

AGREEMENT

THIS AGREEMENT, made and entered in as of _____, 2009 by and between the BRANCH COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "EMPLOYER", and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, hereinafter referred to as the "UNION".

ARTICLE I **PURPOSE AND INTENT**

The general purpose of this agreement is to set forth the wages, hours and terms and conditions of employment which shall prevail for the duration of this agreement and to promote orderly, efficient and peaceful labor relations for the mutual interest of the County and the employees in the bargaining unit covered by this Agreement.

The parties recognize that the interest of the County and the job security of the employees depends upon the County's success in establishing proper service to the County to these ends, the County and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II **RECOGNITION**

Section 1. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees of the employer included in the bargaining unit as described below and certified in MERC Case No. R93-190.

All full-time and regular part-time telecommunicators, excluding The Director, Supervisor and all other employees of the Employer.

Section 2. Definitions. The term "employee" and "employees" when used in the Agreement shall refer to and include only those regular full-time and regular part-time employees who have completed their probationary periods as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described

in Section 1. For the purpose of this Agreement, the following definitions shall be applicable:

- a. Regular Full-Time Employee. A regular full-time employee is an employee who is working the official work week on a regular schedule at a job classified by the Employer as regular and who has completed the probationary period.
- b. Regular Part-Time Employee. A regular part-time employee is an employee who is scheduled to work twenty (20) hours or more per week on a regular schedule but less than the official work week and who has completed the probationary period. Such employees shall not receive any fringe benefits except as specifically provided in this Agreement. Regular part-time employees may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provision of this Agreement and without recourse to the Grievance Procedure set forth in this Agreement.
- c. Temporary Employees. Temporary employees may be hired from time to time to supplement the regular work force and/or fill in for temporary absences and leaves of absences of regular employees. When these employees are to be hired, the Union will be notified of the number and given a description of the tasks to be performed and an estimate of the length of time of the employment to conclude those tasks. In no case will the time of employment exceed one hundred sixty (160) calendar days. If the term of employment goes beyond one hundred sixty (160) calendar days, the employee will become part of the bargaining unit and will be subject to the terms and conditions of this Agreement. The Employer agrees that the exercise of this provision will not be abused.
- d. Irregular Employee. An irregular employee is an employee who is working on any other basis other than the above definitions of full-time and regular part-time employees and shall not be subject to any provisions of this Agreement.

ARTICLE III
UNION SECURITY

Section 1. Agency Shop. As a condition of continued employment, all full-time and regular part-time employees included in the collective bargaining unit set forth in Article II, Section 1, regardless of probationary status, thirty-one (31) days after the start of their employment date with the Employer, or the effective date of this Agreement, which ever is later, shall either become members of the Union and pay to the Union the monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equal to the cost of negotiation and administering this Agreement which shall not exceed the Union's periodic monthly dues. Service fees shall not include initiation fees or special assessments of any kind.

Section 2. Union Membership. Membership in the Union is not compulsory and is a matter of separate, distinct and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

Section 3. Payroll Deduction for Union Dues or Service Fees.

- b. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or a service fee equivalent to the periodic monthly dues uniformly required of Union members and uniformly levied in accordance with the Constitution and By-Laws of the Union from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form.
- c. Individual authorization forms shall be furnished or approved by the Union and, when executed, filed by it with the Branch County Accounting & Payroll Office.
- d. Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.
- e. A properly executed copy of the written authorization form for each employee for whom Union periodic membership dues and initiation fees or the service fee equivalent are to

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be deducted hereunder shall be delivered to the Branch County Accounting & Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization form which has been properly executed and is in effect. Any authorization form, which lacks the employee's signature, will be returned to the Union by the Branch County Accounting & Payroll Office.

- f. All authorizations filed with the Branch County Accounting & Payroll Office prior to the fifteenth (15th) of the month shall become effect the first (1st) day of the following month provided the employee has sufficient net earnings to cover the dues and/or initiation fee or, if applicable, the service fee equivalent. An authorization filed thereafter shall become effective on the first (1st) day of the second (2nd) month following the filing of the authorization. Deductions for any calendar month shall be remitted to the Union not later than the fifteenth (15th) day of the following month.
- g. In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the Employee will be made by the Union.
- h. The Union will notify the Branch County Accounting & Payroll Office in writing of the proper amount of Union membership dues and initiation fees or the service fee equivalent and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees from whom deductions have been made, together with the amount deducted from each employee.
- i. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions will be made until the matter is resolved.
- j. The Employer shall not be responsible for dues, initiation fees or payment of service fee equivalent after an employee's employment relationship has been terminated.
- k. The Employer shall not be liable to the Union or its members for any dues, initiation fees or service fees once

such sums have been remitted to the Union, and further, shall not be liable if such sums are lost when remitted by United States mail.

Section 4. Hold Harmless. The union agrees to indemnify, defend and save the Employer and any and all public officials, officers and employees of Branch County harmless against any and all claims, suits or other forms of liability arising out of the deduction of initiation fees, dues or service fees provided herein or by reason of action taken by the Employer pursuant to Section 3.

