



AGREEMENT BETWEEN

THE

COUNTY OF MONROE,

THE MONROE COUNTY SHERIFF

AND THE

POLICE OFFICERS LABOR COUNCIL
(COMMAND OFFICERS)

JANUARY 1, 2007 THROUGH DECEMBER 31, 2011

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AGREEMENT

This AGREEMENT entered into the 28TH day of March, 2008 by and between the COUNTY OF MONROE and the SHERIFF OF MONROE COUNTY (hereinafter referred to as the "Employer"), and the POLICE OFFICERS LABOR COUNCIL, (hereinafter referred to as the "Labor Council").

ARTICLE 1 PURPOSE AND INTENT

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

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

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

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

ARTICLE 2 RECOGNITION

Section 1. The Bargaining Unit Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Labor Council as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for all regular full-time Captains, Lieutenants, and Sergeants; excluding all other employees.

Section 2. Extra Contract Agreements The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement. The Employer further agrees that it will not enter into any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which is a proper subject for collective bargaining and otherwise affects the wages, hours or working conditions of said employee(s). Any such agreements shall be null and void.

Section 3. References to Gender: All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 3
LABOR COUNCIL MEMBERSHIP

Section 1. Membership Dues or Service Fees. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit shall tender the initiation fee and become members of the Labor Council or shall pay service fees in an amount not to exceed the dues uniformly required for membership (or as otherwise provided by applicable state or federal law), on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the bargaining unit, whichever is later; and shall continue such membership or pay such service fees as a condition of continued employment.

Section 2. Check Off.

(a) Employees may have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Labor Council and the Employer), or they may pay dues or fees directly to the Labor Council.

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

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

(d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.

(e) In cases where a deduction is made that duplicates a payment that an employee already has made to the Labor Council, or where a deduction is not in conformity with the

provisions of applicable state or federal law, refunds to the employee will be made by the Labor Council.

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

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

Section 3. Failure to Comply.

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

(1) The Labor Council shall notify the employee by certified or registered mail explaining that he is delinquent in not tendering required membership dues or service fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.

(2) The Labor Council shall give a copy of the letter sent to the employee and the following written notice to the Employer at the end of thirty (30) day period set forth in Section (a), above.

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

(b) Upon receipt of such notice the Employer shall communicate the Labor Council'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 Labor Council within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Labor Council and the Employer), or he shall be terminated.

Section 4. Save Harmless. The Labor Council shall hold harmless and indemnify the Employer from any and all claims, demands, suits and any and all other forms of liability that

shall arise out of or by reason of an action taken or not taken by the Employer for the purpose of complying with this Article.

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

ARTICLE 4 REPRESENTATION

Section 1. Bargaining Committee The employees shall be represented by a Bargaining Committee of three (3) members, one of whom shall be the Chairman, who shall be elected in any manner determined by the employees. All members of the Bargaining Committee shall be seniority employees. The Bargaining Committee shall represent the employees in connection with negotiations leading to this collective bargaining agreement and any amendments, modification, renewals or replacements of this collective bargaining agreement. The Labor Council and the Employer may each have outside representatives as they may choose present in connection with meetings between them and the Bargaining Committee.

Section 2. Stewards Two (2) members of the Bargaining Committee shall also serve as Stewards for the purpose of administering this Agreement in accordance with the grievance procedure established herein. The Bargaining Committee may designate alternates to act as Stewards on shifts or in areas where no regular Steward is scheduled or available.

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

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

Section 3. Designation of Representatives Promptly following the effective date of this Agreement, the Labor Council and the Employer shall provide to each other a written list of

names and titles of their respective representatives and will, from time to time as changes occur, provide prompt notice of such changes.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The Labor Council recognizes that the management of the Employer's operations is solely a responsibility of the Employer. However, this Agreement derives its statutory basis from the Michigan Public Employment Relations Act 379, Public Acts of 1965, shall be pursuant thereof, and shall supersede any prior law, ordinance, rule or regulation to the contrary.

Included in the rights of the Employer, is the right to remove, demote, discipline and discharge for just cause only, thus giving reasonable assurance that continuity of employment is based upon performance of available work assignments, and adherence to reasonable rules of conduct, and not personal political preferences, arbitrary actions, or other unreasonable yardsticks for disciplinary considerations.

Section 2. In addition to all such rights conferred by law, the Employer reserves the right to manage its affairs efficiently and economically, including, by way of illustration but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, and the schedules of work; the right to purchase work, processes or services of others; the right to determine the selection, procurement, design, engineering and control of equipment and materials; the right to determine the discontinuance of any services, material or methods of operation; the right to determine the quantity and quality of service; the right to hire, to suspend or discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties; and to adopt, revise and enforce reasonable working rules and regulations, subject to express provisions of this Agreement as herein set forth.

ARTICLE 6 NON-DISCRIMINATION

Except as otherwise provided by state or federal law, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of age, sex, marital status, race, color, height, weight, disability, religion, national origin, political affiliation or sexual orientation.

The Employer agrees that there shall be no unlawful discrimination, interference, restraint, or coercion of employees because of Labor Council or political membership, any activity in an official capacity on behalf of the Labor Council, or for any other cause.

ARTICLE 7
STRIKES AND LOCKOUTS

Section 1. Employees shall not engage in any activity violative of Act 336, Public Acts of 1947, as amended, which provides as follows:

(a) As used in this act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the condition, or compensation, or rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

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

Section 2. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth in Section 1 above, the Labor Council shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the Employer, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

Section 3. The Employer shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth in Section 1 above, which disciplinary action may include any form of discipline up to and including discharge.

Section 4. The Employer agrees that it will not lock out any employees in the bargaining unit during the term of this Agreement.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance A grievance shall be deemed to exist only when there develops a disagreement between the Employer and one or more of the employees represented by the Labor Council as to the interpretation, application or alleged violation of specific provisions of this Agreement. No action on any matter shall be considered the subject of a grievance unless it is reduced to writing and signed by the grievant within ten (10) workdays of its occurrence.

Section 2. Settlement of Grievances All grievances shall be settled in accordance with the grievance procedure set forth below:

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

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

Step 3. In the event the grievance is not satisfactorily settled in Step 2, either party may request that the grievance be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the provisions of Section 3 herein. Notice of the request for arbitration must be indicated on the grievance report form used by the parties. Such form must also be filed in writing with the Employer and the Human Resources Director within ten (10) workdays after the date of the Step 2 answer. If the request for binding arbitration is not filed within such ten (10) workday period, the grievance will be considered closed on the basis of the Step 2 answer.

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

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

- 1) The parties may mutually agree upon an arbitrator to hear the grievance provided they do so within ten (10) workdays after the filing of request for binding arbitration as stated in Step 3 above.
- 2) If the parties are unable to mutually agree upon an arbitrator within such ten (10) workday period as stated above, then the party seeking arbitration shall within fifteen (15) workdays after filing the request for binding arbitration submit a request to the Federal Mediation and Conciliation Service for a list of arbitrators

and the arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service in effect as of the time of such request.

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

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

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

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

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

- 1) In the event a grievance is not appealed or processed from a decision in any of the Steps of the Grievance Procedure to the next step in the Grievance Procedure and within the time limits as prescribed in said step, it shall be considered closed on the basis of the last written decision on the grievance. Grievances not answered at Step 2 and beyond within the time limits will be deemed granted.
- 2) The time limits at any level of the grievance procedure may be extended by mutual agreement of the parties set forth in writing.
- 3) Any employee reinstated after discharge or disciplinary suspension shall be returned to the same job classification he held at the time of the discharge or disciplinary suspension and paid the same rate of pay, unless it is otherwise mutually agreed upon.
- 4) No claim for back wages shall exceed the amount of wages the employee would have otherwise earned at his regular rate, less any compensation he may have received from any source whatsoever during the period of time in question.

