



COUNTY OF MONROE, THE MONROE COUNTY
9-1-1 DISTRICT BOARD

AND THE

POLICE OFFICERS LABOR COUNCIL
(COMMUNICATION SPECIALIST)

JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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AGREEMENT

This AGREEMENT, entered into the _____ day of December, 2010 by and between the COUNTY OF MONROE and the Monroe County 9-1-1 District Board (hereinafter collectively referred to as the "Employer"), and the POLICE OFFICERS LABOR COUNCIL, ("Labor Council").

PURPOSE AND INTENT

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

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

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

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

ARTICLE 1 Recognition

Section 1.1. The Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Police Officers Labor Council as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for all communications specialists; excluding all communications supervisors, and all other employees of the Employer.

Section 1.2. Definitions.

- (a) Full-time Employee: A full-time employee shall be defined as an employee who works a normal schedule of at least eighty (80) hours of each two week pay period as provided in Section 8.1 of this agreement.
- (b) Part-time Employee: A part-time employee shall be defined as an employee who works a normal workweek of less than forty (40) hours per week. A part-time employee is not subject to the terms of this Agreement.

- (c) Temporary Employee: A temporary employee shall be defined as an employee who is employed by the Employer for a period of limited duration. Temporary employees shall not be permitted to work beyond ninety (90) calendar days in any six (6) month period unless that temporary employee is replacing a regular employee who is on an approved leave, or in other instances where an employee is absent or the position is vacant. A temporary employee is not subject to the terms of this Agreement.
- (d) References to Gender: All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- (e) On-Call Employee: An on-call employee shall be defined as an employee who works less than forty (40) hours per week on an as-needed basis. An on-call employee is not subject to the terms of this Agreement.

Section 1.3. Extra Contract Agreements. The Employer and the Labor Council agree not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 2 Labor Council Membership

Section 2.1. Membership Dues or Service Fees. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the bargaining unit shall tender the initiation fee and become members of the Labor Council or shall pay service fees in an amount not to exceed the dues uniformly required for membership (or as otherwise provided by applicable state or federal law), on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the bargaining unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment.

Section 2.2. Check Off.

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

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the above referenced Labor Council membership dues or service fees from the pay

of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Labor Council shall submit to the County of Monroe's Human Resources Office written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

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

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

(e) In cases where a deduction is made that duplicates a payment that an employee already has made to the Labor Council, or where a deduction is not in conformity with the provisions of applicable state or federal law, refunds to the employee will be made by the Labor Council.

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

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

Section 2.3. Failure to Comply.

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

(1) The Labor Council shall notify the employee by certified or registered mail explaining that he is delinquent in not tendering required membership dues or service fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are

tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.

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

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

(b) Upon receipt of such notice the Employer shall communicate the Labor Council's request for termination to the employee and advise such employee that he or she must pay all back dues or service fees owed the Labor Council within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Labor Council and the Employer), or he shall be terminated.

Section 2.4. Save Harmless. The Labor Council shall hold harmless and indemnify the Employer from any and all claims, demands, suits and any and all other forms of liability that shall arise out of or by reason of an action taken or not taken by the Employer for the purpose of complying with this Article.

Section 2.5. Disputes. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step III.

ARTICLE 3 Representation

Section 3.1. Bargaining Committee. The employee shall be represented by a Bargaining Committee of three (3) members, one of whom shall be the Chairperson, who shall be elected in any manner determined by the employees. All members of the Bargaining Committee shall be seniority employees. The Bargaining Committee shall represent the employees in connection with negotiations leading to this collective bargaining agreement and any amendments, modification, renewals or replacements of this collective bargaining agreement. The Labor Council and the Employer may each have such outside representatives as they may choose present in connection with meetings between them and the Bargaining Committee.

Section 3.2. Stewards. The members of the Bargaining Committee shall also serve as Stewards for the purpose of administering this Agreement in accordance with the Grievance Procedure established herein. The Bargaining Committee may designate alternates to act as Stewards on shifts or in areas where no regular Steward is scheduled or available.

Section 3.3. Steward's Authority. The authority of a Steward and alternates, so designated by the Labor Council, shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure set forth in this Agreement.

Section 3.4. Steward's Grievance Investigation. Stewards, during working hours, without loss of time or pay, may, in accordance with the terms of this Section, investigate legitimate grievances in accordance with the Grievance Procedure set forth in this Agreement and present such grievances in the manner provided herein. An employee who wishes to discuss a grievance with his Steward shall notify his supervisor and the supervisor shall notify the Steward's supervisor that his presence is required. The Steward shall not leave his assigned work until he has been notified by his supervisor that his presence is required in connection with the handling of a grievance. Permission to leave work for purposes of investigating a grievance shall not be unreasonably withheld, but to the extent possible grievance investigation shall take place at the beginning or end of the shift. The Steward shall be permitted a reasonable time to investigate, present and process such grievances. The Steward shall record the time of leaving and returning to work in connection with this Section with his supervisor. The rights granted under this Section shall not be abused. In the event an employee is suspended or discharged, the Employer will make available his Steward, or alternate, before requiring the employee to leave the premises, provided such Steward is on duty and available.

Section 3.5. Designation of Representatives. Promptly following the effective date of this Agreement, the Labor Council and the Employer shall provide to each other a written list of names and titles of their respective representatives and will, from time to time as changes occur, provide prompt notice of such changes.

ARTICLE 4 Strikes and Lockouts

Section 4.1. Employees shall not engage in any activity violative of Act 336, Public Acts of 1947, as amended, which provides as follows:

- a) As used in this act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the condition, or compensation, or rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.
- b) No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any one or more of the political subdivisions thereof,

or in the public school service, or any authority, commission, or board, or in any other branch of the public service, hereinafter called a "public employee" shall strike.