ARTICLE IV **REPRESENTATION**

Section 1. Steward. Bargaining unit employees covered by this Agreement shall be represented by a Steward on each shift. Stewards shall be regular full-time employees who have completed their probationary period. It is understood that in the event that a Steward is scheduled to work overtime, he will not be recognized as a Steward on the same shift as the regular Steward. It shall be the function of the Steward to act in a representative capacity for the purpose of investigating and processing grievances for employees covered by this Agreement. When it is necessary for a Steward to leave his work to handle a grievance in accordance with the Grievance Procedure herein, the Steward shall first obtain permission from the Director or the Director's designee. The Employer agrees to allow Steward's reasonable time, as determined by the Employer, during regularly scheduled working hours, without loss of pay, to investigate and process grievances. However, should the investigation and/or processing of a grievance require a Steward to leave the work area and/or the Dispatch Center and cause the Employer to have to replace the Steward as a matter of public safety, an off duty Steward will be required to handle the grievance without pay. In all cases, a Steward shall return to the work station as promptly as possible and immediately report to the supervisor.

Section 2. Collective Bargaining Committee. The Employer agrees to recognize one (1) non-probationary employee covered by this Agreement as a paid Collective Bargaining Committee member. Members of the Collective Bargaining Committee shall act in a representative capacity for the purpose of collective bargaining negotiations with the Employer. In the event that negotiations have commenced and the paid member of the Collective Bargaining Committee is required to report to the Dispatch Center, the member will immediately report to the center and negotiations may be suspended or rescheduled at the discretion of the parties.

Section 3. Identification of Union Representative. The Union will furnish the Employer in writing with the names of its Officers, Stewards and Collective Bargaining Committee members who are employed within the bargaining unit and any such changes that may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.

Section 4. Union Activity. Except as specifically provided in this Agreement, the employees, stewards and bargaining unit members shall not engage in Union activity during working hours.

ARTICLE V **RIGHTS OF THE EMPLOYER**

It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all inherent and customary rights, powers, functions and authority of management, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to hire and reduce or increase the size of the work force; to adopt, modify or amend its budget or any appropriation; to direct and control operations; to discontinue, combine or reorganize any part or all parts of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities, and in all respects to carry out the ordinary and customary functions of management. All such rights are vested exclusively in the Employer and shall not be subject to the Grievance Procedure established in this Agreement.

The Employer shall also have the right to promote, assign, transfer, suspend, discipline, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish classifications; to establish and change work schedules, including reduction of employees work hours in lieu of layoff, to provide and assign relief personnel; to continue and maintain its operations as in the past, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement and, as such, they shall be subject to the Grievance Procedure established in this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of reasonable 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 hereof are in conformance with the Constitution, the laws of the State of Michigan, and the Constitution and laws of the United States.

Except as specifically provided in this Agreement, the Employer hereby reserves and retains all of its inherent and lawful rights, responsibilities and authority under applicable Michigan laws.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. For the purpose of this Agreement, a grievance shall be defined as a complaint by an employee or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement.

Section 2. Grievance Procedure.

STEP 1. Informal Procedure

An employee with a complaint shall, within five (5) working days of the date of the occurrence which gave rise to the complaint or within five (5) working days of the date the employee first reasonably should have known of the events which gave rise to the complaint, discuss it with his immediate supervisor or the Director with the object of resolving the matter informally. If requested, the Steward may be present.

STEP 2. Formal Procedure

If the complaint is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts and specific provision or provisions of this Agreement alleged to have been violated, signed by the aggrieved employee or Steward, and, within five (5) working days following the verbal discussion, presented to the Director. The Director shall meet and discuss the grievance with the Grievant and Steward within five (5) working days of receipt of the written grievance. The Director shall respond in writing to the Grievant within five (5) working days of the meeting.

STEP 3.

If the grievance is not satisfactorily resolved in Step 2, the grievant may, within ten (10) working days after receipt of the written answer at Step 2, appeal the matter in writing to the Personnel Committee of the Branch County Communications Board. The Communications Board Committee shall schedule the Grievant and Steward to meet with the Committee within ten (10) working days. The Committee shall respond to the Grievant in writing within fifteen (15) working days of the meeting.

Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified. Grievances involving discharge may be processed at Step 2 within five (5) calendar days of the discharge.

Definition of "Day". For the purpose of the grievance procedure, a "day" shall mean Monday through Friday, excluding holidays, except where otherwise indicated.

ARTICLE VII **ARBITRATION**

Section 1. The Union may request arbitration of any unresolved grievance by giving written notice of the Employer of its intent to arbitrate within thirty (30) calendar days following receipt of the Employer's disposition in Step 3 of the Grievance Procedure or upon the Employer's failure to schedule a Step 3 meeting within a reasonable period of time, or upon the failure of the Employer to respond within the time limit after adjourning a meeting at Step 3. The time limits for a request for arbitration may be extended by mutual agreement so long as said extension is reduced to writing and signed by representatives of both the Employer and the Union. If written notice of intent to arbitrate is not given timely to the Employer, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 2. Selection of Arbitrator. Upon giving the Employer notice of its intention to arbitrate, the Union shall, within seven (7) calendar days, forward a copy of the arbitration clause of this

Agreement to the Federal Mediation and Conciliation Service requesting the Service to forward a list of seven (7) Arbitrators to the parties. One (1) Arbitrator shall be selected by the parties alternately striking a name from the panel, and the name remaining shall serve as the arbitrator. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union, but each party shall bear the cost of its own expenses, witnesses, representatives and legal counsel. Following a notice of intent to arbitrate, the parties may voluntarily agree to the selection of an Arbitrator.

