



AGREEMENT BETWEEN
THE MONROE COUNTY 38TH JUDICIAL CIRCUIT COURT
FAMILY DIVISION (YOUTH CENTER)

AND THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

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ARTICLE 1
AGREEMENT

THIS AGREEMENT, entered into as of January 1, 2021, by and between the 38th Judicial Circuit Court/Family Division (hereinafter referred to as “the Employer”) and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (hereinafter referred to as “the Union”).

ARTICLE 2
PURPOSE AND INTENT

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

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

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 3
RECOGNITION

Section 1. Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the United Steelworkers as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of all full-time Group Leaders, Treatment Specialist, Juvenile Detention Specialists, Secretary, Records Processing Clerk III, General Service Attendant, Midnight Shift Coordinator, and Cook; but excluding the Director, Shift Supervisors, Office Manager, Therapist, Therapist/Limited License Psychologist, and all other employees.

The Employer agrees not to enter into any agreement with another labor organization during the life of this 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 the wages, hours or working conditions of said employees, or any individual employees, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 2. Definitions

(a) Full-Time Employee. A full-time employee is an employee who has completed the probationary period and who is regularly scheduled to work a normal work day and normal work week as referenced in Article 12, Hours of Work.

(b) On-call Employees. On-Call employees are employees who fill in from time to time to fill in temporary vacancies or perform specific work.

(c) Pronouns of Masculine and Feminine Gender. Pronouns of masculine and feminine gender shall include each other, unless the context clearly indicates otherwise.

ARTICLE 4
FAIR EMPLOYMENT PRACTICES

The Employer and the Union agree that there will be no discrimination in employment based upon religion, race, color, national origin, sex (including sexual harassment), height, weight, marital status, disability, age, political convictions, or union activity, except as permitted under applicable state or federal law. The Employer and the Union further agree that each will cooperate with the other in taking such affirmative actions as are proper and necessary to ensure equality of opportunity in all aspects of employment.

ARTICLE 5
MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of Monroe County, hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States and by the inherent power of the judiciary, including by way of illustration, but without limiting the generality of the foregoing, the right: to the management and administrative control of the 38th Judicial Circuit Court/Family Division and its divisions and facilities and the work-related activities of its employees; to hire all employees, to determine their qualifications and requirements, their termination, discipline and/or demotion, and to promote and transfer all such employees; to determine the duties, responsibilities, shifts, assignments and other terms and conditions of employment of all of its employees; to define the qualifications of employees, including physical and/or psychological qualifications; to determine the policy affecting selection, testing, recruitment, training or hiring of employees; to determine when and where to transfer or reduce personnel, when, in the judgment of the Employer, such actions are deemed necessary.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the United States, and the inherent power of the judiciary. Nothing contained herein shall be considered to deny or restrict the Employer in the exercise of its rights, responsibilities and authority under the applicable Michigan laws or any other national, state, county, district or local laws or regulations as they pertain to the 38th Judicial Circuit Court/Family Division and its divisions.

ARTICLE 6
VOLUNTARY UNION MEMBERSHIP

Section 1. Voluntary Union Membership. 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. Voluntary 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, assessments and initiation fees deduction authorizations of employees.

A copy of the deduction authorization for each employee for whom the Union membership dues, assessments and initiation fees are to be deducted hereunder shall be on a form acceptable to the Employer. 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 unacceptable to the Employer, incomplete or in error will be returned to the employee by the Employer.

The Union shall certify to the Employer in writing the amount to be deducted from each member's pay. All properly executed Dues Deduction Authorization Forms shall become effective at the time the application is tendered by the employee 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, (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. Deductions shall be made on a monthly basis and shall be forwarded to the Union's Financial Officer. Such sums shall be accompanied by a list of employees from whose pay deductions have been made and the amount deducted from each. It shall also be accompanied by a list of employees who have authorized such deductions but from whom no deductions were made and the reason therefore.

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 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 3. Save Harmless. The Union agrees to indemnify, save harmless and co-defend the Employer, its agents or employees against any litigation, claim or demand which is based upon action by the Employer, its agents or employees in compliance with this Article.

Section 4. Reopener. If Michigan law prohibiting Agency Shop is repealed, amended, or otherwise determined to be invalid, or any portion of Article 6 is held to be unlawful, either party may reopen the contract and demand to bargain the impact and effect of said change in law.

ARTICLE 7
REPRESENTATION

Section 1. The employees shall be represented by a bargaining committee of up to three (3) members. This committee shall be selected in any manner determined by the Union; however, those selected must be on the seniority list. Negotiations will be scheduled at times mutually agreeable with the Employer and the Union.

Section 2. In addition to the foregoing, the Union shall have a Steward and an Alternate Steward. When it is necessary for the Steward or Alternate Steward to perform their duties as Union representatives, they will be permitted to leave their assigned work after they notify their immediate supervisor and have been adequately replaced. In such circumstances, the Steward and Alternate Steward will be compensated at their regular rate of pay for the regular day at straight time hours. This privilege is extended with the understanding that it will not be abused.

Section 3. The Union will notify the Employer of the names and titles of its representatives within one (1) week after their appointments. No representative will be permitted to act as such until the Employer is advised that the person has become a representative.

Section 4. There shall be no discrimination against any employee because of his membership in the Union, or because of his action as an officer or in any other capacity on behalf of the Union.

Section 5. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

Section 6. The Chief Steward and/or the Local Union President will be permitted access to employees at reasonable times where necessary to transact legitimate Union business pertaining to the administration of this Agreement after notice to the designated representatives of the Employer. Should it become necessary for such Union Representative to transact Union business for a grievance at a time when he is at work, he shall be granted such time off without pay as necessary for such purpose after approval by the designated representative of the Employer. (This section shall not apply to normal union negotiations.)

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance shall be defined as a disagreement between the Employer and one or more of the employees represented by the Union as to the interpretation or application of a specific provision of this Agreement.

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

Step 1

Any employee having a grievance shall first take up the matter with the Director (or his designated representative) and the Union Steward or the Steward's Alternate.

Step 2

If the grievance is not settled at Step 1, the Steward, or his Alternate, shall submit a written grievance, signed by the employee and the Steward (or Alternate) to the Director within ten (10) work days of the date the employee becomes aware or reasonably should have become aware of the facts giving rise to the grievance. The Director (or his designated representative) shall give his written decision to the grievance within five (5) work days of this Step 2 meeting.

Step 3

If the grievance is not settled at Step 2, the Union may request a meeting to be held between the Union President, the Director, the Court Administrator, the Human Resources Director for the County of Monroe, and the Union's Business Agent, or their respective designated representatives. Such request shall be made to the Court Administrator or designee by the Chief Steward (or his designated representative) within five (5) work days after receipt of the Step 2 answer. The Court Administrator or designee shall schedule a meeting within ten (10) work days of receipt of the request. The decision of the Court Administrator or designee shall be given in writing, by mail, within the next five (5) work days following the termination of the Step 3 meeting.

Step 4 Arbitration

(a) If the grievance is not satisfactorily settled at Step 3, either the Employer or the Union may, within ten (10) work days after receipt of the Step 3 answer, appeal the grievance to binding arbitration by serving written notice thereof upon the other party. If the grievance is not appealed to arbitration within such ten (10) day period, it will be considered closed on the basis of the Step 3 answer.

(b) If the grievance is appealed to arbitration as hereinabove provided, the parties may mutually agree upon an arbitrator to hear the grievance. If the parties are unable to mutually agree upon an arbitrator then the party desiring arbitration shall, within ten (10) work days of the date of its written appeal to arbitration, request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of nine (9) arbitrators, the parties will each strike four (4) names from the list on an alternating basis. The last person remaining on the list shall be appointed to arbitrate the grievance. (Upon mutual agreement, the parties may request a second list of arbitrators from the FMCS.)

(c) The arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect as of the date of the appeal of the matter to arbitration.

(d) Each party shall be responsible for its own expenses, if any, in connection with

the arbitration proceedings. The arbitration fees and expenses shall be split evenly between each party.

(e) 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.

(f) The arbitrator's decision, when made in accordance with his jurisdiction and authority, shall be final and binding upon the Employer, the Union and any employee or employees involved and cannot be changed by any individual.

