



AGREEMENT BETWEEN
THE COUNTY OF MONROE
AND THE
SHERIFF OF MONROE COUNTY
AND THE
COMMAND OFFICERS ASSOCIATION OF MICHIGAN
(CORRECTIONAL SUPERVISORS)

JUNE 1, 2021 THROUGH DECEMBER 31, 2024

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AGREEMENT

This AGREEMENT entered into on the 1st of June, 2021, by and between the COUNTY OF MONROE and the SHERIFF OF MONROE COUNTY (hereinafter collectively referred to as the "Employer"), and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN, ("Union").

PURPOSE AND INTENT

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

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

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

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

ARTICLE 1 RECOGNITION

Section 1.1. The Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for all regular full-time Correctional Supervisors, excluding all Corrections Officers and all other employees of the Employer.

Section 1.2. Definitions.

- (a) Full-time Employee: A full-time employee shall be defined as an employee who works a normal schedule of at least eighty (80) hours each two week pay period as provided in Section 14.1 of this Agreement.
- (b) Temporary Employee: A temporary employee shall be defined as an employee who is employed by the Employer for a period of limited duration. Temporary employees shall not be permitted to work beyond ninety (90) calendar days in any six (6) month period unless that temporary employee is replacing a regular employee who is on an approved leave. A temporary employee is not subject to the terms of this Agreement.
- (c) References to Gender: All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 2
RIGHT TO WORK

Section 2.1 Right to Work. Each employee shall have the right to join, or not to join, the Union as he individually prefers, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual employee.

Section 2.2 Voluntary Dues Deductions. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer will honor written voluntary individual membership dues deduction authorizations of employees.

A copy of the Dues Deduction Authorization Form for each employee for whom the Union membership dues are to be deducted hereunder, shall be delivered by the employee to the Employer before any payroll deductions shall be made. Deductions shall be made only under the Dues Deduction 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 employee by the Employer.

Each dues deduction authorization will be limited to deduction of regular monthly basic dues. The Union shall certify to the Employer in writing the amount of each member's regularly monthly dues. All properly executed Dues Deduction Authorization Forms shall become effective at the time the application is tendered to the Employer. If received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, deductions shall be deducted from the first (1st) pay of such month and monthly thereafter, and will remain in effect (i) for a specified time in accordance with law, or (ii) until the Employer receives written notification that the employee has cancelled the authorization, or (iii) until an employee's active employment in a covered classification is terminated. It is understood that such dues deduction authorization shall not compel any employee to join or remain a member of the Union. Should this Agreement be terminated for any reason, the employee's dues deductions authorization form will be automatically cancelled.

All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Dues Deduction Authorization during the previous month. Employees may terminate their Dues Deduction Authorization at any time by serving written notice thereof to the Employer.

Once any funds are remitted to the Union by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Union. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the Union or applicable state or federal law, refunds to the employee shall be made by the Union to the employee.

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

Section 2.3. Hold Harmless. The Union shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 3 MANAGEMENT RIGHTS

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

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

Section 3.2. In addition to all such rights conferred by law, the Employer reserves the right to manage its affairs efficiently and economically, including, but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of equipment and materials, the discontinuance of any services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend or discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations, subject to express provisions of this Agreement as herein set forth.

ARTICLE 4 NON-DISCRIMINATION

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

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

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

ARTICLE 5 REPRESENTATION

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

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

Section 5.3. Steward's Authority. The authority of a Steward and alternates, so designated by the Union, shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the grievance procedure set forth in this Agreement.

Section 5.4. Steward's Grievance Investigation. Stewards, during working hours, without loss of time or pay, may, in accordance with the terms of this Section, investigate legitimate grievances in accordance with the grievance procedure set forth in this Agreement and present such grievances in the manner provided herein. An employee who wishes to discuss a grievance with his Steward shall notify his supervisor and the supervisor shall notify the Steward's supervisor that his presence is required. The Steward shall not leave his assigned work until his supervisor has notified him that his presence is required in connection with the handling of a grievance. Permission to leave work for purposes of investigating a grievance shall not be unreasonably withheld, but to the extent possible grievance investigation shall take place at the beginning or end of the shift. The Steward shall be permitted a reasonable time to investigate, present and process such grievances. The Steward shall record the time of leaving and returning to work in connection with this Section with his supervisor. The rights granted under this Section shall not be abused. In the event an employee is suspended or discharged, the Employer will make available his steward, or alternate, before requiring the employee to leave the premises, provided such Steward is on duty and available.

Section 5.5. Designation of Representatives. Promptly following the effective date of this Agreement, the Union and the Employer shall provide to each other a written list of names and titles of their respective representatives and will, from time to time as changes occur, provide prompt notice of such changes.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be deemed to exist only when there develops a disagreement between the Employer and one or more of the employees represented by the Union as to the interpretation, application or alleged violation of specific provisions of this Agreement. No action on any matter shall be considered the subject of a grievance unless it is reduced to writing and signed by the grievant within ten (10) workdays of its occurrence.

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

Step 1-Verbal Step. Any employee having a grievance shall first take up the matter with the Assistant Jail Administrator. If the grievance is not settled in discussion with the Assistant Jail Administrator, it shall be discussed with the Jail Administrator or designee.

Step 2- First Written Step. If the grievance is not settled in Step 1, it shall be reduced to writing, signed by the grievant, and submitted to the Jail Administrator within ten (10) work days of the occurrence given rise to the grievance. If a grievance relates to a matter affecting several employees in a like manner, it may be signed by one affected employee and by mutual agreement may be moved automatically to Step 3. The written grievance shall be discussed between the grievant and the Jail Administrator (or designee), within ten (10) work days of receipt of the grievance. The grievant's Steward shall be present during such meeting. The Jail Administrator shall give his written decision on the grievance within the next ten (10) work days following this Step 2 discussion.

Step 3-Second Written Step. In the event the grievance is not settled at Step 2, the Union may request a meeting to be held between the Union's Representative, Human Resources Director, the Sheriff, the Jail Administrator, and if desired, the grievant, the Union's Business Agent and the Employer's Labor Attorney. Such request shall be made in writing to the Human Resources Director by the Union's Representative, or his designated representative, within ten (10) work days after receipt of the Step 2 answer. The Human Resources Director, or his designated representative, shall give his written decision on the grievance within ten (10) work days following the termination of the Step 3 meeting.

Step 4- Arbitration In the event the grievance is not satisfactorily settled in Step 3, either party may request that the grievance be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the provisions of Section 6.3 herein. Notice of such request for arbitration must be indicated on the grievance report form as used by the parties as well as filed in writing with the Jail Administrator and the Human Resources Director within ten (10) work days after the date of the Step 3 answer. If such request for binding arbitration is not made within such ten (10) workday period, the grievance will be considered closed on the basis of the Step 3 answer.

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

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

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

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

(c) The arbitrator's fees and expenses shall be shared equally by the parties. Each party shall be responsible for their own expenses, if any, in connection with the arbitration proceedings.

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

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

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

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

Employer will be allowed a set-off for all other sources of income, including, but not limited to, unemployment compensation, etc.

5. Special meetings to discuss areas of mutual concern and/or possibly dispose of emergency problems or grievances may be held whenever mutually agreed.
6. As used in the grievance procedure, "workday" means Monday, Tuesday, Wednesday, Thursday or Friday, but excluding any such day if it is one of the holidays listed in Article 15.