Section 3. Arbitrator's Power. The Arbitrators powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator shall be governed by at all times wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. The Arbitrator shall have no authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance of arbitrability is affirmatively decided. By accepting a case from the parties, the Arbitrator acknowledges his/her limitation of authority and agrees not to decide an issue, which is outside of his/her jurisdiction under this Agreement. The Arbitrator recognizes that the Employer is governed by certain laws and exists for the sole purpose of serving the public, and the Arbitrator agrees that this Agreement shall be interpreted and construed consistently with such laws. Any award of an Arbitrator shall not be retroactive any earlier than ten (10) days prior to the time the grievance was first submitted in writing. Further, no claim for back wages under this Agreement shall exceed the amount of earnings, which the employee would have otherwise earned by working for the Employer, less any and all unemployment compensation the employee received from any interim earnings. The decision of the Arbitrator shall be final and binding on the Employer and the Union.

ARTICLE VIII

DISCIPLINE

Section 1. Just Cause. The Employer shall not discharge or discipline a non-probationary full-time employee except for just cause. Should a full time employee who has been discharged or given a disciplinary suspension or written reprimand consider such discipline to be improper, he may protest the discipline imposed by, within five (5) working days after receipt of the notice of disciplinary action, filing a grievance at Step 2 of the Grievance Procedure. Only suspensions and discharge may be appealed to Arbitration.

Section 2. Rules. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of employees. The Director shall cause such rules, including any amendments or deletions, to be published in a departmental manual or posted. The employees shall receive a copy of the manual or have such rules posted in a conspicuous place.

ARTICLE IX
STRIKES AND ILLEGAL ACTIVITIES

Section 1. No Strike Pledge. Provided that this Agreement is still in effect, the Union agrees neither it, nor its officers, representatives, members or employees it represents shall, for any reason whatsoever engage in any strike, walk-out, slowdown, sit-in or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain in whole or in part from the full, faithful and proper performance of their duties, including a labor dispute between the Employer and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices or premises.

Section 2. Penalty. Any employee who violates the provisions of Section 1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal of the Grievance and Arbitration Procedure regarding discipline imposed for a violation of Section 1 shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by Section 1.

Section 3. Duty and Obligation. Provided that this contract is still in effect, the Union agrees that it, and its officers and representatives, will take prompt action to prevent or stop any activity prohibited in Section 1 by notifying the employees it represents in writing, that it disavows such action.

Section 4. No Lockout. During the life of this Agreement, the Employer, in consideration of the promise on behalf of the Union and employees it represents to refrain from the conduct prohibited in Section 1, agrees not to lock out any employees covered by this Agreement because of the labor dispute between the bargaining unit employees and the Employer.

ARTICLE X
SENIORITY

Section 1. Definition of Seniority.

- a. Bargaining Unit seniority shall be defined as the length of an employee's full time continuous service with the Branch County E911 Communications Center commencing with his last date of hire.
- b. An employee's "last date of hire" shall be the most recent date upon which he commenced work.
- c. All members of the Bargaining Unit who were employed by Branch County immediately prior to commencing employment with the E911 Communications Center will be given credit for their prior service for the purpose of placement on the pay scale, vacation accrual, longevity and the County Pension Plan, provided that the employee is a member of the Plan and has paid employee contributions for the prior years of service.
- d. The application of seniority shall be limited to preferences specifically recited in this Agreement.

Section 2. Probationary Period. All new full time employees shall be considered probationary employees for a period of twelve (12) months, after which time their seniority shall relate back to their last date of hire. Regular part time employees as defined by this Agreement shall be considered probationary employees for a period equivalent to twelve (12) months of actual work. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard or recourse to the provisions of this Agreement. There shall be no seniority among probationary employees.

Section 3. Seniority Lists. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, classification and seniority date, and, at the request of the Union, shall furnish a copy to the Union during the first (1st) month of each year, or as soon as practical. Employees who are employed on the same dates shall be placed on the seniority list in alphabetical order of surnames. Any subsequent change in surname shall not affect the employee standing on the seniority list.

Section 4. Loss of Seniority. An employee's seniority with the Employer in the E911 Communications Center shall terminate for the following reasons:

- a. He resigns or quits;

- b. He is discharged or terminated and such discharge or termination is not reversed;
- c. He retires;
- d. He has been on layoff for a period of time equal to his Bargaining Unit seniority at the time of his layoff or eighteen (18) months whichever is less;
- e. He fails to notify the Employer for three (3) consecutive working days that he will not be reporting for work, including failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for a period of three (3) consecutive days unless otherwise excused;
- f. He is declared mentally incompetent by a Probate Court of competent jurisdiction;
- g. He has been on sick leave, including a worker's compensation leave, for a period of time equal to his Departmental seniority at the commencement of such leave or eighteen (18) months, whichever is less;
- h. He is convicted of a felony.

Section 5. Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate Departmental seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence Sections in this Agreement. Employees shall not continue to accumulate Departmental seniority for any purpose under this Agreement on any layoff lasting in excess of thirty (30) calendar days. Upon return from a layoff lasting longer than thirty (30) calendar days, an employee's seniority dates will be adjusted forward to take into account the length of the employee's layoff, provided, however, the employee will be given credit on his seniority dates for the first (1st) thirty (30) days of his layoff. Benefits such as insurance, vacation and sick leave shall not accrue, continue or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement or required by the Family and Medical Leave Act.

