

6804

12/31/2000

AGREEMENT

BETWEEN

THE COUNTY OF MONROE  
THE MONROE COUNTY SHERIFF'S OFFICE

AND THE

POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)

Effective January 1, 1998 through December 31, 2000

MONROE COUNTY DSA  
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AGREEMENT

THIS AGREEMENT, effective as of April 7, 1998, by and between the County of Monroe ("County"), the Sheriff of Monroe County ("Sheriff") and the Police Officers Association of Michigan ("POAM or Union").

PURPOSE AND INTENT

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

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

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

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

ARTICLE I  
RECOGNITION

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

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

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

ARTICLE III  
UNION SECURITY

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

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

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

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

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

ARTICLE V  
UNION REPRESENTATION

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

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

- A. Union Representative's Authority. The authority of a Union Representative and alternates, so designated by the POAM, shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the grievance procedure set forth in this Agreement.
- B. Union Representative's Grievance Investigation. Union Representatives, during working hours, without loss of time or pay, may, in accordance with the terms of this section, investigate legitimate grievances in accordance with the grievance procedure set forth in this Agreement and present such grievances in the manner provided herein. An employee who wishes to discuss a grievance with his Union Representative shall notify his supervisor and the supervisor shall notify the Union Representative's supervisor that his presence is required. The Union Representative shall not leave his assigned work until he has been notified by his supervisor that his presence is required in connection with the handling of a grievance. Permission to leave work for purposes of investigating a grievance shall not be unreasonably withheld. To the extent possible, grievance investigation, shall take place at the beginning or end of the shift. The Union

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

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

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

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

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

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

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

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

ARTICLE VII  
STRIKES & LOCKOUTS

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

- A. As used in this act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the condition, compensation, rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.
- B. No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any one or more of the political subdivisions thereof, or in the

sick leave, funeral leave, holiday or vacation pay. Likewise, disciplinary action resulting in loss of time will not cause this lost time to be deducted from earned overtime unless it is specifically included in the disciplinary penalty.

8.4: Shift Premium. Shift premium shall be given to all employees covered by this agreement in the amount of 20¢/hour for all employees working the midnight shift and a shift premium in the amount of 25¢/hour for all employees working the afternoon shift. All employees working the relief shift shall for the purposes of payment of shift premium be treated in the same manner as afternoon shift employees and will receive 25¢/hour while working the relief shift.

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

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

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



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

All employees assigned to the road patrol shall have rotating days off and long weekends.

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

1. The Sheriff or his designee will provide to each member of the bargaining unit (Deputy Sheriffs) a bid sheet listing all of the available shifts/jobs that are to be bid for that year in accordance with the contract.
2. Each member of the bargaining unit shall submit a bid sheet listing their shift/job in order of preference with their first choice being listed number 1. Officers should fill in all selections according to their preference.
3. All employees who fail to submit a shift/job bid sheet pursuant to such posting will be assigned a shift/job by the Sheriff and SHALL NOT have the ability to contest such assignment.
4. When bidding for a contract unit or any other position that is not funded by the County of Monroe, be advised that if the position is terminated any time during that year the employee will go where an opening has been created due to lay off.
5. The shift/job bids sheet is due by January 11.
6. The shift/job bids sheet will be used to fill all shift/job openings that become available during the year as follows:
  - a. The shift/job assignment will be posted for a period of ten (10) calendar days at all buildings employees are assigned.
  - b. Employees may submit an updated shift/job bid sheet during the ten (10) calendar days. Otherwise, the employee's original shift/job bid sheet will be used to fill

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

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

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

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

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

County is terminated for any reason prior to December 1 of any calendar year;

- E. If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) month period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year;
- F. Any employee whose salary is paid by the United States of America or any of its agencies, the State of Michigan or any of its agencies and/or is supplemented by the County, is not entitled to longevity pay.

ARTICLE X  
LEAVE OF ABSENCE

10.1: 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.