Section 6.4. Grievance Settlements. Neither the Employer nor the Union, or any of their representatives, can settle a grievance on any basis contrary to the provisions of this Agreement, unless such settlement is reduced to writing and ratified or approved by the employees in the unit and by the Monroe County Board of Commissioners or their designated representatives. Any grievance settlement reached contrary to the provisions of this Agreement shall be null and void and shall be returned to the point in the grievance procedure where such improper settlement was made for the purpose of processing the grievance through the grievance procedure in the proper manner.

ARTICLE 7 RIGHTS AND RESPONSIBILITIES

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

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

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

Section 7.2. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth in Section 7.1 above, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the Employer, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

Section 7.3. The Employer shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth in

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

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

Section 7.5. Extra Contract Agreements. The Employer and the Union agree not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 7.6. Rules and Regulations. The Union recognizes the right of the Employer to make reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and to require compliance therewith by the employees. The Employer may also make rules and regulations in accordance with its statutory authority. The Union reserves the right to question the reasonableness of the rules or regulations through the grievance procedure and through the arbitration procedure hereinafter provided.

ARTICLE 8 DISCIPLINE AND DISCHARGE

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

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

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

an employee has had a discussion with his superior in regards to his work performance. Every discussion an employee may have with his superior will not necessarily result in a written counseling notice.

Section 8.4. Excessive Absenteeism/Disciplinary Procedure. Unauthorized or excessive absences will result in disciplinary action, up to and including termination. Excluding absences for work-related injuries, paid vacation, paid jury duty leave, paid funeral leave, paid personal leave time, union leaves, absences excused by a physician for non-duty disability leave, or those absences compensable under Article 17, Section 17.4. Family and Medical Leave, excessive absenteeism will result in the following discipline:

- 1st Notice of Rule Violation - Verbal warning (This warning shall be documented in writing and will drop off after (1) year from the date of the violation.)
- 2nd Notice of Rule Violation – Written warning (This warning will remain in place for two (2) years from the date of the violation.)
- 3rd Notice of Rule Violation - Last Chance Agreement (This Agreement shall remain in place for two (2) years from the date of the violation.)
- 4th Notice of Rule Violation - Termination.

ARTICLE 9 SENIORITY

Section 9.1. Definition of Seniority. All newly hired employees shall have a probationary period of one (1) year. Upon completion of one (1) year's service the employee shall be placed upon the seniority list as of his last date of hire in the bargaining unit. Employees who terminate their employment with the Employer and are subsequently rehired shall be treated in all respects as a new hire as of the date of rehire and shall not be entitled to any credit for seniority purposes or benefits of any kind based upon prior service with the Employer.

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

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

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

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

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

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

- (a) the employee quits;
- (b) the employee retires or is retired;
- (c) the employee is discharged for just cause;
- (d) the employee is absent for three (3) consecutive work days without notifying the Employer, unless he was physically unable to give such notice or to have someone to give such notice on his behalf or due to other emergency circumstances;
- (e) the employee is absent for three (3) consecutive working days without a reason satisfactory to the Employer for such absence;
- (f) the employee falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence;
- (g) the employee fails to report for work upon termination of any leave of absence;
- (h) the employee fails to report for work from a layoff after being notified to report to work;
- (i) the employee is laid off for a period of twelve (12) consecutive months;
- (j) the employee works for another Employer while on any leave of absence, unless such employment is mutually agreed to in advance.
- (k) the employee is on a disability leave of absence for a period of more than two (2) years.

Section 9.4. Preferred Seniority. Stewards elected pursuant to the terms of this Agreement shall head the seniority list for their job classifications for the purposes of recall and layoff only during their terms as Steward and shall not be laid off while any work is available in which they have the ability to perform. Stewards shall be returned to their regular standing on the seniority lists upon termination of service as such Steward.

Section 9.5. Transfer Out of the Unit (Within the Corrections Division). Any employee who is transferred out of this bargaining unit into another position within the Corrections Division

of the Sheriff's Office shall retain his seniority within the job classification held at the time of such promotion. In the event he is terminated from the position outside the unit for reasons other than misconduct, he may exercise his seniority to return to the bargaining unit.

Section 9.6. Transfer Out of the Unit—Appointed to Corrections Division- Administrative Position). An employee who chooses to accept an appointment by the Sheriff to an administrative position within the Corrections Division shall be allowed to return to this bargaining unit if the employee vacates the appointed position, either voluntarily or involuntarily, for reasons other than misconduct.

The employee accepting the appointment shall not forfeit bargaining unit seniority and shall accrue seniority while appointed to the Administrative position. If the employee returns to the bargaining unit he shall be placed on the seniority list and wage schedule without reduction for time spent in the Administrative position. If there is no vacancy when the transfer occurs, the returning employee will be allowed to bump the least senior employee.

Section 9.7. Transfer Out of the Unit (Outside the Corrections Division). An employee awarded a transfer or promotion to another position outside the Corrections Division, but within the Sheriff's Office, may elect to return to his former position and rate of pay during the probationary period of the new position.

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

ARTICLE 10 **LAYOFF AND RECALL**

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

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

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

Section 10.2. Recalls from layoff shall be in order of seniority, most senior first. Recalls from layoff shall be made by written notice sent by certified mail to the employee's last address of record. All employees are required to notify the Employer of their proper post office address or change of address. The Employer shall be entitled to rely upon the address shown upon its record for all purposes. If an employee fails to report for work within ten (10) workdays from the date of delivery of notice of recall, he shall be considered a quit.

ARTICLE 11 **TEMPORARY TRANSFERS**

Employees covered by this Agreement may be temporarily transferred by the Employer to fill vacancies in other job classifications outside the bargaining unit in order to meet the Employer's

obligation in connection with the operation of the Sheriff's Office. The employees to be temporarily transferred shall be determined by the Employer and shall not acquire any seniority in the job classification to which they are assigned during the period of temporary transfer. If the period of temporary transfer is less than seven (7) continuous calendar days, the transferred employee shall keep the rate of pay for his regular job classification, but if the temporary transfer is for more than seven (7) continuous calendar days, the transferred employee shall receive the start rate for the job classification to which he is transferred or the rate specified for that step of the classification to which the employee is transferred which provides the employee an increase as close as possible but not less than \$0.20 above the base rate he was last paid in his former position, whichever is higher.

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

If at the time the Employer receives notice of a temporary vacancy and it is initially expected to be for a period of more than thirty (30) days, the position being filled will be posted and filled on a temporary basis utilizing the procedure set forth in Article 12, Vacancies, Section 12.1. The position held by an employee transferred to fill a temporary vacancy pursuant to this provision shall not be subject to posting and may be filled at the Employer's discretion.

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

ARTICLE 12 NEW JOB CLASSIFICATIONS

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

ARTICLE 13 COMPENSATION

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

Section 13.2. Base Wages. The pay grades and base wage rates covered under this Agreement as of June 1, 2021 through December 31, 2024, respectively, are set forth in Appendix A.

New hires and employees hereafter promoted into this unit from the Corrections Officers unit shall be placed at the minimum step of the Wage Schedule. After one (1) year of service at the minimum step, the employee shall advance to the 1 year step. Each employee shall thereafter advance to each successive step after twelve months service at each such step until he reaches the maximum step of the Wage Schedule for his classification and pay grade.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 14.1. Work Period. Employees shall normally be scheduled seven (7) twelve (12) hour shifts for eighty (84) hours in each fourteen (14) day work period. Employees shall normally be scheduled for a total of 2,184 hours per year. All employees within this unit shall be required to report fifteen minutes prior to their assigned shift for a briefing from the prior shift supervisor.

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, the Employer agrees to meet with representatives of the Union, upon request, for the purpose of discussing and reviewing any problems which may result from such change.