- 5) Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed.
- 6) As used in the grievance procedure, "workday" means Monday, Tuesday, Wednesday, Thursday or Friday, but excluding any such day if it is one of the holidays listed in Article 19, Section 1, or if the Employer's offices are closed for the day due to any act of God.

Section 4. Grievance Settlements. No grievance settlement shall be contrary to the provisions of this Agreement, unless such settlement is reduced to writing and approved by the Labor Council and the Employer.

ARTICLE 9 COMPENSATION

Section 1. Pay Periods. Employees will be paid biweekly. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by direct deposit only. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purposes.

Section 2. Base Pay Adjustments. The base wage rates for each classification covered under this Agreement as of January 1, 2007, January 1, 2008, January 1, 2009, January 1, 2010, and January 1, 2011, respectively, are set forth in Appendix A. 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 have their wages retroactively adjusted for the period January 1, 2007, through and including the date of ratification, in accordance with the wage schedules set forth in Appendix A. Retroactive pay shall be by separate direct deposit.

Section 3. Longevity Pay Plan.

The Employer agrees to make longevity payments for continuous service with the Employer to all employees who meet each of the following eligibility requirements:

(a) Longevity pay adjustments are to be based upon continuous service with the Employer determined as of December 1, of each calendar year;

(b) Employees with less than five (5) years of continuous service with the Employer as of December 1 of any calendar year shall receive no longevity pay;

~~(c) Employees covered by this Agreement with five (5) or more years of continuous service with the Employer as of December 1 of any calendar year shall receive longevity pay of \$125.00, plus an additional sum of \$25.00 for each additional year of continuous service in excess of five (5) years;~~

(d) Employees shall not be entitled to any longevity pay if their employment or seniority with the Employer is terminated for any reason prior to December 1 of any calendar year;

(e) If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) month period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Section 1. Work Period The normal pay cycle for employees covered by this Agreement shall be fourteen (14) days. Employees shall be scheduled for an average of forty (40) hours per week, averaged over two (2) consecutive payroll periods (a twenty-eight (28) calendar day period). Except for unavoidable circumstances, employees will not be scheduled for more than forty-eight (48) hours in any seven (7) consecutive day period within the work period.

Section 2. Shift Premium The day shift commences between the hours of 6:01 a.m. – 10:00 a.m. Employees assigned to the afternoon shift, commencing between the hours of 10:01 a.m. – 8:00 p.m., shall receive a shift premium in the amount of \$0.37/hour. Employees assigned to the midnight shift, commencing between the hours of 8:01 p.m. – 6:00 a.m., shall receive a shift premium in the amount of \$0.32/hour. All employees working the relief shift shall, for the purposes of payment of shift premium, be treated in the same manner as afternoon shift employees and will receive \$0.37/hour while working the relief shift.

Section 3. Call-In Compensation Employees called in prior to their regular shift or called back following their regular shift, shall be entitled to receive a minimum of two (2) hours pay regardless of the hours worked, but may be required to perform two (2) hours of duties if such work is available. Such call-ins or callbacks shall be authorized only by the Employer.

Section 4. Court Time When an employee is required to be present in a court or administrative hearing as part of his official duties at a time other than his normally scheduled duty hours, he shall be compensated at the rate of one and one-half (1-1/2) times his base hourly rate for the reasonable and necessary time required in such court or administrative hearing with a minimum payment of two (2) hours. In the event any employee receives a subpoena fee for such appearance, he shall promptly remit such fee to the Employer. In the event an officer is required in the line of duty to travel outside of Monroe County, the Employer reserves the right to adjust the employees schedule to accommodate his appearance while on duty. Except as otherwise required by applicable state or federal law, there shall be no wage payment for overnight stopovers, which may be required in out-of-town trips.

Section 5. Work Shift and Schedules The normal work shift for employees covered under this Agreement shall be eight (8) hours, with the exception of Supervisors in the Citizen Assistance Responders Division, whose normal work shift shall be eight and one-quarter (8 ¼) hours. The Employer shall have the right to establish the work schedule and to assign personnel as required and necessary to fulfill its duties and obligations. The Employer shall publish and post a schedule of regular work shifts thirty (30) days in advance of their becoming effective. Such posted schedule shall also designate each employee's day off. Schedule changes required by bonafide emergencies may be made by the Employer without notice in order to meet

conditions existing at any given time. All notices of less than 30 days for purposes of employee training or schooling are exempt from the provisions of this section.

Employees will be permitted to exchange days off, provided such exchanges are on a voluntary basis and do not interfere or conflict with normal operations of the Sheriff's Office, and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Employer.

On November 1st of each year the Employer will post all shift selections covering members of the bargaining unit. All employees shall make application for the shift of their preference prior to the closing of such posting. The posting will close on November 10th of each year. All employees who fail to make application pursuant to such posting will be assigned a shift by the Employer and shall have no ability to contest such assignment. On December 1st of each year, the Employer shall post the shift assignments, which will become effective at the beginning of the first full pay period subsequent to January 1st of each year. The Employer shall assign all shift selections to the particular shift, be it permanent or rotating, that the employees have requested based upon their Sheriff's Office seniority, to the extent that it will not unduly hinder the operation, control, effectiveness, and efficiency of the particular involved shift. However, any employee promoted into a job classification of this bargaining unit after the effective date of this Agreement shall use classification seniority for shift selection purposes. In the event an employee feels that he has been improperly denied a shift request he may file a grievance in accordance with Article 8 of this Agreement. However, the Employer's determination of shift selections pursuant to the provisions of this Section shall not be changed by an arbitrator unless such arbitrator finds that the Employer's determination was made in an arbitrary, capricious or discriminatory matter, or made for no reason at all. The Employer shall make every reasonable effort to assign employees to the shift selection of their preference.

Section 6. Employee Attendance Employees shall be regular in their attendance and observe their scheduled working hours established by the Employer. The Employer may install a time clock system or other time recording device for the purpose of documenting employee attendance and to insure proper payment for time worked. Arrangements for time off must be made with the employee's supervisor in advance and in accordance with the provisions under which time off is to be taken. If, for legitimate reason, an employee is unable to report to work at his scheduled starting time, the Employer or his designee must be notified prior to the starting time, unless it is physically impossible for the employee to do so. Failure to do so shall result in disciplinary action.

Section 7. Overtime. Employees shall receive time and one half (1½) their regular hourly rate of pay for all time worked in excess of the employee's eight (8) hour shift or in excess of eighty (80) hours in a two (2) week period.

Employees covered by this Agreement who are entitled to overtime under the terms of this Agreement, shall receive such payment as part of the employee's pay received on the first pay day following completion of the work period in which the extra compensation was earned. For the purposes of computing the payment of overtime compensation to entitled employees

under the terms of this Agreement, such employees will receive credit for all hours rightfully earned, including hours accredited to such employees as the result of valid sick leave, funeral leave, holiday or vacation pay. Likewise, disciplinary action resulting in loss of time will not cause this lost time to be deducted from earned overtime unless it is specifically included in the disciplinary penalty.

Section 8. Special Units The Employer shall have the right to assign employees from time to time to special units in order to meet its obligations, including those obligations arising under contractual agreements with other units of government. The duties and work schedules of employees assigned to these special units shall be determined by this Employer.