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

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

In the event a member of an employee's immediate family dies while the employee is on a scheduled vacation, the employee may terminate such vacation and request funeral leave, in which case he shall then be entitled to funeral leave benefits in

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

ARTICLE XI  
SENIORITY

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

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

every six (6) months thereafter during the term of this Agreement. Unless the Union objects in writing to any listing in such list within ten (10) calendar days of the receipt of such lists, they shall be deemed correct and the County and the Sheriff may rely upon such lists for all purposes.

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

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

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

event that he vacates that position, he may exercise his seniority and return to the bargaining unit. This provision shall not apply to transfers out of the bargaining unit to any other positions.

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

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

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

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

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

1. Written examination. All applicants for promotions as defined under this section must take a required written examination which will be administered and scored by an impartial, outside testing agency to be determined by the Sheriff and the County. The selection of such testing agency may be grieved under the provisions of Article VI of this Agreement. However, an arbitrator may not reverse the decision of the Sheriff and the County unless he finds that the testing agency as selected is not impartial in the administration of the examination. Each candidate's score will be multiplied by 0.6, (60%) to determine his point allocation for promotion evaluation

review by a candidate of his own score, all evaluations under this Agreement are to be kept strictly confidential. No candidate will be allowed to review any other candidate's evaluation.

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

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

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

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

ARTICLE XII  
NEW JOB CLASSIFICATIONS

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

ARTICLE XIII  
VACATIONS

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

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

13.2: For the purposes of determining the length of continuous service, an employee shall be credited with a full month of service if he works at least fifteen (15) days within the calendar month and is on the 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.

13.3: Employees shall be eligible for vacation benefits as of their anniversary date of hire and will advance to the next level on that date. The determination of vacation pay benefits shall be determined for each employee as of his anniversary date and such vacation benefits as he may be entitled to receive as of that date



- C. Pension disability benefits.
- D. Disability benefits under any "no fault" automobile repairation insurance law.

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

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

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

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

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

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

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

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

14.12: Duty Disability. (See Appendix B).

ARTICLE XV  
HOLIDAYS

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

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- President's Day
- Good Friday ( $\frac{1}{2}$  day)
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day - (If allowed by statute)
- Veteran's Day

ARTICLE XVI  
ACCIDENTS AND REPORTS

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

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

ARTICLE XVII  
DISCHARGE AND SUSPENSION

17.1: Rules and Regulations.

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

Effective May 1, 1998, employees shall have the option of participating in the BCN 1 or Paramount PHC 1 HMO programs. An outline of the benefits is included as Appendix C.

18.2: For eligible employees only:

- A. Life insurance with double indemnity.
  - 1. \$25,000.00 for sworn deputies.
- B. Effective January 1, 1979, employees covered by this Agreement will be eligible to participate in the County Optical Insurance Program currently in effect for County employees, the provisions being as outlined in section 18.6 below. Such participation shall be upon the same terms and conditions as other County employees.
- C. Effective January 1, 1980, the County will provide a 75-25 co-pay dental plan through a carrier of its choice equal to Blue Cross Dental Plan 3.

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

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

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

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

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

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

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

18.7: Dental Care Benefits. The County shall continue to provide the Dental Plan in effect. An outline of the benefits is included herein as Appendix E.

18.8: Voluntary Withdrawal from Health Care Plan.

- A. Any employee who can secure health care benefits from another source and desires to withdraw from the County's Health Care Benefits Plan may submit a request to so withdraw, in writing, to the County Administrator.
- B. The County will notify the employee of the effective date that the County 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

ARTICLE XX  
GENERAL

20.1: Uniform Allowance. The Sheriff shall designate all employees within the bargaining unit who are required to wear uniforms. The County agrees to provide all uniforms as required by the Sheriff. Any employee needing any repair or replacement of such required uniforms, or requesting for any reason additional uniform allocation, shall make such request to the Sheriff's designated representative. The Sheriff's designated representative shall have the responsibility of issuing an appropriate voucher to the requesting employee for all appropriate requests. No employee is entitled to spend more than \$300.00 in any one calendar year for uniform expenditures under this section.