Section 3. Miscellaneous Provisions. The entire grievance procedure shall be subject to the following provisions:

(a) For purposes of this Grievance Procedure, "work days" shall exclude Saturday, Sunday and Holidays.

(b) 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) work days of the date the employee becomes aware or reasonably should have become aware of the facts giving rise to the grievance. Any grievance not submitted within such time limit shall be considered automatically closed.

(c) Failure of the grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Employer or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step.

(d) 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 layoff and will be paid the regular rate of pay for his classification if the position has not otherwise been eliminated and the employee has the requisite seniority to fill a position in such classification.

(e) No claims 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.

(f) The Union shall have the right to grieve working conditions of the facility that are hazardous to the health or safety of the employees. In emergency circumstances, the Union shall also have the right to request an immediate Special Conference with the Director of the Youth Center. This section shall not be interpreted to interfere with the general operation of the Youth Center.

(g) It is understood that the Union's Business Agent, the Court Administrator and the Chief Judge, or their respective designees, may upon mutual agreement revisit any grievance after Step 3 for the purpose of settling any grievance prior to arbitration.

(h) The time limitations set forth in this Grievance Procedure may be extended by mutual agreement of the Employer and the Union.

ARTICLE 9 STRIKES AND LOCKOUTS

Section 1. The parties to this Agreement recognize the service of governmental agencies and the duty of the Employer to render continuous service to the citizenry. Therefore, the Union agrees that it will not call, engage in, participate in or sanction any strike, sympathy strike, stoppage of work, or slow-down. The Employer agrees that it shall not lock out any of its employees.

Section 2. The employees cannot be ordered to cross a picket line if such action could adversely affect the personal safety of the employee. The Employer shall not be required to pay the wages of the employees who are unable to report to work on agency property under this section.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section 1. Seniority employees shall not be disciplined or discharged without just cause.

Section 2. An employee may request the presence of his Steward (or Alternate) during a meeting in which he reasonably expects to be disciplined. When a Steward is requested, the disciplinary process and conversation will stop until the Steward (or Alternate) is present with the employee. During the meeting the Employer's representative will advise the employee and the Steward (or Alternate) of the discipline contemplated and the reason for it. During this meeting, the Steward (or Alternate) shall, upon request, be granted a reasonable opportunity to meet privately with the employee.

Section 3. If a suspended or discharged employee elects to challenge such action, he shall file a grievance within three (3) working days following the suspension or discharge at Step 3 of the Grievance Procedure. Any such grievance not meeting this time requirement shall be disallowed.

Section 4. In imposing a disciplinary penalty upon a current charge, the Employer will not take into account any prior minor infractions which occurred more than one (1) year previously.

ARTICLE 11 WORK RULES AND REGULATIONS

Section 1. The Employer shall have the right to make, modify and enforce reasonable rules and regulations relating to employee conduct which, when published or posted, shall be observed by all employees. Employees who fail to abide by such rules and regulations shall be subject to discipline up to and including termination.

Section 2. The Employer shall develop and publish a Policy/Procedure Manual, which shall be distributed to all employees. The provisions of this Manual shall not conflict with any Article and/or section of the current Labor Agreement. Newly hired employees shall be given a copy of the Policy/Procedure Manual and any new additions. The Union shall receive one (1) additional file copy.

ARTICLE 12
HOURS OF WORK

Section 1. Normal Work Week/Normal Work Day. The normal schedule for the employee's covered by this agreement shall be eighty (80) hours per pay period.

1. The Treatment Specialist, Group Leader, Midnight Shift Coordinator and Juvenile Detention Specialist classifications shall be on a hybrid work schedule that consists of 8 hour shifts and 12 hour shifts. Employees assigned to a 12 hour shifts shall be scheduled six (6) twelve (12) hour shifts and one (1) eight hour shift per pay period. Within each pay period employee assigned to this scheduled will work 36 hours in one week and 44 hours one week.
2. Employees assigned to the Cook and Secretary classifications shall normally be scheduled five (5) eight hour shifts for forty (40) hours in each seven (7) day work period.

Section 2. Overtime. Employees shall not work more than their normal work day or the normal work week without the prior verbal approval of the Department Head or designee.

Employees may be required by their supervisors to work overtime before or after regular shift hours.

Employees who work more than forty (40) hours in a work week shall receive one and one-half (1 ½) times their regular hourly rate of pay for hours worked in excess of forty (40) hours in a work week. Hours for which a person is off work due to paid sick time, paid personal time, paid vacation, paid funeral time, paid compensatory time, and paid holidays shall count as hours worked.

It is understood between the parties that when a time change occurs that the employees will be paid for actual hours worked.

The normal procedure for making overtime assignments shall be as follows:

Step 1

The Employer shall first assign overtime to qualified on-call employees, if available.

Step 2

If an on-call employee is unavailable to take the overtime assignment, the Employer will

seek volunteers from those employees who are presently working and possess all of the requisite qualifications, skills, abilities, and competencies to perform the work. The employee who has least recently been offered or worked overtime shall be the first to be offered the overtime assignment.

Step 3

If insufficient qualified volunteers are obtained through Step 1, the Employer will seek volunteers from those full-time employees not scheduled to work who possess all of the requisite qualifications, skills, abilities and competencies to perform the work. Such assignments shall be made in order of seniority, most senior first.

Step 4

If the Employer determines it is necessary to assign the overtime work to an employee in the bargaining unit, the employee who possesses the requisite qualifications, skills, abilities, and competencies to perform the work and least recently volunteered or was required to work overtime, shall be assigned the mandatory overtime. Notwithstanding the foregoing, no employee will be required or permitted to perform the overtime if it will make them work three (3) consecutive shifts.

In the event an employee is either required to work or volunteers to work at least four (4) consecutive hours of overtime, or volunteers to work four (4) consecutive hours or longer on his scheduled day off or off shift, the Shift Supervisor or designee will record in the appropriate space provided on the "Overtime Rotation List" the date hours worked by said employee and sign his name as the person authorizing the overtime.

A periodic three (3) month review will be made of the overtime assignments to ensure they are equitably rotated. If an employee is bypassed for an overtime assignment, the matter shall be remedied by awarding the employee the next overtime assignment following the date on which the problem is discovered and resolved by the parties.

Violations of this section shall be subject to the grievance procedure commencing at Step 3.

Section 3. Work Assignments. The Youth Center is a co-educational facility. Subject to the provisions hereinafter provided, Employees shall select a work shift and schedule for the next year on the basis of seniority within job classification. Shifts and schedules shall become effective as close to January 1st of each year as possible. Although every effort will be made to allow employees to select work shifts and schedules on the basis of seniority (most senior first), and to obtain overtime assignments on a rotational basis, there shall be at least one member of each gender of the line staff (i.e. Juvenile Detention Specialist, Group Leader and Treatment Specialist) working at all times. In addition, where there is a demonstrable need for line staff with certain qualifications, skills, abilities, or competencies on any given shift, schedule, or overtime assignment, the Director is empowered to bypass considerations of seniority where necessary to ensure that employees with said requisite qualifications, skills, abilities, and competencies are adequately represented on said shift, schedule, or overtime assignment.

Section 4. Call-in or Call-back Compensation. Employees called in prior to their

regular shift or on a day other than their normal scheduled work day shall be entitled to receive a minimum of two (2) hours work or pay, at the discretion of the Employer.

Section 5. Lunch Period. Employees in the Group Leader, Treatment Specialist, Juvenile Detention Specialist, Cook, and General Service Attendant job classifications shall receive a paid meal period each work day. These meal periods shall be regarded as "work time" and may be scheduled on a staggered basis so as to permit the continuous operation of the Youth Center. All other employees shall receive a one (1) hour unpaid lunch period each work day. These lunch periods may also be scheduled on a staggered basis so as to permit continuous operation of the Youth Center.

Good grooming, table manners, and dining room etiquette is a part of the training program of the Youth Center and will be directed and supervised by all Group Leaders and Juvenile Detention Specialists.

ARTICLE 13 SENIORITY

Section 1. The following provisions shall govern seniority:

(a) Newly hired employees shall be on probation for a period of one hundred and eighty (180) days from the date of hiring.

