day, if any of the designated holidays fall on Saturday or Sunday and the preceding or following day is not observed as the holiday by the Employer, there shall be no additional pay for such day, but if the Employer designates a scheduled workday as the day of observance of one of the designated holidays in lieu of the holiday, such designated day shall be treated as the holiday for the purpose of this Article.

Notwithstanding any other provision of this Agreement, the Employer shall have the absolute right to determine the number of employees for each job classification who will be required to work on a holiday.

The Employer will request, in writing, from each employee, by March 12th of each year, a list of Holidays for the upcoming year in which the employee wishes to work in each facility. The Employer will fill the holiday work assignments by choosing from the employees who sign up for the scheduled holidays in accordance with the employee's classification seniority starting with the employee with the highest seniority. The Holiday "selections" by each employee shall be final and will not be changed except for good cause. If an insufficient number of employees sign up for the scheduled holidays, the Employer will fill the holiday assignments in accordance with the employee's classification seniority, starting with the employee with the lowest seniority in each facility in which such employees are regularly assigned.

## ARTICLE 16 VACATIONS

Section 16.1. Each full-time employee who has been employed six (6) \*qualified calendar months are eligible for five (5) working days vacation. Thereafter, each full-time employee with 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 Time</u>
7 qual.cal.mo.	18 qual.cal.mo.	5.5 hrs. per mo.
19 qual.cal.mo.	60 qual.cal.mo.	7.0 hrs. per mo.
61 qual.cal.mo.	84 qual.cal.mo.	8.5 hrs. per mo.
85 qual.cal.mo.	144 qual.cal.mo.	10.0 hrs. per mo.
145 qual.cal.mo.	180 qual.cal.mo.	12.0 hrs. per mo.



181 qual.cal.mo.      240 qual.cal.mo.  
241 qual.cal.mo - over

13.5 hrs. per mo.  
17.0 hrs. per mo.

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

Vacations can only be carried forward one (1) calendar year. Any vacation not taken within a two-year period will be forfeited, except as otherwise approved in writing by the Employer.

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

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 preceding such termination, but not taken as of the date of termination, will be paid as part of his wages.

## ARTICLE 17 LEAVES OF ABSENCE

Section 17.1. 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 17.2. Union Leave. The Employer will grant a leave of absence for a period not to exceed five (5) calendar days in any calendar year to an employee elected by the Union to attend a labor convention or educational conference. A four (4) week advance notice in writing may be required for any such leave. Not more than two (2) employees shall be entitled to a leave under this Section at any one time. Such leave shall be without pay.

Section 17.3. Bereavement Leave. An employee will be granted bereavement leave without loss of pay for three (3) scheduled workdays, to permit the employee to attend the funeral of any member of his immediate family. The employee will not be

compensated under this Section if he does not attend the funeral. 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, stepchildren and grandchildren. An employee will be granted one day of funeral leave without loss of pay on the day of the funeral if it is a scheduled work day and the employee attends the funeral of an aunt, uncle, brother-in-law, or sister-in-law. The Employer may require reasonable proof of such attendance. Employees will be allowed to use additional personal or vacation days to attend a funeral of a member of his immediate family if the funeral is in excess of 300 miles from Monroe. The total combined period of funeral leave shall not exceed a total of five (5) days.

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 this Section. To the extent that an employee takes funeral leave during a scheduled vacation, the vacation time lost shall be rescheduled at a later date.

Section 17.4. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) if he has been employed for at least twelve (12) months and works at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

Upon request, an eligible employee will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

- (a) for the birth of a son or daughter of the employee and to care for such child.
- (b) for the placement of a child with the employee for adoption or foster care.
- (c) to care for a spouse, child or parent of the employee if the former has a serious health condition, or
- (d) because of a serious health condition of the employee which renders him unable to perform the functions of his position.

NOTE: An employee who is disabled as a result of an injury which is compensable under Article 18, Section 18.5. Disability Benefits, of this Agreement shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. The employee's compensation and benefits during said leave shall be as provided under said Article 18, Section 18.5. Disability Benefits.

The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefit during the period of the leave, or to any other right, benefit or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an FMLA leave.

Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced. If the employee's position was eliminated during the period of the FMLA leave, the employee shall be placed in the position to which he would have otherwise been entitled had he been working at the time of the position's elimination.

The Employer shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the continuation, recovery, or onset of a serious health condition entitling the employees to leave under subparagraphs (c) or (d) above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under subparagraph (d) above is extended beyond twelve (12) weeks, the employee shall pay the full premium cost for maintaining coverage under any group health plan during the period of such extended leave.