Section 14.2. Work Shift and Schedules.

(a) All employees covered by this Agreement shall have rotating days off and long weekends, with the exception of those employees who are assigned to work the Monday through Friday schedule. The Employer shall have the right to establish work shifts and schedules and to assign personnel as required and necessary to fulfill the duties and obligations of each facility in the Sheriff's Office. Except in the case of emergencies and for relief positions, the Employer shall publish a schedule of regular work shifts in accordance with Section 14.1 (D) herein, fourteen (14) days prior to its becoming effective. Schedule changes for employees in relief positions and changes precipitated by emergencies may be made by the Employer without notice in order to meet conditions existing at any given time.

(b) Employees will be permitted to exchange days off, and/or shifts within the same pay period, provided such exchanges are on a voluntary basis, do not interfere or conflict with the Employer's normal operations, and are between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Employer or its authorized representative.

(c) Probationary employees shall be assigned at the discretion of the Employer. On or before the beginning of the first full pay period in November of each year the Employer will post all shift selections covering non-probationary employees of the bargaining unit. All non-probationary employees shall make application for the shift of their preference within ten days after said posting. All such non-probationary employees who fail to make application pursuant to such posting will be assigned a shift by the Employer and shall have no ability to contest such assignment. On December 15th of each year, the Employer shall post the shift

assignments, which will become effective at the beginning of the first full pay period the following January. The Employer shall assign non-probationary employees based upon their classification seniority, to the extent that it will not unduly hinder the operation, control, effectiveness, and efficiency of the particular involved shift. On an election year, with a new incoming Sheriff, shift selections will be posted the first pay period in January and take effect the first pay period in March.

(d) In the event a non-probationary employee feels that he has been improperly denied a shift request, he may file a grievance in accordance with Article 6 of this Agreement. However, an arbitrator shall not change the Employer's determination of shift selections pursuant to the provisions of this section unless such arbitrator finds that the Employer's determination was made in an arbitrary, capricious or discriminatory manner, or made for no reason at all. The Employer or his designee shall make every reasonable effort to assign non-probationary employees to the shift selection of their preference.

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

Section 14.4. Team Assignments.

(a) Initial Team Assignments. The Employer shall assign all employees to a team after employee facility and shift bid selections have been finalized. Except as otherwise provided herein, teams shall be established by utilizing the employee classification seniority list to the extent that it will not hinder the operational control, effectiveness, and efficiency of each involved shift. Team assignments shall be final and will not be changed except for good cause. A union representative shall be permitted to be present during the employee assignment of teams and to review the assignments.

Subject to the foregoing, initial team assignments shall be made by placing the most senior employee at the top of a shift team, the next most senior employee shall be placed at the top of the opposite shift team, and so forth, until the teams for that shift are filled. Probationary employees shall be assigned at the direction of the Employer.

(b) Team Transfers. Notwithstanding the provisions of Section 14.4 (a) above, the Employer shall have the right to make team transfers on an as needed basis to meet the operational needs of the Sheriff's Office. If the Employer deems it necessary to make a team transfer the Employer shall first attempt to move the employee laterally to the opposite shift team within the same facility. If the move cannot be made laterally an employee with the next closest classification seniority ranking on the opposite team shall, where practical given the operational needs of the Sheriff's Office, be transferred. The employee's transfer of team shall become effective the first full pay after notification to the employee. (Team transfers due to a bona fide emergency shall take effect immediately upon notification to the employee.)

The employees affected by the team transfer shall have the right to meet with a Union Representative and Corrections Administrator to review the reasons for the team transfer. If the employee and Union representative are not satisfied with the results of the meeting, the Union may request a Special Conference with the Corrections Administrator, and a POAM Representative. The Employer's decision shall be final.

Section 14.5. Overtime. Employees shall not work more than the normal workday or normal workweek without prior approval of the Employer. Except as provided below, all overtime assignments shall be at the discretion of the Employer.

Employees shall be paid at the rate of time and one half (1 1/2) at their regularly hourly rate of pay for all hours worked in excess of eighty-four hours in each fourteen (14) day work period.

Employees covered by this Agreement who are entitled to overtime compensation under the terms of this Agreement, shall receive such payment as part of the employee's pay received on the first pay day following completion of the work period in which the overtime compensation was earned. For the purposes of computing the payment of overtime compensation to entitled employees under the terms of this Agreement, such employees will receive credit for all hours rightfully earned, including hours accredited to such employees as the result of paid personal leave time, paid funeral leave, paid holiday's or paid vacation pay. Likewise, disciplinary action resulting in loss of time will not cause this lost time to be deducted from earned overtime unless it is specifically included in the disciplinary penalty.

Section 14.6. Emergency Overtime. The Employer shall make a good faith effort to offer overtime by seniority to employees in the affected classification and facility.

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

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

Section 14.7. Scheduled Overtime. If sufficient time allows posted. The affected unit members will be allowed to sign up and be awarded overtime by seniority and facility. After the completion of the first 48 hours of the posting period, the remaining overtime can be signed up for on a first come, first serve basis by all qualified employees at either facility until slots remaining on the original posting are exhausted. The Employer shall attempt to limit the number of slots an employee can sign up for to allow all employees in the facility a fair share of the posted overtime.

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

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

Section 14.8. Court Time. When an employee is required to be present in court as part of his official duties at a time other than his normally scheduled duty hours, he shall be compensated at the rate of one and one-half (1 1/2) times his basic hourly rate for the reasonable and necessary time required in court, with a minimum payment of two (2) hours. The provision of this Section shall also apply to required appearances by employees in criminal courts in Detroit, Ann Arbor and Toledo. In the event any employee receives a subpoena fee for such court appearance, he shall promptly remit such fee to the Employer. In the event an employee is required in line of duty to travel outside of Monroe, Wayne and Washtenaw Counties, he shall be reimbursed at his straight-time hourly rate for reasonable travel time to and from the assigned location and for reasonable time at the location to conduct the required business. The Employer shall advise such employee prior to leaving as to the amount of the reasonable travel and business time. An employee shall be reimbursed for reasonable expenses incurred in lodging and meals when required and authorized in advance. There shall be no payment for overnight stopovers, which may be required in out-of-town trips.

Section 14.9. Shift premium. Employees working the 7:00 p.m. to 7:00 a.m. shift shall receive a shift premium in the amount of \$0.25 per hour.

Section 14.10. In-Service Training. Employees who are required to attend in-service training programs during off-duty hours, will be paid for the actual time spent in the training program and shall be compensated in accordance with the overtime provision. The Employer shall determine the amount of in-service training.

In order to accommodate the revised schedules, the Employer may, in its sole discretion, schedule employees for training in any of the following manners:

- (a) Schedule the employee's entire eight (8), ten (10), or twelve (12) hour work day at a training session.
- (b) Schedule the employee for a training session of any duration, and then schedule the employee to work any additional time so that the total time worked equals the employee's regularly scheduled work day.
- (c) Schedule the employee to eight (8) or ten (10) hour work days during the period of time the training is occurring.
- (d) Schedule the training for the employee's scheduled days off, and (pursuant to Section 14.9 of the Agreement) pay the employee his or her overtime rate for the hours of attendance.

Section 14.11. Call-in compensation. Employees called in prior to their regular shift or called back following their regular shift, shall be entitled to receive a minimum of two (2) hours pay regardless of the hours worked, but may be required to perform two (2) hours of duties if such work is available. Only the Employer or his designated representative shall authorize such call-ins or callbacks.

ARTICLE 15
HOLIDAYS

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

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

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

(a) The employee must work the last scheduled workday before and the next scheduled workday after the holiday or the day of observance of the holiday, unless he has an excused absence or is on vacation.