Section 9. Special Patrols The Employer shall have the right to permit off duty personnel to perform services for special units, such as the Marine Patrol. The County Board of Commissioners shall fix compensation and other terms and conditions for off duty personnel on such special patrols, which may be different than those set forth herein.

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

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

Section 11. In-Service Training All time in which an employee is required by the Employer to attend in-service training during off-duty hours shall count as hours worked for purposes of determining overtime compensation in accordance with the provisions of Section 7 of this Article. The determination of the amount of in-service training time shall be made by the Employer.

ARTICLE 11 NEW OR REVISED JOB CLASSIFICATIONS

If a new job classification is created by the Employer during the term of this Agreement resulting from new equipment or a significant change in the methods of operation, the Employer shall establish a temporary pay rate for that job classification and shall notify the Labor Council of the establishment of the new job classification and the temporary rate. If the Labor Council desires to discuss the pay rate of the new job classification, it shall so notify the Employer of same in writing within ten (10) calendar days of its receipt of notice from the Employer. If the Labor Council does not submit such written request within such ten (10) day period, the temporary rate shall become the permanent rate for the new job classification for the remaining term of this Agreement. If the Labor Council does submit such written request as above provided and no agreement is reached on the pay rate of the new job classification within sixty

(60) calendar days after the first meeting between the parties, the matter shall be processed through the grievance procedure.

ARTICLE 12 LEAVES OF ABSENCE

Section 1. Military Leave Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable federal law.

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

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

In the event a death of a member of an employee's immediate family occurs while the employee is on a scheduled vacation, the employee may terminate such vacation and request funeral leave, in which case he shall then be entitled to funeral leave benefits in accordance with this Section. To the extent that an employee takes funeral leave during a scheduled vacation, the vacation time lost shall be rescheduled at a later date.

Section 4. Family and Medical Leave. Employees covered under this Agreement are eligible to take up to twelve (12) weeks of unpaid family/medical leave within any twelve (12) month period and be restored to the same or an equivalent position upon return from leave, provided the employee has worked for the Employer for at least twelve (12) months, and 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 the 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.

The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993 (FMLA). To the extent the Act covers issues not addressed herein, the Employer shall comply with the Act.

Section 5. Personal Leave Days Full-time seniority employees shall be entitled to an annual maximum of five (5) personal leave days, with pay, to be computed at the employee's then current straight-time hourly rate, exclusive of premium of any sort whatsoever as of the day such personal leave day is taken. Except in cases of family emergency precluding notification, an employee will notify the Employer at least 72 hours prior to the day the employee wishes to take as a personal leave day. Personal leave days shall not accumulate from one yearly period to another and if not used during annual period referred to above shall be cancelled at the end of the calendar year. Thereafter employees shall have no right to take any such unused days and shall have no right to any pay for any such unused days.

Section 6. Seniority on Approved Leaves. Employees on approved leaves will accumulate seniority, except as otherwise expressly provided in this Agreement.

Section 7. Jury Duty Leave. If an employee is summoned and reports for jury duty, such jury fees received by the employee shall be turned over to the Employer. 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 turned over to the Employer.

ARTICLE 13 SENIORITY

Section 1. Probationary Period. All employees promoted into this unit or who are later promoted under the provisions of this Agreement shall serve a probationary period of six (6) months in their new job classification from the effective date of such promotion. The Employer may, at its discretion, extend this probationary period for an additional three (3) months and must notify the employee in writing that this extension has been made. The Employer may revoke the promotion of such employees who do not, in his discretion, satisfactorily complete this probationary period; however, such a decision on the part of the Employer is subject to an independent arbitrator's review under the provision of Article 8 described in this Agreement. The arbitrator must find the Employer had sufficient reason and just cause for such a revocation in order to uphold such decision. All employees who do not properly complete their probationary periods, or who desire to return to their old job classification following promotion and express such desire in writing to the Employer within six (6) months of being promoted, shall be returned to the job classification they held before being promoted.

Section 2. Definition of Seniority. Employees covered by this Agreement shall have Sheriff's Office seniority, which is defined as an employee's total service with the Sheriff's Office as a full-time regular employee computed from the employee's last date of hire, and classification seniority, which is defined as an employee's service in a job classification. Sheriff's Office seniority shall be used in determining the amount of an employee's vacation leave, sick pay, pay schedule, pension, longevity pay benefits, shift preference, job bidding and all other benefits except when determining an employee's layoff and recall rights in a job classification, where classification seniority will prevail. Only layoff and recall rights will be determined by classification seniority within a classification. Anyone promoted into a classification of this unit after January 1, 1989 shall use classification seniority for job bidding, shift preference and vacation selection purposes. Employees who terminate their employment with the Employer and who are subsequently rehired shall be treated in all respects as a new hire as of the date of rehire and shall not be entitled to any credit for seniority purposes, either Sheriff's Office or classification, or benefits of any kind based upon prior service with the Employer.

Section 3. Seniority Lists The Employer shall prepare and maintain a seniority list which will indicate the following:

- (a) The date of hire and total Sheriff's Office seniority of each employee of the bargaining unit.
- (b) The classification seniority of each employee of the bargaining unit in each job classification in which the employee has served.

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

Section 4. Termination of Seniority An employee shall have his seniority rights and his employment terminated if:

- (a) the employee resigns;
- (b) the employee retires or is retired;
- (c) the employee is discharged for just cause;
- (d) the employee is absent for three (3) consecutive work days without notifying the Employer, unless he was physically unable to give such notice or to have someone give such notice on his behalf due to emergency circumstances;
- (e) the employee falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence;

- (f) the employee fails to report for work upon termination of any leave of absence;
- (g) the employee fails to report for work from a layoff after being notified to report to work;
- (h) the employee works for another employer while on any leave of absence, unless such employment is mutually agreed to in advance.

Section 5. Seniority Exceptions Exceptions to the foregoing seniority provisions may be made by mutual agreement of the Employer and the Labor Council. Such exceptions include the following:

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

b) Transfer Out of the Unit Any employee who is transferred out of the bargaining unit covered by this Agreement, but who continues as an employee of the County Sheriff's Office, shall retain his seniority within the job classification held at the time of such transfer. If the employee vacates that position, or the Employer decides to remove that person for any reason other than termination for cause, he may exercise his seniority and return to the bargaining unit.

ARTICLE 14 LAYOFF AND RECALL

Section 1. When it is necessary to make a reduction in force, the Monroe County Sheriff will designate the job classifications so affected and the number of employees in each job classification that must be reduced. The following procedure will be used in making such reduction:

- (a) Temporary employees in the affected job classifications shall be laid off first, in any order.
- (b) Probationary employees in the affected job classification shall be laid off next, in any order.
- (c) If additional layoffs are required, seniority employees shall be laid off in order of seniority within their classification, least senior first.

Employees of the bargaining unit affected by such reduction in force will be eligible to "bump" a sworn law enforcement officer in a lower ranking job classification in the Sheriff's Office (including employees in the Deputies bargaining unit), provided the employee has more Sheriff's Office seniority and the ability and training to perform the duties of such job. (For

example, if there are nine Sergeant positions before the reduction in force, and the Employer determines that this number must be reduced to seven positions, the two Sergeants with the least classification seniority shall be reduced in rank to Deputy, provided they have more Sheriff's Office seniority than the deputies they are "bumping" and have the ability and training to perform the job.) Employees of the bargaining unit will not have "bumping" rights over non-sworn members of the Sheriff's Office.

Section 2. Recalls from layoff shall be in order of seniority, within classification, most senior first. Employees returned to their former classification shall not be required to retest for the position.