Section 4.2. In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth in Section 4.1 above, the Labor Council shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the Employer, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

Section 4.3. The Employer shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth in Section 4.1 above, which disciplinary action may include any form of discipline up to and including discharge.

Section 4.4. The Employer agrees that it will not lock out any employees in the bargaining unit during the term of this Agreement.

ARTICLE 5 Management Rights

Section 5.1. The Labor Council recognizes that the management of the Employer's operations is solely a responsibility of the Employer. However, this Agreement derives its statutory basis from the Michigan Public Employment Relations Act, Act #379, Public Acts of 1965, shall be pursuant thereof; and shall supersede any prior law, ordinance, rule or regulation to the contrary.

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

Section 5.2. In addition to all such rights conferred by law, the Employer reserve the right to manage its affairs efficiently and economically, including, but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of equipment and materials, the discontinuance of any services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend or discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties, to adopt, revise and

enforce working rules and regulations, subject to express provisions of this Agreement as herein set forth.

Section 5.3. The Labor Council recognizes the right of the Employer to make reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and to require compliance therewith by the employees. The Employer may also make rules and regulations in accordance with its statutory authority. The Labor Council reserves the right to question the reasonableness of the rules or regulations through the grievance procedure and through the arbitration procedure hereinafter provided.

ARTICLE 6 Grievance Procedure

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

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

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

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

Step 3. In the event the grievance is not satisfactorily settled in Step 2, either party may request that the grievance be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the provisions of Section 6.3 herein. Notice of such request for arbitration must be indicated on the grievance report form as used by the parties as well as filed in writing with the Director and the Human Resources Director for the County of Monroe within ten (10) work days after the date of the Step 2 answer. If such request for binding arbitration is not made within such ten (10) workday period, the grievance will be considered closed on the basis of the Step 2 answer.

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

Section 6.4. Selection of Arbitrator. The arbitrator shall be selected in accordance with the following procedure:

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

Section 6.5. Arbitration Proceedings. After selection of the arbitrator, whether by mutual agreement or through the use of the Federal Mediation and Conciliation Service, the arbitration proceedings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service relating to the arbitration of grievances.

Section 6.6. Arbitration Costs. The arbitrator's fees and expenses shall be *SHARED EQUALLY BY THE PARTIES*. Each party shall be responsible for their own expenses, if any, in connection with the arbitration proceedings.

Section 6.7. Power of the Arbitrator. 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.

Section 6.8. Effect of Arbitrator's Decision. The arbitrator's decision shall be final and binding on the Employer, the Labor Council and any employee or employees involved, and cannot be changed by any individual.

Section 6.9. Limitation on Grievance Procedure. The entire grievance procedure shall be subject to the following limitations:

- (a) In the event a grievance is not appealed or processed from a decision in any of the Steps in the Grievance Procedure to the next step in the Grievance Procedure within the time limits set forth in said step, it shall be considered settled on the basis of the last written decision on the grievance. If the grievance is not answered by the Employer within the time limits, the grievance shall be automatically forwarded to the next Step of the Grievance Procedure.

- (b) The time limits at any level of the Grievance Procedure may be extended by mutual agreement of the parties set forth in writing.
- (c) Any employee reinstated after discharge or disciplinary layoff shall be returned to the same job classification he held at the time of the discharge or disciplinary suspension and paid the same rate of pay, unless otherwise directed by the arbitrator.
- (d) No claim for back wages shall exceed the amount of wages the employee would have otherwise earned at his regular rate, less any compensation he may have received from any source whatsoever during the period of time in question. The Employer will be allowed a set-off for all other sources of income, including, but not limited to, unemployment compensation, etc.
- (e) Special meetings to discuss areas of mutual concern and/or possibly dispose of emergency problems or grievances may be held whenever mutually agreed.
- (f) As used in the Grievance Procedure, "workday" means Monday, Tuesday, Wednesday, Thursday or Friday, but excluding any such day if it is one of the holidays listed in Article 13.

ARTICLE 7 COMPENSATION

Section 7.1. Pay Periods. Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 7.2. Base Wages. The pay grade and base wages are covered under this Agreement as of January 1, 2011, January 1, 2012, and January 1, 2013, respectively, are set forth in Appendix A. New hires shall be placed at the minimum rate. After twelve (12) months service at a step, the employee shall be advanced to the next succeeding step until he reaches the maximum step of the pay schedule.

ARTICLE 8 Hours of Work and Overtime

Section 8.1. Work Period. The schedule for employees covered by this Agreement shall be eighty (80) hours per pay period. The parties agree that the employees shall be scheduled for six (6) twelve (12) hour shifts and one (1) eight hour shift per pay period. Within each pay period employees will work 36 hours one week and 44 hours one week. The parties agree that the initial scheduling of the eight (8) hour shift is at the Employer's discretion, but shall remain consistent thereafter.

Section 8.2. Work Shift and Schedules. The Employer shall have the right to establish work shifts and schedules and to assign personnel as required and necessary to fulfill the duties and obligations of Central Dispatch. The Employer shall publish a regular work schedule thirty (30) calendar days in advance of the effective date. Schedule changes may be made by the Employer with reasonable notice in order to meet conditions existing at any given time.

Employees will be permitted to exchange days off, and/or shifts, provided such exchanges are on a voluntary basis and do not interfere or conflict with normal operations of Central Dispatch. All such exchanges shall be subject to the prior approval of the Director or his authorized representative.