(b) The employee must have at least ninety (90) days of employment with the Employer.

All employees covered by this Agreement will receive eight (8) hours of their regular hourly pay on the above named holidays when not working.

When working on a holiday employees shall receive the above referenced holiday pay, plus pay at the rate of time and one-half for all hours worked.

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

Section 15.2. 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.

Section 15.3. Employees shall work those holidays which fall on their normal work days, except those otherwise excused by the Employer. All requests for vacation and/or PLT in lieu of

working the holiday must be submitted concurrent with each employee's annual vacation request as outlined in Article 16.

ARTICLE 16
VACATIONS

Section 16.1. Employees will earn vacation hours based upon the following *qualified continuous employment from his anniversary date in accordance with the following schedule:

<u>Qual. Cont. Mos. Employment</u>	<u>Earned Vacation Time</u>
6 months	40 Hours
7 thru 18	5.5 Hours Per Month
19 thru 60	7.0 Hours Per Month
61 thru 84	8.5 Hours Per Month
85 thru 144	10.0 Hours Per Month
145 thru 180	12.0 Hours Per Month
181 thru 240	13.5 Hours Per Month
241 and Over	17.0 Hours Per Month

For the purposes of determining the qualified calendar months, an employee shall be credited with a full month of service if he works at least one-hundred twenty (120) hours within the calendar month and is on the Employer's payroll lists for the first and last day of such calendar month. Time lost by an employee by reason of absence without pay or time otherwise not worked or paid for shall not be considered in computing earned credits for vacation, but an employee shall have paid holidays, paid vacation and paid personal leave time credited as time worked for the purpose of this Section.

Vacation time can only be taken in full day blocks, except as otherwise approved at the discretion of the Employer. Employees will be charged for twelve (12) hours from the applicable bank when the time is used to cover a scheduled twelve (12) hour work day, ten (10) hours from the applicable bank when the time is used to cover a scheduled ten (10) hour work day, and eight (8) hours from the applicable bank when the time is used to cover a scheduled eight (8) hour work day.

Vacation hours earned in a calendar year can only be carried forward into the next calendar year. Any vacation hours not taken the calendar year earned or the next calendar year will be forfeited, except as otherwise approved in writing by the Employer.

Employees must specify desired vacation times in writing to the Employer by February 1 of each year, indicating a first, second and third choice. 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 in each facility and after selections have been approved, they shall be final. Exceptions may be approved at the discretion of the Employer. No special vacation pay will be made, but checks will be issued as of the normal pay dates as they occur. Vacation pay shall be determined as of the employee's current salary at the time the vacation is earned.

The employees are required to submit their vacation in two and three day blocks for those employees scheduled for 12-hour shifts and in five day blocks for those employees scheduled for 8-hour shifts.

Also, an employee submitting a multiple day block for vacation will have preference over an employee submitting a single day vacation request.

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

ARTICLE 17 LEAVES OF ABSENCE

Section 17.1. Military Leave. Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable federal law.

Section 17.2. Union Leave. The Employer will grant a leave of absence up to two (2) employee elected by the Union to attend the annual POAM Delegates Meeting. Employees shall be entitled to receive up to twenty-four (24) hours of pay to attend the POAM Delegates meeting if they were scheduled to work during the scheduled event. A four (4) week advance notice in writing shall be required for any such leave.

Section 17.3. Funeral Leave. An employee will be granted funeral leave without loss of pay for a period of up to a maximum of three (3) scheduled work days, between the date of the death and the date of the funeral. Funeral leave is granted to permit the employee to attend the funeral/memorial service of a designated relative and is to be applicable only if the employee attends the funeral. The employee will not be compensated if he does not attend the funeral/memorial service or would not have been scheduled to work at the time the death occurs or at the time the funeral/memorial service takes place. For application purposes, "immediate family" means: father, mother, stepparents, sister, brother, step-brother, step-sister, child, stepchildren, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren and step-grandchildren. Time spent on funeral leave shall be considered as time worked for purposes of this Agreement and the employee's benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take one (1) day off with pay to attend the funeral/memorial service of a sister-in-law, brother-in-law, niece, nephew, aunt and uncle. The County agrees to allow the employee to use additional personal or vacation days to attend a funeral/memorial service of a member of his immediate family if the funeral/memorial service is in excess of 300 miles from Monroe, but not to exceed a total of five (5) days.

Section 17.4. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA), as amended.

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

Section 17.6. Personal Leave Time. Regular full-time seniority employees who have completed one (1) year of service shall be entitled to eighty-eight (88) hours of personal leave time off, with pay, each calendar year.

Such hours cannot be carried over from one year to the next. Any unused personal hours shall be paid as hereinafter provided or forfeited.

Employees will be charged personal leave time by the hour, and notwithstanding any provision in the Agreement to the contrary, shall not be charged in "days." Employees who use personal time to cover one full work day will be charged for twelve (12) hours from the applicable bank when the time is used to cover a scheduled twelve (12) hour work day, eight (8) hours from the applicable bank when the time is used to cover a scheduled eight (8) hour work day. Employees who desire to take personal leave time for less than one (1) full work day, may take such time in one (1) hour increments up to but not in excess of four (4) hours, except as otherwise approved at the discretion of the Sheriff or his/her designee. Such time shall be taken at the beginning or the end of the shift, except as otherwise approved at the discretion of the Sheriff or his/her designee.

An employee will notify the Employer at least 72 hours prior to the day the employee wishes to take as a personal leave time. (The Employer may, at its discretion, waive this advance notification requirement in emergency circumstances (i.e. personal or family illness). When desired, the employee may be required to take emergency personal leave time in increments equal to his regularly scheduled shift and/or produce documentation that is satisfactory to the Employer as a condition of such leave. (The Union hereby grants the Employer express authority to waive the notice requirement at such other times as the Employer deems appropriate.) Any request with less than 72 hours advance notice will be approved/denied by the Assistant Jail Administrator or if unavailable the Jail Administrator.

The Employer shall only be obligated to allow one employee per shift off on a personal leave at any one time. If two or more employees make request for the same personal leave on the same day, the employee whose request was first received by the Employer shall be granted the personal leave. If the Employer receives two or more requests within the same calendar day, the employee with the most classification seniority will be granted the personal leave time. If an employee is denied a personal leave request and the employee feels that such request has been improperly denied, the employee, if the grievance procedure as defined in Article 6 of this Agreement would not operate quickly enough to address such concern, may in addition to filing a grievance, immediately make such request in person to the Employer to reconsider such denial. Personal leave time shall not accumulate from one yearly period to another. Employees will be paid up to a maximum of sixty (60) hours of unused personal leave time. Such payment shall be at the employee's regular hourly rate of pay as of December 31st. Payment shall be paid on or before the first pay in February of the following year.

Section 17.7. Workers' Compensation Leave. An employee disabled due to a work related injury which is compensable under the Michigan Workers' Compensation Act shall be granted a workers' compensation leave of absence for a period of such disability or two years, whichever is less, and shall be entitled to receive the applicable workers' compensation benefits required by law. Medical and life insurance will also be continued for the duration of the period of disability or two years, whichever is less. Holidays, personal leave time and other employee benefits shall not accumulate or be paid during such compensation leave, except that an employee may use personal

leave time for the first seven (7) non-compensated days of absence but shall be repaid such sums if the absence exceeds fourteen (14) days. Seniority shall continue to accrue during such leave.

Section 17.8. Jury Duty Leave. If an employee is summoned and reports for jury duty, jury fees received by the employee shall be paid 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.