If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, or because of a serious health condition of an employee which renders him unable to perform the functions of his position, the employee must utilize accrued paid time off. Upon exhaustion of all previous years vacation and current personal leave days, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12th) month following the date of birth or placement is entitled to only four (4) workweeks of unpaid leave.

Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or

for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for his child, spouse or parent residing in the employee's household who is suffering from a serious health condition.

An eligible employee who foresees that he will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the Employer, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for his spouse, child or parent should notify the Employer, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.

If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that the employee is needed for such care.

A leave taken under subparagraphs (a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under subparagraph (c) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

An employee on an approved FMLA leave must keep the Employer informed regarding his status and intent to return to work upon conclusion of the leave.

In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under subparagraphs (c) or (d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that any of the foregoing provisions provide less benefits than those provided by the Act, the provisions of the Act shall control.

Section 17.5. Employees on approved leaves will accumulate seniority except as specifically stated otherwise in this Agreement.

Section 17.6. Personal Leave Days. Effective 1/01/2001, regular full-time seniority employees who have completed one (1) year of service shall be entitled to five (5) personal days off, with pay, each calendar year. (Employees who have completed one (1) year of service after January 1 shall receive prorated personal days during the first year of eligibility.) Such days cannot be carried over from one year to the next. Any unused personal days shall be forfeited.

Except in cases of emergency precluding notification, an employee will notify the Employer at least 72 hours prior to the day the employee wishes to take as a personal leave day. The Employer shall only be obligated to allow one employee per shift off on a personal leave day at any one time. If two or more employees make request for the same personal leave day, the employee whose request was first received by the Employer shall be granted the personal leave day. If the Employer receives two or more requests within the same calendar day, the employee with the most classification seniority will be granted the personal leave day. If an employee is denied a personal leave day request and the employee feels that such request has been improperly denied, the employee, if the grievance procedure as defined in Article 6 of this Agreement would not operate quickly enough to address such concern, may in addition to filing a grievance, immediately make such request in person to the Employer to reconsider such denial. Personal leave days shall not accumulate from one yearly period to another. Prior to November 1<sup>st</sup> of each year an employee may request payment at his normal base rate of pay of up to a maximum of twelve (12) hours of his unused personal leave time. Such requests shall be in writing.

Section 17.7. Workers' Compensation Leave. An employee disabled due to a work related injury which is compensable under the Michigan Workers' Compensation Act shall be granted a workers' compensation leave of absence for a period of such disability or two years, whichever is less, and shall be entitled to receive the applicable workers' compensation benefits required by law. Medical and life insurance will also be continued for the duration of the period of disability or two years, whichever is less. Holidays, sick pay and other employee benefits shall not accumulate or be paid during such compensation leave, except that an employee may use sick days for the first seven (7) non-compensated days of absence but shall be repaid such sums if the absence exceeds fourteen (14) days. Seniority shall continue to accrue during such leave.

Section 17.8. Jury Duty Leave. If an employee is summoned and reports for jury duty, such employee shall be paid the difference between the jury duty fee received for such jury service and the employee's then current wage which he would have received if he had worked for all time actually lost. Time spent on jury duty shall be considered as time worked for purposes of this Agreement and an employee's benefits status shall not be interrupted by reason of such jury leave.

ARTICLE 18  
INSURANCE

Section 18.1. Health Care Benefits.

(a) The Employer agrees to provide each regular, full-time employee (and his eligible dependents<sup>1</sup>), who was hired prior to November 1, 2000, coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield Traditional Plan (PSG-1, hospital, medical, surgical benefits with Master Medical Option - 5 (\$150/\$300; 80/20%), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred Rx \$10 co-pay generic mandate (mail order drugs at 50% of co-pay);
- 2) the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10 co-pay generic mandate;
- 3) the Blue Care Network of Michigan (BCN-1) Plan with preferred Rx \$2 co-pay generic mandate;
- 4) the Paramount Health Care of Michigan (PHC-1) Plan with preferred Rx \$2 co-pay generic mandate;
- 5) or other plans designated by the Employer which provide equal or better coverage.

All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment.

Employees who select the Blue Cross/Blue Shield Traditional Plan shall pay the difference between the illustrated premium cost of said Traditional Plan and the illustrated premium cost of the lowest cost HMO plan.\* (\*Employees who select the Blue Cross/Blue Traditional Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the traditional plan and the lowest cost HMO Plan.)