Probationary employees shall be assigned by the Director. The Director shall assign all shift selections to the particular shift that the non-probationary employees have requested based upon their classification seniority, to the extent that it will not unduly hinder the operation, control, effectiveness, and efficiency of the particular involved shift. In the event a non-probationary employee feels that he has been improperly denied a shift request, he may file a grievance in accordance with Article 6 of this Agreement. However, the Director's determination of shift selections pursuant to the provisions of this section shall not be changed by an arbitrator unless such arbitrator finds that the Director's determination was made in an arbitrary, capricious or discriminatory manner, or made for no reason at all. The Director shall make every reasonable effort to assign non-probationary employees to the shift selection of their preference.

There shall be 2 platoons; each platoon will have three (3) shifts (7am –7pm, 3pm –3am and 7pm – 7am). When one platoon is working the other platoon is off. The employee scheduled on the 3pm – 3am shift will rotate as required to provide coverage for absent employees on those shifts. Employees shall be allowed to select shifts (not Platoon) by seniority every 4 months of each calendar year. The employer shall post a shift schedule for the following 4 months 1 month prior to implementation, for the purpose of shift selection. Shift selection shall be by seniority with the most senior employee selecting first and the least senior employee selecting last.

Platoon selection shall be annual in January of each year in conjunction with shift selection. An employee shall be allowed to change platoons during the year if a loss of personnel results in a change in the employee's seniority and it does not result in additional over-time cost to the Employer.

Section 8.3. Employee Attendance. Employees shall be regular in their attendance and observe their scheduled working hours established by the Employer. The Employer may install a time clock system or other time recording device (For official timekeeping purposes, the digital clock system in full view on the wall in Central Dispatch will be the official time.) for the purpose of documenting employee attendance. Arrangements for time off must be made with the employee's supervisor in advance and in accordance with the provisions under which time off is to be taken. If, for legitimate reason, an employee is unable to report for work at his scheduled starting time, Central Dispatch must be notified prior to the starting time unless it is physically impossible for the employee to do so. Failure to do so shall result in disciplinary action.

Section 8.4. Overtime. Employees shall not work more than the normal workday or normal work week without prior approval of the Employer. All overtime assignments shall be at the

discretion of the Employer.

Employees shall be paid at the rate of time and one half (1 1/2) at his regularly hourly rate of pay any hours continuously worked over 12 hours or in excess of those normally scheduled shall be considered overtime.

Employees covered by this Agreement who are entitled to overtime compensation under the terms of this Agreement, shall receive such payment as part of the employee's pay received on the first pay day following completion of the work period in which the overtime compensation was earned. For the purposes of computing the payment of overtime compensation to entitled employees under the terms of this Agreement, such employees will receive credit for all hours rightfully earned, including hours accredited to such employees as the result of valid sick leave, funeral leave, holiday or vacation pay. Employees on disciplinary suspension shall not be eligible for any overtime opportunity.

Section 8.5. Court Time. When an employee is required to be present in court as part of his official duties at a time other than his normally scheduled duty hours, he shall be compensated at the rate of one and one-half (1 1/2) times his basic hourly rate for the reasonable and necessary time required in court, with a minimum payment of two (2) hours. This provision is applicable to all courts in Monroe County, as well as required appearances in Monroe County in connection with quasi-criminal proceedings, such as license appeal board, liquor control commissions, etc. The provision of this Section shall also apply to required appearances by employees in criminal courts in Detroit, Ann Arbor and Toledo. In the event any employee receives a subpoena fee for such court appearance, he shall promptly remit such fee to the Employer. In the event an employee is required in line of duty to travel outside of Monroe, Wayne and Washtenaw Counties, he shall be reimbursed at his straight-time hourly rate for reasonable travel time to and from the assigned location and for reasonable time at the location to conduct the required business. The Employer shall advise such employee prior to leaving as to the amount of the reasonable travel and business time. An employee shall be reimbursed for reasonable expenses incurred in lodging and meals when required and authorized in advance. There shall be no payment for overnight stopovers, which may be required in out-of-town trips.

Section 8.6. Shift premium. A shift premium shall be given to all employees covered by this agreement in the amount of \$0.40/hour for all employees working the hours between 3pm and 7am.

Section 8.7. Training Premium. A premium of 1 1/2 hours pay per shift for over four (4) hours shall be paid to each employee who is assigned to provide one on one training and instruction to a probationary employee who has less than 960 hours of work experience in Central Dispatch. Employee's who are not directly appointed to a specific training assignment or who only provide incidental direction and assistance are not eligible for this payment.

Section 8.8. Call-in compensation Employees called in prior to their regular shift or called back following their regular shift, shall be entitled to receive a minimum of two (2) hours pay regardless of the hours worked, but may be required to perform two (2) hours of duties if such work is available. Such call-ins or callbacks shall be authorized only by the Director or his designated representative.

Section 8.8. Temporary Assignment. In the event there is a temporary vacancy for a Communications Supervisor, the Employer shall fill the temporary assignment with the most senior employee on the shift. The employee transferred by the Employer shall receive an additional \$2.50 per hour for those hours worked as a Communications Supervisor.

ARTICLE 9 Leaves of Absence

Section 9.1. Military Leave. Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable federal law.

Section 9.2. Labor Council Leave. The Employer will grant a leave of absence for a period not to exceed five (5) calendar days in any calendar year to an employee elected by the Labor Council to attend a labor convention or educational conference. A four (4) week advance notice in writing may be required for any such leave. Not more than one (1) employee shall be entitled to a leave under this Section at any one time. Such leave shall be without pay.

Section 9.3. Funeral Leave. An employee will be granted funeral leave without loss of pay for three (3) scheduled workdays, to permit the employee to attend the funeral of any member of his immediate family. The employee will not be compensated under this Section if he does not attend the funeral. For the purpose of this Section "immediate family" means: Father, mother, sister, brother, child, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, stepchildren and grandchildren. An employee will be granted one day of funeral leave without loss of pay on the day of the funeral if it is a scheduled work day and the employee attends the funeral of an aunt, uncle, brother-in-law, or sister-in-law. The Employer may require reasonable proof of such attendance. Employees will be allowed to use additional personal or vacation days to attend a funeral of a member of his immediate family if the funeral is in excess of 300 miles from Monroe, but not to exceed a total of five (5) days.