Section 6. Transfer to Non-Bargaining Unit Position. If an employee is transferred or promoted to a non-bargaining unit position, his bargaining unit seniority shall be frozen on the date of such

transfer or promotion and he shall no longer accumulate seniority while in the non-bargaining unit position. If the employee is returned to a bargaining unit position, his frozen seniority shall be reinstated on the date of his return, and he shall thereafter begin to accumulate seniority. After an employee has been outside the bargaining unit in excess of one (1) year, his bargaining unit seniority shall be cancelled and he shall no longer be permitted to return to the bargaining unit with seniority. The Employer reserves the right to determine all conditions of employment for non-bargaining unit employees, including the right to determine whether or not the employee returns to the bargaining unit.

ARTICLE XI **LAYOFF AND RECALL**

Section 1. Layoffs. In the event that a reduction in the work force becomes necessary, the first (1st) employees to be reduced from the Department within the bargaining unit classification affected shall be in the following order: part-time employees and probationary employees. Thereafter, further reductions in the work force shall be on the basis of inverse bargaining unit seniority in the classification affected, provided however, that the senior employees retained have the necessary training, ability and work experience to perform the remaining available work.

Section 2. Recall. In the event that the work force is to be increased, recall to work shall be in the inverse order of layoff from work from the classification affected.

Section 3. Notification of Recall. Notification of recall from layoff shall be sent to employees by certified mail, return receipt requested. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) days after receipt of the notice shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

ARTICLE XII **WAGES AND HOURS**

Section 1. Wages. See Appendix A for salary schedule effective January 1, 2009.

Section 2. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime other than that of an emergency nature must be authorized by the Director or his designated representative. The Employer will make every attempt to distribute overtime in a fair and equitable manner.

- a. Premium Pay. Overtime pay shall be calculated at one and one half (1 ½) times the hourly rate of the employee affected for actual hours worked over forty (40) hours in a workweek. Absent emergency requirements of the Department, no employees will be required to work more than six (6) hours past the end of his scheduled shift.
- b. To be eligible for premium pay under subsection A of this Section, an employee must have worked all of his scheduled hours in the normal pay period.
- c. Paid but non-worked time shall count as "hours actually worked" for purposes of determining an employee's eligibility for overtime pay.
- d. There shall be no pyramiding or duplication of premium pay.

Section 3. Call-in Pay. A full-time employee who is called into work or who is required to appear in court outside his normal shift shall be paid a minimum of two (2) hours pay at time and one-half (1 ½) the employee's straight time regular rate of pay. If, after being called in, it is determined that the employee is not needed for the full two hours, it is understood that the Employer has the right to require that the employee work the two hour period. If the duration of such a call-in exceeds two (2) hours, the employee shall be paid at his straight time regular rate of pay for the required additional time and all such additional time shall count as hours actually worked for the purposes of determining eligibility for overtime pay. The provisions of this section shall not apply to extension of shifts or to periods of time when an employee is on layoff status.

ARTICLE XIII **HOURS OF WORK**

Section 1. Work Schedules. The Employer shall have the right to freely determine, establish and modify scheduling and manpower requirements, including but not limited to, number of shifts, starting and quitting times for each shift and manpower requirements for each shift, except as expressly limited by this section.

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- a. A shift bid sheet will be posted twenty eight (28) days prior to a regular schedule change. The bid sheet will remain posted for a period of seven (7) days at which time employees will have the opportunity to sign up for shift bids. Work schedules, except in cases of emergency changes, will be posted by the Employer no less than fourteen (14) days in advance of a regular schedule change. Employees will be allowed to bid shifts in three (3) month blocks.
- b. Work schedules will be determined on a bid for shift process. Employees with the highest seniority will have first choice of shift preference. No employee will be eligible to apply for a shift preference until the employee has completed one (1) year of employment with the Employer.
- c. Employees will not be permitted to displace probationary employees working on the requested shift or employees with less seniority on the requested shift who are undergoing specialized training or are on a special assignment. Further, a shift preference request may be denied due to any requirements imposed by law upon the Employer. A shift preference request may also be denied if it would otherwise be detrimental to the operation of the department.
- d. It is expressly understood that an employee's work schedule and shift may be changed on a daily basis whenever operating conditions warrant such a change. Employees may be denied a requested shift preference, forced to remain on a particular shift, or required to change shifts for closer supervision purposes for no more than one (1) shift preference block per calendar year.
- e. An employee who returns to work from an approved leave of absence and did not participate in the "shift preference" selection pursuant to subparagraph "A" shall be placed in the shift having a vacancy until the next shift bid preference selection occurs.
- f. Absent emergency requirements of the Department, no employee will be required to work more than six (6) hours past the end of his regular scheduled shift.
- g. It is the intent that employees will be provided periodic breaks depending on the workload. The parties agree that

due to the nature of the service that is being provided to the public, breaks will not be at regularly scheduled times.

ARTICLE XIV **LEAVES OF ABSENCE**

Section 1. Personal Leave Without Pay. Full time employees with at least one (1) year's seniority may be granted up to three (3) months leave of absence without pay. A three (3) month extension may be granted at the option of the Director. Vacation leave, personal leave and sick leave shall be substituted, as appropriate, for unpaid leave under provisions of the Family and Medical Leave Act. This collective bargaining shall be interpreted to be consistent with the Family and Medical Leave Act.

Procedure for Requesting Leave. All requests under this Section will be considered in accordance with the Family and Medical Leave Act of 1993. Requests for an unpaid leave of absence must be submitted in writing by the employee to the Director at least thirty (30) days in advance of the date of leave is to commence, except in emergency situations. The request for the leave of absence shall state the reasons for the leave and the exact dates on which the leave is to begin and end. Authorization or denial, together with the reasons for denial, of a leave of absence shall be furnished to the employee in writing by the Director ten (10) days in advance of the date upon which the leave of absence commences or was to have commenced. Requests for an extension of a leave of absence must be submitted in writing to the Director at least ten (10) days in advance of the expiration date of the original leave, stating the reason for the extension request and the exact revised date that the employee is expected to return to work. Authorization of denial of the extension shall be furnished in writing to the employee by the Director.