(b) The Employer agrees to provide each regular, full-time employee (and his eligible dependents<sup>1</sup>), who was hired on or after November 1, 2000, coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10.00 co-pay generic mandate;
- 2) the Blue Care Network of Michigan (BCN-1) Plan with preferred Rx \$2 co-pay generic mandate;
- 3) the Paramount Health Care of Michigan (PHC-1) Plan with preferred Rx \$2 co-pay generic mandate;
- 4) or other plans designated by this Employer which provide equal or better coverage.

All coverage under any of the following plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. Coverage shall commence on the employee's ninetieth (90<sup>th</sup>) day of continuous employment.

Employees who select the Blue Cross-Blue Shield of Michigan Community Blue PPO Option-1 Plan shall pay the difference between the illustrated premium cost of said PPO plan and the illustrated premium cost of the lowest cost HMO plan.\* (\*Employees who select the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the PPO plan and the lowest cost HMO Plan.)

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

(d) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article 17, Leaves of Absence, Section 17.4, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

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

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

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

(h) To be eligible for health care benefits as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

#### Section 18.2. Voluntary Withdrawal from Health Care Plan.

(a) Any employee who can secure health care benefits from another source and desires to withdraw from the Employer's Health Care Benefits Plan may submit a request to so withdraw, in writing, to the County Administrator.

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

(c) An employee who has withdrawn from the Health Care Benefits Plan as provided in this Agreement will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

(d) An employee who has withdrawn from the plan may apply to be reinstated into the plan, provided he demonstrates that he can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator. 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 Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

#### Section 18.3. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time employee (and his eligible dependents<sup>2</sup>) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.



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

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

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

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

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

#### Section 18.4. Vision Care Benefits.

(a) The Employer shall provide each regular, full-time employee (and his eligible dependents<sup>2</sup>) the Blue Cross/Blue Shield of Michigan Vision A-80 Plan, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in its plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

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

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

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

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

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

#### Section 18.5. Term Life and Accidental Death and Dismemberment Benefits.

(a) The Employer shall provide each regular, full-time employee term life insurance and accidental death and dismemberment benefits in the amount of \$25,000.

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

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

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the term life and accidental death and dismemberment benefits herein provided for the period that the employee is on active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human

Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described the employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

(d) An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of not more than two weeks, terminates, retires or is laid off. Upon return from a leave of absence of more than two weeks, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

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

#### Section 18.6. Short/Long Term Disability Benefits.

- A. All non-probationary employees of the bargaining unit are covered by the Employer'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 earnings, with a maximum monthly benefit 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.
- B. An employee will not be eligible for disability benefits unless he is under the care of a physician who certifies, in writing that said employee is disabled from performing his job responsibilities. Such written certification must be provided to the Human Resources Department 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 Employer 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 Employer will attempt to offer such "favored work" within the Sheriff Department, but reserves the right to make such "favored work" offer in any department within the County. Such "favored work" offer may direct the employee to work any scheduled shift and/or job assignment notwithstanding any other provision of this Agreement. Any employee who refuses such "favored work" offer will not be eligible for disability benefits. Any employee performing such "favored work" will be compensated in accordance with the following:

1. For the first 60 calendar days of "favored work" - 90% of salary as defined in Exhibit A of this agreement.
2. For the 61st through 120th calendar day of "favored work" - 85% of salary as defined in Exhibit A of this agreement.
3. For the 121st through 240th calendar day of "favored work" - 80% of salary as defined in Exhibit A of this agreement.
4. For the 241st through 730th calendar day of "favored work" - 67% of salary as defined in Exhibit A of this agreement.

No employee will be eligible for "favored work" beyond 730 calendar days.

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

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 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 behalf notifies the department before he is scheduled to report to work on each day that he will be absent from work, unless it is physically impossible for such report to be made. The Employer 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 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 "sick day bank" under the provisions of previous collective bargaining agreements will keep all such accumulated "sick days" in his "bank". Said employee may, as an alternative to receiving disability benefits under the provisions of this Article, utilize such "sick days". At the exhaustion of said employee's "sick bank", he may 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 Director, at the time of

disability. At the time of the employee's termination of employment or retirement, the employee will receive payment for 50% of all such unused days as accumulated in his "sick day bank". Said payment will be calculated at the hourly rate of the employee at the time of his termination or retirement.