All notices of layoff and recall shall be in writing. Such notice shall be made by either personal delivery, first class mail, or certified mail (return receipt requested). If by first class or certified mail such notice shall be sent to the employee's last address of record. All employees are required to notify the Employer of their proper post office address or change of address. The Employer shall be entitled to rely upon the address shown in its records for all purposes. If an employee fails to report for work within ten (10) workdays from the date of delivery of notice of recall, he shall be considered a quit unless unable to return to work as a result of an injury.

ARTICLE 15 PROMOTIONS AND TRANSFERS

Section 1. When the Employer determines that a bargaining unit position vacancy exists such position will be posted for a period of ten (10) work days in accordance with the Sheriff's Office normal posting procedures.

The Employer will evaluate all applicants who respond to such posting in accordance with the point allocation outlined herein. The Employer shall have the right to promote either of the top two (2) candidates based on their total point accumulations as outlined in Section 2. If the Employer does not choose the candidate with the top point allocation but instead promotes the candidate with the second highest point accumulation as determined by Section 2, such candidate passed over for promotion will automatically receive the next similar position which becomes available prior to the publication of the results of the next examination that is given.

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

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

Section 2. Each candidate's total point score will be determined by the total points earned in Section 2 (a), (b), and (c) as follows:

- (a) Written Examination. All applicants for promotions must take a required written examination, which will be administered and scored by an impartial outside testing agency to be determined by the Employer. The selection of such testing agency may be grieved under the provisions of Article 8 of this Agreement. Each candidate's score will be multiplied by 0.6 (60%) to determine his point allocation for promotion evaluation purposes under this Section. Written examinations will be given once every two (2) years or as needed in the determination of the Employer. Examination for promotions will not be given more than once in a twelve month period.
- (b) Seniority. All applicants for promotion to the position of Lieutenant or Captain will receive 1.5 points for every year of Sheriff's Office seniority they have accumulated as defined in Article 13 of this Agreement, up to a maximum total of twenty (20) points. In addition, all applicants will receive one-tenth of a point (.10) for every month of classification seniority as a command officer with the Monroe County Sheriff's Office, to a maximum of 24 months, or 2.4 points.
- (c) Employer's Subjective Evaluation. The Employer shall evaluate all candidates for promotion based upon their past job performance, experience and education. The Employer will assign a point score from a minimum of zero (0) to a maximum of twenty (20) points based upon his subjective review and evaluation. The Employer shall send the subjective evaluation to the Human Resources Department prior to reviewing the written examination of a candidate. A score of ten (10) points will be considered a satisfactory evaluation. A score of below ten (10) points will only be given in instances of a review considered by the Employer to be below the standard of satisfactory. Any applicant receiving such a below satisfactory review may, by written request to the Employer or his designated representative, receive in writing the reasons for such review. Such below satisfactory review evaluations by the Employer are subject to the grievance procedure. However, if the grievance is taken to arbitration, the arbitrator shall only have the authority to change the decision of the Employer if it is demonstrated that the Employer has not reviewed the candidate's past job performance, experience, and education in a fair and impartial manner or that the Employer's evaluation was arbitrary, capricious, done in bad faith, and/or for discriminatory purposes.
- (d) Review of Scores. Each candidate shall, upon written request to the Employer or his designated representative, be entitled to review all scores he received under this Section. With the exception of review by a candidate of his own score, all evaluations under this Agreement are to be kept strictly confidential. No candidate will be allowed to review any other candidate's evaluation.

Section 3. Temporary Transfer Employees covered by this Agreement may be temporarily transferred by the Employer to fill vacancies in other job classifications both within and outside the bargaining unit in order to meet the Employer's obligation in connection with the operation of the Sheriff's Office. The employees to be temporarily transferred shall be

determined by the Employer and they shall not acquire any seniority in the job classification to which they are regularly assigned during the period of temporary transfer. If the period of temporary transfer is less than fifteen (15) continuous calendar days, the transferred employee shall keep the rate of pay for his regular job classification, but if the temporary transfer is for more than fifteen (15) continuous calendar days, the transferred employee shall receive the start rate for the job classification to which he is transferred, retroactive to the first day of such transfer.

ARTICLE 16
VACATIONS

Section 1. Each full-time employee shall earn paid vacation time as follows:

<u>From:</u>	<u>To:</u>	<u>Earned Annual Vacation Time</u>
Upon Completion of 6 months		5 days/yr
7 months	12 months	8 days/yr
13 months	48 months	10 days/yr
49 months	72 months	13 days/yr
73 months	132 months	15 days/yr
133 months	168 months	18 days/yr
169 months	228 months	20 days/yr
229 months	and over	25 days/yr

Section 2. For the purposes of determining the length of continuous service, an employee shall be credited with a full month of service if he works at least fifteen (15) days within the calendar month and is on the Employer's payroll lists for the first and last day of such calendar month.

Section 3. Employees shall be eligible for vacation benefits as of their anniversary date of hire. The determination of vacation pay benefits shall be determined for each employee as of his anniversary date and such vacation benefits as he may be entitled to receive as of that date shall be taken within the twelve (12) month period following the Employer's calendar year unless mutually agreed upon by the Employer and the Labor Council. Vacations can only be carried forward one (1) additional calendar year. Any vacation not taken within a two-year period will be forfeited, except as otherwise approved in writing by the Employer.

Section 4. Vacation schedules shall be set up by the Employer so as to permit the continued operation of the Sheriff's Office without interference with the efficiency of such operation. Employees will be given preference according to classification seniority to select available vacation periods. Vacation schedules shall be posted and after selections have been approved, they shall be final except for good cause. No special vacation pay will be made, but direct deposit slips will be issued as to the normal pay dates as they occur. Vacation pay shall be determined as of the employee's current salary at the time vacation is taken.

Section 5. In the event of an employee's death, voluntary quit, discharge for just cause, or his termination of seniority and employment for other reasons permitted by this Agreement, any unused vacation pay earned immediately preceding such termination, but not taken as of that date of termination, will be paid on his final wages on the pay period following his/her termination.

ARTICLE 17
SICK PAY & SHORT/LONG TERM DISABILITY BENEFITS

Section 1. Sick Pay Benefits

(a) All employees of the bargaining unit shall receive six (6) "sick days" annually, to be credited as of January 1st of each year. Such annual "sick days" shall not accumulate from one year to the next, but at the end of each year the employee shall receive payment at his regular hourly rate for 100% of all such unused annual "sick days". Employees may utilize such annual sick days only if the employee or someone on his behalf notifies the Sheriff's Office before he is scheduled to report to work on each day that he will be absent from work, unless it is physically impossible for such report to be made. The Employer may require a physician's certificate showing that the use of such annual sick days was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform his regular work duties. The requirement of a physician's certificate for use of such annual sick days shall not apply to absences of one or two days unless such short periods of absence are habitual with the employee. Employees must exhaust their annual "sick days" before receiving disability benefits pursuant to the provisions of this Article.

(b) On or before April 1, 2008, employees will receive payment of 75% of all unused sick days, if any, remaining in their "Frozen Sick Bank" created under earlier collective bargaining agreements. Said payment will be calculated at each affected employee's hourly rate as of January 1, 2006.

Section 2. Short/Long Term Disability Benefits

(a) All employees of the bargaining unit are covered by the Employer's short/long term disability plan. The amount of disability income benefits provided for eligible employees shall be 67% of the employee's gross basic monthly earnings, with a maximum monthly benefit of \$4,000.00 and a minimum monthly benefit of \$100.00. Such gross basic monthly earnings will be calculated based upon the number of regular scheduled hours such employee would otherwise have worked, exclusive of overtime. An employee will be eligible for disability benefits under the provisions of this Article after a waiting period of one (1) day for accidents and seven (7) calendar days for illness. An employee who continues to be disabled may draw disability benefits for up to a maximum of two (2) years or the date his retirement is first effective, whichever is first. After such two (2) year period, all benefits will cease.

