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12/31/2004



Agreement by and between the
**Monroe County
Board of Commissioners**

the

Monroe County Prosecutor

and the

**International Union, United Automobile,
Aerospace & Agricultural Implement
Workers of America, UAW,**

and its

Local Union N^o. 157

January 1, 2000 through December 31, 2004

Monroe County

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ARTICLE I
AGREEMENT

THIS AGREEMENT, entered into this 12th day of December, 2000 between the Monroe County Board of Commissioners and the Monroe County Prosecutor, located at 125 East Second Street, Monroe, Michigan 48161 (hereinafter collectively referred to as the "Employer") and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its local Union No. 157 (hereinafter collectively referred to as the "Union").

ARTICLE II
PURPOSE AND INTENT

The purpose of this Agreement is to set forth the wages, hours, terms and conditions of employment of the employees covered by this Agreement, and to promote orderly and peaceful labor relations between, and in the mutual interest of, the employees, the Union, and the Employer. 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.

The terms of this Agreement are to be interpreted strictly and are not to be expanded for any purpose or reason other than as specified by this Agreement's express terms.

ARTICLE III
RECOGNITION

Section 1. Unit Description. Pursuant to and in accordance with all applicable sections of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time Assistant Prosecuting Attorneys employed by the Employer, but EXCLUDING the Prosecuting Attorney, Chief Assistant Prosecuting Attorney, all executive, administrative and supervisory employees, office, clerical and secretarial employees, confidential and temporary employees and all other employees of the County of Monroe and/or the Monroe County Prosecutor. This section is limited strictly to recognition of the Union as the bargaining agent as required by the provisions of the Michigan Public Employment Relations Act and shall not be interpreted or expanded in any manner or for any other purpose.

Section 2. Definitions. For purposes of this Agreement, the following terms shall be defined as follows:

(a) "Employee(s)" shall mean a person employed by the Employer in a classification set forth in Section 1 above. Unless otherwise indicated in this Agreement, an employee shall also mean a person who is regularly scheduled to work forty (40) hours or more per week. This shall not constitute a guarantee of pay or work.

(b) "Part-Time Employee" shall mean a person who is regularly scheduled to work less than forty (40) hours per week. Except as otherwise expressly provided in this Agreement,

- (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 3(a)(1) above:

The Union certifies that (Name) has failed to tender either Union 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.

A copy of such notice shall, at the same time, be given by the Union 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 or she shall be terminated.

Section 4. Save Harmless. The Union shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

Section 5. Disputes. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step Two.

ARTICLE VI REPRESENTATION

Section 1. For the purpose of handling grievances and other matters relative to the administration of this Agreement and the relationship between the Employer and the Union, the Employer will recognize a Chief Steward and a Steward.

Section 2. The Chief Steward and Steward shall be elected in accordance with the Union's Bylaws.

Section 3. Any employee who is elected to serve as Chief Steward or Steward must have at least one (1) year of service. Termination of employment of an employee serving in the position of Steward or Chief Steward shall automatically result in a vacating of such position and the Union may designate another employee to fill such vacancy on a temporary basis until a replacement is selected in accordance with the Union's Bylaws.

Section 4. The Union will furnish the Employer with the names of the Chief Steward and Steward, and no employee shall function in any such capacity until the Employer has been notified in writing of such appointment. Any changes in such representation shall be reported to the

Employer, in writing, as far in advance as possible. The Employer shall not be required to recognize or deal with any employee in regard to official Union business other than the one(s) so designated by the Union. No employee or group of employees other than the Union's designated representatives, may agree to alter, amend or modify the provisions of this Agreement.

Section 5. The Chief Steward and Steward shall represent the employees and shall be authorized to settle grievances and other matters on behalf of employees. Such settled grievances and matters shall be final and binding upon the employees and the Union.

Section 6. The Chief Steward and Steward shall suffer no loss of their regular salary by virtue of their attendance at meetings with the Employer for the purpose of processing grievances and handling other matters of mutual interest that may, from time to time, be approved by the Employer.