Any employee who receives disability benefits pursuant to this Article will continue to accrue seniority as defined in Article 9 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 shall have his seniority frozen and will receive no further employment benefits beyond such one (1) year period with the specific exception of insurance benefits pursuant to Article 18 of this Agreement and sick and accident benefits under this Article. The employee, if he continues to be disabled, will be eligible to receive disability benefits pursuant to this Article for up to the maximum period of two (2) years. At the end of such two (2) year period, if the employee is unable to return to and perform his regular job responsibilities without limitations or restrictions, said employee will have his seniority terminated and receive no further employment benefits pursuant to this Agreement.

If the Employer so directs, any employee receiving disability benefits pursuant to this Article may be required to apply for other income benefits for which he may be eligible. The Employer'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) Workman'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 Director.

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

No employee will be returned to employment, with the exception of "favored work" as defined herein, after the receipt of disability benefits pursuant to this Article, unless he has provided a physician's certification that he is capable of resuming his job responsibilities

without limitations or restrictions. Such physician's certification must be presented, in writing, to the Human Resources Department.

<sup>1</sup> Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents. Employees who select coverage under the Family Continuation Rider of the Blue Cross/Blue Shield Traditional Plan or Michigan Community Blue PPO Option-1 Plan shall pay on a monthly basis the Family Continuation illustrated premium cost of said continued coverage. Employees who select coverage under the Family Continuation Rider for the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan will not be required to pay the illustrated premium cost of said continued coverage.

<sup>2</sup> Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents.

ARTICLE 19  
DUTY DISABILITY BENEFITS.

A. The Employer agrees to make duty disability payments to employees covered by this Agreement. Duty Disability as the term is used herein is defined as (1) an injury resulting from an assault on an employee in the course of an employee's performance of his assigned job functions, (2) an employee's exposure to an infectious disease in the performance of his assigned job functions, (3) an injury incurred by an employee when faced with an imminently dangerous situation when providing aid and/or assistance to another employee or inmate, or (4) an injury incurred by an employee while attempting to physically restrain an inmate in the performance of the employee's assigned job functions. As provided for by the Michigan's Workers' Compensation Act, such employee shall immediately report any injury to his immediate supervisor and shall take, or waive in writing, first-aid treatment as may be recommended. The immediate supervisor shall report in writing the employee's injury and the first-aid treatment administered, or waiver of such treatment.

B. Disability Benefits for Employees on Restricted/Light Duty

1. Re-assignment Within the County

If it is medically determined that the disabled employee is unable to perform his regular duties as a result of a duty accident, he will be required to perform such other departmental duties or County work outside the department as he is capable of performing within such reasonable medical restrictions as may be determined in light of the nature of the disability. Duties assigned to an employee, pursuant to this provision, may be different than those duties to which the employee would normally be assigned. It is understood that the Employer will make every effort to place the employee in a position within the Sheriff Department before the employee will be assigned to work for Monroe County outside

of the department. In the event there is not an available position within the Sheriff's department to accommodate the employee's reasonable medical restrictions, the Human Resources department will be responsible for re-assigning the employee to an appropriate available position within the County.

2. Medical Examination

The employee's treating physician shall determine any such restrictions on work activities but the Employer may, at its expense, have the employee examined by the Employer's medical advisor for the purpose of determining whether the employee is able to perform any duties within the department and if so, what restrictions are applicable. In the event there is a disagreement between the treating physician and the Employer's medical advisor as to whether the employee 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 selected by the treating physician and the Employer's medical advisor, and such decision of the independent third party physician shall be binding upon the officer, the Union and the Employer. The Employer retains the unlimited right to direct any employee who is assigned to light/restricted duty, to be re-examined at any time by the Employer's medical advisor. Such re-examination will be at the expense of the Employer. Should the determination of the Employer's medical advisor, as to the extent of the restrictions or limitations of such employee, conflict with that of the employee's treating physician, such conflict shall be resolved in accordance with the provisions set forth above.

3. Compensation

- a) Restricted/Light Duty. If, as a result of a duty disability, an employee is assigned to restricted/light duty, the employee shall receive full pay, wages and benefits for the lesser of, (1) the duration of the disability, or (2) until such time as the employee is medically determined to be able to resume full/unrestricted duty. The employee will continue to accrue service credit during the period of restricted/light duty.
- b) Re-Assignment within the County. In the event an eligible employee is required to perform within the Sheriff's Department but outside of his classification, or outside of the Sheriff's Department for the Employer, the eligible employee shall continue to be paid at the regular and normal rate of pay, including wage and salary increases given to his regular classification.