In the event a death of a member of an employee's immediate family occurs while the employee is on a scheduled vacation, the employee may terminate such vacation and request funeral leave, in which case he shall then be entitled to funeral leave benefits in accordance with Section 9.3. To the extent that an employee takes funeral leave during a scheduled vacation, the vacation time lost shall be rescheduled at a later date.

Section 9.4. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA), as amended.

Section 9.5. Employees on approved leaves will accumulate seniority except as specifically stated otherwise in this Agreement.

Section 9.6. Personal Leave Days. Effective January 1st of each year, full-time seniority employees shall be entitled to a maximum of fifty-six (56) hours of personal leave time during the

following twelve (12) month period, with pay to be computed at the employee's then current straight-time hourly rate, exclusive of premium of any sort whatsoever as of the day such personal leave day is taken. Regular full-time seniority employees hired on or after January 1, 2011 who have completed one (1) year of service shall be entitled to twenty-four (24) hours of personal leave time with pay computed at the employees then current straight-time hourly rate, exclusive of premium of any sort whatsoever as of the day such personal leave day is taken. Each newly hired member of the bargaining unit who successfully completes his probationary period will, on his first anniversary date of hire, be given personal time on a pro rated basis for the remainder of such calendar year to be taken before the end of that calendar year.

Except in cases of family emergency precluding notification, an employee will notify the Employer at least 72 hours prior to the day the employee wishes to take a personal leave day. The Employer shall only be obligated to allow one employee per shift off on a personal leave day at any one time. If two or more employees make request for the same personal leave day, the employee whose request was first received by the Employer shall be granted the personal leave day. If two or more requests are received by the Employer within a 24-hour period, the employee with the most classification seniority will be granted the personal leave day. If an employee is denied a personal leave day request and the employee feels that such request has been improperly denied, the employee, if the Grievance Procedure as defined in Article 6 of this Agreement would not operate quickly enough to address such concern, may in addition to filing a grievance, immediately make such request in person to the Employer to reconsider such denial. Personal leave days shall not accumulate from one yearly period to another. Prior to November 1st of each year an employee may request payment of up to a maximum of fifty-six (56) hours (Employees hired on or after January 1, 2011 may request payment of up to a maximum of twenty-four (24) hours) of his unused personal leave time, payable in a separate check, the first non-pay Friday in December. Such requests shall be in writing.

Section 9.7. Workers' Compensation Leave. An employee disabled due to a work related injury which is compensable under the Michigan Workers' Compensation Act shall be granted a workers' compensation leave of absence for a period of such disability or two years, whichever is less, and shall be entitled to receive the applicable workers' compensation benefits required by law. Medical and life insurance will also be continued for the duration of the period of disability or two years, whichever is less. Holidays, sick pay and other employee benefits shall not accumulate or be paid during such compensation leave, except that an employee may use sick days for the first seven (7) non-compensated days of absence but shall be repaid such sums if the absence exceeds fourteen (14) days. Seniority shall continue to accrue during such leave.

Section 9.8. Jury Duty Leave. If an employee is summoned and reports for jury duty, such employee shall be paid the difference between the jury duty fee received for such jury service and the employee's then current wage which he would have received if he had worked for all time actually lost. Time spent on jury duty shall be considered as time worked for purposes of this Agreement and an employee's benefits status shall not be interrupted by reason of such jury leave.

ARTICLE 10
Seniority

Section 10.1. Definition of Seniority. All newly hired employees shall have a probationary period of one (1) year. Upon completion of one (1) year's service the employee shall be placed upon the seniority list as of his last date of hire in the bargaining unit. Employees who terminate their employment with Central Dispatch and are subsequently rehired shall be treated in all respects as a new hire as of the date of rehire and shall not be entitled to any credit for seniority purposes or benefits of any kind based upon prior service with the Employer.

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

In the event more than one employee starts to work on the same day, the employees' respective standing on the seniority list shall be determined by a random drawing with a Labor Council Steward present, of numbered chits from a suitable bin with each affected employee having a number corresponding to the numbered chits in the lottery bin. The employee whose number is drawn first shall be awarded higher standing on the seniority list.

Section 10.2. Seniority Lists. The Employer shall prepare and maintain a list of employees possessing seniority in the bargaining unit. Employees on said list shall be ranked in order of seniority, most senior first.

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

Section 10.3. Termination of Seniority. An employee shall have his seniority rights and his employment terminated if:

- (a) the employee quits;
- (b) the employee retires or is retired;
- (c) the employee is discharged for just cause;
- (d) the employee is absent for three (3) consecutive work days without notifying the Employer, unless he was physically unable to give such notice or to have someone to give such notice on his behalf or due to other emergency circumstances;
- (e) the employee is absent for three (3) consecutive work days without a reason satisfactory to the Employer for such absence;

- (f) the employee falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence;
- (g) the employee fails to report for work upon termination of any leave of absence;
- (h) the employee fails to report for work from a layoff after being notified to report to work;
- (i) the employee is laid off for a period of twenty-four (24) consecutive months;
- (j) the employee works for another Employer while on any leave of absence, unless such employment is mutually agreed to in advance.

Section 10.4. Layoff and Recall. When it is necessary to make a reduction of the number of employees the following procedure shall be used in making such reduction:

- (a) Temporary employees shall be laid off first, in any order.
- (b) Probationary employees shall be laid off next, in any order.
- (c) If additional layoffs are required, seniority employees shall be laid off in inverse order of their seniority.