(b) During the term of the probationary period, such employees shall be entitled to all the rights and privileges as provided in this Agreement. However, the discharge of a probationary employee during the period of probation for other than union activity or discrimination prohibited in Article 4, shall not be a subject of a grievance. After the completion of the probationary period for such employees, seniority shall be effective as of the employee's original date of employment.

(c) Seniority shall be a factor used to determine layoff, recall, promotion, bidding on job vacancies and shift preference, provided the employee has the ability and qualifications to perform the job.

(d) An employee shall lose all seniority rights and his employment for any of the following reasons:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failure to return to work within ten (10) working days after receipt of notice of recall from layoff by certified mail, return receipt requested.
4. The employee has been on layoff for the length of his seniority or two (2) years, whichever is shorter.
5. The employee fails to report to work on the first day following the expiration of a leave of absence, unless the maximum period for the

duration of such leave has not expired and the employee is unable to report for reasons beyond his control.

6. The employee is employed elsewhere during a leave without advance written approval of the Employer.
7. An employee is absent for three (3) consecutive working days without notifying the Employer, unless the employee is unable to give such notice for reasons beyond his control.
8. An employee is on an FMLA or workers' compensation disability leave of absence (including a leave for which duty disability benefits are payable) for more than two (2) years. (If an employee goes on a leave of absence for reasons related to, and within ninety (90) days after his return from, an illness or injury causing a previous leave of absence, he shall be deemed to be continuing the original leave of absence.)

(e) Notwithstanding his position on the seniority list, the Chief Steward shall in the event of layoff, have super-seniority above all others in the bargaining unit, provided he has the job qualifications and ability to perform the available work. The Chief Steward shall be returned to his regular standing on the seniority list upon termination of service.

Section 2. Transfer Within the Unit. An employee awarded a transfer or promotion to another position within the bargaining unit may elect to return to his former classification and rate of pay, without loss of seniority, during the probationary period of the new position. The Employer may disqualify an employee during the probationary period of the new position, if the Employer determines the employee lacks the ability to do the job. If disqualified during the probationary period, the employee will return to his former classification and rate of pay, without loss of seniority to an available vacancy. If no vacancy exists, the employee may be assigned to replace a probationary employee of the Employer's selection. If there is no probationary employee, the employee shall replace the least senior employee in his/her classification.

Section 3. Transfer Out of the Unit (Within the Youth Center). An employee awarded a transfer or promotion to another position within the Youth Center, may elect to return to his former classification and rate of pay, without loss of seniority, during the probationary period of the new position. If a vacancy exists at the time of reinstatement, the employee shall be placed in the vacancy. If no vacancy exists at the time of reinstatement, the employee may be assigned to replace a probationary employee of the Employer's selection. If there is no probationary employee at the time of reinstatement, the employee shall replace the least senior employee in his/her classification.

Section 4. Transfer Out of the Unit (Outside of the Youth Center). Employees transferring outside of the Youth Center shall not be entitled to prior service credit for seniority purposes, except with respect to vacations, and retirement.

ARTICLE 14
LAYOFF AND RECALL

Section 1. When it is necessary to make a reduction of the number of employees in any job classification in the bargaining unit, the following procedure shall be used in making such reduction:

(a) Temporary employees shall be laid off (in any order) prior to seniority and probationary employees, providing the remaining probationary and seniority employees are able to perform the work with minimal instruction and supervision.

(b) Probationary employees shall be laid off (in any order) prior to seniority employees, provided the remaining seniority employees are able to perform the available work with minimal instruction and supervision.

(c) If it is necessary to lay off additional employees, they will be laid off in inverse seniority order, providing the remaining seniority employees are able to perform the work with minimal instruction and supervision.

(d) The Employer shall give fourteen (14) calendar days notice to the Union and employee prior to any lay-off.

Section 2. An employee recalled and reinstated to the former position held shall receive the former rate of pay in addition to any wage increases which are applied to the job classification during the period he/she was on the recall list.

Section 3. Employees who are laid off shall be paid for any and all unused vacation days that they have accumulated during their employment.

Section 4. The Union Steward shall be given the names and order of lay-off or recall whenever employees are laid off or recalled to work.

Section 5. The Employer and the Union agree that full-time employees shall be recalled from layoff to fill vacancies due to vacations or leaves of absence of two (2) weeks or more. This does not apply to an employee working full-time elsewhere.

Section 6. In lieu of lay-offs or permanent reductions in force, the Employer may request a meeting with the Union for the purpose of reaching an agreement on a reduced work schedule in order to curtail lay-offs or a permanent reduction.

The Union agrees to indemnify and save the Employer, its agents, or employees harmless against any claims, demands, suits, and any other forms of liability, which may attach to or legality of the use of this provision.

Section 7. Recall of seniority employees will be in reverse order of lay-off. Employees who are on the lay-off list shall have ten (10) days from date of notification by registered mail or certified mail within which to report and return to the employment of the Center. During this time, the job may be temporarily filled. If the employee fails to return during

this period, he shall forfeit his seniority and rights of recall. (No employee shall be required to return to work unless it is expected to be full-time.)

Section 8. In the event that any job classification is eliminated, the affected person will be allowed to bump the least senior employee in a lower rated job whose job he has the qualifications and ability to perform.

ARTICLE 15 POSITION VACANCIES

Section 1. Regular Position Vacancies. The following provisions shall govern the filling of regular position vacancies:

(a) The Employer shall develop standard job descriptions for each classification. Such job description shall set forth the required duties and minimum requirements.

(b) The Employer will post a notice of vacancy within the bargaining unit for five (5) working days on the bulletin board provided by this Agreement setting forth the title of the job classification, the rate of pay, the shift and a brief description of the required duties as displayed in the standard job descriptions.

(c) All employees in any classification covered by this Agreement shall be eligible to submit a bid, in writing, requesting consideration for a transfer to the job classification where the posted vacancy exists. Only those employees who make application during this five (5) day period will be considered for a job. Promotions shall be made on the basis of each candidate's education, training, experience and other qualifications. In the event two (2) or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. Notice of the successful bidder, if any, shall be posted and the bidder transferred within thirty (30) work days after the bidding closes. If the Employer is unable to transfer the employee within said period, the employee shall be compensated at the rate of the position he was awarded, or his present rate, whichever is higher, until the employee can be transferred.

All employees so promoted shall be placed on the higher rated job for a probationary period not to exceed thirty (30) work days. In the event the employee does not successfully pass the probationary period, or elects to voluntarily return to his/her former position, such employee shall be returned to his former position without loss of seniority or pay or benefits. If, in the opinion of the Employer, no qualified bidders are available through the bidding procedure, the Employer may fill the posted vacancy by hiring a new employee. In the event the Union is not satisfied with the Employer's determination, the Union may use the grievance procedure.

(d) Employees may exercise their seniority to bid the schedule of a vacant position in the same classification and pay grade. Except in extraordinary circumstances, the transfer shall be made within ten (10) work days of the Employer's receipt of such bid.

Section 2. Temporary Vacancies.

(a) In the event a temporary vacancy occurs in a job classification in the bargaining

unit, the opportunity to fill such temporary vacancy shall be offered to qualified employees in the classification in order of seniority. If no employees desire to fill such vacancy, the Employer may fill the vacancy by assigning the least senior qualified employee within the classification. An employee temporarily transferred shall continue to acquire seniority and upon completion of the temporary transfer the employee so transferred shall return to the job where he held seniority.

(b) If a temporary job vacancy is expected to exceed ninety (90) work days and the time is not extended by mutual agreement between the Employer and the Union, the temporary job vacancy shall be filled for the balance of the temporary absence by following the job bidding procedure set forth in this Article. Such postings shall be marked as temporary vacancies only, so that bidding employees may know of the temporary nature of the vacancy. An employee temporarily transferred shall continue to acquire seniority and upon completion of the temporary transfer the employee so transferred shall return to the job where he held seniority.

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.

ARTICLE 16 COMPENSATION

Section 1. Base Wages. The base wage rates for each classification covered under this Agreement are set forth in Appendix A -1 and A-2.

Employees hired on or after January 1, 2021, will be placed on the Tier 1 Wage Schedule. After one (1) year of service at Step 1, the employee shall advance to Step 2. The employee shall thereafter advance to each successive step after twelve months service at each step until the employee reaches the maximum step of the Tier 1 Wage Schedule set forth in Appendix A-1.