Purpose of Leave. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. Employees shall not accept employment while on leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the leave Section involved.

Section 2. Personal Days. Full time non-probationary employees covered by this Agreement shall be allowed a maximum of

two (2) personal day's leave of absence with pay each calendar year. In addition each full time non-probationary employee covered by this Agreement shall be entitled to one (1) personal day leave of absence with pay, deducted from accumulated sick leave, each calendar year. All requests for a personal day leave of absence must be made to the Director or his designee seventy-two (72) hours in advance of the date requested. The number of personal days to be taken at any one time shall be determined by the Director or his designee in his sole discretion. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer.

Section 3. Funeral Leave. A full time employee shall be granted up to three (3) consecutive days leave per occurrence, to attend the funeral for a death, which occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. "Immediate Family" shall mean: the employee's spouse, children, mother, father, stepparents, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, grandparents-in-law and grandchildren. An additional two (2) consecutive days leave shall be granted if a member of the immediate family involved lived more than 300 miles from the employee's residence. Such additional leave shall be without pay unless the employee elects to deduct such time from his accumulated sick leave.

Section 4. Military Leave. Any employee who enters active military service of the Armed Forces of the United States, National Guard or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes regarding reemployment upon termination of military service and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the Director in writing as soon as the employee is notified of acceptance in military service and, in any event, no less than two (2) weeks prior to the employee's scheduled departure.

Section 5. Sick Leave.

- a. Purpose & Eligibility. Sick Leave with pay is available to eligible employees for periods of temporary absences due to illness, injuries or medical appointments of the employee or his/her immediate family. The immediate family, for purposes of sick leave, is defined as the employee's spouse, parent,

child, sibling; the employee's spouse's parent, child or sibling; the employee's child's spouse, grandparents or grandchildren. Regular part-time employees are eligible for sick leave on a pro-rata basis. Temporary employees do not accrue sick leave.

- b. Amount Accrued. Each regular full-time employee shall accrue sick leave at the rate of one (1) working day per each completed month of service. Accrual per pay period will vary dependant upon the number of hours normally worked by the full-time employee in a workweek.
- c. Start of Accrual. Employees begin to accrue sick leave from the date of employment. Earned sick leave is available for use at the end of the probation period.
- d. Sick Leave and Leaves without Pay. Employees who are on leave without pay do not accrue any additional sick leave until their return to service.
- e. Notification of Supervisor. Employees should notify their immediate supervisor two (2) hours before the scheduled start of the workday if possible. The immediate supervisor must also be contacted two (2) hours before the scheduled start of the workday on each additional day of absence, unless other arrangements have been made and approved by the Director.
- f. Certification. Employees shall, upon request, furnish a physician's certification of illness whenever sick leave exceeds three (3) consecutive working days. The Director may require as a condition of any sick leave, regardless of duration, a physician's certification setting forth reasons for the sick leave when the health or safety of personnel may be affected or upon belief that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- g. Rate of Payout. One (1) day of sick leave credit shall equal eight (8) hours. For employees working twelve (12) hour shifts, a day of sick leave pay when used shall be charged at twelve (12) hours. Payments shall be at the employee's regular hourly rate of pay when sick leave is taken. Sick leave can be used to supplement payments that an employee is eligible to receive from short-term disability or worker's

compensation. The combination of any such disability payments and sick leave cannot exceed the employee's normal weekly earnings.

- h. Maximum Accrual. Employees will be allowed to accrue sick leave up to a maximum of 480 hours. Once an employee has accrued the maximum, no additional sick leave will be accrued until the employee has used sick leave to reduce his/her total below the maximum.
- i. Upon Termination. Upon termination of employment, except for discharge for just cause or termination during the employee's probationary period, employees will be paid one-half of unused accrued sick leave, up to 240 hours. Discharge for just cause or termination during an employee's probationary period shall result in forfeiture of all accumulated credits.
- j. Employees granted prior service as indicated in Article X, subsection C, who had previously received a cash payout of 50% of their accumulated sick leave will receive credit for the remainder of the prior accumulation, if any. Such credit will be recorded separately and will only be available for the employee to use in the case of catastrophic illness. Catastrophic illness is an illness of the employee that will be long term in nature, unexpected, where the employee is hospitalized and/or incapacitated to the extent that the employee cannot work. No payment will be made to the employee upon separation from employment with Branch County for any unused portion of this special sick leave credit.

Section 6. Maternity Leave. Leaves of absence for pregnancy shall be treated under the sick leave provision and in accordance with the Family and Medical Leave Act of 1993.

ARTICLE XV HOLIDAYS

Section 1. Holiday Pay. Except for those holidays indicated and followed by (4 hours), all full-time employees covered by this Agreement who have completed six (6) months of employment with the Department shall receive eight (8) hours pay at their regular straight time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Years Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday (4 hours)	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Years Eve

Section 2. Holiday Pay Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- a. The employee must work his hours on his last regularly scheduled day before his first regularly scheduled day after holiday;
- b. The employee must not be on leave of absence;
- c. The employee must not be on layoff which began more than seven (7) calendar days prior to the holiday;
- d. The employee must not be suspended for disciplinary reasons, provided however, if such suspension is reversed by an arbitrator the employee will receive the applicable holiday pay;
- e. An employee who is scheduled to work on a holiday but fails to report for work unless otherwise excused shall not be entitled to holiday pay;
- f. Holidays falling within an employee's vacation period shall be paid but no additional time off shall be granted.