ARTICLE VII EMPLOYER RIGHTS

Except as limited by the clear and express terms of this Agreement, the Monroe County Board of Commissioners and the Monroe County Prosecutor, on their own behalf and on the behalf of the people of Monroe County, hereby retain and reserve unto themselves and their respective offices, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and Constitution of the State of Michigan, and of the United States. More specifically, the Monroe County Prosecutor retains sole and exclusive control over all matters concerning the operation, management and administration of the Office of the Monroe County Prosecutor and the maintenance and order of his workforce, including, but not limited to, the following:

(a) The right to determine all matters pertaining to the selection, direction and control of employees, including, but not limited to, the right to hire, promote, demote, assign, lay off, reclassify and transfer employees, the right to discipline, suspend and discharge seniority employees with just cause, and the right to discipline, suspend and discharge probationary employees, with or without cause;

(b) The right to make, modify and enforce rules and regulations relating to employee conduct which, when published or posted, shall be observed by all employees;

(c) The right to install, modify or change methods of operation, work schedules and work assignments;

(d) The right to approve time off and vacations, and to withhold time off or vacations if deemed necessary for the proper functioning of the office;

(e) The right to determine the location, relocation, or termination of operations or facilities;

- (f) The right to determine the services to be rendered and the work to be performed by employees covered by this Agreement;
- (g) The right to determine whether services or any other work shall be contracted out or purchased;
- (h) The right to adopt and enforce rules and regulations;
- (i) The right to determine the number of employees;
- (j) Consistent with the provisions of state and federal law, the right to determine the qualifications of employees to perform work (including physical and mental limitations which may be determined by examination or testing, including drug and alcohol testing);
- (k) The right to determine quality, quantity and performance standards;
- (l) The right to determine job content, create new job classifications and revise existing job classifications;
- (m) The right to assign work and determine the hours of operation of the Prosecutor's Office, including starting times and quitting times;
- (n) The right to relieve employees from duty because of lack of work or for other reasons; and
- (o) The right to perform all other functions inherent in the administration, management, control and/or direction of the Prosecutor's Office.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A grievance is defined as a dispute arising under and during the term of this Agreement with respect to an alleged violation of the express terms or conditions of this Agreement.

A grievance must be presented in writing at Step One within ten (10) working days of the date the employee becomes aware or reasonably should have become aware of the occurrence giving rise to the grievance. Failure to file a grievance within such period shall constitute acceptance of the action taken by the Employer.

Time limits specified in the Grievance Procedure are of the essence. If the Union does not file or appeal a grievance within the specified time limits, the grievance will automatically be

disallowed. If the Employer does not respond within the specified time limits, the grievance will be deemed denied and shall automatically move to the next step. The time limits provided in the Grievance Procedure may be extended by a written agreement between the Employer and the Union. Any resolution or forfeiture of a grievance shall be final and binding upon the employee involved, the Union, and the Employer.

STEP 1.

Any employee having a grievance shall submit to the Monroe County Prosecutor a written grievance signed by the employee and the Chief Steward or Steward which states the facts underlying the grievance, the specific provision(s) of the Agreement allegedly violated and the remedy sought. The Prosecutor (or his designee) will sign for receipt of the grievance, note the date and time of receipt, and return a copy to the Chief Steward or Steward. The Prosecutor (or his designee) will meet with the Chief Steward or Steward and the grievant within ten (10) working days following receipt of a grievance in an attempt to resolve the grievance. A written answer will be submitted by the Prosecutor (or his designee) within ten (10) working days following such meeting.

STEP 2.

If the grievance is not satisfactorily resolved at Step One, the Chief Steward or Steward may appeal the decision by filing a written notice of appeal with the County's Human Resources Director (or her designee) within ten (10) working days following receipt of the Step One answer. The Human Resources Director and the Prosecutor (or their respective designees), and such other persons as the Employer may deem appropriate, shall meet with the grievant, the Chief Steward or Steward and the Union's International Representative or his designee) as soon as a meeting can be arranged, but not later than thirty (30) working days following the date of the Step One answer, in an attempt to resolve the grievance. The County's Human Resources Director shall furnish a written answer to the grievance within ten (10) working days after such meeting by delivering the answer to the Chief Steward or Steward and mailing a copy to the Union's International Representative (or his designee) and the Prosecutor (or his designee).

Section 2. Arbitration.

(a) In the event the answer at Step Two of the Grievance Procedure does not resolve the grievance, the Union may appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association no later than thirty (30) calendar days after the Union's Chief Steward or Steward receives the Employer's answer at Step Two. Concurrent notification of such appeal shall be provided to the County's Human Resources Director. Notification to the County's Human Resources Director shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Union's Demand for Arbitration and identification of the grievance, the issue(s) and the provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Step Two disposition of the grievance shall be final.

Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time the Union's Demand for Arbitration is filed with the Association. The arbitrator shall have the authority to issue a subpoena for a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Union.