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

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

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

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

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

ARTICLE XXI  
TERM OF AGREEMENT

21.1: This Agreement shall become effective as of the date of execution hereof as set forth above, except that the wages set forth in Exhibit A are effective as of the 1st day of January, 1998. This Agreement shall remain in full force and effect until 11:59 p.m., December 31, 2000, and for successive yearly periods thereafter, unless notice is given in writing by either the POAM or the County or the Sheriff, given to the other party at least sixty (60) days prior to December 31, 2000, 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, 2001, or the subsequent anniversary date, as the case may be.

EXHIBIT A - WAGE SCALE

<u>STEP</u>	<u>(1%) 1998</u>	<u>(3%) 1999</u>	<u>(3%) 2000</u>
0-6 mos.	\$30,180.80 14.51	\$31,096.00 14.95	\$32,032.00 15.40
6-12 mos.	\$31,075.20 14.94	\$32,011.20 15.39	\$32,968.00 15.85
12-18 mos.	\$34,091.20 16.39	\$35,110.40 16.88	\$36,171.20 17.39
18-24 mos.	\$35,068.80 16.86	\$36,129.60 17.37	\$37,211.20 17.89
24-30 mos.	\$35,963.20 17.29	\$37,044.80 17.81	\$38,147.20 18.34
30-36 mos.	\$36,899.20 17.74	\$38,001.60 18.27	\$39,145.60 18.82
36-42 mos.	\$37,689.60 18.12	\$38,812.80 18.66	\$39,977.60 19.22
42-48 mos.	\$38,729.60 18.62	\$39,894.40 19.18	\$41,100.80 19.76
Maximum	\$39,582.40 19.03	\$40,768.00 19.60	\$41,995.20 20.19

Wages are fully retroactive to January 1, 1998.



- C. In the event of complete disability, such that the employee cannot continue to perform any departmental duties, he shall be entitled to disability benefits computed as follows:
1. The disabled employee's net pay after all applicable deductions shall be determined on a weekly basis based upon his rate of pay, income tax status and deduction status as of the last full pay period ending prior to the date of disability and computed upon the assumption that the employee worked eighty (80) hours during such pay period. Utilizing this information, the Employer shall determine the disabled employee's net take-home weekly wage which would be the amount the officer would have received for such pay period if he had not been injured.
  2. From the disabled employee's net weekly take-home wage, there shall be deducted weekly worker's disability compensation benefits to which such employee is entitled under the worker's disability compensation laws of the State of Michigan, and the County will pay the difference between such weekly worker's disability compensation benefits and the disabled employee's net weekly take-home pay, as computed above.
  3. In the event an employee remains completely disabled within the meaning of this Exhibit C for the period of one (1) year, such employee shall promptly make application for social security disability benefits and shall furnish proof to the Employer of such application and shall keep the Employer informed at all times as to the status of such claim. In the event the disabled employee is awarded social security disability benefits, the County's liability for duty disability payments under this duty disability plan shall be the difference between the sum of weekly worker's disability compensation benefits received by the disabled employee and social security disability benefits, computed upon a weekly basis at the rate of four and one-third (4-1/3) weeks per month, and the disabled employee's net weekly take-home pay as computed above. In no case will the weekly take-home pay be less than what the officer would have received based on a 2080-hour work year.