(b) An employee will not be eligible for disability benefits unless he is under the care of a physician who certifies, in writing that said employee is disabled from performing his job responsibilities. Such written certification must be provided to the Human Resources Director

and must indicate what specific physical or mental limitations or restrictions disable the employee from so performing such responsibilities, and the length of time that such employee is expected to be disabled. The Employer has the unlimited right, in its sole discretion, to offer "favored work" to any employee so disabled, so long as such "favored work" is within the employee's limitations and restrictions as certified. The Employer will attempt to offer such "favored work" within the Monroe County Sheriff's Office. The Employer will make every attempt to make such "favored work" offer consistent with the employee's present shift assignment, however, it may direct the employee to perform such "favored work" assignments on another shift, if necessary. Any employee who refuses such "favored work" offer will not be eligible for disability benefits. Any employee performing such "favored work" will be compensated in accordance with Appendix "A" of this Agreement.

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

(d) Any employee who received disability benefits pursuant to this Article will continue to accrue seniority as defined in Article 13 of this Agreement for up to a maximum period of one year. If the employee continues to be disabled at the end of such one (1) year period, he shall have his seniority frozen and will receive no further employment benefits, with the exception of COBRA insurance benefits as may be available under applicable federal law and sick and short term disability benefits as provided under this Article.

Employees who are disabled beyond one (1) year will continue to be eligible to receive disability benefits pursuant to this Article for a maximum period of two (2) years or until their retirement first becomes effective, whichever is first. If the employee is unable to return to work and perform his regular job responsibilities without limitations or restrictions at the end of such two (2) year period, the employee will have his seniority terminated and receive no further benefits pursuant to this Agreement.

The Employer's obligation to provide disability benefits pursuant to this Article shall be subject to reduction by any of the following other income benefits:

1. Social security disability benefits;
2. Worker's compensation benefits;
3. Disability benefits under any "no fault" automobile reparation insurance law; and
4. Duty disability benefits provided under this collective bargaining agreement.

If the Employer so directs, any employee receiving disability benefits pursuant to this Article may be required to apply for other income benefits for which he may be eligible. Documentation of such application for, denial, and/or receipt of such benefits must be promptly provided to the Human Resources Director.

Section 3. In the event that an employee receives benefits pursuant to the provisions of this Article, and it is determined that said employee was not ill or disabled or has in any way misused such benefits and/or falsified his condition, said employee will be subject disciplinary action up to and including discharge. No employee shall engage in any gainful employment whatsoever while they are receiving disability benefits pursuant to the provisions of this Article unless they have obtained the prior written approval of the Human Resources Director. Any employee who has improperly received benefits pursuant to the provisions of this Article must, in addition to any discipline that may be imposed, reimburse the Employer for the amount of such benefits improperly received.

Section 4. No employee will be returned to employment, with the exception of “favored work” as defined in Section 2 herein, after the receipt of disability benefits pursuant to this Article, unless he has provided a physician’s certification that he is capable for resuming his job responsibilities without limitations or restrictions. Such physician’s certification must be presented, in writing, to the Human Resources Director.

ARTICLE 18 DUTY DISABILITY PAYMENT PLAN

Section 1. General. The Employer agrees to provide duty disability coverage to employees who are disabled as a direct result of an injury or illness incurred in the performance of his required duties¹ and eligible for benefits under the Michigan Workers’ Disability Compensation Act.

Eligibility for duty disability benefits will be determined in accordance with the same eligibility criteria for the receipt of benefits under the Michigan Workers' Compensation Disability Act. The Employer and the Labor Council agree to be bound by the determination of the Michigan Workers’ Compensation Bureau as to the fact of disability and eligibility for benefits, provided, however, that if the period of disability does not exceed seven (7) days, an eligible employee shall nevertheless be entitled to payments hereunder upon certification of disability as provided in Section 2 below.

Section 2. Required Medical Certifications The employee must report a work related injury or illness to his immediate supervisor as soon as possible. An employee will not be eligible for duty disability benefits unless he is medically certified to be disabled from performing any duties for the Employer. The employee may submit a certificate from his treating physician for this purpose. Such certification must indicate the specific disability and physical restrictions precluding the employee from performing his responsibilities. The

¹ For purposes of this provision, such duties shall include volunteer police activities pre-approved in writing by the Sheriff

Employer retains the right to direct any employee to be re-examined at any time by the Employer's designated physician. Such re-examination will be at the expense of the Employer. Should the determination of the Employer's designated physician conflict with that of the employee's treating physician, such conflict shall be resolved by an independent third party physician selected by the treating physician and the Employer's designated physician. The decision of the independent third party physician shall be final and binding upon the employee, the Labor Council and the Employer.

Section 3. Restricted/Light Duty Assignments If it is medically determined that the disabled employee is unable to perform his regular duties as a result of a work related injury or illness, he will be required to perform such other Sheriff's Office duties or County work outside the Sheriff's Office as he is capable of performing within such reasonable medical restrictions as may be determined in light of the nature of the disability. Duties assigned to an employee, pursuant to this provision may be different than those duties to which the employee would normally be assigned. It is understood that the Employer will make reasonable effort to place the employee in a position within the Sheriff Office before the employee will be assigned to work for Monroe County outside of the Sheriff's Office. In the event there is not an available position within the Sheriff's Office to accommodate the employee's reasonable medical restrictions, the Human Resources Department will be responsible for re-assigning the employee to an appropriate available position elsewhere within the County.

The employee's treating physician shall initially determine what, if any, restrictions may exist with respect to an employee's activities. However, the Employer may, at its expense, have the employee examined by the Employer's designated physician for the purpose of determining whether the employee is able to perform other duties within the Sheriff's Office or County and, if so, what restrictions are applicable. In the event there is a disagreement between the employee's treating physician and the Employer's designated physician as to whether there are duties that may be performed by the employee, or the restrictions under which he is to perform such duties, it shall be resolved by an independent third party physician selected by the treating physician and the Employer's designated physician. The decision of the independent third party physician shall be binding upon the employee, the Labor Council and the Employer. The Employer retains the unlimited right to direct any employee who is assigned to light/restricted duty, to be re-examined at any time by the Employer's designated physician. Such re-examination will be at the expense of the Employer. Should the determination of the Employer's designated physician, as to the extent of the restrictions or limitations of such employee conflict with that of the employee's treating physician, such conflict shall be resolved in accordance with the provisions set forth above.

If an employee is assigned to work as above provided, the employee shall be paid at the regular and normal rate of pay of his regular job classification.

Section 4. Duty Disability Payments. Employees who are completely disabled, and thereby unable to perform a restricted/light duty assignment as above provided, shall be paid the difference between their bi-weekly net wages for eighty (80) hours and their net bi-weekly workers' compensation benefits. An employee's net bi-weekly income shall be based upon his rate of pay and income tax and deduction status as of the last full pay period preceding the date

of disability. Duty disability direct deposit will be paid on the employee's regular pay day. While on duty disability an employee shall receive benefits or benefit accrual as follows:

- (a) Seniority. An employee on duty disability shall accumulate seniority for the duration of the disability or for a maximum of two (2) consecutive years, whichever is less.
- (b) Vacation. An employee on duty disability hereunder shall receive vacation accrual.
- (c) Holidays. Employees receiving duty disability benefits hereunder shall receive no holiday pay.
- (d) Longevity Pay. An employee on duty disability shall be credited for all time on duty disability for purposes of longevity pay as if he had been on duty, not to exceed a maximum of two (2) consecutive years.
- (e) Medical, Hospital, and Life Insurance. The Employer will continue the medical, hospital, and life insurance plans for an employee on duty disability for a maximum of two (2) consecutive years of absence. If the employee retires or is retired at the end of such two (2) year period, the Employer will provide at its expense the retiree insurance benefits in effect for retirees at the time of such retirement.
- (f) Pension. An employee on duty disability will be credited for all time on duty disability for pension credit purposes and shall be subject to deduction from duty disability pay for pension contribution, if any.