The fees and approved expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall be responsible for compensating its own representatives and witnesses. The cost (if any) of any room or other facility needed for the arbitration shall be shared equally by the Employer and the Union. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant and Chief Steward or Steward, who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant(s) and the Chief Steward or Steward shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the application or interpretation of the express terms or conditions of this Agreement, provided the grievance has been timely processed through the Grievance Procedure and is properly before him. In fulfilling his duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or conditions of this Agreement but shall not have the authority to add to, subtract from, or modify this Agreement or resolve any dispute under any section of this Agreement which is expressly excluded from arbitration, or imply a provision which is not otherwise specifically provided herein. If the arbitrator issues his decision within his jurisdiction, the decision of the arbitrator shall be final and binding upon the employee(s), the Union, and the Employer.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his base rate as set forth in Appendix A, less any unemployment or other money, including any compensation he may have received from any source of employment (not previously approved in writing as supplemental employment by the Employer) during the period in question.

(b) Grievances processed to arbitration may be withdrawn only upon written agreement of the Employer and the Union.

ARTICLE IX STRIKES AND LOCKOUTS

Section 1. During the life of this Agreement, the Union, its officers and employees, shall not cause, authorize, or condone, nor shall any member of the bargaining unit cause, authorize, condone or take part in any strike (including a sympathy strike), work stoppage, interruption, sick-out, sit-down, stay-in, slowdown, or any other restriction of work or interference with the operations of the Employer.

Section 2. In the event of any conduct prohibited in Section 1 above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the action until such conduct has ceased.

Section 3. In the event of any conduct prohibited in Section 1 above, the Union, its officers and agents shall, 1) immediately instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be discharged, 2) direct such employee or group of employees to immediately resume normal work activity and cease the offending conduct, and, 3) otherwise take all effective means to terminate the unauthorized conduct by employees.

Section 4. In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 1 above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 1 above, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at Step Two of the Grievance Procedure, provided a written grievance is filed with the Employer within three (3) working days after such discipline or discharge. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

Section 5. The Employer agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment, facilities, labor or other resources are not available due to a strike, work stoppage, slowdown or other interference by the Employer's employees prohibited under Section 1 above, or of the actions of employees of another employer, such inability to work shall not be declared a lockout.

ARTICLE X PROBATIONARY EMPLOYEES

Section 1. All newly hired employees shall have a probationary period of one (1) year commencing with the employee's date of hire; provided however, such probation may be extended for up to two (2) additional periods of six (6) months each, for a maximum of two (2) years, at the discretion of the Employer. During the period of an employee's probation, the employee shall be subject to termination by the Employer at any time, and for any reason not prohibited by state or federal law. After an employee has satisfactorily completed his probationary period, he shall be entered on the seniority list and credited with seniority.

Section 2. The Employer shall have no responsibility for the re-employment of a probationary employee if he is laid off or discharged during the probationary period.

Section 3. Upon request, a disciplined or discharged employee shall be provided up to one-half hour to consult with the Chief Steward or Steward to prepare a written grievance prior to leaving the Employer's premises.

ARTICLE XIV COMPENSATION

Section 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 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 3. Longevity Payments. All employees who are hired on or after January 1, 1989, shall not be covered by this Article. Full-time employees on the County Payroll as of December 31, 1988, shall be entitled to longevity pay subject to the following provisions:

a. An employee must have at least five (5) years of continuous service and receive compensation for at least 1,500 hours during the twelve (12) month period immediately preceding December 1 of each calendar year in order to be eligible for longevity pay.

b. Longevity pay shall be based upon the number of years of continuous service an employee has worked for the Employer determined as of December 1 of each calendar year and shall be in the amount of \$125.00 for the first five years of continuous service, and \$25.00 for each year of continuous service thereafter.

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

d. An Employee who retires under Article XXI, Retirement and Retiree Health Care, or dies shall be entitled to prorated longevity benefits if all other requirements are met. The pro-rated longevity pay will be based upon the time from December 1 to the day of retirement or death.

e. Longevity payments will be included with the employee's regular paycheck.

Section 4. Pay Adjustments for Promotions and Transfers.

a. If an employee is promoted to a classification in a higher pay grade, his base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, 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 transferred to a classification in a lower pay grade, he shall be placed at the same step on the salary schedule in such lower graded position as the step on which he was placed at the time of his transfer and his base rate reduced accordingly.

ARTICLE XV
HOURS OF WORK

Section 1. Employees shall be required to work the regular business hours of the Monroe County Prosecutor's Office, except as the Prosecutor may otherwise approve. Employees shall also be required to work such additional hours as may be required to discharge all of the functions and responsibilities required of their position, or as otherwise assigned by the Prosecutor or his designee, including, but not limited to, on-call assignments. Employees will be compensated \$150.00 for each week they are subject to on-call duty.