Effective January 1, 2021, employees on the Tier 2 Wage Schedule who elect to no longer be an active member of the Monroe County Employee's Retirement System and enroll in the Defined Contribution Retirement Plan offered through MERS, shall be placed on the Tier 1 Wage Schedule (Appendix A-1) at the same step as the employee held on the Tier 2 Wage Schedule (Appendix A-2) upon the date of election.

Effective January 1, 2021, employees on the Tier 2 Wage Schedule (Appendix A-2) and who elected to remain an active member of the Monroe County Employee's Retirement System shall continue on the Tier 2 Wage Schedule (Appendix A-2). After completing eight (8) years of service an employee shall be placed at the same step on the Tier 1 Wage Schedule (Appendix A-1) as the employee last held on the Tier 2 Wage Schedule (Appendix A-2).

Section 2. Payment of Wages. Employees will be paid wages due by direct deposit every two (2) weeks. Payroll will be distributed by the Department Head or his representative, every other Friday as early as possible in the day. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose. One (1) week of wages is withheld to provide the necessary time to prepare the payroll. In the event a holiday falls on a payroll Friday, payroll will be distributed on the last working day preceding the holiday as early as possible in the day.

Section 3. Pay Adjustments For Promotions, Transfers and Demotions and Temporary Assignments Out of Classification.

(a) If an employee is promoted, or temporarily transferred for a period exceeding three (3) continuous working days (excluding employees who are on vacation) to a classification in a higher pay grade, his base pay shall be increased to the rate specified for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, 5% above the base rate he was last paid in his former position, or the maximum rate of the higher pay grade, whichever is lesser.

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

(c) If an employee is transferred or demoted to a classification in a lower pay grade, his base pay shall be reduced to the rate specified for the same step on the salary schedule in such lower graded position as the step on which he was placed at the time of his transfer or demotion.

(d) A premium of \$2.00 per hour shall be paid for all hours worked to each member of the line staff who is assigned to replace a Shift Supervisor.

Section 4. Transfers from Part-Time to Full-Time Status. An employee who is transferred from part-time to full-time status shall have his part-time hours converted to full-time service for purposes of placement at the appropriate step of the salary schedule and to determine the date on which insurance benefits will commence. All other fringe benefits shall commence effective on the date of the employee's transfer to full-time status.

Section 5. Shift Premium. Employees covered by this Agreement shall be eligible for a shift premium of \$0.35 per hour for work on the midnight shift and \$0.45 per hour for work on the afternoon shift, with the exception of employees assigned to a 12 hour rotating shift on the hybrid work schedule who shall not be eligible for shift premium.

ARTICLE 17
JOB CLASSIFICATIONS

If a new job classification is created by the Employer during the term of this agreement resulting from a significant change in the duties and responsibilities of a job classification, the Employer shall establish a temporary rate for that job classification and shall notify the Union immediately of the establishment of the new job classification and the temporary rate. Within ten (10) working days after such notification the Union may request, in writing, the opportunity to negotiate with the Employer on the rate of pay for the new classification. If the Union does not request negotiations within the aforesaid ten (10) working day period the temporary rate shall become the permanent rate of pay for the new job classification for the balance of the term of this Agreement. If no agreement has been reached at the end of the thirty (30) calendar days after the first meeting between the Union and the Employer on the rate of pay for such new job classification, the matter shall be processed through the grievance procedure. If the grievance is referred to an Arbitrator, he or she shall use as the basis for his decision, the qualifications, and the 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 18
INSURANCE

Section 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.

(c) All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing, and other provisions of the plans. Employees are eligible to change their coverage selection from among the options listed above during periods of open enrollment. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through automatic payroll deduction. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment.

(d) To qualify for health care benefits as above described each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the commencement of his regular employment with the Employer. The Human Resources Department shall provide all the necessary forms for enrollment.

(e) Except as otherwise provided in Article 22, Leaves of Absence, Section 1, Family and Medical Leave, when on an authorized unpaid leave of absence of more than thirty (30) days, 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.

(f) Except as otherwise provided under this Agreement and/or under COBRA, an employee's health care benefits shall terminate on the date the employee goes on a leave of absence for more than thirty (30) days, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's health care benefits coverage shall be reinstated commencing with the employee's return.

(g) An employee who is on layoff or leave of absence for more than thirty (30) days or who terminates may elect under COBRA to continue the coverage herein provided at his own expense.

(h) The Employer reserves the right to change 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.

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

Section 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 County's 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, his spouse, and dependents. 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 paid for by the County of Monroe, 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 waives health care benefits coverage as herein provided and receives the \$1,000 voluntary payment shall not be eligible to receive health care benefits from a spouse employed by the County of Monroe. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

(d) An employee who has waived coverage as hereinabove provided may apply to have such coverage reinstated during periods of open enrollment or provided he demonstrates that he can no longer receive such benefits from another source, e.g. loss of coverage from another carrier or divorce. Requests for reinstatement will not be unreasonable denied. All such applications for reinstatement shall be made, in writing, to the County's Human Resources Department. The County's Human Resources Department will respond to such requests within fifteen (15) calendar days of receipt of the request. Coverage will be effective on the date coverage is lost. Such response will indicate the effective date that the employee, his spouse and dependents is once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 3. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time employee (and his eligible dependents*), the 100/75/50 Co-pay Dental Plan in effect January 1, 2014. The Employer shall pay 95% of the illustrated premium cost of such benefits and the employee shall pay the balance.

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

(b) To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits upon the commencement of his regular employment as directed by the Employer.

(c) When on an authorized unpaid leave of absence for more than two weeks or at the end of the month, whichever is greater, 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 prior to the commencement of the leave as directed by the Employer. 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 or at the end of the month, whichever is greater.

(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 or at the end of the month, whichever is greater, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's dental care benefits coverage shall be reinstated commencing with the employee's return.

(e) An employee who is on layoff or leave of absence of more than two weeks, or at the end of the month, whichever is greater 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 plans, the carrier(s) and/or manner in which it provides the above benefits, provided that the benefits are substantially equal to or better than the benefits outlined above.

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

Section 4. Vision Care Benefits.

(a) The Employer shall provide each regular, full-time employee (and his eligible dependents*) vision care benefits coverage through Blue Cross/Blue Shield of Michigan Vision Blue Plan in effect January 1, 2017, 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 under the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

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

(c) 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 or at the end of the month, whichever is greater.

(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 or at the end of the month, whichever is greater, terminates, retires, or is laid off. Upon return from a

leave of absence of more than two weeks or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

(e) An employee who is on layoff or leave of absence of more than two weeks, or at the end of the month, whichever is greater 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(s), the carrier(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) An employee who desires to waive vision care benefits for herself, her spouse, and dependents shall submit a written request for such to the Human Resources Department annually.

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

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

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

<u>ANNUALIZED SALARY</u>	<u>BENEFIT AMOUNT</u>
Less than \$20,000	\$20,000
\$20,001 to \$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 upon the commencement of his regular employment as directed by the Employer.

(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, or at the end of the month, whichever is greater-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 prior to the

commencement of the leave as directed by the Employer. 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, or at the end of the month, whichever is greater.

(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, or at the end of the month, whichever is greater, terminates, retires or is laid off. Upon return from a leave of absence of not more than two weeks, or at the end of the month, whichever is greater, 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 substantially equal to or better than the benefits outlined above.

Section 6. Non-Duty Disability Benefits.

(a) The Employer agrees to continue to provide each regular, full-time seniority employee non-duty disability benefits, subject to such additional terms, conditions, exclusions, limitations, deductibles and other provisions of the current plan. Coverage shall commence on the day following the employee's 365th day of continuous employment.

(b) The Employer reserves the right to offer "favored work" to an employee who is receiving non-duty disability benefits, as long as the "favored work" is within the employees limitations and restrictions as certified. If the employee is released from the limitations and restrictions as certified within two (2) years of the date the employee first becomes disabled, the employee shall be returned to the position he held immediately preceding his non-duty disability. Any employee who refuses such "favored work" offer shall not be eligible for non-duty 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 non-duty disability benefits.