ARTICLE 18 INSURANCE

Section 18.1. Health Care Benefits.

(a) Each regular full-time employee may elect coverage for himself and his eligible dependents* under one of the following health insurance plans:

1. Blue Cross/Blue Shield of Michigan Flexible Blue 3 with Flexible Blue Rx Prescription Drug Coverage with a Health Savings Account (hereinafter collectively referred to as the "H.S.A Plan"). The Employer shall pay for the illustrated premium cost of this coverage and make an annual contribution to each participating employee's Health Savings Account in the amount of \$500 for those selecting single coverage and \$1,000 for those selecting Employee & Spouse, Employee Child(ren) or Family coverage, or the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Public Act 152 of the Michigan Public Acts of 2011, whichever results in the lesser Employer contribution to the cost of such plan. Employees may, at their option, make additional contributions through bi-weekly pre-tax payroll deduction as permitted by applicable law.
2. Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Revised Plan with Blue Preferred Rx Prescription Drug Coverage with a 50% co-pay (\$5 floor and a \$50 ceiling). Employees shall pay the difference between the cost of this coverage and the amount of the Employer's total contribution towards the cost of coverage under the H.S.A. Plan as described in Section 1 (a) (1), for the same level of benefit (i.e. single, employee/spouse, employee/child(ren) and family), or pay the difference between the total cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Public Act 152 of the Michigan Public Acts of 2011, whichever results in the greater employee contribution.
3. Blue Cross/Blue Shield of Michigan Community Blue PPO Option 6 Revised Plan with Blue Preferred Rx Prescription Drug Coverage with a 50% co-pay (\$5 floor and a \$50 ceiling). Employees shall pay the difference between the cost of this coverage and the amount of the Employer's total contribution towards the cost of coverage under the H.S.A. Plan as described in Section 1 (a) (1), for the same level of benefit (i.e. single, employee/spouse, employee/child(ren) and family), or pay the

difference between the total cost of such coverage and the maximum annual amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Public Act 152 of the Michigan Public Acts of 2011, whichever results in the greater employee contribution.

All coverage under the plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost sharing, and other provisions of the plan. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through automatic payroll deduction.

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

(c) Except as otherwise provided in Article 17, Leaves of Absence, Section 17.4, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for paying all his 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.

(d) 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.

(e) 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.

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

(g) To be eligible for health care benefits as provided above, an employee must document all coverage available to her under her spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse works for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's monthly contribution to the premium does not exceed 20% of the total premium cost of such coverage. The Monroe County Plan shall provide secondary coverage.

Section 18.2. Voluntary Withdrawal from Health Care Plan.

(a) Any employee who can secure health care benefits from another source other than the County of Monroe and desires to voluntarily waive all coverage for himself, his spouse, and

dependents under the Employer's Health Care Benefits Plan shall submit a written request for such waiver to the Human Resources Department annually.

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

(c) An employee who has waived all coverage under the Health Care Benefits Plan as provided in this Agreement and who expressly waives, in writing, all rights to any other health care benefits coverage, through any source, paid for by the County, will receive a cash payment of \$1,000.00 per year, paid in a separate check, the first non-pay Friday in December of each calendar year. By way of illustration, but not by way of limitation, an employee who opts out 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.

(d) An employee who has waived coverage as herein above provided may apply to have such coverage reinstated, provided he demonstrates that he can no longer receive such benefits from another source or during the annual open enrollment period. All such applications for reinstatement shall be made, in writing, to the Human Resources Department. The Human Resources Department will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee is once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 18.3. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time employee (and his eligible dependents*) the 100/75/50 Co-pay Dental Plan in effect January 1, 2014, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. The Employer shall pay 95% of the illustrated premium cost of such benefits and the employee shall pay the balance. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

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

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

(d) Except as otherwise provided under COBRA, an employee's dental care benefits shall terminate on the date the employee goes on a leave of absence of more than two weeks, terminates,

retires, or is laid off. Upon return from a leave of absence or layoff, an employee's dental care benefits coverage shall be reinstated commencing with the employee's return. Employees who retire and are eligible for a pension shall be allowed to purchase dental coverage through the Employer at cost.

(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 plan, the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

(g) An employee who desires to waive dental care benefits for themselves, their spouse, and dependents shall submit a written request for such to the Human Resources Department annually.

Section 18.4. Vision Care Benefits.

(a) The Employer shall provide each regular, full-time employee (and his eligible dependents*) the Blue Cross/Blue Shield of Michigan Vision Blue Plan in effect January 1, 2017, subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in its plan. The Employer shall pay 95% of the illustrated premium cost of such benefits and the employee shall pay the balance. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

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

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

(d) Except as otherwise provided under COBRA, the employee's vision care benefits shall terminate on the date the employee goes on leave of absence of more than two weeks, terminates, retires, or is laid off. Upon return from a leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work. Employees who retire and are eligible for a pension shall be allowed to purchase vision coverage through the Employer at cost.

(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 plan, 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.

(g) An employee who desires to waive vision care benefits for themselves, their spouse, and dependents shall submit a written request for such to the Human Resources Department annually.

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

(a) The Employer shall provide each regular, full-time employee term life insurance and accidental death and dismemberment benefits in accordance with the

following schedule:

<u>ANNUALIZED SALARY</u>	<u>BENEFIT AMOUNT</u>
less than \$25,000	\$25,000
\$25,001 to \$30,000	\$30,000
\$30,001 to \$35,000	\$35,000
\$35,001 to \$40,000	\$40,000
\$40,001 to \$45,000	\$45,000
\$45,001 to \$50,000	\$50,000

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

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

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

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

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

Section 18.6. Non-Duty Disability Benefits.

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

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

(c) The amount of non-duty 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. The maximum benefit period shall be two (2) years.

(d) Non-duty disability benefits are subject to reduction by any of the following other income benefits for which the employee may be eligible:

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

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

(e) The waiting period for starting non-duty disability payments is one (1) day for accidents and seven (7) calendar days for illnesses. The seven (7) days shall be uninterrupted and consecutive. Employees must utilize any available personal leave time and/or vacation time to

cover the waiting period from the date of the accident or illness and the date short-term disability benefits commence.

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

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

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

(i) An employee who, with the approval of the Employer and his physician, returns to work on a temporary part-time basis, will be eligible for partial disability payments and pro-rated vacation based on hours worked.

(j) An employee's non-duty disability benefits plan shall terminate on the date the employee terminates, retires or is laid off. Upon return from layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

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

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

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

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

ARTICLE 19 DUTY DISABILITY BENEFITS

Section 19.1. General. The Employer agrees to make duty disability payments to employees covered by this Agreement. Duty Disability as the term is used herein is defined as (1) an injury resulting from an assault on an employee in the course of an employee's performance of his assigned job functions, (2) an employee's exposure to an infectious disease in the performance of his assigned job functions, (3) an injury incurred by an employee when faced with an imminently dangerous situation when providing aid and/or assistance to another employee or inmate, or (4) an injury incurred by an employee while attempting to physically restrain an inmate in the performance of the employee's assigned job functions. As provided for by the Michigan's Workers' Compensation Act, such employee shall immediately report any injury to his immediate supervisor and shall take, or waive in writing, first-aid treatment as may be recommended. The immediate supervisor shall report in writing the employee's injury and the first-aid treatment administered, or waiver of such treatment.

Section 19.2. Disability Benefits for Employees on Restricted/Light Duty

(a) Re-assignment Within the County

If it is medically determined that the disabled employee is unable to perform his regular duties as a result of a duty accident, he will be required to perform such other 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 every effort to place the employee in a position within the Sheriff's 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 within the County.