Section 2. No employee shall receive overtime compensation, compensatory time off or any other form of compensation beyond his or her regular weekly salary, other than what is provided under Section 1. The salary paid each employee as provided in Appendix A of this Agreement shall constitute the employee's total compensation for all services rendered the Employer, including such additional hours beyond the regular work week as may be required of each employee.

ARTICLE XVI
WORK BY SUPERVISORS, OTHER NON-BARGAINING
UNIT EMPLOYEES AND CONTRACTORS

The Prosecutor, Chief Assistant Prosecutor, supervisors, special prosecutors, grant employees, legal interns, other non-bargaining unit employees and independent contractors shall be permitted to perform bargaining unit work without restriction.

ARTICLE XVII
RESTRICTIONS ON THE PRIVATE PRACTICE
OF LAW AND OUTSIDE EMPLOYMENT

Section 1. Employees covered by this Agreement may not engage in the private practice of law or maintain any business affiliation with any attorney or law firm engaged in the practice of law. However, it shall not be deemed a violation of this Section for an employee to perform mediation, draft occasional basic legal documents or do legal research provided the research is done and the documents are prepared during non-scheduled work hours or while on approved leave and without the use of the Employer's personnel, equipment or materials.

Section 2. Employees covered by this Agreement may only engage in outside employment or business activities unrelated to the practice of law with the prior written approval of the Monroe County Prosecutor and provided such activities do not in any way conflict with the employee's employment duties, are conducted during non-scheduled work hours off the Employer's premises, and do not involve the use of the Employer's personnel, equipment or materials.

Section 3. The failure of an employee to be in full and continuing compliance with the provisions of this Article shall be grounds for discipline up to and including termination of employment.

ARTICLE XVIII
VACATION

Vacation hours are earned per each *qualified calendar month from the employee's anniversary date.

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

Each full-time employee who has been employed six (6) *qualified calendar months is eligible for one (1) week vacation. Each *qualified calendar month employed, after the six (6) month period, for the next twelve (12) months the employee will earn five and one-half (5 1/2) vacation hours per calendar month. After eighteen (18) months the employee will earn vacation hours based upon the following *qualified continuous employment from his anniversary date:

<u>From:</u>	<u>To:</u>	<u>Hour Amount Earned</u>
19 cal.mo.	- 60 cal.mo.	7.0 hrs. cal.mo.
61 cal.mo.	- 84 cal.mo.	8.5 hrs. cal.mo.
85 cal.mo.	- 144 cal.mo.	10.0 hrs. cal.mo.
145 cal.mo.	- 180 cal.mo.	12.0 hrs. cal.mo.
181 cal.mo.	- 240 cal.mo.	13.5 hrs. cal.mo.
241 cal.mo.	and over	17.0 hrs. cal.mo.

Checks for paid vacation will be issued on the normal payday. Vacation pay shall be based upon the employee's current salary at the time the vacation is taken. Vacation may not be taken until it is fully earned.

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

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

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

ARTICLE XIX HOLIDAYS

Section 1. The Employer shall recognize the following holidays:

- * New Year's Day
- * Martin Luther King's Birthday
- * President's Day
- * Good Friday (1/2 day)
- * Memorial Day
- * Independence Day
- * Labor Day

- * Veteran's Day
- * Thanksgiving Day
- * Friday after Thanksgiving
- * Christmas Eve Day
- * Christmas Day
- * New Year's Eve Day

Section 2. When a holiday occurs on a Saturday or Sunday, the preceding Friday or the following Monday will be observed as the paid holiday as determined by the Employer.

Section 3. Regular full-time employees shall be paid their regular salary on each of the above holidays. Employees who are required to work on a holiday shall be entitled to no additional compensation.

ARTICLE XX INSURANCE

Section 1. Health Care Benefits.

a. The Employer agrees to provide each regular, full-time employee (and his eligible dependents¹), 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; or
- 5) 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 are eligible to change their coverage selection from among the five options listed above during periods of open enrollment.

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 dependents¹), 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; or
- 4) other plans designated by this 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 are eligible to change their coverage selection from among the four options listed above during periods of open enrollment.

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. The Human Resources Department shall provide forms.