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

(d) 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
- Duty 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. The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement.

(f) The employee shall complete the non-duty disability form provided by the Employer or its designee, 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. Supplemental documentation shall be provided as often as required by the Employer but no less than once per month. The Employer may at any time also require the employee to submit to additional examination and testing by physicians of its choice. The Employer shall pay the cost of any such examinations and tests.

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

(h) The Employer or its designee 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 or its designee may, at its discretion, extend said insurance benefits or allow the disabled employee to purchase said benefits from its carrier, if applicable.

(i) Successive periods of disability separated by less than two (2) weeks of full-time active employment at the employees customary place of employment shall be considered a single period of disability unless the subsequent non-duty disability is due to an injury or sickness

entirely unrelated to the causes of the previous non-duty disability and commences after the employee has returned to full-time active employment.

(j) No payment will be made for benefits resulting from:

- Disability for which the individual is not under the continuous care of a physician;
- Intentional, self-inflicted injuries or illnesses while sane, or self-inflicted injuries or illnesses while insane;
- Participation in a riot, rebellion or insurrection;
- Commission or attempted commission of a criminal offense.
- The abuse of drugs or alcohol unless: (1) the employee is confined in a hospital or is satisfactorily participating in a program of rehabilitation deemed appropriate by the Employer or designee and this confinement or rehabilitation began during the waiting period, or (2) there is also organic disease present which would cause total disability if the abuse of the drug or alcohol ceased. In any event, disability benefits for abuse drugs or alcohol is limited to no more than twenty-six (26) weeks.

(k) Vacations, holidays, longevity, sick pay, and other employee benefits shall not accrue, accumulate or be paid when the employee is receiving disability benefits.

(l) Non-duty disability payments shall be made on a weekly or bi-weekly basis.

(m) The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's plan.

(n) To qualify for non-duty disability benefits as above described, each employee must individually enroll and make proper application for such benefits with the Employer upon the commencement of his regular employment with the Employer Forms shall be provided to employees by the Employer or designee. An employee who fails to complete, sign and return the application forms as herein provided is specifically and expressly excluded from such benefits until such time as he enrolls and makes proper application during an open enrollment period.

(o) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the non-duty disability benefits herein provided for the period that the employee is on the active payroll.

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

(q) 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 substantially equal to or better than the benefits outlined above.

(r) The Employer's responsibility to pay for any of the foregoing disability benefits shall terminate as of the expiration date of the Agreement.

Section 7. Duty Disability Benefits.

(a) The Employer agrees to make duty disability payments to employees covered by this Agreement.

(b) "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, or (2) an injury incurred by an employee while attempting to physically manage a resident in the performance of the employee's assigned job functions;

(c) The employee must report such injury to his immediate supervisor as soon as possible and submit to such medical treatment as may be necessary under the circumstances. The supervisor shall keep a written record of the notification of each such reported injury;

(d) The eligible employee must be disabled from performing work for the Monroe County Youth Center to the extent required by the Michigan Workers' Disability Compensation Act and each party agrees to be bound by the determination under such Act as to the fact of disability; provided, however, if the period of disability does not exceed seven (7) days, an eligible employee shall nevertheless be entitled to payments hereunder upon the certification of the treating physician that such employee is disabled for duty for such time as the certification may specify;

(e) To be eligible for duty disability payments under this plan, the following is required:

1. If an eligible employee is unable to perform his regular duties as a result of a duty disability as herein defined, he will be required to perform such other Departmental duties as he is capable of performing within such reasonable medical restrictions as may be determined in light of the nature of his disability. In the first instance, the treating physician shall determine any such restrictions on work activities but the Employer may, at its expense, have the employee examined by a physician of its choosing for the purpose of determining whether the employee can perform any duties within the Department, and, if so, what restrictions are applicable. In the event there is a disagreement between the treating physician and the Employer's physician as to whether the employee may perform such duties, it shall be resolved by an independent third party physician elected by the treating physician and the Employer's physician, and such independent third physician's decision shall be binding upon the employee, the Union and the Employer. Duties assigned to an employee pursuant to this provision may be different than those duties to which the employee would normally be assigned.

2. In the event of complete disability, such that the employee cannot continue to perform any departmental duties, he shall be entitled to disability benefits computed as follows:
 - i. The disabled employee's net pay after all applicable deductions shall be determined on a weekly basis based upon his rate of pay, income tax status and deduction status as of the last full pay period ending prior to the date of disability and computed upon the assumption that the employee worked eighty (80) hours during such pay period. Utilizing this information, the Employer shall determine the disabled employee's net take-home weekly wage, which would be the amount the employee would have received for such pay period if he had not been injured.
 - ii. From the disabled employee's net weekly take-home wage, there shall be deducted weekly workers' disability compensation benefits to which such employee is entitled under the workers' disability compensation laws of the State of Michigan, and other payments received by the employee under this Agreement, and the Employer will pay the difference between such weekly workers' disability compensation benefits and the disabled employee's net weekly take-home pay, as computed above, for a maximum period of two (2) years.
 - iii. In the event an employee remains completely disabled within the meaning of this Section for the period of one (1) year, such employee shall promptly make application for social security disability benefits, shall furnish proof to the Employer of such application and shall keep the Employer informed at all times as to the status of such claim. In the event the disabled employee is awarded social security disability benefits, the Employer's liability for duty disability payments under this duty disability plan shall be the difference between the sum of weekly workers' compensation benefits received by the disabled employee and social security disability benefits, computed upon a weekly basis at the rate of four and one-third (4-1/3) weeks per month, and the disabled employee's net weekly take-home pay shall not be less than what the employee would have received based on a 2,080 hour work year.
3. All of the foregoing are subject to further limitation of the Employer's responsibility for duty disability payments under this Agreement. This

responsibility shall be limited to a period of time, which is lesser of:

- i. The date the employee returns to full duty and is taken off of duty disability.
 - ii. The date the employee is placed on restricted duty and is paid the amount to equal the employee's regular pay.
 - iii. The date the employee attains the age of sixty-two (62) years and retires.
 - iv. The date the employee reaches two (2) years of absence from work due to the duty disability.
4. At this time, the Employer will be responsible for the difference between the net pay of the employee had he been able to return to full duty, and the combined amount of workers' disability, pension and social security payments. In the event social security, pension and/or workers' disability compensation would, for some reason, become unable to furnish payment, the Employer would be liable and pay the entire amount. As the salary schedule increases, it will also increase for the employee on Social Security and Disability Retirement.
5. While on duty disability pursuant to this Section, the employee's medical and life insurance will be continued for the period of said disability leave. Vacations, holidays, longevity, sick pay and other employee benefits shall not accrue, accumulate or be paid when an employee is receiving duty disability benefits. The employee's benefits status shall be frozen as of the date of commencement of this disability leave and, upon termination of the leave, such benefits shall be reinstated to the employee.
6. Duty Disability checks will be paid on the regular payday.

(f) The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's plan.

(g) An employee's disability benefit plan shall terminate on the date the employee goes on leave of absence, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

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

(i) The Employer's responsibility to pay for any of the foregoing disability benefits shall terminate as of the expiration date of this Agreement.

ARTICLE 19
RETIREMENT AND RETIREE HEALTH CARE

Section 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 19, 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 19.

Section 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, 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 55 or older with 30 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; 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.

(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. 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 January 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 compensation that is taken into account under the Retirement System effective with the first payroll paid in January 2021 until the last payroll paid in December 2021.

(ii) The member shall contribute five (5%) percent of his 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 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 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 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 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 shall remain a member and continue to accrue additional benefits under and in accordance with the terms of the Retirement System, and he 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 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 5. Retiree Health Care Benefits.

(a) Eligibility. All persons hired by the Employer on or after June 14, 2005 shall not be eligible for retiree health care benefits described under this Section 17.5, and shall not be required to make contributions to the Retiree Health Care Fund described in Section 5 (d) below.

The Employer shall provide those employees who were hired prior to June 14, 2005, and who separate for purposes of retirement and who receive benefits under the Monroe County Employees Retirement System Ordinance the following health care benefits, as provided in subparagraph (b) below and the Monroe County Retiree Health Care Plan. The spouse and eligible dependents of such employees shall be eligible for retiree health care benefits as provided in subparagraph (c) below and the Monroe County Retiree Health Care Plan. Except as otherwise provided in subparagraph (c) below, such coverage shall be provided to the retiree only. The retiree's contribution to the cost of coverage for himself and/or spouse and eligible dependents shall be payable on a monthly basis through automatic deduction from the retiree's pension benefit.