Section 3. Payment of Holiday Pay. Employees eligible for holiday pay shall receive their holiday payment in a separate paycheck with the first (1st) payroll payment in January and July of each year. The holiday pay payment shall cover those holidays to which the employee was entitled and otherwise eligible for during the preceding six (6) months and at the rate of pay for that period.

Section 4. Payment on Separation. Full time employees who leave the employ of the Employer prior to the payment date set forth in Section 3 shall be paid for those holidays for which they are eligible during the period immediately prior to their termination to the date of their leaving per section 3 above.

Section 5. Worked Holiday. Employees eligible for holiday pay who work on the holidays recognized under this Agreement shall receive their straight time regular rate of pay for all hours actually worked, plus holiday pay if applicable.

ARTICLE XVI **VACATION LEAVE**

Section 1. Purpose & Eligibility. Vacation leave with pay is available to regular full-time employees to provide for opportunities for rest, relaxation and personal pursuits.

Section 2. Amount Accrued. The amount of vacation leave employees accrue each year varies with their length of seniority. The following accrual schedule would apply where an eight (8) hour shift is in place:

First year of service = Five (5) days or 1.54 hours per pay period
Second year of service = Five (5) days or 1.54 hours per pay period

After two years of service = Ten (10) days or 3.08 hours per pay period

After six years of service = Fifteen (15) days or 4.62 hours per pay period

After eleven years of service = Sixteen (16) days or 4.92 hours per pay period

After twelve years of service = Seventeen (17) days or 5.23 hours per pay period

After thirteen years of service = Eighteen (18) days or 5.54 hours per pay period

After fourteen years of service = Nineteen (19) days or 5.85 hours per pay period

After fifteen years of service = Twenty (20) days or 6.15 hours per pay period

Section 3. Start of Accrual. Employees begin to accrue vacation leave from the date of employment. Earned vacation leave is available for use at the end of the probation period.

Section 4. Vacation Leave and Leaves without Pay.

Employees who are on a leave without pay do not accrue any additional vacation leave until their return to service.

Section 5. Requesting a Vacation Leave. Subject to operational needs as determined by the Director, no more than one (1) employee per classification will be allowed to be on vacation leave at any time, unless otherwise provided by the Director. Employee shall request advanced approval from the Director to utilize accrued vacation leave. Leave requests shall be provided to the Director in written form utilizing the form approved by the Director seven (7) calendar days in advance of requested vacation leave. Requests will be reviewed based on a number of factors, including department operational needs and staffing requirements. Vacation leaves may be denied or cancelled by the Director if there is a Departmental emergency requiring such action.

Section 6. Rate of Payout. Vacation leave will be paid out at the straight time hourly rate, exclusive of all premiums, an employee is earning at the time he or she takes vacation leave.

Section 7. Maximum Accrual. Employees may accrue vacation leave up to a maximum of 240 hours. Once an employee has accrued the maximum, no additional vacation leave will be accrued until the employee has used vacation leave to reduce his/her total below the maximum.

Section 8. Upon Termination. Upon termination of employment, employees will be paid for all unused accrued vacation leave that has been earned through the last day of work.

**ARTICLE XVII
LONGEVITY**

Section 1. Longevity Benefit. All full-time employees who are actively employed on their anniversary date of hire each year and who have completed a minimum of five (5) years of continuous full-time employment with the Employer shall receive longevity benefits in accordance with the following schedule:

<u>Years of Full Time Service</u>	<u>Benefit Amount</u>
5 years	\$125.00
6 years	\$150.00
7 years	\$175.00
8 years	\$200.00

9 years	\$225.00
10 years	\$250.00
11 years	\$275.00
12 years	\$300.00
13 years	\$325.00
14 years	\$350.00
15 years	\$375.00
16 years	\$400.00
17 years	\$425.00
18 years	\$450.00
19 years	\$475.00
20 or more years	\$500.00

Section 2. Longevity Payments. Longevity benefits shall be paid to eligible employees in a separate check on the Employer’s first payroll following the employee’s anniversary date of hire each year. If an eligible employee terminates his employment, other than a discharge for just cause, and three hundred and twenty (320) work hours or longer have passed since his last longevity payment, he shall be given a longevity payment on a pro-rata basis to the date of his termination.

Section 3. Longevity Retention. Employees on leaves of absences or layoff, including disciplinary layoffs greater than thirty (30) work days in duration, shall retain all time earned towards the payment of longevity benefits provided by this Agreement but shall not accrue any additional time or receive longevity payments during such absence.