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 XXII, Leaves of Absence, Section 2, 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 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 3. Dental Care Benefits.

a. The Employer shall provide such regular, full-time seniority employee (and his eligible dependents¹) 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. Forms shall be provided to employees by the Human Resources Department.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the dental care benefits herein provided. Except as otherwise provided in Article XXII, Leaves of Absences, Section 2, Family and Medical Leave Act, 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 or the Family and Medical Leave Act, 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. Except as otherwise provided under the Family and Medical Leave Act, 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 4. Vision Care Benefits.

a. The Employer shall provide each regular, full-time seniority employee (and his eligible dependents²) 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. Forms shall be provided to employees by the Human Resources Department.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. Except as otherwise provided in Article XXII, Leave of Absences, Section 2, Family and Medical Leave Act, 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 or the Family and Medical Leave Act, 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. Except as otherwise provided under the Family and Medical Leave Act, 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.

Footnote

¹ 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.

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

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

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

<u>ANNUALIZED SALARY</u>	<u>BENEFIT AMOUNT</u>
\$35,001 to \$40,000	\$40,000
\$40,001 to \$45,000	\$45,000
\$45,001 to \$50,000+	\$50,000

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

b. To qualify for term life and accidental death and dismemberment benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department.

c. Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the 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 6. Short/Long Term Disability Benefits.

a. The Employer agrees to continue to provide each regular, full-time seniority employee the following disability benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the plan.

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

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

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

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

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

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

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

f. No disability benefits will be paid unless the disabled employee is under the care of a physician who states, in writing, that the employee continues to be disabled. This documentation shall be provided as often as required by the Employer but not less than once per month. The Employer retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the Employer's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for his examination and evaluation. This physician will be selected by the Employer's physician and the employee's physician and his examination will be at the Employer's expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the Employer as to said employee will be done by such physician.

g. Any employee going on disability shall complete the disability form (in triplicate) provided by the Employer's Human Resources Department, along with a statement from the employee's physician stating the nature of illness or disability and the expected length of time that the employee may be disabled.

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

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

j. No payment will be made for benefits resulting from:

- Disability for which the individual is not under the continuous care of a physician;
- Participation in a riot, rebellion or insurrection;
- Commission or attempted commission of a criminal offense.

k. When an employee is on disability, he shall not accrue vacation, hours toward longevity eligibility, or any other benefits. The employee shall also be ineligible for paid holidays or any other form of compensation from the Employer.

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

m. To qualify for disability 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. Forms shall be provided to employees by the Human Resources Department. Any employee who fails to complete, sign and return the application forms as herein provided is specifically and expressly excluded from such benefits until such time as he enrolls and makes proper application during an open enrollment period.

n. An employee's disability benefit plan shall terminate on the date the employee terminates, retires or is laid off. Upon return from layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

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

ARTICLE XXI RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan. The Employer agrees to maintain the Monroe County Employee's Retirement System Ordinance now in effect for all employees covered by this

Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 55 or older with 30 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire on or after January 1, 2001 shall be two and one-quarter (2.25%) percent of the employee's final average compensation multiplied by his years of credited service. 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 County last terminates.

The Employer agrees that prior to the date of the employee's first pension payment, the employee may elect to withdraw his retirement contributions. The amount of pension paid to an individual making such election shall be reduced in accordance with the Monroe County Employees' Retirement System Ordinance.

Section 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 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), the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan, 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 the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10.00 co-pay generic mandate, the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan, 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 thirty (30) 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 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 who were hired on or after April 8, 1997, and required to contribute to the Retiree Health Care Fund under the parties' former Agreement, shall continue to contribute 1.5% of their bi-weekly base pay to this fund. Employees, who are hired by the Employer on after November 1, 2000, shall contribute 3.0% of their bi-weekly base pay to this 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 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 XXII LEAVES OF ABSENCE

Section 1. Full-time seniority employees who have completed the new-hire probationary period shall be credited with six (6) sick days on January 1 of each year. (Employees

who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility). At the end of each year, all employees will be paid for one-half (1/2) of the unused sick days at the rate of pay for that employee at the end of that year. The remaining one-half (1/2) shall not accumulate.

Utilization of sick leave benefits is subject to the following conditions:

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

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

c. Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Department Head not later than fifteen (15) minutes after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be cause for denial of sick pay benefits.

d. The Employer may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate may be imposed at any time.

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

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

g. Sick leave may be used in one-quarter hour increments or more. However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had he not been on sick leave.