All coverage shall be subject to the specific 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 carrier(s), plan(s), and/or the manner in which it provides the benefits listed below, provided that the benefits are equal to or better than the benefits outlined below.

(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.

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 Medicare program deductible, not to exceed \$150. Such Plan will have the same Rx drug benefits the County provides its active employees.

(c) Spousal and Dependent Coverage: To be eligible for the health care benefits 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 or dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. The Monroe County Plan shall provide secondary coverage. Upon payment of the required contribution to illustrated premium by the retiree for his own coverage or coverage of the retiree's spouse and/or dependent child(ren), the Employer shall pay 50% of the remaining part of the illustrated premium cost 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 thirty (30) 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.

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

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.

(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 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 June 14, 2005 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 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 6. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance. Effective January 1, 2011, new hires will not be eligible for retiree life insurance.

Section 7. Retiree Dental Care Benefits. Employees who retire and are eligible for a pension and Retiree Health Care Benefits shall be allowed to purchase dental care benefits through the Employer at the Employer's cost.

Section 8. Retiree Vision Care Benefits. Employees who retire and are eligible for pension and Retiree Health Care Benefits shall be allowed to purchase vision care benefits through the Employer at the Employer's cost.

Section 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 June 14, 2005 and are not eligible for retiree health care benefits provided in Section 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 20 HOLIDAYS

Section 1. Subject to the provision of Section 3 below, all regular full-time employees will receive eight (8) hours pay at their regular straight-time hourly rate for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day

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

The actual day on which one of the foregoing holidays falls shall be the designated holiday for Group Leaders, Treatment Specialist, General Service Attendant, Juvenile Detention Specialists and Cooks. The Employer shall designate the day of observance of each holiday for all other employees.

Section 2. Employees who work on any of the holidays set forth in Section 1 above shall receive time and one-half (1 ½) for all hours worked on the holiday. At the employee's election, up to eight (8) hours compensatory time may be earned in lieu of compensation, subject to a maximum accrual of twenty-four (24) hours compensatory time at any point in time. Employees may elect to use compensatory time in whole-hour increments not to exceed eight (8) hours. The utilization of compensatory time shall be subject to scheduling and approval of the Director.

Section 3. To be eligible for holiday pay an employee must work the last scheduled work day before, the next scheduled work day after the holiday and the day of its observance, unless the employee has received an excused absence, is on approved vacation, or approved personal leave. (Note: Employees who are receiving disability, duty disability, workers compensation benefits, or who are on an unpaid leave of absence shall not be eligible for holiday pay.)

Section 4. Employees who are on vacation during the period in which a designated holiday is observed shall be paid for such holiday and shall not have the day counted as part of the employee's vacation.

ARTICLE 21 VACATION

Section 1. Description of Vacation Benefits. For the purpose of computing vacation time the minimum time of one (1) hour will be taken. All time in excess of one (1) hour in any one (1) day will be rounded off to the next nearest tenth of an hour.

Vacation hours are earned per each *qualified calendar month from the employee's anniversary date. The minimum vacation period, at any one time, is to be one (1) hour.

Vacations 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.

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	40.0 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

No special vacation pay will be made but checks will be issued as of the normal pay days as they occur. Vacation pay shall be determined as of the employee's current salary at the time the vacation is taken. Vacation may not be taken until it is fully earned.

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

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

*Qualified calendar month means a month that the employee receives at least 120 hours of pay.

Section 2. Vacation Requests. If desired, employees shall be permitted to select one (1) vacation period per year based on their seniority. In the last quarter of each year, employees shall submit their vacation requests for the following year. Each vacation period selected by seniority shall be for a minimum of one (1) normal scheduled work week, and shall not exceed a maximum of thirty (30) calendar days. Vacation periods shall be reviewed and approved by the Director, and notice given to the employee, prior to January 1 of each year. If there is more than one request for the same period of time, the person with the highest seniority shall be granted the request, provided the remaining employees are qualified in all respects to perform the available work.

Employees who do not wish to submit vacation requests on the basis of seniority will be granted vacation periods provided the remaining employees are qualified in all respects to perform the available work and the time off can be reasonably accommodated.

All vacation requests must be made in accordance with established policy and procedure. Employees must have sufficient accrued vacation time at the time each block of vacation is to begin or risk being denied the time off. No vacation request will be unreasonably denied.

ARTICLE 22
LEAVES OF ABSENCE

Section 1. 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 2. Sick Leave. Full-time employees who have completed the new-hire probationary period shall be credited with forty-eight (48) hours each calendar year. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.) Such annual "sick hours" shall not accumulate from one year to the next, but at the end of each year the employee shall receive payment at his regular hourly rate for 100% of all such unused annual "sick hours".

Sick pay benefits are subject to the following conditions:

1. Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability, which makes it impossible for the employee to perform regular duties.
2. Sick pay benefits will not be granted before they have been earned.
3. Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Director or his designee not later than one (1) hour before the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be the cause for denial of sick pay benefits.
4. The Employer may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate shall not apply to absences of less than forty-eight (48) hours unless such short periods of absence are habitual with the employee.
5. In the event an employee received sick pay benefits and it is subsequently established that the employee was not ill or disabled or has otherwise misused the sick pay benefits the Employer may cancel an equal number of sick hours previously accrued or to be accrued.
6. The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked during the absence.

For the purposes of computing sick time taken which would be less than one (1) day the actual sick time taken will be rounded to the next nearest tenth of an hour.

Section 3. Workers' Compensation Disability Leave. An employee who is disabled due to a work related injury that is compensable under the Michigan Worker's Disability Compensation Act shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. During such leave the employee shall be entitled to receive the applicable workers' compensation benefits required by law. The employee's medical and life insurance will be continued for the period of said disability leave. Vacations, holidays, sick pay and other employee benefits shall not accumulate or be paid during such leave. The employee's benefits status shall be frozen as of the date of commencement of the compensation leave and upon termination of the leave, such benefits shall be reinstated to the employee.

Section 4. Personal Leave. Regular full-time seniority employees who have completed one (1) year of service shall be credited with thirty-six (36) hours personal leave with pay each calendar year. (The addition of the four (4) hours is in consideration of the elimination of the Good Friday holiday).

Employees who complete one (1) year of service after January 1 shall receive prorated personal time during the first year of eligibility. Such time cannot be carried over from one calendar year to the next. Employees will be paid up to a maximum of thirty-six (36) 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.

Personal time may be used at the employee's discretion subject to the following limitations:

1. The Director or his designee shall be notified no later than two (2) hours before the employee's scheduled starting time when taking a personal day. This notification will be acceptable only if it is made on or before the day of the intended absence.
2. The Director his designee may deny the personal day if it will cause an overtime situation.
3. Personal days may not be taken on holidays nor after December 15 of any given calendar year.
4. Personal time may be taken in one-hour increments.

Employees with one (1) or more year of seniority may be granted a personal leave of absence by the Employer for compelling reasons for an initial period of up to two weeks. Applications for such personal leave shall be filed with the Employer. The reason for the leave shall be set forth in the employee's application. Once granted, personal leaves may be extended at the discretion of the Employer by its written approval obtained prior to the expiration of the original leave, but in no event for a period longer than an additional thirty (30) calendar days. Employees granted a personal leave shall be subject to the following provisions:

1. Upon return from personal leave, the employee shall be reinstated at the current

pay level and position as held as the time the leave was granted.

2. The employee must keep the Employer informed on any change in status or any change in conditions, which caused the request for leave.