C. Duty Disability Benefits when the employee cannot perform his duties.

In the event of a disability such that the employee cannot continue to perform any duties within the Employer, he shall be entitled to duty disability benefits computed according to the provisions set forth below.

1. Medical Certification

An employee will not be eligible for duty disability benefits unless he is under the care of a physician who certifies to the Employer, in writing, that said employee is completely disabled from performing any duties within the Employer. Such certification must indicate the specific physical restrictions precluding the employee from performing such responsibilities. The Employer retains the unlimited right to direct any employee receiving duty disability benefits, to be re-examined at any time by the Employer's medical advisor. Such re-examination will be at the expense of the Employer. Should the determination of the Employer's medical advisor conflict with that of the employee's treating physician, such conflict shall be resolved by an independent third party physician selected by the treating physician and the Employer's medical advisor. The decision of the independent third party physician shall be final and binding upon the employee, the Union and the Employer. If the employee refuses to submit to a medical re-evaluation, the Employer may suspend payment of duty disability benefits until such time as the employee agrees to the re-examination.

2. Compensation Upon Complete Disability.

The disabled employee's net pay after all applicable deductions shall be determined on a bi-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 bi-weekly wage, which would be the amount the employee would have received for such pay period if he had not been injured. Duty disability checks will be paid on the regular payday.

3. Offset Provision

From the disabled employee's net bi-weekly take-home wage, there shall be deducted bi-weekly workers' disability compensation benefits to which such employee is entitled under the workers' disability compensation laws of the State of Michigan, and the Employer will pay the difference between such bi-weekly workers' compensation benefits and the disabled employee's net bi-weekly take-home pay, as computed above.



4. Benefit Accrual

While on duty disability pursuant to this section, an employee shall receive benefits or benefit accrual as follows:

- a) Seniority. An employee on duty disability hereunder shall accumulate seniority pursuant to Article 9 for the duration of the disability or for a maximum of two (2) years, whichever is less.
- b) Vacation. An employee on duty disability hereunder shall be entitled to receive the vacation accrued to the employee as of the date of injury, to be paid to the employee at the time of his choosing during the balance of the anniversary year in which the injury occurs. If the employee is on duty disability hereunder for less than one year, the employee shall accrue vacation benefits during the period of absence due to duty disability as if he were on duty. Employees on duty disability who return to duty within a one year period from the date of injury, shall be entitled to have vacation credited hereunder on the basis of any step increase in vacation benefits which may occur during such period of absence.
- c) Holidays. Employees receiving duty disability benefits hereunder shall receive no holiday pay.
- d) Longevity Pay. An employee on duty disability shall be credited for all time on duty disability for purposes of longevity pay as if he had been on duty.
- e) Medical, Hospital, and Life Insurance. The Employer will continue the medical, hospital, and life insurance plans for an employee on duty disability for a maximum of two (2) years of absence. If the employee retires or is retired at the end of such two (2) year period, the Employer will provide at its expense the retiree insurance benefits in effect for retirees at the time of such retirement.
- f) Pension. An employee on duty disability will be credited for all time on duty disability for pension credit purposes and shall be subject to deduction from duty disability pay for pension contribution, if any.

D. Duty Disability Retirement

If, during the course of employment, an employee becomes totally and permanently incapacitated, the employee, or the Employer on the employee's behalf, shall be eligible to apply for a duty disability retirement from the Monroe County

Employees' Retirement System, in accordance with and subject to the terms, conditions, limitation and restrictions therein provided.

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

E. Termination of Duty Disability Benefits

Duty Disability benefits shall terminate upon the earlier of:

1. The date the employee returns to full duty and is taken off of duty disability.
2. The date the employee is placed on restricted duty and is paid the amount equal to the employee's regular pay.
3. The date the employee attains the age of sixty-two (62) years and retires.
4. The date the employee reaches one (1) year of absence from work due to duty disability.
5. The date the employee is granted a duty disability retirement.

ARTICLE 20  
RETIREMENT AND RETIREE HEALTH CARE

Section 20.1. Retirement Plan.

A. General. Subject to the terms and conditions herein provided, the Employer agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 50 or older with 25 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire on or after the date this Agreement is ratified by both parties shall be two and one-quarter (2.25%) percent of the employee's final average compensation multiplied by his years of credited service, not to exceed seventy-five percent (75%) of final average compensation. Final average compensation shall be the average of the

compensation paid an individual during the period of thirty-six (36) consecutive months of his credited service producing the highest average compensation contained within the period of 120 months of his credited service immediately preceding the date his employment with the Employer last terminates.