**ARTICLE XVIII
INSURANCE**

18.1 Medical Insurance.

A. Basic Health Care Plan. The Employer agrees to provide for each full-time employee who has completed thirty (30) calendar days of employment with the Employer, the Employer’s basic health care plan to include dependent coverage which plan shall include the CBPPO III including and subject to the following:

- (1) \$10.00/\$40.00 Prescription Drug co-pay (these prescription co-pays are applicable to all of the options (PPOI and BICr Traditional) for the duration of this agreement);
- (2) \$20.00 Office Visit co-pay;

- (3) Deductible of \$250.00 for single/\$500.00 for 2 person and full-family per plan year;
- (4) 80%/20% co-pay. The maximum amount the employee shall pay out of pocket annually shall be \$1,000.00 Single/\$2,000.00 for 2 person and full-family in addition to whatever amount the employee pays under the deductible;
- (5) The Preventative Care Maintenance (PCM) shall be \$750.00 annually per member.
- (6) Premiums for Basic Health Care Plan.
 - (a) Effective January 1, 2009, the premiums for the Basic Health Care Plan (CB PPO III) shall be Employer paid.
 - (b) Effective January 1, 2010, the Employer shall absorb a +10% cost increase over the 2009 premium cost for the CB PPO III Plan. Any 2010 premium cost which exceeds 10% up to 14% of the 2009 costs shall be split between the Employer and the employee 50/50. The employee's maximum contribution shall be limited or capped at 2% of the premium rates for 2009.
 - (c) Effective January 1, 2011 the Employer shall absorb a +10% cost increase over the 2010 premium cost for the CB PPO III Plan. Any 2011 premium cost which exceeds 10% up to 14% of the 2010 costs shall be split between the Employer and the employee 50/50. The employee's maximum contribution shall be limited or capped at 2% of the premium rates for 2010.

B. Options.

- (1) Effective January 1, 2009 the Employer shall offer the CB PPO I (with \$250.00/\$500.00 deductible) option.
 - (a) Employee premium cost sharing for the option CB PPO I plan shall be as follows:

Effective January 1, 2009

Single \$35.72 per month

Two Person \$80.36 per month

Full Family \$96.45 per month

Effective January 1, 2010

Single \$38.72 per month
Two Person \$83.36 per month
Full Family \$99.45 per month

In addition the Employer shall absorb a +10% cost increase over the 2009 premium cost. Any 2010 premium which exceeds 10% up to 14% of the 2009 costs shall be split between the Employer and the employee 50/50. This split shall be in addition to the above premium cost share for 2010. The employee's maximum contribution shall be limited or capped at 2% of the premium rates from 2009.

Effective January 1, 2011

Single \$41.96 per month
Two Person \$89.36 per month
Full Family \$108.45 per month

In addition the Employer shall absorb a +10% cost increase over the 2010 premium cost. Any 2011 premium cost which exceeds 10% up to 14% of the 2010 costs shall be split between the Employer and the employee 50/50. This split shall be in addition to the above premium cost share for 2011. The employee's maximum contribution shall be limited or capped at 2% of the premium rates from 2010.

- (2) Traditional Plan Option. The employee shall have the option to enroll in the Traditional Blue-Cross if the employee pays the full difference in cost by payroll withholding and the plan is available from the insurer.
- (3) Cash in Lieu of Option. In the event the employee has health plan participation available from another source the employee may elect to opt out of Branch County participation and receive a cash payment in lieu thereof at \$875.00 quarterly or \$3,500.00 per year.
 - (a) The Employer agrees to pay each employee who has opted out of the health insurance the amount of Eight Hundred Seventy-Five (\$875.00) at the end of each calendar quarter in which he/she has opted out, up to an amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) on an annual basis, unless a greater amount is approved by the Board of Commissioners.

- (b) Re-entry or re-enrollment into the health insurance plan will be permitted to the extent allowed by the health insurer.
- C. Family Continuation. The cost of family continuation shall be paid by the employee regardless of the plan selected by the employee.
- D. Sponsored Dependents. The cost of sponsored dependents coverage shall be paid by the employee regardless of the plan selected by the employee.
- E. Payroll Withholding. Applicable insurance premium cost sharing shall be withheld in the first two payrolls each month.
- F. Spousal Coordination. Where the spouse of a bargaining unit member has health insurance coverage available to the Branch employee comparable in coverage and cost to the Branch Plan, the Branch employee must opt for coverage under the spouse's plan and exercise the cash-in lieu of option (\$3,500.00 per year). In the event the spousal coverage is not available to the Branch employee, then the above coordination requirement does not apply.
- G. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff or leave of absence (other than sick leave) beyond the month in which such leave of absence or layoff commences.
- H. If an employee is granted sick leave, the Employer agrees to continue its applicable insurance contribution for a period of no more than one (1) month, not counting the month in which such sick leave commenced.
- I. Part time employees participate on same terms as other part time Plan participants.

Section 2. Dental Insurance. As a fringe benefit, the Employer shall furnish to employees a policy of dental insurance, which policy shall be the same as that now in effect, which the parties understand to be Blue Cross/Blue Shield Class I and Class II benefits, including rider CR-50-50, rider MBL-800, and dependent coverage, but excluding Class III and orthodontic benefits. In the alternative, the Employer may furnish to all employees such other policy of dental insurance as is requested in writing by a majority of the employees and which does not exceed in total cost of the above-specified dental insurance.

Section 3. Sickness and Accident Insurance.

- a. The Employer shall provide and pay the cost of a sickness and accident insurance program-covering employees with six (6) months or more seniority who occupy a classification covered by this Agreement. This insurance program shall provide only weekly indemnity payments.
- b. **Weekly Indemnity Payments.** Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity benefits consisting of seventy percent (70%) of the employee's gross regular weekly wage rate up to a maximum of Three Hundred Dollars (\$300.00). This benefit shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization, or from the sixty-first (61st) day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one (1) period of disability. Employees are not eligible for this benefit for any disability for which they may be entitled to indemnity compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act. Further, any salary payments made under a continuation plan, such as sick leave, provided for in this Agreement shall be reduced by the amount of benefits received pursuant to this section.