Section 5. 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 day of the funeral/memorial service. 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/memorial service. 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, step-parents, sister, brother, child, stepchildren, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, and grandchildren. Time spent on funeral leave shall be considered as time worked for purposes of these policies and practices and employees' benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take the day off to attend the funeral/memorial service of a sister-in-law, brother-in-law, aunt, or uncle and receive pay for that day. The Employer agrees to allow the employee to use personal days or vacation days to attend a funeral/memorial service of 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 6. Union Leave. The Employer shall grant a Union leave of absence for a period of up to one (1) year to an employee elected to a Union position or selected by the Union to attend a labor convention or educational conference. A two (2) week advance notice in writing may be required for any such leave. Not more than one (1) employee shall be entitled to leave under this section at any one time. Such leave shall be without pay. The employee may reapply for one (1) additional year, sixty (60) days prior to the termination of the leave. At the conclusion of the leave, the employee shall be placed at the current salary level and in the same position as at the time the leave commenced.

Section 7. Jury Duty/Witness Leave. Employees shall be released from their regular scheduled duties for jury duty or to serve as a witness on matters pertaining to their job. Employees will be paid the difference between their jury pay (excluding mileage) and their regular pay when serving in this capacity. Seniority and benefits will continue to accrue for the employee while on jury duty. Employees who serve less than four (4) hours shall be expected to return to work or work their regular shift.

Section 8. General Provisions Applicable to All Requests for Leaves of Absence. The Director shall answer in writing all written requests for time off within seventy-two (72) hours of the date and shift requested.

ARTICLE 23 HEALTH AND SAFETY

Section 1. Subject to the provisions of applicable state or federal law, employees shall have the right to be informed of any resident, by name, who may have an infectious or

communicable disease, except where prohibited by law.

Section 2. The Employer will provide training by certified medical personnel in the proper handling of infectious and/or communicable diseases.

Section 3. The Employer will provide any materials necessary to properly handle infectious and/or communicable diseases, as advised by certified medical personnel.

ARTICLE 24 MISCELLANEOUS

Section 1. Bulletin Board. The Employer agrees to provide the Union with a bulletin board which shall be used to post union activities and notices of the following type:

- Notice of Union meetings, social and recreational activities.
- Notice of Union Elections.
- Results of Union Elections.

Section 2. Mileage. Mileage reimbursement will be paid at the rate established in accordance with IRS guidelines.

Section 3. Employee Clothing. Any employee of the Center who meets the Center's "Dressing for Safety" standards and whose clothes are damaged in the course of physical restraint of any resident will be compensated for such damage in a fair and equitable manner. The employee shall fill out an accident-incident report on such damage, describing the incident, and listing any witnesses. The employee shall complete the report the day of the incident and submit the report to the shift supervisor on duty at the time of the incident. In addition, the employee shall turn in the damaged clothing as soon as possible. The Director will determine if the article of clothing is to be replaced, and if so determined, will authorize a requisition for such article.

The Monroe County Youth Center shall purchase and maintain smocks and/or apron wear for employees who are required to work in areas where their personal clothing may be damaged. These areas include the art room, laundry, and kitchen.

Section 4. In-Service. The Monroe County Youth Center will conduct mandatory in-service sessions, consisting of physical management, C.P.R., First-Aid and other training as required by the State of Michigan. All employees shall be compensated for said attendance.

Section 5. Drug and Alcohol Testing. The Employer has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but to all those who work with the user. Therefore, the Employer may require a blood test, urinalysis, or other drug or alcohol screening of an employee upon reasonable suspicion that the employee is under the influence of drugs or alcohol.

Section 6. Employee Personnel Files. Upon written request to the Director, employees shall be provided access to their own personnel files in accordance with the provisions of the "Bullard-Plawecki Employee Right to Know Act". The Director shall schedule a time with the employee, which is convenient for both the employee and Director, to review their personnel files.

Section 7. Copies 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.

Section 8. General Liability Insurance. The Court 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 Court's right to amend the plan from time to time. The Union shall be provided with a copy of its General Liability Insurance Plan without charge upon its written request.

ARTICLE 25 SCOPE OF AGREEMENT

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

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

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

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

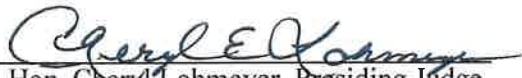
ARTICLE 26
DURATION

This Agreement shall be effective January 1, 2021, and shall continue in full force and effect until midnight December 31, 2024, and thereafter for successive periods of one year unless either party, on or before sixty (60) days prior to expiration, notifies the other party in writing of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement on the expiration date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, as of the date first above written.

Signed this 15th day of December, 2020.


FOR THE COURT



Hon. Cheryl Lohmeyer, Presiding Judge
Juvenile Section, Family Division,
38th Judicial Circuit Court


FOR THE COUNTY


J. Henry Lievens, Chairman
Board of Commissioners

FOR THE UNION


David LaMontaine,
Business Agent


Ernesto J. Moreo Jr.
Steward


Felicia Hotchkiss
Steward


Jared M Hehl
Steward

APPENDIX A-1
TIER 1 WAGE SCHEDULE

Effective January 1, 2021 through December 31, 2021

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Cook	4	13.16	13.53	13.92	14.29	14.71	15.12	15.55	15.99	16.42
Food Service Coordinator	6	15.28	15.72	16.18	16.63	17.12	17.61	18.08	18.58	19.11
Secretary	6	15.28	15.72	16.18	16.63	17.12	17.61	18.08	18.58	19.11
Juvenile Detention Specialist	7	16.60	17.08	17.59	18.09	18.59	19.12	19.66	20.21	20.75
Midnight Coordinator	8	17.87	18.39	18.92	19.45	20.01	20.58	21.14	21.74	22.33
Group Leader	9	19.24	19.80	20.35	20.95	21.54	22.16	22.78	23.41	24.06
Treatment Specialist	10	20.66	21.25	21.88	22.48	23.13	23.78	24.45	25.12	25.82

Effective January 1, 2022 through December 31, 2022

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Cook	4	13.74	14.15	14.57	14.97	15.41	15.84	16.28	16.73	17.17
Food Service Coordinator	6	16.06	16.54	17.03	17.51	18.03	18.54	19.03	19.55	20.09
Secretary	6	16.06	16.54	17.03	17.51	18.03	18.54	19.03	19.55	20.09
Juvenile Detention Specialist	7	17.42	17.94	18.48	19.01	19.54	20.09	20.65	21.23	21.78
Midnight Coordinator	8	18.78	19.33	19.90	20.47	21.05	21.64	22.24	22.86	23.46
Group Leader	9	20.24	20.84	21.43	22.06	22.69	23.34	23.98	24.63	25.30
Treatment Specialist	10	21.77	22.41	23.08	23.74	24.42	25.09	25.80	26.49	27.21

Effective January 1, 2023 through December 31, 2023

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Cook	4	14.34	14.79	15.24	15.67	16.13	16.58	17.03	17.50	17.95
Food Service Coordinator	6	16.87	17.39	17.91	18.42	18.97	19.50	20.01	20.55	21.10
Secretary	6	16.87	17.39	17.91	18.42	18.97	19.50	20.01	20.55	21.10
Juvenile Detention Specialist	7	18.26	18.83	19.40	19.96	20.52	21.09	21.68	22.28	22.84
Midnight Coordinator	8	19.72	20.30	20.91	21.52	22.13	22.74	23.37	24.01	24.63
Group Leader	9	21.27	21.91	22.54	23.21	23.87	24.56	25.22	25.89	26.58
Treatment Specialist	10	22.91	23.61	24.32	25.04	25.75	26.45	27.19	27.91	28.64

Effective January 1, 2024 through December 31, 2024

<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Cook	4	14.90	15.38	15.85	16.32	16.78	17.25	17.73	18.19	18.64
Food Service Coordinator	6	17.63	18.17	18.71	19.26	19.82	20.37	20.92	21.46	22.02
Secretary	6	17.63	18.17	18.71	19.26	19.82	20.37	20.92	21.46	22.02
Juvenile Detention Specialist	7	19.04	19.64	20.24	20.84	21.41	22.01	22.62	23.23	23.80
Midnight Coordinator	8	20.56	21.20	21.85	22.49	23.14	23.77	24.42	25.06	25.70
Group Leader	9	22.20	22.89	23.59	24.29	24.98	25.68	26.37	27.06	27.76
Treatment Specialist	10	23.98	24.73	25.47	26.23	26.97	27.73	28.48	29.23	29.97

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.