(b) Medical Examination

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

extent of the restrictions or limitations of such employee, conflict with that of the employee's treating physician, such conflict shall be resolved in accordance with the provisions set forth above.

(c) Compensation

1. Restricted/Light Duty. If, as a result of a duty disability, an employee is assigned to restricted/light duty, the employee shall receive full pay, wages and benefits for the lesser of, (1) the duration of the disability, or (2) until such time as the employee is medically determined to be able to resume full/unrestricted duty. The employee will continue to accrue service credit during the period of restricted/light duty.

2. Re-Assignment within the County. In the event an eligible employee is required to perform within the Sheriff's Office but outside of his classification, or outside of the Sheriff's Office for the Employer, the eligible employee shall continue to be paid at the regular and normal rate of pay, including wage and salary increases given to his regular classification.

Section 19.3. Duty Disability Benefits when the employee cannot perform his duties.

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

(a) Medical Certification

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

(b) Compensation Upon Complete Disability.

The disabled employee's net pay after all applicable deductions shall be determined on a bi-weekly basis based upon his rate of pay, income tax status and deduction status as of the last full pay period ending prior to the date of disability and computed upon the assumption that the employee worked eighty (80) hours during such pay period. Utilizing this information, the Employer shall determine the disabled employee's net take-home bi-weekly wage, which would be the amount the employee would have received for such pay period if he had not been injured. Duty disability checks will be paid on the regular payday.

(c) Offset Provision

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

(d) Benefit Accrual

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

1. Seniority. An employee on duty disability hereunder shall accumulate seniority pursuant to Article 9 for the duration of the disability or for a maximum of two (2) years, whichever is less.
2. Vacation. An employee on duty disability hereunder shall be entitled to receive the vacation accrued to the employee as of the date of injury, to be paid to the employee at the time of his choosing during the balance of the anniversary year in which the injury occurs. If the employee is on duty disability hereunder for less than one year, the employee shall accrue vacation benefits during the period of absence due to duty disability as if he were on duty. Employees on duty disability who return to duty within a one year period from the date of injury, shall be entitled to have vacation credited hereunder on the basis of any step increase in vacation benefits which may occur during such period of absence.
3. Holidays. Employees receiving duty disability benefits hereunder shall receive no holiday pay.
4. Medical, Hospital, and Life Insurance. The Employer will continue the medical, hospital, and life insurance plans for an employee on duty disability for a maximum of two (2) years of absence. If the employee retires or is retired at the end of such two (2) year period, the Employer will provide at its expense the retiree insurance benefits in effect for retirees at the time of such retirement.
5. 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 19.4. Duty Disability Retirement

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

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

Section 19.5. Termination of Duty Disability Benefits

Duty Disability benefits shall terminate upon the earlier of:

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

ARTICLE 20

RETIREMENT AND RETIREE HEALTH CARE

Section 20.1. Purpose. The purpose of this Article is to describe the post-retirement benefits that are available to eligible employees after they retire from employment with the Employer. Notwithstanding anything to the contrary herein, the changes set forth herein shall apply with respect to accrued benefits earned under the Retirement System on or after January 1, 2021, and nothing herein is intended to diminish or impair accrued benefits earned under the Retirement System prior to January 1, 2021. To the extent consistent with this Article 20, the post-retirement benefits shall be governed by the terms of the written retirement and retiree health care plan documents and the Employer reserves the right to change insurance carriers, plan vendors, investment options and/or the manner in which the Employer administers and provides the post-retirement benefits described in this Article 20.

Section 20.2. Monroe County Employee's Retirement System Ordinance ("Retirement System").

- (a) Eligibility. Other than members of the Retirement System as of December 31, 2020, no employee covered under this Agreement shall become a member under the Retirement System on and after January 1, 2021. Specifically:
 - (i) With respect to an individual who is employed or reemployed by the Employer on or after January 1, 2021, he shall not be eligible to participate in, become a member under or otherwise accrue or become entitled to benefits under the Retirement System.

(ii) With respect to an employee who is not a member of the Retirement System as of January 1, 2021, he shall not be eligible to participate in, become a member under or otherwise accrue or become entitled to benefits under the Retirement System after such effective date.

(b) Normal Retirement and Pension Amount. Subject to the terms and conditions set forth in the Retirement System and hereinafter, employees shall be eligible for normal retirement with pension amounts as follows:

(i) An employee who is hired (or reemployed) by the Employer prior to January 1, 2011 shall 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 benefit formula applicable to retirement for all employees eligible for benefits under this section who elect to retire 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 the member's final average compensation. Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of his credited service producing the highest average compensation contained within the period of 120 months of his credited service immediately preceding the date his employment with the Employer last terminates.

(ii) An employee who is hired (or reemployed) by the Employer on or after January 1, 2011 and prior to January 1, 2021 shall be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credit service, or age 50 or older with 25 or more years of credited service. The benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire shall be one and one-half (1.5%) percent of the employee's final average compensation multiplied by his years of credited service, not to exceed seventy-five percent (75%) of the member's final average compensation. Final average compensation shall be the monthly 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; provided however that premium overtime wages earned in excess of two-hundred forty (240) hours annually (January 1st – December 31st) shall be excluded from this determination of final average compensation.

(c) Member Contributions. With respect to benefits accrued under the Retirement System on or after June 1, 2021, members shall be required to make the following rates of member contributions to the Retirement System:

(i) The member shall contribute four (4%) percent of his or her compensation that is taken into account under the Retirement System effective with the first payroll paid in June 2021 until the last payroll paid in December 2021.

(ii) The member shall contribute five (5%) percent of his or her compensation that is taken into account under the Retirement System effective with the first payroll paid in January 2022.

Such member contributions shall be made, to the extent permitted by law, on a pre-tax basis and through automatic payroll deduction on a bi-weekly basis from each member's earnings, as a condition to future pension accruals earned on or after January 1, 2021.

A member shall be permitted to withdraw his or her accumulated contributions through and including December 31, 2013 under the circumstances specifically permitted by (section entitled Members Contribution; Refunds) the Retirement System. The withdrawal of employee contributions made on or after January 1, 2014 may also be withdrawn but only on an actuarially neutral basis. The actuarial present value of the pension reduction shall be equal to the amount of accumulated member contributions withdrawn. The actuarial present value shall be computed using the interest rate used in the annual actuarial valuation and the mortality table used in the annual actuarial valuation with a 50% unisex blend.

(d) Employer Contribution. The Employer shall continue to contribute to the Retirement System the actuarially required contributions necessary to meet the financial objective set forth in the Retirement System, but specifically taking into account all members contributions payable to the Retirement System.

Section 20.3 Opt-Out Election from the Retirement System. An employee who currently is a member of the Retirement System may voluntarily opt-out of the Retirement System and join the Employer's Defined Contribution Retirement Plan (DC Plan) (who shall be referred to as the "Electing DB member"). This option is a one-time, irrevocable election that the Electing DB member may exercise by completing an Election and Waiver form and returning it to the Human Resources Department. If a member does not exercise a one-time, irrevocable option, he or she shall remain a member and continue to accrue additional benefits under and in accordance with the terms of the Retirement System, and he or she shall not be eligible to participate in the DC Plan.