Section 2. 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 XX, Insurance, Section 6, 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 XX, Insurance, Section 6, 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 may, at his option, utilize accrued paid time off. Upon exhaustion of all paid leave, 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) workweeks 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) workweeks 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 3. Personal Leave. Regular full-time seniority employees shall be entitled to four (4) personal days off, with pay, per year. These days cannot be carried over from year to year if not used. (Employees who have completed one year of service after January 1 shall receive prorated personal days during the first year of eligibility.)

Regular full-time seniority employees with six (6) months or more seniority may also be granted an unpaid personal leave of absence for compelling reasons. Personal leaves may be approved by the Prosecutor for an initial period of up to thirty (30) days. Extensions may be approved for a maximum period of an additional thirty (30) days at the discretion of the Prosecutor. Applications for personal leave shall be filed in writing with the Prosecutor and shall provide a detailed explanation of the reason for the leave. Where possible, leave requests must be submitted not less than ten (10) days prior to the desired commencement date of the leave, or any extensions of the leave. In all events, applications must be received prior to the commencement of a leave or the expiration of the original leave, but in no event for a period longer than an additional thirty (30) calendar days. Employees granted a personal leave shall be subject to the following provisions:

- a. Upon return from a personal leave, the employee shall be reinstated at the same pay level and position as the employee held at the time the leave was granted.
- b. The employee may be required to submit to a physical and/or mental examination at the conclusion of the leave.
- c. The employee must keep the Prosecutor informed of any change in status or any change in the conditions which caused the request for the leave.

d. The employee must not engage in any gainful employment during such a leave.

e. Vacation time, holiday pay, sick leave, longevity pay, and other employee benefits shall not accumulate or be paid during a leave of absence, except that all employer paid insurance's will be paid for a maximum of thirty (30) calendar days. The employee's benefit status shall be frozen as of the date the leave commences and those benefits shall be reinstated upon the employee's return to work following termination of the leave. However, employees desiring to continue their group Blue Cross/Blue Shield, Dental, Optical, and/or Life Insurance coverage may do so at their own expense if the leave is granted for a period exceeding thirty (30) days. Time spent on personal leave shall not be included in an employee's length of service for pay grade increases.

Section 4. 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 state and federal law.

Section 5. Union Leave. Upon written request the County Prosecutor will grant officers or elected representatives of the Union a leave of absence without pay for the purpose of attending Union conferences, provided that no such leave of absence shall be granted to more than two (2) employees for a period not longer than one (1) week. Extensions beyond one (1) week may be granted at the sole and exclusive discretion of the County Prosecutor.

Section 6. Funeral Leave. An employee will be granted funeral leave without loss of pay for a period of up to a maximum of three (3) scheduled work days. Funeral leave is granted to permit the employee to attend the funeral of a designated relative and is to be applicable only if the employee attends the funeral. The employee will not be compensated if he does not attend the funeral or would not have been scheduled to work at the time the death occurs or at the time the funeral takes place. For application purposes, "immediate family" means: father, mother, step-parents, sister, brother, child, step-children, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Time spent on funeral leave shall be considered as time worked for purposes of this Agreement and the employee's benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take one (1) day off with pay to attend the funeral of a sister-in-law, brother-in-law, spouse's grandparent and step-grandchildren. The County agrees to allow the employee 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, but not to exceed a total of five (5) days.

Section 7. 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.

Section 8. Court Leave. An employee subpoenaed as a witness to testify in connection with any matters arising out of his employment shall be granted time off for such testimony without loss of pay or benefits status. Any witness fees received by the employee resulting from this leave shall be paid back to the Employer.

Section 9. 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 and shall be entitled to receive the applicable workers' compensation benefits required by law. Medical and life insurance will be continued for the duration of the period of disability. 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. Vacations will be paid based upon the difference between workers' compensation payments and wages. Longevity and vacations shall accrue during a workers' compensation leave.

ARTICLE XXIII PERSONNEL FILES

Section 1. There shall be only one official personnel file maintained on each employee by the Employer. Under no circumstances shall an employee's medical file be contained in the employee's personnel file.

Section 2. Access to individual personnel files shall be restricted to authorized management personnel, the employee, and a designated Union Committeeperson when authorized and accompanied by the employee. Employees shall have the right upon request to review their personnel file at reasonable intervals. An employee may be accompanied by a designated Union Committeeperson if so desired. File review shall take place at the location of the personnel file and during normal working hours.

Section 3. An employee may request the Employer to correct or remove information from the employee's personnel file with which the employee disagrees. Such request shall be in writing and shall specify which record or part of record with which the employee disagrees and how the employee proposes to correct the record. The employee must provide proof that information is incorrect. The Employer shall either correct or remove such disputed information or deny the employee's request in writing.