Section 5. Social Security Disability Benefits In the event an employee remains completely disabled for the period of one (1) year, such employee shall promptly make application for social security disability benefits. The employee shall furnish proof to the Employer of such application and shall keep the Employer informed at all times as to the status of such claim. In the event the disabled employee is awarded social security disability benefits, the County's liability for duty disability payments under this duty disability plan shall be the difference between the sum of weekly workers' disability compensation benefits received by the disabled employee and social security disability benefits, computed upon a weekly basis at the rate of four and one-third (4 1/3) weeks per month, and the disabled employee's net weekly take-home pay as computed above. In no case will the weekly take-home pay be less than what the officer would have received based on a 2080 hour work year.

~~Section 6. Duty Disability Retirement If, during the course of employment, an employee becomes totally and permanently incapacitated, the employee, or the Employer on the employee's behalf, shall apply for a duty disability retirement from the Monroe County Employees' Retirement System, in accordance with and subject to the terms, conditions, limitation and restrictions therein provided.~~

An employee shall remain on duty disability retirement subject to the re-examination

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

Section 7. Termination of Duty Disability Benefits Duty disability benefits shall terminate upon the earlier of:

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

ARTICLE 19 HOLIDAYS

Section 1. Full-time employees who meet all of the eligibility rules set forth in this Article shall be eligible for holiday pay on the following holidays:

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

Section 2. Employees shall be entitled to holiday pay provided they meet all of the following eligibility rules:

- (a) The employee must work the last scheduled workday before and the next scheduled workday after the holiday or the day of observance of the holiday, unless he has an excused absence or is on vacation.
- (b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

Section 3. Holiday Pay All employees covered by this Agreement will receive their regular hourly pay on the above named holidays when not working and their regular hourly pay, plus time and one-half on the above named holidays when working. For those employees assigned to twenty-four (24) hour, seven (7) day per week operations, Christmas Eve, Christmas, New Year's Eve and New Year's day shall be observed on the actual holiday.

Notwithstanding any other provision of this Agreement, the Employer shall have the absolute right to determine the number of employees for each job classification who will be required to work on a holiday. However, the Employer may require employees working in non-essential positions to take the day off. The Employer will fill the holiday work assignment by choosing from volunteers, starting with the employee with the highest seniority. If there are no volunteers or an insufficient number of employees volunteer to work, the Employer will fill the holiday assignments in accordance with the employee's classification seniority, starting with the employee with the lowest seniority.

ARTICLE 20 ACCIDENTS AND REPORTS

Section 1. Any employee involved in any accident during his working hours or relating to his employment shall submit a written accident report to the Human Resources Department as soon as possible, but in all events not later than the employee's next regularly scheduled work day. Such report shall set forth the nature of the accident, the physical injury (if any) the employee has sustained, the names of witnesses to the accident and such other details as may be reasonably requested by the Employer. Failure to comply with these provisions shall subject such employee to disciplinary action by the Employer.

Section 2. Employees shall report as soon as possible, but in any event not later than the end of their work shifts, all defects known to them in connection with any equipment they have used during the work shift. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies with one copy to be retained by the employee. The Employer shall have the defect inspected by a competent person before requesting any employee to use equipment that has been reported in an unsafe operating condition.

ARTICLE 21 DISCIPLINE AND DISCHARGE

Section 1. The Employer may from time to time make, modify and enforce policies, rules and regulations relating to the conduct, maintenance of order, safety and discipline among employees, together with disciplinary penalties for their violation. Any employee who violates

such Sheriff's Office policy, rule or regulation or any provision of this Agreement may be subject to discipline up to and including discharge. All such discipline will only be imposed for just cause and is subject to the provisions of Article 8 of this Agreement. When discipline is imposed upon an employee, he will be given a written statement by the Employer setting forth the discipline, and the reasons why such discipline is being imposed, and the policy, rule and regulation or provision of this Agreement the employee has violated. Any employee who is discharged from his employment with the Employer may immediately file a grievance starting at Step 3 of Section 2 of Article 8 herein. The parties agree to do everything possible to expedite the processing and arbitration of grievances involving the discharge of an employee.

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

ARTICLE 22 INSURANCE

Section 1. Health Care Benefits.

(a) From the date of ratification of this Agreement by both parties through and including March 31, 2008, there shall be no changes in employees' health care benefit plans. Thirty days (30) prior to open enrollment, the Employer will provide the next calendar year illustrated premium rates for each insurance plan to the union.

(b) Effective April 1, 2008, the Employer agrees to provide each regular, full-time seniority employee (and his eligible dependents*), a choice of coverage under one of the following health insurance plans:

- 1) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan, with Rx generic mandate \$10 co-pay and brand name \$40 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$80 co-pay. Commencing April 1, 2008, and for the balance of that calendar year, employees shall pay 7% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar year 2009, employees shall pay 7% of the illustrated premium cost of such benefits and the Employer shall pay the balance. For calendar years 2010 and 2011, employees shall pay 10% of the illustrated premium cost of such benefits and the Employer shall pay the balance;
- 2) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay and brand name \$40 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx

generic mandate \$20 co-pay and brand name \$80 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, and family);

- 3) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay and brand name \$40 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$80 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, and family); or
- 4) Coalition of Public Safety Employees Health (C.O.P.S) Trust Plan with Rx generic mandate \$10 co-pay and brand name \$20 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Section 1 (b) (1) above for the same level of benefit (i.e., single, two person, and family.)

(c) All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing, and other provisions of the plans. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through pre-tax automatic payroll deduction.

(d) 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.

(e) Except as otherwise provided under the Family and Medical Leave Act, when on an authorized leave of absence of more than two weeks, the employee will be responsible for paying all benefit costs for the period he is not on the active payroll. 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.

(f) Except as otherwise provided under this Agreement and/or 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.

(g) 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.

(h) 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 and conditions are equal to or better than the benefits and conditions outlined above.

(i) 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. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage.

(j) Each employee is responsible for notifying the Human Resources Department of any change in his status, which might affect his insurance coverage or benefits, such as, marriage, divorce, births, adoptions, deaths, etc.

Section 2. In the event an employee is killed in the line of duty, insurance coverage shall be provided to said employee's spouse until the time that he shall remarry or secure insurance coverage from another source, and to said employee's dependent children until the time they reach the age of nineteen (19) years or insurance coverage is available from another source.

Section 3. Voluntary Waiver of Health Care Coverage.

A. Total Waiver of Health Care Coverage

(i) Any employee who can secure health care benefits from another source other than the County of Monroe and desires to waive all coverage for himself, his spouse, and dependents under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

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

(iii) An employee who has waived all coverage under the County's Health Care Benefits Plan as provided in this Agreement and who expressly waives, in writing, all rights to any other health care benefits coverage paid for by the County of Monroe, will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. By way of illustration, but not by way of limitation, an employee who waives health care

benefits coverage as herein provided and receives the \$1,000 voluntary payment shall not be eligible to receive health care benefits from a spouse employed by the County of Monroe. 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.