An Electing DB member who voluntarily exercises this one-time irrevocable option to join the DC Plan shall irrevocably cease to be a member of the Retirement System and shall not accrue any additional benefits under the Retirement System beginning on and after the freeze date set forth in his Election and Waiver form. The following rules shall apply to Electing DB members:

(a) Vested Member. With respect to an Electing DB member who has eight (8) or more years of credited service under the Retirement System as of the freeze date, he shall have a frozen accrued benefit under the Retirement System that will be computed based on his years of credited service, final average compensation and the benefit multiplier percentage in effect as of his freeze date. The payment of this frozen accrued benefit to the Electing DB member shall be subject to all provisions under the Retirement System.

(b) Unvested Member. With respect to an Electing DB member who has less than eight (8) years of credited service under the Retirement System as of his freeze date, such Electing DB member shall forfeit all past, present and future rights to (including any right to become vested in) any benefit or accruals from the Retirement System and shall not thereafter resume membership under the Retirement System under any circumstances. Such an Electing DB member's prior accumulated contributions plus interest thereon made under the Retirement System automatically shall be transferred from the Retirement System to the DC Plan through a direct plan-to-plan transfer.

An Electing DB member shall become a participant under the Employer’s DC Plan and shall make mandatory contributions in the amounts set forth under the DC Plan.

Section 20.4. Defined Contribution Retirement Plan and 457 Plan. The Employer has adopted a qualified defined contribution plan (the “DC Plan”) and a Code Section 457(b) plan (the “457 Plan”) through the Municipal Employees’ Retirement System of Michigan (the “DC Plan”).

(a) **Eligibility.** An employee who is hired on or after January 1, 2021 and a member who voluntarily exercises a one-time irrevocable election to cease future benefits accruals under the Retirement System shall become participants under the DC Plan and the 457 Plan.

(b) **Contributions.** Participants shall make mandatory contributions under the DC Plan and may make voluntary contributions under the 457 Plan. The Employer also will make employer fixed and matching contributions to the DC Plan. These employee and employer contributions are as follows:

Effective January 1, 2021	*Required Contributions		
Employee Contribution - Deposited into DC Plan	4% of Employee’s Compensation		
Employer Contribution- Deposited into DC Plan	4% of Employee’s Compensation		
	*Employee Voluntary Contributions and Employer Match		
Employee Contribution - Deposited into 457 Plan	0% of Employees Compensation	1% of Employee’s Compensation	2% of Employee’s Compensation
Employer Contribution - Deposited into DC Plan	0% of Employee’s Compensation	1% of Employee’s Compensation	2% of Employee’s Compensation
	Total Retirement Contribution		
	8% of Employee’s Compensation	10% of Employee’s Compensation	12% of Employee’s Compensation
Effective January 1, 2022			
	*Required Contributions		
Employee Contribution- Deposited into DC Plan	5% of Employee’s Compensation		
Employer Contribution- Deposited into DC Plan	5% of Employee’s Compensation		
	*Employee Voluntary Contributions and Employer Match		
Employee Contribution- Deposited into 457 Plan	0% of Employee’s Compensation	1% of Employee’s Compensation	
Employer Contribution- Deposited into DC Plan	0% of Employee’s Compensation	1% of Employee’s Compensation	
	*Total Retirement Contribution		
	10% of Employee’s Compensation	12% of Employee’s Compensation	

*Contributions mirror compensation included in the Retirement System (including overtime cap)

(c) **457 Plan.** Participants will need to complete a salary deferral election to begin making voluntary contributions to the 457 Plan. The annual maximum amount of voluntary contributions under the 457 Plan will be set forth in the plan documents and consistent with limitations under the Internal Revenue Code. The Employer will make matching contributions to the DC Plan based on the participants’ voluntary contributions under the 457 Plan, up to the maximum set forth in the table above in paragraph (b).

(d) **Vesting.** Eligible employees will have immediate vesting of their mandatory contributions and employer contributions made to the DC Plan and their salary deferrals made to the 457 Plan.

(e) Plan-to-Plan Transfer. The DC Plan shall accept plan-to-plan transfers of accumulated contributions made under the Employer's Retirement System with respect solely to a member who (i) voluntarily and irrevocably elects to join the DC Plan and ceases membership under the Retirement System and (ii) has less than eight (8) years of credited service under the Retirement System. Such plan-to-plan transfer will be automatic for such unvested members who join the DC Plan with no election to receive their accumulated contributions in cash. The DC Plan shall restrict the distribution of such transferred accumulated contributions until such date as the unvested member experiences a distributable event as defined under the terms of the Retirement System and the DC Plan.

Section 20.5. Retiree Health Care Benefits.

(a) Eligibility. All persons hired by the Employer on or after January 1, 2011 shall not be eligible for retiree health care benefits described under this Section 20.5, and shall not be required to make contributions to the Retiree Health Care Fund described in Section 20.5(d) below.

The Employer shall provide those employees who were hired prior to January 1, 2011, and who separate for purposes of retirement on or after said date and who receive benefits under the Monroe County Employees Retirement System Ordinance the following health care benefits, as provided in paragraph (a) below and the Monroe County Retiree Health Care Plan. Except as otherwise provided in subparagraph (b) (i.e. Spousal and Dependent Coverage) below, such coverage shall be provided to the retiree only. The retiree's contribution to the cost of coverage for themselves and/or spouse and eligible dependents shall be payable on a monthly basis through automatic deduction from the retiree's pension benefit.

(b) Retiree Coverage

Pre-Medicare: Eligible Retirees will be provided the same health care benefits, including but not limited to, cost sharing, that it provides to its active employees until the retiree becomes eligible for Medicare.

In the event health care benefits for active employees are eliminated in their entirety, which shall include a change to a one-hundred (100%) percent employee contributory health savings plan, the last health care benefits plan in effect for retirees preceding the elimination of the plan shall remain in effect (absent a contrary order from a Court of competent jurisdiction) until the Employer again provides a health care benefits plan to active employees.

Medicare: Retirees 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 those retirees who are properly enrolled in the Part B Medicare Program as above provided, a Supplemental Plan, with an annual deductible that matches the Part B program deductible, not to exceed \$150. Such Plan will have the same Rx drug benefits the County provides its active employees.

In the event Rx drug benefits for active employees are eliminated in their entirety, which shall include a change to a one-hundred (100%) percent employee contributory health savings plan, the Rx drug benefits last in effect for retirees preceding the elimination of the Rx drug benefits for active employees shall remain in effect (absent a contrary order from a Court of competent jurisdiction) until the Employer again provides Rx drug benefits to active employees.

All coverage shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing and other provisions applicable to each of the plans.

The Employer reserves the right to change the carrier(s), the 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 above.

(c) Spousal and Dependent Coverage: The spouse and of an employee at the time of their 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. To be eligible for health care benefits as provided above the retiree and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse works for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse'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. Upon payment of the required contribution to illustrated premium by the retiree, retiree 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 2.27% 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 in compliance with federal law.

(d) 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."

Employees who are not eligible to participate in the Retiree Health Care Plan are not required to contribute to the Retiree Health Care Fund.

Employees who were hired prior to January 1, 2011 are required to contribute three (3%) percent of their bi-weekly base pay to the fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and *eligible dependents. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Employer.

Section 20.6. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance. All Employees hired by the Employer on or after February 12, 2008 shall not be eligible for retiree life insurance.

Section 20.7. Retiree Dental Care Benefits. Employees who retire and are eligible for a pension and Retiree Health Care Benefit may elect to continue dental care benefit coverage for themselves and *eligible dependents through the Employer. The Retiree shall pay the full illustrated premium cost of such benefit through automatic deduction from the retiree's pension benefit. Election must be made at the time of retirement; Retirees cannot elect said coverage at a later date. Retirees who have elected to continue dental care benefits will be provided the same benefits the Employer provides to active employees.