APPENDIX A-2
TIER 2 WAGE SCHEDULE

Effective January 1, 2021 through December 31, 2021										
<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Cook	4	12.53	12.85	13.22	13.59	13.99	14.37	14.79	15.19	15.61
Food Service Coordinator	6	14.51	14.95	15.39	15.81	16.28	16.73	17.19	17.67	18.15
Secretary	6	14.51	14.95	15.39	15.81	16.28	16.73	17.19	17.67	18.15
Juvenile Detention Specialist	7	15.78	16.23	16.72	17.19	17.68	18.17	18.68	19.21	19.73
Midnight Coordinator	8	16.99	17.49	17.99	18.49	19.02	19.57	20.11	20.67	21.22
Group Leader	9	18.30	18.82	19.36	19.91	20.48	21.06	21.65	22.25	22.86
Treatment Specialist	10	19.65	20.21	20.79	21.38	22.00	22.60	23.24	23.88	24.55

Effective January 1, 2022 through December 31, 2022										
<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Cook	4	13.10	13.45	13.85	14.24	14.66	15.06	15.49	15.90	16.33
Food Service Coordinator	6	15.27	15.75	16.22	16.66	17.15	17.62	18.11	18.60	19.09
Secretary	6	15.27	15.75	16.22	16.66	17.15	17.62	18.11	18.60	19.09
Juvenile Detention Specialist	7	16.57	17.05	17.57	18.07	18.59	19.11	19.63	20.18	20.71
Midnight Coordinator	8	17.86	18.39	18.93	19.47	20.02	20.59	21.16	21.75	22.31
Group Leader	9	19.26	19.82	20.40	20.99	21.58	22.20	22.82	23.43	24.05
Treatment Specialist	10	20.72	21.33	21.95	22.58	23.24	23.87	24.53	25.21	25.89

Effective January 1, 2023 through December 31, 2023										
<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Cook	4	13.69	14.07	14.50	14.92	15.35	15.77	16.21	16.63	17.07
Food Service Coordinator	6	16.05	16.57	17.07	17.54	18.05	18.54	19.06	19.56	20.06
Secretary	6	16.05	16.57	17.07	17.54	18.05	18.54	19.06	19.56	20.06
Juvenile Detention Specialist	7	17.39	17.90	18.45	18.98	19.53	20.08	20.61	21.19	21.73
Midnight Coordinator	8	18.76	19.32	19.90	20.48	21.05	21.65	22.25	22.86	23.43
Group Leader	9	20.25	20.85	21.47	22.11	22.72	23.37	24.03	24.65	25.28
Treatment Specialist	10	21.82	22.49	23.15	23.82	24.52	25.18	25.87	26.58	27.27

Effective January 1, 2024 through December 31, 2024										
<u>Classification</u>	<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
Cook	4	14.21	14.65	15.09	15.52	15.98	16.41	16.86	17.30	17.75
Food Service Coordinator	6	16.78	17.31	17.84	18.35	18.88	19.41	19.92	20.45	20.97
Secretary	6	16.78	17.31	17.84	18.35	18.88	19.41	19.92	20.45	20.97
Juvenile Detention Specialist	7	18.12	18.69	19.26	19.82	20.39	20.96	21.53	22.10	22.66
Midnight Coordinator	8	19.58	20.19	20.80	21.40	22.02	22.64	23.25	23.87	24.47
Group Leader	9	21.15	21.82	22.48	23.14	23.79	24.46	25.13	25.79	26.43
Treatment Specialist	10	22.83	23.56	24.27	24.98	25.70	26.40	27.13	27.85	28.54

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.

APPENDIX B
LETTER OF UNDERSTANDING


RE: REPLACEMENT OF SUPERVISORS

In the event a shift supervisor calls in sick and a qualified on-call replacement cannot be found, the Employer shall canvas the bargaining unit for available employees to fill the vacancy. The employees shall have the option to fill the vacancy. No employees shall be forced to fill the vacancy under these circumstances.

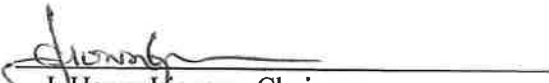
If and when this is implemented, the Union fully understands and agrees such affected shift(s) will be staffed with one less person.

Signed this 15th day of December 2020.

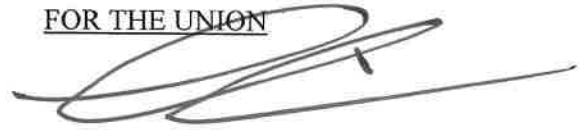
FOR THE COURT

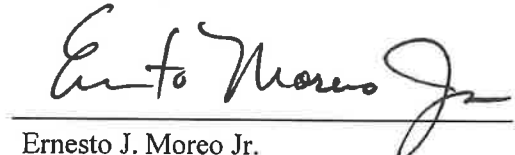

Hon. Cheryl Lohmeyer, Presiding Judge
Juvenile Section, Family Division,
38th Judicial Circuit Court


FOR THE COUNTY


J. Henry Lievens, Chairman
Board of Commissioners

FOR THE UNION


David LaMontaine,
Business Agent


Ernesto J. Moreo Jr.
Steward


Felicia Hotchkiss
Steward


Jared M Hehl
Steward


APPENDIX C
LETTER OF UNDERSTANDING

RE: SUBCONTRACTING OF COOKING


In the event the Employer eliminates cooking and contracts the work out, the employees who are cooks at that time may be hired by the new company or transferred to another bargaining unit position for which they may be qualified.

Signed this 15th day of December 2020.

FOR THE COURT

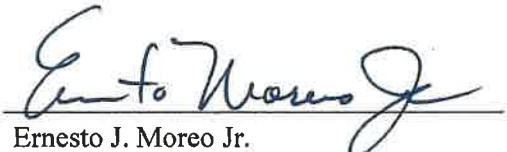

Hon. Cheryl Lohmeyer, Presiding Judge
Juvenile Section, Family Division,
38th Judicial Circuit Court


FOR THE COUNTY


J. Henry Lievens, Chairman
Board of Commissioners

FOR THE UNION


David LaMontaine,
Business Agent


Ernesto J. Moreo Jr.
Steward


Felicia Hotchkiss
Steward


Jared M Hehl
Steward

APPENDIX D
LETTER OF UNDERSTANDING

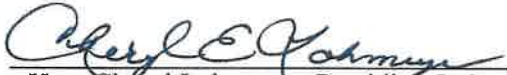
RE: POLICY AND PROCEDURES

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

- Education Reimbursement Policy Dated September 10, 2002


Signed this 15th day of December, 2020.

FOR THE COURT




Hon. Cheryl Lohmeyer, Presiding Judge
Juvenile Section, Family Division,
38th Judicial Circuit Court

FOR THE COUNTY

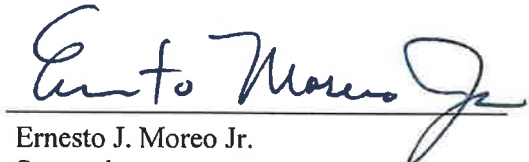


J. Henry Lievens, Chairman
Board of Commissioners


FOR THE UNION




David LaMontaine,
Business Agent



Ernesto J. Moreo Jr.
Steward



Felicia Hotchkiss
Steward



Jared M Hehl
Steward


APPENDIX E
LETTER OF UNDERSTANDING

RE: CERTIFIED ELECTRONIC OPERATORS

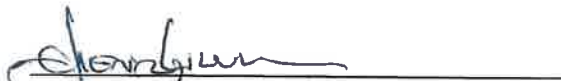
It is hereby agreed between the parties that the Employer may utilize the Secretary and Record Processing Clerk III to perform the function of a Certified Electronic Operator in the absence of the Office Manager, a non-union position. In such circumstance, the assigned employee shall be paid for all time worked at the rate of \$2/ per hour, in addition to his/her regular pay.

Signed this 15th day of December, 2020.


FOR THE COURT

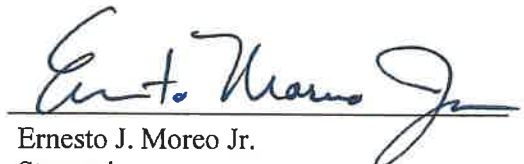

Hon. Cheryl Lohmeyer, Presiding Judge
Juvenile Section, Family Division,
38th Judicial Circuit Court


FOR THE COUNTY


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