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

Employees contribution to the retirement system shall be three percent (3%) of the first \$7,800 of annual compensation, plus five percent (5%) of the portion in excess of \$7,800.

B. CETA/EEA Time. Employees who were employed by the County under the Comprehensive Employment Training Act (CETA) and/or the Emergency Employment Act (EEA) immediately preceding and continuous with their current employment with the County may purchase CETA/EEA service credit for purposes of retirement under the Monroe County Employees Retirement System, subject to the following terms and conditions:

- 1) An employee shall be entitled to credited service for periods of CETA/EEA service lasting thirty (30) or more days;
- 2) Service credited an employee under this provision shall not exceed five (5) years;
- 3) Credited service shall not be granted for periods which are or could be used for obtaining or increasing a benefit from another federal, state or local publicly supported retirement system.
- 4) The employee purchasing CETA and/or EEA service credit shall pay the Retirement System five percent (5%) of his compensation (as defined by the Retirement System Ordinance) for the 12 month period immediately preceding and including the date of application multiplied by the number of years (or fraction thereof) of credited service being purchased. Payments tendered pursuant to this provision may not be refunded.
- 5) Employees may purchase CETA and/or EEA service credit by lump-sum payment or by payroll deduction in equal bi-weekly installments over a period not exceeding the period of time being purchased.
- 6) All payments toward the purchase of CETA and/or EEA service credit must be completed not later than ninety (90) days preceding the employee's actual retirement.

- 7) Service credit shall not be credited to an employee until the full amount due has been paid to the Retirement System.
- 8) The Board of Trustees of the Monroe County Employees Retirement System shall determine the employee's eligibility and the amount of service eligible for purchase by the employee and shall resolve any disputes with respect to amount of service claimed by the employee.
- 9) Employee applications for CETA and/or EEA credited service shall be submitted to the Human Resource Department on form(s) provided by the Retirement System's Board of Trustees.
- 10) The Human Resources Department shall review the employee's application for completeness, attach available documentation relating to the claimed eligible service, and forward same to the Retirement Board of Trustees.
- 11) All purchases of service credit shall be reported to the Actuary and shall be included in future actuarial reports and determinations.
- 12) Payments made to the Retirement System for the purchase of service credit shall be credited to the reserve for Employer contributions.

Section 20.2. Retiree Health Care Plan.

The Employer shall provide those employees who separate for purposes of retirement on or after November 1, 2000, and who receive benefits under the Monroe County Employees Retirement System Ordinance, the following health care coverage. Except as otherwise provided in subparagraph C. below, such coverage shall be provided to the retiree only.

A. Pre-Age 65: Retirees under the age of 65 who were hired prior to November 1, 2000, may select coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield Traditional Plan (PSG-1, hospital, medical, surgical benefits with Master Medical Option - 5 (\$150/\$300; 80/20%), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred Rx \$10 co-pay generic mandate (mail order drugs at 50% of co-pay);
- 2) the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10 co-pay generic mandate;
- 3) the Blue Care Network of Michigan (BCN-1) Plan; or
- 4) the Paramount Health Care of Michigan (PHC-1) Plan.

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

For those retirees who select the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1, the Blue Care Network of Michigan (BCN-1), or Paramount Health Care of Michigan (PHC-1), the Employer shall pay 100% of health care costs for the retiree only. Retirees who select the Blue Cross/Blue Shield Traditional Plan shall pay the difference between the illustrated premium cost of said Traditional Plan for the retiree only and the illustrated premium cost of the lowest cost HMO plan for the retiree only.\* The Employer shall pay the balance. (\*Retirees who select the Blue Cross/Blue Traditional Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the traditional plan and the lowest cost HMO Plan.)

Retirees under the age of 65, who were hired on or after November 1, 2000, may select coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10.00 co-pay generic mandate;
- 2) the Blue Care Network of Michigan (BCN-1) Plan; or
- 3) the Paramount Health Care of Michigan (PHC-1) Plan.

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

For those retirees who select the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) the Employer shall pay 100% of the health care costs for the retiree only. Retirees who select the Blue Cross-Blue Shield of Michigan Community Blue PPO Option-1 Plan shall pay the difference between the illustrated premium cost of said PPO plan for the retiree only and the illustrated premium cost of the lowest cost HMO plan for the retiree only.\* The Employer shall pay the balance. (\*Retirees who select the Michigan Community Blue PPO Option-1 Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the PPO plan and the lowest cost HMO Plan.)