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

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

APPENDIX C  
MONROE COUNTY  
BENEFIT COMPARISON

	— HMO Benefit Comparison —		
	<u>Current</u>	<u>BCN 1</u>	<u>Paramount PHC1</u>
<b>Physician Office Services</b>			
Routine Office Visits	Covered - 80% under MM after deductible	Covered in Full	Covered in Full
Consulting Specialist Care	Covered - 80% under MM after deductible	Covered in Full	Covered in Full
Periodic Physical Exams	Not Covered	Covered in Full	Covered in Full
Routine Pediatric Care	Not Covered	Covered in Full	Covered in Full
<b>Preventive Services</b>			
Immunizations (Subject to age restrictions)	Not Covered	Covered in Full	Covered in Full
Mammography Screening	Not Covered	Covered in Full	Covered in Full
Pap Smears	Covered - \$5 or 10%, whichever is greater, one every 12 months	Covered in Full	Covered in Full
Vasectomies, Tubal Ligations	Not Covered as voluntary sterilization	Covered in Full	Covered in Full
Infertility Counseling & Treatment	Not Covered	Covered in Full	Covered in Full
<b>Diagnostic &amp; Therapeutic Procedures</b>			
Laboratory Tests	Covered	Covered in Full	Covered in Full
Diagnostic X-Rays	Covered	Covered in Full	Covered in Full
Radiation Therapy	Covered	Covered in Full	Covered in Full

	<u>Current</u>	<u>BCN 1</u>	<u>Paramount PHC1</u>
Inpatient Psychiatric Hospital Services	Covered in full up to 45 days per calendar year, 60 day renewal, additional days under MM at 50% after Ded. up to \$15,000 annual, \$30,000 lifetime maximum per member	Covered in Full up to 45 days per Calendar Year, Renewable after 60 days out	45 Days Per Calendar Year
Alcoholism & Substance Abuse Services			
Treatment for Crisis intervention and short term therapy and/or intermediate care	Outpatient: 100% up to the state dollar amount which is adjusted annually  Inpatient: Covered - 100% unused mental health care days, no MM coverage	Outpatient: 35 visits per calendar year, covered in full  Inpatient: One program per 12 month period, Covered in full	Outpatient: 35 visits per calendar year, covered in full  Inpatient: 45 days, covered in full
Detoxification	See above treatment for crisis intervention	Covered in Full	Covered in Full
Skilled Nursing Care			
Skilled Nursing Facility Care	Not Covered	730 days per Episode of illness	730 days, Covered in Full
Other Services			
Prosthetics, Orthotics and Corrective Appliances	Covered - 80% under MM after ded.	Covered in Full	Covered in Full
Durable Medical Equipment	Covered - 80% under MM after ded.	Covered in Full	Covered in Full
Pregnancy Terminations	Covered	Covered in Full once every 2 years, during first trimester only	Not Covered Unless Mother's Life endangered

APPENDIX D

VISION CARE BENEFITS

Vision Care. Covered expense shall include expense for eye refractions and for any of the materials listed below.

\* Expense incurred for contact lenses is included only if: (1) the expense is needed after cataract surgery; or (2) vision in one or both eyes can be corrected to at least 20/70 with contact lenses but not by use of any other lenses.

Exclusions. Covered expense shall not include expense incurred due to:

- (1) More than one eye refraction during any 12 month period; or
- (2) More than one pair of glasses, or set of contact lenses, during any 12 month period; or
- (3) More than one frame during any 12 month period; or
- (4) Any material furnished as the result of a refraction which began before the date the person became insured for vision care.
- (5) Radial keratotomies or other procedures for surgical correction of myopia and/or other refractive errors.

Payment Rate:

100% of covered expense incurred for benefits for you and your dependents are listed below:

Covered expense for vision care shall not exceed:

Eye examination	\$ 35.00
Frames	\$ 40.00
Lenses, per pair	
w/single vision lenses	\$ 30.00
w/single bifocal lenses	\$ 45.00
w/double bifocal lenses	\$ 75.00
w/trifocal lenses	\$ 65.00
w/lenticular lenses	\$125.00
Contact lenses, each	\$125.00*

(\* Payment of benefits are subject to satisfying conditions listed above.)