(iv) An employee who has waived coverage as hereinabove provided may apply to have such coverage reinstated, 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 or designee. The County Administrator or designee 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, his spouse and dependents is once again covered under the County's Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

B. Waiver of Coverage for Employee's Spouse and Children Only

(i) Any employee whose spouse can secure health care benefits from a source other than the County of Monroe for the spouse and the employee's dependents and desires to retain coverage under the County's plan but waive all coverage for his spouse and/or dependents under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee's spouse and/or dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage for his spouse under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$500.00 per year, payable in the second pay period in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500.00 payment.

(iv) An employee who has waived all coverage for his spouse and dependents under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$600.00 per year, payable in the second pay period in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$600.00 payment.

(v) An employee who has waived health care benefits coverage under the Employer's plan for his spouse and/or dependents may apply to have such benefits reinstated, provided he demonstrates that his spouse can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee 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's spouse and dependents are once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 4. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time employee (and his eligible dependents*) dental benefit coverage under one of the following plans:

- 1) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement;
- 2) the *Coalition of Public Safety Employees Health (C.O.P.S.) Trust Dental Plan; or
- 3) other plans designated by the Employer which provide equal or better coverage.

Coverage under the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Employees who select the C.O.P.S. Trust Dental Plan shall pay the difference between the monthly premium cost of the C.O.P.S. Trust Dental Plan and the monthly premium cost of the Employer's Dental Plan currently in effect.

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

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

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

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

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

Section 5. Vision Care Benefits.

(a) The Employer shall provide each regular, full-time employee (and his eligible dependents*) vision care benefits coverage under one of the following plans:

1. the Blue Cross/Blue Shield of Michigan Vision A-80 Plan;
2. the Coalition of Public Safety Employees Health Trust Vision Plan (C.O.P.S),
or
3. other plans designated by the Employer which provide equal or better coverage.

Employees who select vision coverage with the Coalition of Public Safety Employees Health Trust Vision Plan shall pay the difference between the monthly premium cost of the C.O.P.S. vision plan and the premium cost of the Blue Cross/Blue Shield of Michigan Vision A-80 Plan or any other vision plan designated by the Employer.

Coverage under the foregoing plans shall be subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in said plans.

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

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

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

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

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

Section 6. Term Life and Accidental Death and Dismemberment Benefits.

(a) The Employer shall provide each regular, full-time employee term life insurance and accidental death and dismemberment benefits in the amount of \$50,000.

Life and AD&D benefits will be reduced by 35% at age 65, 55% at age 70, and 70% at age 75.

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

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

(d) An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of 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.

*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.

- (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.

ARTICLE 23
RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan.

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

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 50 or older with 25 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire on or after the date this Agreement is ratified by both parties shall be two and one-half (2.5%) percent of the employee's final average compensation multiplied by his years of credited service, not to exceed seventy-five percent (75%) of final average compensation. (Employees who retire on or after January 1, 2009, shall receive a pension multiplier of 2.75%.) Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of his credited service producing the highest average compensation contained within the period of 120 months of his credited service immediately preceding the date his employment with the Employer last terminates. Effective January 1, 2008, employees will be required to contribute 1.53% of their bi-weekly base pay toward the cost of their pension.

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

Section 2. Retiree Health Care Plan.

A. General. All regular full time seniority employees shall be eligible for retiree health care benefits as provided in paragraph B below. The spouse and eligible dependents of such employees shall be eligible for retiree health care benefits as provided in paragraph C below. The retiree's contribution to the cost of coverage for himself and/or spouse and eligible dependents shall be payable on a monthly basis through pre-tax automatic deduction from the retiree's pension benefit. Except as otherwise provided in subparagraph (C) (i.e. Spousal and Dependent Coverage) below, such coverage shall be provided to the retiree only.

Except as provided below, all coverage shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing and other provisions of the plans.

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

To be eligible for health care benefits as provided below, 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. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage.

B) Retiree Coverage.

- 1) Pre-Medicare: The Employer shall make available to employees who separate from employment for purposes of retirement under the Monroe County Employees Retirement System Ordinance and are entitled to receive benefits under the Ordinance, but not eligible for Medicare benefits, a choice of coverage under one of the following health insurance plans:
 - (a) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan with Rx generic mandate \$10 co-pay and brand name \$40 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$80 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement;
 - (b) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay and brand name \$40 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$80 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement;
 - (c) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay and brand name \$40 co-pay; and mandatory purchase of all maintenance drugs through

mail order with Rx generic mandate \$20 co-pay and brand name \$80 co-pay. Retirees shall be required to make the same contribution to the illustrated premium (in absolute dollars and cents, not percentage of illustrated premium) that employees were required to pay for coverage under this plan at the time of the retiree's retirement; or

- (d) Coalition of Public Safety Employees Health (C.O.P.S) Trust Plan with Rx generic mandate \$10 co-pay and brand name \$20 co-pay. Employees shall pay the difference between the cost of this coverage and the amount of the Employer's contribution for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan as described under Article 23, Section 2 (B) (1) (a) above for the same level of benefit (i.e., single, two person, and family.)

- 2) Medicare: Retiree's must enroll in the Part B Medicare program commencing on the date they first become eligible to participate in the program. Retirees shall be responsible for the cost of such coverage.

The Employer shall make available to retirees, who (a) separate from employment with the County of Monroe for purposes of retirement under the Monroe County Employees Retirement Ordinance and are entitled to receive benefits under the Ordinance, and (b) are properly enrolled in the Part B Medicare Program as above provided, the Blue Cross/Blue Shield of Michigan Medicare Supplemental 2 + 1 Plan (with Rx generic mandate \$10 co-pay and brand name \$40 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$80 co-pay.) The retirees shall make a contribution to the cost of such benefits in an amount equal to the difference between the Employer's contribution for Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan at the time of the retiree's retirement and the cost of the Blue Cross/Blue Shield of Michigan Medicare Supplemental 2 + 1 Plan; provided, however, the retirees contribution to the cost of coverage (in absolute dollars and cents, not percentage of illustrated premium) shall not exceed the amount that employees were required to pay for coverage under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan at the time of the retiree's retirement.

~~C. Spousal and Dependent Coverage~~ The spouse and *eligible dependents of an employee at the time of his retirement 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. Upon payment of the required contribution to premium by the retiree, retiree's spouse and/or dependent child(ren), the Employer shall pay 50% of the remaining part 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 2.94% of such remaining part of the illustrated

premiums for each year of the retiree's credited service in excess of eight (8) years of credited service, not to exceed a total of twenty-five (25) years credited service or 100% of the applicable illustrated premium not covered by retiree contribution.

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.

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 hired prior to December 11, 2001, are not required to contribute to the Retiree Health Care Fund. All employees entering this bargaining unit who are hired by the Employer on or after December 11, 2001, shall contribute 3.0% of their bi-weekly base pay to the Retiree Health Care Fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and *eligible dependents. If the employee quits or leaves 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.

ARTICLE 24 GENERAL

Section 1. Uniforms. The Employer shall designate all employees within the bargaining unit who are required to wear uniforms. Uniforms required to be worn by employees shall be

provided by the Employer. Any employee needing any repair or replacement of such required uniforms, or requesting for any reason additional uniform allocation, shall make such request to the Employer's designated representative.

Section 2. Civilian Clothing Allowance. Effective with calendar year 2008, each full-time seniority employee who is required to wear civilian clothing and who is on the payroll as of January 1st of the current year will be provided an annual clothing allowance in the amount of \$650.00 on March 15th of that year. Employees who have not obtained seniority or who are on long-term disability are not eligible for this clothing allowance.