Notwithstanding the provisions hereinabove provided, the Employer agrees to pay 100% of the health care costs for retirees under age 65, who reside 91 days or more outside the service area of either the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan, Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1), and desire coverage under the Blue Cross/Blue Shield Traditional Plan.

B. Age 65 or older: Retiree's age 65 or older must enroll in the part B Medicare program. The Employer will thereafter pay the cost of Blue Cross/Blue Shield of Michigan Complimentary Coverage Option-2 plus 1 plan with prescription co-pay program, or equal or better coverage. The Employer shall pay 100% of the health care costs for the retiree only.

C. Spousal and Dependent Coverage: A participating retiree's current spouse and \*\*eligible dependents shall also be permitted to participate in any of the above described Retiree Health Care Plans in which the retiree participates; if they are not otherwise eligible for health care benefits through another Employer. In such event, the Employer shall pay 50% of the illustrated premium for a participating retiree's spouse and \*\*eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.27% of the retiree spouse's and \*\*eligible dependents health care illustrated premiums for each year of the retiree's credited service in excess of eight (8) years of credited service, not to exceed a total of twenty-five (25) years credited service or 100% of the applicable illustrated premium.

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

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

In the event a dependent child is named, the deceased retiree's beneficiary continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19.

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

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

Section 20.3 Retiree Health Care Fund. The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Employer shall annually budget sufficient funds to contribute to

the Retiree Health Care fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees hired after January 1, 1997, shall contribute 3.0% of their bi-weekly base pay to the Retiree Health Care Fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and \*\*eligible dependents. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Employer.

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

**\*\*Eligible dependents as referenced herein shall include the retiree's children until the end of the year in which such children reach age 19, or any age if totally or permanently disabled by either a physical or mental condition prior to age 19. Children as used herein include the retiree's children by birth, legal adoption, or legal guardianship (while in the retiree's custody and dependent on the retiree).**

## ARTICLE 21 ACCIDENTS AND REPORTS

Section 21.1. 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 and the physical injury (if any) the employee has sustained. The Employer may request the witnesses to the accident and other details. The employee shall make out an accident report in writing on forms furnished by the Employer and shall file a report with the Human Resources Department. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

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 Employer and shall be made in multiple copies with one copy to be retained by the employee. The Employer shall have the defect inspected by a competent person before requesting any employee to use equipment that has been reported in an unsafe operation condition.

## ARTICLE 22 GENERAL

Section 22.1. General Liability Insurance. The Employer agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability

Insurance Plan, subject to the terms, conditions, exclusions, and limitations as stated in said Plan, and the Employer's right to amend the Plan from time to time. The Union shall be provided with a copy its General Liability Insurance Plan without charge upon its written request.

Section 22.2. Examinations. The Employer reserves the right to require each prospective employee to pass an appropriate medical examination at the Employer'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 Employer also reserves the right to have each employee examined during the course of his employment in connection with any condition which may affect his ability to properly perform his duties. Such examination shall be conducted by persons selected by the Employer at the expense of the Employer. Results of any such examinations shall be filed with the Human Resources Director.

Section 22.3. Lost or Damaged Property. In the event an employee covered by this Agreement shall, in the line of duty during scheduled work hours, lose an article of personal property or have such an article of personal property damaged, the Employer agrees to repair or replace such item of personal property. Repair shall be made when the item of personal property can be restored to a usable state. If replacement is required, the item shall be replaced with an item of comparable value. Repair or replacement of personal property, lost or damaged in accordance with this Section, shall be required only when the personal property is of the type which is required to be in the possession of the employee and if the employee makes note of the loss or damage in his official report relative to the duty matter resulting in the loss or damage. In the case of damaged items of personal property, which cannot be repaired, the damaged item will be turned in to the Human Resources Department prior to replacement, within sixty (60) days.

Section 22.4. Equipment. The Employer will designate the equipment required to be used by employees covered by this Agreement. Each employee who is issued equipment may be required to acknowledge receipt of same in writing. Employees shall be responsible for the proper care and maintenance of equipment entrusted in their care and custody. 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 22.5. Uniform Allowance. The Employer shall designate all employees within the bargaining unit who are required to wear uniforms. Uniforms required to be worn by employees shall be provided by the Employer. Requests for repair, replacement, or additional uniform allocation, shall be made to the Employer's designated representative.

Section 22.6. Uniform Cleaning. The Employer agrees to pay for reasonable and necessary uniform cleaning for all employees covered by this Agreement who are required to wear uniforms. The payment of uniform cleaning may be by contract entered into by the Employer with a cleaning firm of its choice or by direct reimbursement to the



employee. The Employer may establish reasonable rules in connection with uniform cleaning, such as frequency of cleaning, procedures in connection with arrangements for cleaning, etc.