Section 4. A copy of any disciplinary action or material related to employee performance, which is placed in the personnel file shall be provided to the employee.

Section 5. Upon employee request, records of disciplinary action shall be removed from an employee's file if the action is grieved and the grievance is settled in the

employee's favor. Written reprimands shall not be used for disciplinary action if twelve (12) months following the day of issuance no new written reprimands have been issued during such twelve (12) month period.

ARTICLE XXIV
MISCELLANEOUS

Section 1. Political Activity. No employee shall run for office against the Monroe County Prosecutor during the period of their employment in said office. Further, no employee shall engage in any other political activity or campaign for an elective office during scheduled working hours. Solicitation of signatures, contributions or nominating petitions is also prohibited during working hours. No employee shall be required to engage in the campaign for election of any candidate.

Section 2. Health and Safety. The Employer agrees to maintain proper health and safety conditions in its facilities as mandated by state, federal and local regulations.

Section 3. Physical Examinations. All persons who have been given a conditional offer of employment shall, at the Employer's request, submit to a physical examination by a doctor designated and paid for by the Employer. Such individuals shall also complete a medical data form as provided by the Employer. Refusal to submit to said physical examination, or the making of a false statement of material fact upon such medical data form, shall constitute cause for the withdrawal of the offer of employment or, if discovered after the individual's commencement of employment, discharge.

If the Employer has reason to suspect that an employee has a physical condition which may endanger the employee's health or interfere with the work of such employee or other employees, the Employer may require such employee to be examined at any time by a doctor designated and paid for by the Employer.

Section 4. Posting of Union Notices.

(a) The Employer agrees to provide bulletin board space which may be used by the Union for posting the following notices:

- (1) Notices of Union recreational and social affairs.
- (2) Notices of Union elections.
- (3) Notices of Union appointments and the results of Union elections.
- (4) Notices of Union meetings.

- (5) Other notices concerning Union affairs, which are not political or controversial in nature.

(b) The Union agrees that in no instance shall any notice be derogatory or critical of the Employer, or the Employer's officers, agents, supervisors, employees, departments or subdivisions, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

(c) All notices shall be approved by and bear the signature of the Chief Steward or Steward.

Section 5. Copies of Agreement. The Employer shall provide each employee with a copy of this Agreement.

Section 6. Name, Address, and Telephone Changes. The Employer shall be entitled to rely upon an employee's last name, address, and telephone number shown on its records for all purposes involving the employee's employment and this Agreement. The employees shall promptly notify the Employer of any change of name, address, and telephone number.

Section 7. Credit Union. The Employer agrees to make payroll deductions on behalf of employees who desire to contribute to the Monroe City/County and Municipalities Employees Credit Union. Such payroll deductions shall be in accordance with the Employer's established procedures and practices. All employees participating in this program shall be required to execute a Payroll Deduction Authorization in such form as the Employer may from time to time require.

Section 8. Smoke-Free Environment. The Employer's buildings are smoke-free. Smoking by employees in such facilities is strictly prohibited. Violations of this rule will result in disciplinary action.

Section 9. Mileage Allowances. Employees on business related travel shall be entitled to a mileage allowance in accordance with such terms, conditions and limitations as may from time to time be established for such employees by the Monroe County Board of Commissioners.

Section 10. Work Rules and Regulations. The Employer shall have the right to make, modify, enforce and rescind rules and regulations relating to employee conduct which, when published or posted, shall be observed by all employees.

Section 11. General Liability Insurance. The Employer agrees that employees 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 of the Employer's General Liability Insurance Plan without charge upon its written request.

Section 12. State Bar Dues. The Employer agrees to pay each employee's annual dues to the State Bar of Michigan. All costs related to an employee's membership or participation in any Section or Committee of the State Bar of Michigan shall be borne by each employee.

ARTICLE XXV
SCOPE OF AGREEMENT

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

Section 2. The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

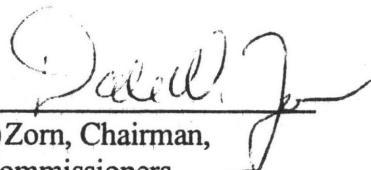
Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a Court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby.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

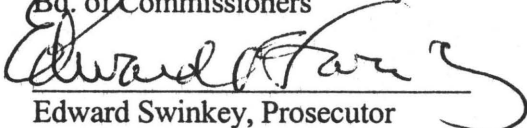
ARTICLE XXVI
DURATION

This Agreement shall be effective December 12, 2000, and shall continue in full force and effect until midnight December 31, 2004, and thereafter for successive periods of one year unless either party, on or before sixty (60) days prior to expiration, notifies the other party in writing of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement on its expiration date.