Section 20.8. Retiree Vision Care Benefits. Employees who retire and are eligible for a pension and Retiree Health Care Benefits shall be allowed to continue vision care benefit coverage for themselves and *eligible dependents through the Employer. The Retiree shall pay the full illustrated premium cost of such benefit through automatic deduction from the retiree's pension benefit. Election must be made at the time of retirement; Retirees cannot elect said coverage at a later date. Retirees who have elected to continue vision care benefits will be provided the same benefits the Employer provides to active employees.

Section 20.9. Employer Sponsored Retiree Health Care Savings Program (HCSP). The County has established a retiree healthcare reimbursement arrangement through MERS, known as the Health Care Savings Program ("HCSP").

- (a) Eligibility and Contributions. Employees who are hired on or after January 1, 2011 and are not eligible for retiree health care benefits provided in Section 20.5 (Retiree Health Care Benefits) shall be enrolled in the HCSP with the following mandatory contributions by the employer and employee:

Employee Mandatory Contribution- HCSP	2% of Employees bi-weekly base pay
County Match Contribution - HCSP	2% of Employees bi-weekly base pay
Total Contribution - HCSP	4% of Employees bi-weekly base pay

- (b) Vesting. Employees shall have immediate vesting upon deposit of funds into the Health Care Savings Program.

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

ARTICLE 21
ACCIDENTS AND REPORTS

Section 21.1. Any employee involved in any accident during his working hours or relating to his employment shall report said accident as soon as possible, but in all events not later than the employee's next regularly scheduled work day. Such report shall set forth the nature of the accident and the physical injury (if any) the employee has sustained. The Employer may request the witnesses to the accident and other details. The employee shall make out an accident report in writing on forms furnished by the Employer and shall file a report with the Human Resources Department. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

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

ARTICLE 22
GENERAL

Section 22.1. General Liability Insurance. The Employer agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability Insurance Plan, subject to the terms, conditions, exclusions, and limitations as stated in said Plan, and the Employer's right to amend the Plan from time to time. The Union shall be provided with a copy its General Liability Insurance Plan without charge upon its written request.

Section 22.2. Examinations. The Employer reserves the right to require each prospective employee to pass an appropriate medical examination at the Employer's expense as a condition of hire. Prospective employees who do not take the required examination or who fail the required examination will not be hired.

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

Section 22.3. Lost or Damaged Property. In the event an employee covered by this Agreement shall, in the line of duty during scheduled work hours, damages an article of personal property during the course of a physical restraint or loses an article of personal property, other than through gross negligence, the Employer agrees to repair or replace such item of personal property in a fair, reasonable, and equitable manner. Employees shall avoid wearing items with great material or sentimental value. Repair shall be made when the item of personal property can be restored to a usable state. If replacement is required, the item shall be replaced with an item of comparable value. Repair or replacement of personal property, lost or damaged in accordance with

this Section, shall be required only when the personal property is of the type which is required to be in the possession of the employee and if the employee makes note of the loss or damage in his official report relative to the duty matter resulting in the loss or damage. In the case of damaged items of personal property, which cannot be repaired, the damaged item will be turned in to the Human Resources Department prior to replacement, within sixty (60) days.

Section 22.4. Equipment. The Employer will designate the equipment required to be used by employees covered by this Agreement. Each employee who is issued equipment may be required to acknowledge receipt of same in writing. Employees shall be responsible for the proper care and maintenance of equipment entrusted in their care and custody. Lost or damaged equipment shall be charged to the responsible employee if due to neglect or careless use, which may be subject to the grievance procedure.

Section 22.5. Uniform Allowance. The Employer shall designate all employees within the bargaining unit who are required to wear uniforms. Uniforms required to be worn by employees shall be designated by the Employer. The Employer shall issue uniform allotment checks in the amount of \$450, less required state and federal taxes. Payments shall be paid in a separate check on a non-pay Friday within fifteen (15) days of March 1 of each year.

In order to be eligible, the employee must be full-time, not on short/long term disability leave (employees on short/long term disability leave will be eligible for a pro-rated allotment upon their return to full duty), and on the payroll prior to January 1st of the current year. Requests for repair, replacement, or additional uniform allocation, shall be made to the Employer's designated representative.

Section 22.6. Bond. The Employer agrees to pay the cost for all bonds required by employees as a matter of law.

Section 22.7. Printing of Agreement. The Employer shall provide an electronic version and/or access to retrieve an electronic version of the Agreement to all employees, including new hires. The Employee shall have access to retrieve a printed copy of the agreement upon a written request.

ARTICLE 23 SCOPE OF AGREEMENT

Section 23.1. This Agreement represents the entire agreement between the parties in connection with wages, hours, and other terms and conditions of employment of employees covered by this Agreement and revokes all and every previous agreement, practice, privilege and benefit relating to the employees or any one or more of them covered by this Agreement, which were in effect prior to the execution hereof.

Section 23.2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and that there are no other agreements, either oral or written, express or implied, covering the relationship of the parties. Each party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever, either covered in

this Agreement or not, and whether or not such subject matter was or was not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

ARTICLE 24
DURATION OF THE AGREEMENT

Section 24.1. This Agreement shall become effective as of the 1st day of June, 2021. This Agreement shall remain in full force and effect until 11:59 p.m., December 31, 2024 and for successive yearly periods thereafter, unless notice is given in writing by either the Union or the Employer, to the other party at least sixty (60) days prior to December 31, 2024 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, 2025 or the subsequent anniversary date, as the case may be.

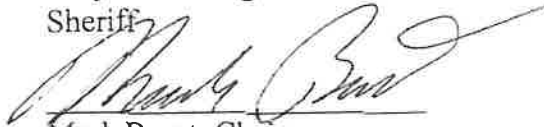
IN WITNESS HEREOF, the parties herein have caused this Agreement to be executed upon this 1st day of June, 2021.

EMPLOYER:

POLICE OFFICERS ASSOCIATION OF
MICHIGAN:



Troy Goodnough
Sheriff



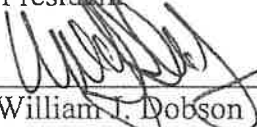
Mark Brant, Chairperson
Board of Commissioners



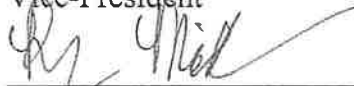
Gregg Allgeier
Business Representative



Chad D. Cupp
President



William J. Dobson
Vice-President



Ryan S. Miekos
Treasurer

APPENDIX A
WAGE SCHEDULE

June 1, 2021 through December 31, 2021

<u>Classification</u>	<u>Grade</u>	<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Corrections Supervisor	12	\$27.58	\$28.37	\$29.17	\$29.98	\$30.83

January 1, 2022 through December 31, 2022

<u>Classification</u>	<u>Grade</u>	<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Corrections Supervisor	12	\$28.83	\$29.65	\$30.50	\$31.35	\$32.22

January 1, 2023 through December 31, 2023

<u>Classification</u>	<u>Grade</u>	<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Corrections Supervisor	12	\$30.11	\$30.97	\$31.87	\$32.76	\$33.66

January 1, 2024 through December 31, 2024

<u>Classification</u>	<u>Grade</u>	<u>Minimum</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
Corrections Supervisor	12	\$31.27	\$32.18	\$33.11	\$34.03	\$34.96

This Wage Schedule includes a 4-year phase-in of the pay scales recommended in the Classification and Compensation Study Completed by Municipal Consulting Services, dated July 4, 2020 and annual adjustments by an additional 1.5% for 2021, 2.0% for 2022, 2% for 2023 and 1.5% for 2024.