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

Section 10.5. Preferred Seniority. Stewards elected pursuant to the terms of this Agreement shall head the seniority list for the purposes of recall and layoff only during their terms as Steward and shall not be laid off while any work is available in Central Dispatch which they have the ability to perform. Stewards shall be returned to their regular standing on the seniority lists upon termination of service as such Steward.

Section 10.6. Transfer Out of the Unit. Any employee who is transferred out of this bargaining unit into another position within the Central Dispatch shall have their bargaining unit seniority frozen. In the event he is laid off or demoted from the position outside the unit, he may exercise his seniority to return to the bargaining unit. An employee awarded a transfer or promotion to another position within the Central Dispatch may elect to return to his former position and rate of pay during the probationary period of the new position.

All employees promoted to the position of Communications Supervisor from Communication Specialist shall serve the probationary period as provided in that agreement. If, in the opinion of the Employer, they do not successfully complete their probationary period, they shall

revert back to their previous job classification without recourse to the grievance procedure. Any such promoted employee shall also have the option of voluntarily reverting back to their previous job classification if they so indicate in writing to the Employer during their probationary period.

ARTICLE 11
Vacations

Section 11.1. Each full-time employee, hired prior to January 1, 2011 who has been employed six (6) *qualified calendar months are eligible for 40 hours vacation credit.

Length of Continuous Service	Earned Vacation Hours
From 7 calendar months to 18 calendar months	64 hours
From 19 calendar months to 60 calendar months	80 hours
From 61 calendar months to 84 calendar months	104 hours
From 85 calendar months to 144 calendar months	120 hours
From 145 calendar months to 180 calendar months	144 hours
From 181 calendar months to 240 calendar months	160 hours
From 241 calendar months and over	200 hours

Employees hired on or after January 1, 2011 will earn vacation hours as follows:

Length of Continuous Service	Earned Vacation Hours
After 6 *qualified months	40 hours
From 7 calendar months to 18 calendar months	64 hours .
From 19 calendar months to 60 calendar months	80 hours
From 61 calendar months to 84 calendar months	104 hours
From 85 calendar months and over	120 hour

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

Vacations can only be carried forward one (1) calendar year. Any vacation not taken within a two-year period will be forfeited, except as otherwise approved in writing by the Employer. Prior to November 1st of each year, an employee may request payment of up to forty (40) hours of unused vacation time, provided the employee has either used all of his personal leave days, or requested payment for all unused personal leave days, prior to submission of the request for payment of vacation time. Payment for unused vacation time will be made in a separate check, the first non-pay Friday in December. Such requests shall be in writing.

Vacation schedules shall be set up by the Employer so as to permit the continued operation of Central Dispatch without interference with the efficiency of such operation. Employees will be given preference according to seniority by shift to select vacation periods so long as such does not interfere with the efficiency or operation of Central Dispatch. Vacation schedules shall be posted and after selections have been approved, they shall be final except for good cause. No special vacation pay will be made, but checks will be issued as of the normal pay dates as they occur. Vacation pay shall be determined as of the employee's current salary at the time the vacation is taken.

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

ARTICLE 12 Disability Benefits

Section 12.1. All non-probationary employees of the bargaining unit are covered by the Employer's short term disability plan. The amount of disability income benefits provided for eligible employees shall be 67% of the employee's gross basic monthly earnings, with a maximum monthly benefit of \$4,000.00 and a minimum monthly benefit of \$100.00. Such gross basic monthly earnings will be calculated based upon the number of regular scheduled hours such employee would otherwise have worked, exclusive of overtime. An employee will be eligible for disability benefits under the provisions of this Article after a waiting period of one (1) day for accidents and seven (7) calendar days for illness. An employee who continues to be disabled may draw disability benefits for up to a maximum of two (2) years. After such two (2) year period, all benefits will cease.

Section 12.2. An employee will not be eligible for disability benefits unless he is under the care of a physician who certifies, in writing, that said employee is disabled from performing his job responsibilities. Such written certification must be provided to County of Monroe's Human Resources Department and must indicate what specific physical or mental limitations or restrictions disable the employee from so performing such responsibilities, and the length of time that such employee is expected to be disabled. The Employer has the unlimited right, in its sole discretion, to offer "favored work" to any employee so disabled, so long as such "favored work" is within the employee's limitations and restrictions as certified. The Employer will attempt to offer such "favored work" within Central Dispatch, but reserves the right to make such "favored work" offer in any department within the County. Such "favored work" offer may direct the employee to work any scheduled shift and/or job assignment notwithstanding any other provision of this Agreement. Any employee who refuses such "favored work" offer will not be eligible for disability benefits. Any employee performing such "favored work" will be compensated in accordance with the following:

1. For the first 60 calendar days of "favored work" - 90% of salary as defined in Exhibit A of this agreement.

2. For the 61st through 120th calendar day of "favored work" - 85% of salary as defined in Exhibit A of this agreement.
3. For the 121st through 240th calendar day of "favored work" - 80% of salary as defined in Exhibit A of this agreement.
4. For the 241st through 730th calendar day of "favored work" - 67% of salary as defined in Exhibit A of this agreement.

No employee will be eligible for "favored work" beyond 730 calendar days.

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

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

Any employee who receives disability benefits pursuant to this Article will continue to accrue seniority as defined in Article 10 of this Agreement for up to a maximum period of one year. At the end of such one (1) year period, if the employee continues to be disabled, he shall have his seniority frozen and will receive no further employment benefits beyond such one (1) year period with the specific exception of insurance benefits pursuant to Article 16 of this Agreement and sick and accident benefits under this Article. The employee, if he continues to be disabled, will be eligible to receive disability benefits pursuant to this Article for up to the maximum period of two (2) years. At the end of such two (2) year period, if the employee is unable to return to and perform his regular job responsibilities without limitations or restrictions, said employee will have his seniority terminated and receive no further employment benefits pursuant to this Agreement.