Section 22.7. Bond. The Employer agrees to pay the cost for all bonds required by employees as a matter of law.

Section 21.8. Printing of Agreement. The Employer shall provide printed copies of the Agreement to all employees, including new hires.

### ARTICLE 23 SCOPE OF AGREEMENT

Section 23.1. This Agreement represents the entire agreement between the parties in connection with wages, hours, and other terms and conditions of employment of employees covered by this Agreement 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 23.2. 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, and whether or not 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.

Section 23.3. Separability. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a Court of competent jurisdiction or by decision of any authorized government agency, the remaining unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal or invalid.

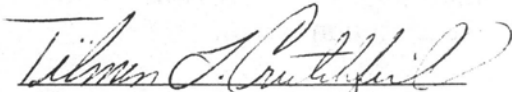
ARTICLE 24  
DURATION OF THE AGREEMENT


Section 24.1. This Agreement shall become effective as of October 24, 2000. This Agreement shall remain in full force and effect until 11:59 p.m., December 31, 2004, and for successive yearly periods thereafter, unless notice is given in writing by either the Union or the Employer, to the other party at least sixty (60) days prior to December 31, 2004, 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, 2005, or the subsequent anniversary date, as the case may be.

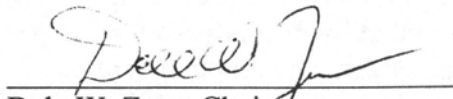
IN WITNESS HEREOF, the parties herein have caused this Agreement to be executed upon this 26th day of October, 2000.

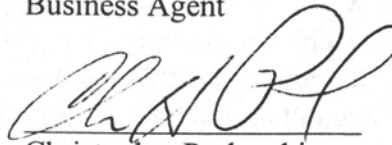
EMPLOYER:

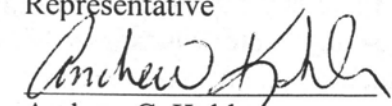
POLICE OFFICERS ASSOCIATION OF  
MICHIGAN:

  
Tilman Crutchfield, Sheriff

  
Robert C. Wines  
Business Agent

  
Dale W. Zorn, Chairperson  
Monroe County Board of Comm.

  
Christopher Porkarski  
Representative

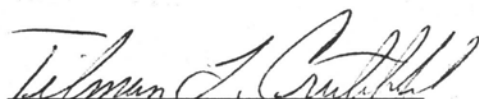
  
Andrew C. Kohler  
Representative

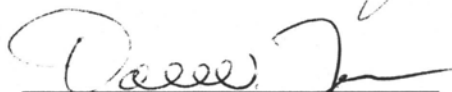
LETTER OF UNDERSTANDING

The County of Monroe, hereinafter referred to as "Employer", and the Police Officers Association of Michigan, hereinafter referred to as "Union", hereby agree to the following:

- A. 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.
- B. 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 employee of the Union.
- C. 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 obligations 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 investments would be subject to tax at the time of withdrawal.)
- D. 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.

EMPLOYER:

  
Tilman Crutchfield, Sheriff

  
Dale W. Zorn, Chairperson  
Monroe County Board of Comm.

November 9, 2000  
Dated

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN:

  
Robert C. Wines, Business Agent

  
Christopher Porkarski, Representative

  
Andrew C. Kohler, Representative

APPENDIX A

7/01/2000 Base Wage Schedule

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$17.12	\$17.61	\$18.10	\$18.62	\$19.14	\$19.68	\$20.24	\$20.81	\$21.40

1/01/2001 Base Wage Schedule

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$17.63	\$18.14	\$18.64	\$19.18	\$19.71	\$20.27	\$20.85	\$21.43	\$22.04

1/01/2002 Base Wage Schedule

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$18.16	\$18.68	\$19.20	\$19.76	\$20.30	\$20.88	\$21.48	\$22.07	\$22.70

1/01/2003 Base Wage Schedule

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$18.71	\$19.24	\$19.78	\$20.35	\$20.91	\$21.51	\$22.12	\$22.73	\$23.38

1/01/2004 Base Wage Schedule

<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>	<u>6 Year</u>	<u>7 Year</u>	<u>8 Year</u>
\$19.27	\$19.82	\$20.37	\$20.96	\$21.54	\$22.16	\$22.78	\$23.41	\$24.08