Section 3. Cleaning of Clothing. The Employer agrees to pay for reasonable and necessary cleaning of clothing for all employees covered by this Agreement. The payment for cleaning may be by contract entered into by the Employer with a cleaning firm of its choice or by direct reimbursement to the employee. The Employer may establish reasonable rules in connection with cleaning, such as frequency of cleaning, procedures in connection with arrangements for cleaning, etc.

Section 4. General Liability Insurance. The Employer agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability Insurance Plan but in no event less than a minimum amount of \$500,000 for one person and \$1,000,000 for one occurrence, 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 Labor Council shall be provided with a copy of the Employers General Liability Insurance Plan without charge upon its written request.

Section 5. Bond. The Employer agrees to pay the cost for all bonds required by employees as a matter of law.

Section 6. Examinations. The Employer reserves the right to require each new hire to pass an appropriate medical examination at the Employer's expense as a condition of hire. Prospective employees who do not take the required examination or who fail the required examination will not be hired. The Employer reserves the right to have each employee examined in connection with any condition which may affect his ability to properly perform his duties. Such examination shall be conducted by persons selected by the Employer at the expense of the Employer. Results of any such examinations shall be filed with the Human Resources Director.

Section 7. Lost or Damaged Property. In the event an employee covered by this Agreement shall, in the line of duty during scheduled work hours, lose an article of personal property or have such an article of personal property damaged, the Employer agrees to repair or replace such item of personal property. Repair shall be made when the item or personal property can be restored to a usable state. If replacement is required, the item shall be replaced with an item of comparable value. Repair or replacement of personal property that is lost or damaged in accordance with this Section, shall be required only when the personal property is of the type which is required to be in the possession of the employee and if the employee makes note of the loss or damage in his official report relative to the duty matter resulting in the loss or damage. In

the case of damaged items of personal property which cannot be repaired, the damaged item will be turned into the Human Resources Department prior to replacement and within sixty (60) days.

Section 8. Equipment. The Employer will designate the equipment required to be used by employees covered by this Agreement, including firearms. Each employee who is issued equipment may be required to acknowledge receipt of same in writing. Employees shall be responsible for the proper care and maintenance of such equipment in their possession. Lost or damaged equipment shall be charged to the responsible employee if due to neglect or careless use, which determination may be subject to the grievance procedure. Whenever the Employer elects to eliminate equipment that involves the safety of the officers within the bargaining unit, the Labor Council has the right to the grievance procedure.

Section 9. Gun Proficiency Allowance. Effective with calendar year 2008, the Employer will pay \$500.00, less the required state and federal income tax withholding, if any, to each employee once per year for qualifying with their weapon. The amount shall be paid on the first pay period during the month of October. In order to receive the annual gun proficiency allowance the qualifying score is: PASS.

ARTICLE 25 SCOPE OF AGREEMENT

Section 1. This Agreement includes all of the provisions of the Agreement between the parties in connection with wages, hours, and other terms and conditions of employment and revokes all and every previous Agreement, practice, privilege, and benefit relating to the employees or any one or more of them covered by this Agreement, which were in effect prior to the execution hereof.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and that there are no other Agreements, either oral or written, express or implied, covering the relationship of the parties. Each party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever, either covered in this Agreement or not, or whether such subject matter was or was not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

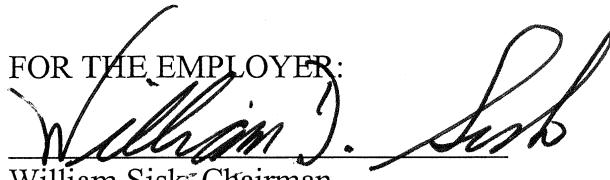
Section 3. In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE 26
DURATION OF AGREEMENT

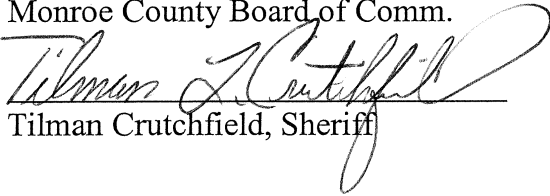
Section 1. This Agreement shall become effective as of March 11, 2008, and shall remain in full force and effect until 11:59 P.M., December 31, 2011 and for successive yearly periods thereafter, unless notice is given in writing by either the Labor Council or the Employer to the other party at least sixty (60) days prior to December 31, 2011, or any anniversary date thereof, of its desire to amend, modify, or terminate the Agreement. If such notice is given, this Agreement shall be open to amendment, modification, or termination as such notice may indicate on January 1, 2012, or the subsequent anniversary date, as the case may be.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed and effective upon this 28th day of March, 2008.

FOR THE EMPLOYER:

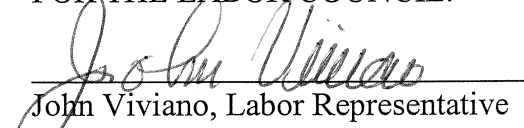


William Sisk, Chairman
Monroe County Board of Comm.

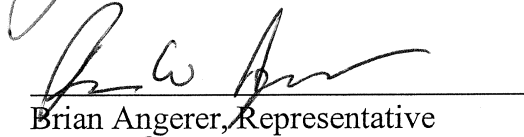


Tilman Crutchfield, Sheriff

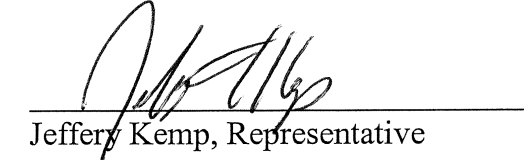
FOR THE LABOR COUNCIL:




John Viviano, Labor Representative



Brian Angerer, Representative



Jeffery Kemp, Representative



Timothy Garbo, Representative

APPENDIX A
BASE WAGE SCHEDULE

Effective January 1, 2007 - December 31, 2007

Captain	Annual Salary	\$72,321.60
	Hourly Rate	\$34.77
Lieutenant	Annual Salary	\$66,934.40
	Hourly Rate	\$32.18
Sergeant	Annual Salary	\$61,568.00
	Hourly Rate	\$29.60

Effective January 1, 2008 - December 31, 2008

Captain	Annual Salary	\$74,491.25
	Hourly Rate	\$35.81
Lieutenant	Annual Salary	\$68,942.43
	Hourly Rate	\$33.15
Sergeant	Annual Salary	\$63,415.04
	Hourly Rate	\$30.49

Effective January 1, 2009 - December 31, 2009

Captain	Annual Salary	\$76,725.99
	Hourly Rate	\$36.89
Lieutenant	Annual Salary	\$71,010.70
	Hourly Rate	\$34.14
Sergeant	Annual Salary	\$65,317.49
	Hourly Rate	\$31.40

Effective January 1, 2010 - December 31, 2010

Captain	Annual Salary	\$79,027.77
	Hourly Rate	\$37.99
Lieutenant	Annual Salary	\$73,141.03
	Hourly Rate	\$35.16
Sergeant	Annual Salary	\$67,277.02
	Hourly Rate	\$32.34

APPENDIX A
BASE WAGE SCHEDULE (CONTINUED)

Effective January 1, 2011 - December 31, 2011

Captain	Annual Salary	\$81,398.60
	Hourly Rate	\$39.13
Lieutenant	Annual Salary	\$75,335.26
	Hourly Rate	\$36.22
Sergeant	Annual Salary	\$ 69,305.60
	Hourly Rate	\$33.32