If the Employer so directs, any employee receiving disability benefits pursuant to this Article may be required to apply for other income benefits for which he may be eligible. The Employer's obligation to provide disability benefits pursuant to this Article shall be subject to reduction by any of the following other income benefits for which the employee may receive:

- 1) Social Security disability benefits.
- 2) Workman's Compensation benefits.
- 3) Pension benefits.
- 4) Disability benefits under any "no fault" automobile reparation insurance law.

Documentation of such application for, denial and/or receipt of, such benefits must be promptly provided to the County of Monroe's Human Resources Director.

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

No employee will be returned to employment, with the exception of "favored work" as defined herein, after the receipt of disability benefits pursuant to this Article, unless he has provided a physician's certification that he is capable of resuming his job responsibilities without limitations or restrictions. Such physician's certification must be presented, in writing, to the County of Monroe's Human Resources Department.

ARTICLE 13 Holidays

Full-time employees shall be paid their regular hourly rate, plus time and one-half, for all hours actually worked on any of the following holidays:

New Year's Day
Martin Luther King Day
Easter Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Christmas Eve
New Year's Eve

ARTICLE 14
Accidents and Reports

Section 14.1. Any employee involved in any accident during his working hours or relating to his employment shall report said accident as soon as possible, but in all events not later than the employee's next regularly scheduled work day. Such report shall set forth the nature of the accident, the physical injury, if any, sustained, the witnesses to the accident and other such details as may be reasonably requested by the Employer. The employee shall make out an accident report in writing on forms furnished by the Employer and shall file a report with the County of Monroe's Human Resources Department. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

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

ARTICLE 15
Discharge and Suspension

Section 15.1. Policies, Rules and Regulations. The Employer may make, modify and enforce policies, rules and regulations relating to the maintenance of order, safety and discipline among its employees, together with disciplinary penalties for their enforcement. Such policies, rules and regulations are hereby incorporated by reference and shall be effective when published or posted by the Employer. The Employer's policies, rules and regulations shall be observed by all employees. Any employee who violates such policy, rule or regulation or any provision of this Agreement may be subject to discipline up to and including discharge. All such discipline will only be imposed for just cause and is subject to the provisions of Article 6 of this Agreement. When discipline is imposed upon an employee, he will be given a written statement by the Communications Director setting forth the extent of the imposed discipline, and the reasons why such discipline is being imposed, including the policy, rule or regulation or provision of this Agreement the employee has violated. Any non-probationary employee who is discharged from his employment with Central Dispatch may immediately file a grievance starting at Step 3 of Section 6.2 of Article 6 herein. The parties agree to do everything possible to expedite the processing and arbitration of such grievances involving the discharge of an employee.

In imposing disciplinary action, the Employer will not consider a prior disciplinary action or record of a prior violation of Central Dispatch rules and regulations which occurred more than two (2) years prior to the incident for which disciplinary action is to be taken. While the Employer need not destroy and/or remove evidence of prior disciplinary action from the employees' personnel record after a period of two (2) years, the Employer shall not and will not be able to rely upon those prior actions in imposing discipline upon an employee for a current incident or matter. The parties hereby agree that affirmative assistance may be placed and remain in an employee's personnel file, but will not be considered the imposition of discipline. Affirmative assistance is for the purpose of

documenting, in writing, that an employee has had a discussion with his superior in regards to his work performance. Every discussion an employee may have with his superior will not necessarily result in a written affirmative assistance.

ARTICLE 16
Insurance

Section 16.1. Health Care Benefits.

(a) Effective January 1, 2011, the Employer agrees to provide each regular, full-time seniority employee (and his eligible dependents*), a choice of coverage under one of the following health insurance plans:

1. Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay
2. Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay.
3. Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay
4. Blue Cross/Blue Shield of Michigan Community Blue PPO Option 4 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay.
5. Blue Cross/Blue Shield of Michigan Community Blue PPO Option 5 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay.
6. Blue Cross/Blue Shield of Michigan Community Blue PPO Option 6 Plan with Rx generic mandate \$10 co-pay, and brand name \$40 co-pay.
7. Coalition of Public Safety Employees Health (C.O.P.S) Trust Plan with Rx generic mandate \$10 co-pay and brand name \$20 co-pay; or
8. other plans designated by the Employer, which provide equal or better coverage.

Except as otherwise provided herein the County and the employee shall each make contributions toward the cost of coverage as follows:

Commencing January 1, 2011, the County shall apply 90% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

Commencing January 1, 2012, the County shall apply 88% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

Commencing January 1, 2013, the County shall apply 85% of the illustrated premium cost of coverage for the employee and his spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

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. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through automatic payroll deduction.

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

(c) Except as otherwise provided in Article 9, Leaves of Absence, Section 9.4, Family and Medical Leave, when on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for paying all of his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the County of Monroe's Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

(d) Except as otherwise provided under this Agreement and/or under COBRA, an employee's health care benefits shall terminate on the date the employee goes on a leave of absence for more than two weeks, terminates, 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.

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

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

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

Section 16.2. Voluntary Withdrawal from Health Care Plan.

(a) Total Waiver of Health Care Coverage

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

2. 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.

3. An employee who has waived all coverage under the County's Health Car 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.