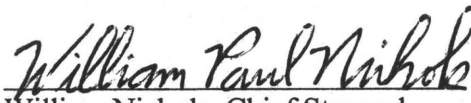
IN WITNESS WHEREOF, the parties have, by their authorized representatives, affixed their signature to this Agreement at Monroe, Michigan, this 12th day of December, 2000.

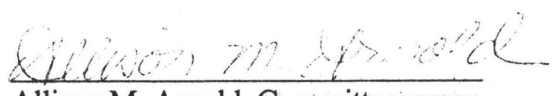
MONROE COUNTY BOARD OF
COMMISSIONERS



Dale W. Zorn, Chairman,
Bd. of Commissioners

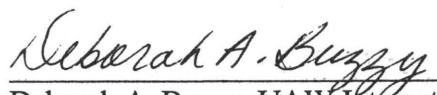

Edward Swinkey, Prosecutor


INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW),
and its LOCAL NO. 157


William Nichols, Chief Steward


Allison M. Arnold, Committeeperson


Jack F. Simms, Jr. Committeeperson


Deborah A. Buzzy, UAW International
Representative Region 1-A


Bruno Duchaine, President Local 157


Gerald Bantom, Director Region 1A

APPENDIX A

ASSISTANT PROSECUTOR II

7/01/2000 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$39,291	41,725	44,158	46,592	49,026	51,459	\$53,893	\$56,326	\$58,760

1/01/2001 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$39,291	41,725	44,158	46,592	49,026	51,459	\$53,893	\$56,326	\$58,760

1/01/2002 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$40,470	\$42,977	\$45,483	\$47,990	\$50,497	\$53,003	\$55,510	\$58,016	\$60,523

1/01/2003 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$41,684	\$44,266	\$46,848	\$49,430	\$52,012	\$54,593	\$57,175	\$59,757	\$62,339

1/01/2004 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$42,935	\$45,594	\$48,253	\$50,913	\$53,572	\$56,231	\$58,890	\$61,550	\$64,209

APPENDIX A

ASSISTANT PROSECUTOR III

7/01/2000 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$49,691	\$51,542	\$53,393	\$55,244	\$57,095	\$58,946	\$60,797	\$62,648	\$64,501

1/01/2001 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$49,691	\$51,542	\$53,393	\$55,244	\$57,095	\$58,946	\$60,797	\$62,648	\$64,501

1/01/2002 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$51,182	\$53,088	\$54,995	\$56,901	\$58,808	\$60,714	\$62,621	\$64,527	\$66,436

1/01/2003 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$52,718	\$54,681	\$56,645	\$58,608	\$60,572	\$62,535	\$64,500	\$66,463	\$68,429

1/01/2004 BASE WAGE SCHEDULE

Minimum	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year
\$54,300	\$56,321	\$58,344	\$60,366	\$62,389	\$64,411	\$66,435	\$68,457	\$70,482

APPENDIX B

MEMORANDUM OF UNDERSTANDING


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

- Sexual Harassment Policy No. 424
- Education Reimbursement Policy Dated 1-01-77, Amended 4-01-89.
- Travel Expense Reimbursement Policy No. 307
- County Facilities Closing Due To Inclement Weather and Emergencies Policy No. 702
- Lost or Damaged Property of County Employees Policy No. 88-15

Signed this 12th day of December, 2000.

MONROE COUNTY BOARD OF COMMISSIONERS


INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW),
and its LOCAL NO. 157



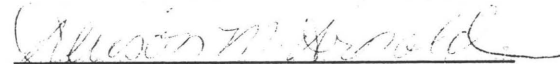
Dale W. Zorn, Chairman,
Bd. of Commissioners



Edward Swinkey, Prosecutor



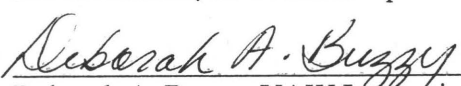
William Nichols, Chief Steward



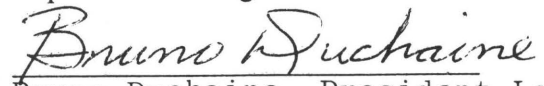
Allison M. Arnold, Committeeperson



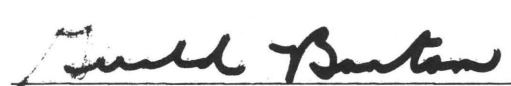
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