Section 4. Continuation of Benefits. There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retired or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or termination occurred.

Section 5. Selection of Insurance Carrier. The Employer reserves the right to select or change the insurance carrier providing the benefits stated in Section 1, to be a self-insurer, either partially or wholly, with respect to any such benefits and to select the administrator of such benefits, provided the level of such remains substantially the same.

Section 6. Life Insurance. The Employer shall provide and pay the cost of a term policy of life insurance, providing such coverage for

each Employee who has completed at least six (6) months of employment, said term life insurance policy to provide a death benefit in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

Section 7. Payment in Lieu of Hospitalization Insurance.

Provided that an employee has alternative insurance available and elects to opt out of the Employer's Hospitalization Insurance Program, the Employer shall provide a monthly payment as determined by the County Board of Commissioners for members of the bargaining unit who opt out of the Employer's insurance coverage.

ARTICLE XIX
RETIREMENT

Section 1. Retirement. The Employer agrees to maintain the present County retirement plan for employees covered by this Agreement. Benefits will be provided in accordance with the Plan Document and under the same eligibility conditions as were in effect on the date of ratification of this Agreement by the Branch County Board of Commissioners, except the Plan shall be amended as follows:

Effective January 1, 2000, the Plan shall provide a normal retirement benefit after a participant attains age 62 and five (5) years of participation in the Plan, or attains a number of years of service with the County plus employee's age to equal 85, whichever is earlier. The normal retirement benefit shall be two percent (2%) of Average Annual Compensation multiplied by years of participation in the Plan, as provided in the Plan Document. During the term of this Agreement, if any other non-Act 312 bargaining unit of the County receives an increase in pension multiplier above 2%, the employees in this bargaining unit will also have their multiplier increased to the same level.

Section 2. Participation. Effective January 1, 2006, all new employees (new hires) will be required to participate in the County defined benefit retirement plan.

Section 3. Retirement Insurance Benefits. The Employer shall contribute on a monthly basis four dollars (\$4.00) for each year of an employee's credited service toward hospitalization insurance premium costs for all eligible employees covered by this Agreement who retire after the date of its execution. The monthly contribution called for by this section shall not exceed one hundred dollars (\$100.00).

ARTICLE XX
MISCELLANEOUS

Section 1. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 2. Effective Date of Agreement. No provision of this Agreement shall go into effect earlier than the date upon which this Agreement is executed unless specifically provided to the contrary by one of the Sections of this Agreement or a Letter of Understanding executed between the parties.

Section 3. Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 4. Separability. Any part of this Agreement which shall be held invalid or in conflict with applicable State or Federal law or by a court of competent jurisdiction shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of the Agreement. The parties shall, upon notice, meet at a mutually acceptable time and shall renegotiate the part or parts so affected.

Section 5. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the limitations of this Section.

- a. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer.
- b. Any employee desiring to participate in outside or supplemental employment must provide thirty (30) days written notice to the Director prior to engaging in outside or supplemental employment. The following requirements shall be applicable to all employees engaged in outside or supplemental employment.
- c. Employees shall not use Employer facilities as a source of referral for customers or clients.

- d. Employees shall not be engaged in any form of outside or supplemental work during the employee's regularly scheduled working hours.
- e. Employees shall not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- f. Employees shall not use Employer's supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
- g. Employees shall maintain a clear separation of outside or supplemental employment from activities performed by the Employer.
- h. Employees shall not cause any incompatibility, conflict of interest or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

Section 6. Educational Benefits. The Employer will provide at employer's sole discretion, tuition cost and/or reimbursement for work related seminars and training programs that are determined by the Employer to be reasonable and necessary for employees for the bargaining unit to better perform their duties.

Section 7. Personnel File. Prior to any material being placed in an employee's file that would be considered disciplinary in nature, the employee shall be given a copy of the material and shall initial same. If an employee requests to review his file, he shall be allowed to do so as regulated by law.

Section 8. Uniforms. Uniforms that are required by the Employer to be worn by employees will be provided by the Employer at the Employer's expense. Such uniforms shall remain property of the Employer. Each employee shall take proper care to protect uniforms and shall return such property to the Employer upon reasonable request. The Employer shall pay the cost of dry cleaning uniforms pursuant to rules and regulations established by the Employer.

Section 9. Jury Duty. Employees summoned by a Court to serve as a juror, shall receive from the County the difference between the amount paid by the Court for jury service and the normal regular rate paid to the employee by the County for any regularly scheduled days of work missed as a result of jury duty. The employee so

summoned shall sign a payroll statement prior to reporting to jury duty that all sums received from a Court, as payment for jury duty shall be turned over to the County when received.

Section 10. Mileage. Employees who are authorized to use their personal vehicle for Employer business shall be reimbursed at the mileage rate currently approved by the Branch County Board of Commissioners.

ARTICLE XXI **EFFECT OF AGREEMENT**

Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supercedes all prior agreements and understandings, whether collective or individual in nature, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration or any action brought under the Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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 that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in 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.

ARTICLE XXII **TERMINATION**

Duration. This Agreement shall cover the period from **January 1, 2009** until **December 31, 2011**, at 11:59 p.m., and thereafter for successive periods of one (1) year, unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS THEREOF, the parties hereto set in their hands and seals **as of June _____, 2009.**

FOR THE BRANCH COUNTY
BOARD OF COMMISSIONERS

FOR THE GOVERNMENTAL
EMPLOYEES LABOR UNION