4. An employee who has waived coverage as hereinabove provided may apply to have such coverage reinstated, provided he demonstrates that he can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee, his spouse and dependents is once again covered under the County's Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

(b) Waiver of Coverage for Employee's Spouse and Children Only

1. Any employee whose spouse can secure health care benefits from a source other than the County of Monroe for the spouse and the employee's dependents and desires to retain coverage under the County's plan but waive all coverage for his spouse and/or dependents

under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

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

3. An employee who has waived all coverage for his spouse under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$500.00 per year, paid in a separate check, the first non-pay Friday in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500.00 payment.

4. An employee who has waived all coverage for his spouse and dependents under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$600.00 per year, paid in a separate check, the first non-pay Friday in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$600.00 payment.

5. An employee who has waived health care benefits coverage under the Employer's plan for his spouse and/or dependents may apply to have such benefits reinstated, provided he demonstrates that his spouse can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee's spouse and dependents are once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 16.3. Dental Care Benefits.

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

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

Coverage under the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment. Employees who select the C.O.P.S. Trust Dental Plan shall pay the difference between the monthly premium cost of the C.O.P.S. Trust Dental Plan and the monthly premium cost of the Employer's Dental Plan currently in effect.

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

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

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

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

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

Section 16.4 Vision Care Benefits.

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

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

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

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

Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment. *Employees who select the Coalition of Public Safety Employees Health Trust/Vision Plan must also enroll in the C.O.P.S. Health Trust Plan.

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

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. 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 County of Monroe's Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than two weeks.

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

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

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

Section 16.5. Internal Revenue Code Section 125
Cafeteria Plan

(a) The Employer agrees to make available to employees a Cafeteria Plan under Section 125 of the Internal Revenue Code that will permit employees to purchase health care and dependent care benefits on a pre-tax basis. This Plan shall be subject to all applicable provisions of the Internal Revenue Code.

(b) The Employer may, at its discretion, appoint a third party to administer its Section 125 Cafeteria Plan.

Section 16.6. Term Life and Accidental Death and Dismemberment Benefits.

(a) The Employer shall provide each regular, full-time employee term life insurance and accidental death and dismemberment benefits in the amount of \$25,000.

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

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

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

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

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

* 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 17
Retirement and Retiree Health Care

Section 17.1. Retirement Plan for Employees Hired Prior to January 1, 2011

General. Subject to the terms and conditions herein provided, the Employer agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all

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

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 50 or older with 25 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit shall be two and one-half (2.5%) percent of the employee's final average compensation multiplied by his years of credited service, not to exceed seventy-five percent (75%) of final average compensation. 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.

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

Section 17.2. Retirement Plan for Employees Hired on or after January 1, 2011

General. Subject to the terms and conditions herein provided, the Employer agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who become participants in the Plan on or after January 1, 2011.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 50 or older with 25 or more years of credited service. Effective January 1, 2011 the monthly benefit formula applicable to retirement for all employees in the bargaining unit who were hired on or after January 1, 2011, 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 final average compensation. Effective January 1, 2011, all employees shall contribute three (3%) percent of all earnings to the Retirement System. Such contributions shall be made through automatic payroll deduction on a biweekly basis from each member's earnings. 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.

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

shall be reduced as provided in the Ordinance.

Section 17.3 Retiree Health Care Plan.

All persons hired by the Employer on or after October 1, 2007 shall not be eligible for retiree health care benefits, and shall not be required to make contributions to the Retiree Health Care Fund referenced in Section 17.4 below.

The Employer shall provide those employees who were hired prior to October 1, 2007 and who separate for the purposes of retirement and who receive benefits under the Monroe County Retirement System Ordinance the following health care benefits. Except as otherwise provided in subparagraph (B) (i.e. Spousal and Dependent Coverage) below, such coverage shall be provided to the retiree only.

(a) Retiree Coverage

Pre-Medicare: Employees who retire on or after January 1, 2011, will be provided the same health care benefits, including but not limited to, cost sharing, that it provides to its active employees until the retiree becomes eligible for Medicare.

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

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

The Employer shall make available to those retirees who are properly enrolled in the Part B Medicare Program as above provided, a Supplemental Plan, with a \$100 deductible. Such Plan will have the same Rx drug benefits the County provides its active employees.

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

(b) Spousal and Dependent Coverage: To be eligible for health care benefits, the retiree and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse or *eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, so long as the spouse's or *dependent child's monthly contribution to the premium does not exceed 20% of the total premium cost of said coverage. Upon payment of the required contribution to the illustrated premium by the retiree, retiree's spouse and/or dependent child(ren), the Employer shall pay 50% of the remaining part of the illustrated premium for a participating retiree's spouse and *eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.94% of such remaining part of the- illustrated premiums for each year of the retiree's credited service in excess of eight (8) years of credited service, not to exceed a total of twenty-five (25) years credited service or 100% of the applicable illustrated premium not covered by retiree contribution.

The retiree's spouse shall also be allowed to continue to receive health care benefits following the death of the retiree as long as the spouse is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

Dependent children of the retiree are also eligible for continued health care coverage after the retiree's death, provided the dependent children are covered by the retiree's health care plan at the time of the retiree's death and continue as dependents of the surviving spouse of the retiree who is receiving the deceased retiree's retirement allowance.

In the event a dependent child is named, the deceased retiree's beneficiary continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to receive health care coverage in compliance with Federal law.

Section 17.4 Retiree Health Care Fund. The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Employer shall annually budget sufficient funds to contribute to the Retiree Health Care fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

All persons hired by the Employer on or after October 1, 2007 shall not be required to make contributions to the Retiree Health Care Fund as referenced in this Section.

Employees who were hired prior to October 1, 2007 are required to contribute three (3%) percent of their bi-weekly base pay to this fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and *eligible dependents. If the employee quits or leaves 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 17.5 Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance. All employees hired by the Employer on or after October 1, 2007 shall not be eligible for Retiree Life Insurance.

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

ARTICLE 18 General

Section 18.1. Separability Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 18.2. Non-Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of age, sex, marital status, race, color, height, weight, disability, religion, national origin, political affiliation or sexual orientation, except as otherwise provided by state or federal law.

Section 18.3. General Liability Insurance. The Employer agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability Insurance Plan, subject to the terms, conditions, exclusions, and limitations as stated in said plan, and the Employer's right to amend the plan from time to time. The Labor Council shall be provided with a copy its General Liability Insurance Plan without charge upon its written request.

Section 18.4. Examinations. The Employer reserves the right to require each new hire to pass an appropriate medical examination at the Employer's expense as a condition of hire. Prospective employees who do not take the required examination or who fail the required examination will not be hired. The Employer reserves the right to have each employee examined in connection with any condition which may affect his ability to properly perform his duties in Central Dispatch. Such examination shall be conducted by persons selected by the Employer at the expense of the Employer. Results of any such examinations shall be filed with the County of Monroe's Human Resources Director.

Section 18.5. Lost or Damaged Property. In the event an employee covered by this Agreement shall, in the line of duty during scheduled work hours, lose an article of personal property or have such an article of personal property damaged, the Employer agrees to repair or replace such item of personal property. Repair shall be made when the item or personal property can be restored to a usable state. If replacement is required, the item shall be replaced with an item of comparable value. Repair or replacement of personal property, lost or damaged in accordance with this Section, shall be required only when the personal property is of the type which is required to be in the possession of the employee and if the employee makes note of the loss or damage in his official report relative to the duty matter resulting in the loss or damage. In the case of damaged

items of personal property which cannot be repaired, the damaged item will be turned in to the County of Monroe's Human Resources Department prior to replacement, within sixty (60) days.

Section 18.6. The Employer will designate the equipment required to be used by employees covered by this Agreement, and each such employee shall be issued required equipment and receipt therefore. Employees shall be responsible for the proper care and maintenance of such equipment. Lost or damaged equipment shall be charged to the responsible employee if due to neglect or careless use which may be subject to the grievance procedure.

Section 18.7. Dress policy. Discretion in style of dress is essential to the efficient operation of Central Dispatch. Employees are, therefore, required to dress in appropriate attire and use good judgment in their choice of work clothes. Permitted and prohibited dress will be established by the Employer and violations of such standards will be grounds for discipline. The Labor Council has the right to grieve such dress standards as established by the Employer and any discipline as imposed thereto under Article 6 of this Agreement, however, an arbitrator has no authority to alter the dress standards as established or any discipline as imposed unless he finds that such are unreasonable, arbitrary or capricious. The Employer and the Labor Council do hereby agree that employees of the bargaining unit are allowed to wear blue jeans while working in Central Dispatch, provided that such blue jeans are neat, clean, free from tears, holes, patches, decorations, etc., and in all other respects comply with the standards set forth in the dress code policy. The Employer reserves the right to at any time issue the members of the bargaining unit uniforms at Employer expense and discontinue the practice of allowing the employees the right to wear civilian clothing.

Section 18.8. Job Classifications. The parties to this Agreement hereby agree that in the event the Employer wishes to create a new job classification within Central Dispatch during the terms of this Agreement, the Employer will bargain with the Labor Council regarding the wages to be paid to employees in such new classification, as well as the manner of selecting such employees to fill such newly created positions.

ARTICLE 19 SCOPE OF AGREEMENT

Section 19.1. This Agreement includes all of the provisions of the Agreement between the parties in connection with wages, hours, and other terms and conditions of employment and revokes all and every previous agreement, practice, privilege and benefit relating to the employees or any one or more of them covered by this Agreement, which were in effect prior to the execution hereof.

Section 19.2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and that there are no other agreements, either oral or written, express or implied, covering the relationship of the parties. Each party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever, either covered in this

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

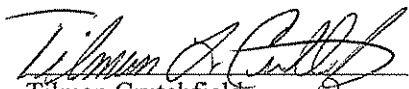
ARTICLE 20
DURATION OF THE AGREEMENT

Section 20.1. This Agreement shall become effective as of January 1, 2011. This Agreement shall remain in full force and effect until 11:59 p.m., December 31, 2013, and for successive yearly periods thereafter, unless notice is given in writing by either the Labor Council or the Employer, given to the other party at least sixty (60) days prior to December 31, 2013, or any anniversary date thereof, of its desire to amend, modify or terminate the Agreement. If such notice is given, this Agreement shall be open to amendment, modification or termination as such notice may indicate on January 1, 2014, or the subsequent anniversary date, as the case may be.

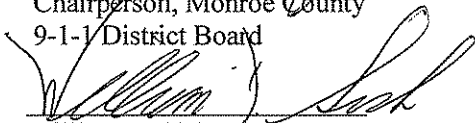
IN WITNESS HEREOF, the parties herein have caused this Agreement to be executed upon this 22 day of December, 2010.

FOR THE EMPLOYER:

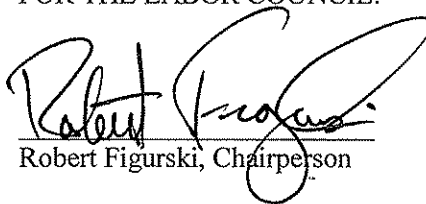
FOR THE LABOR COUNCIL:



Tilman Crutchfield,
Chairperson, Monroe County
9-1-1 District Board



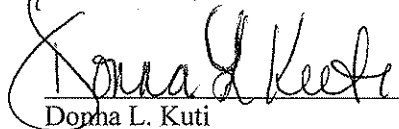
William D. Sisk, Chairperson
Monroe County Board of
Commissioners



Robert Figurski, Chairperson



Kevin L. Raymo



Dorna L. Kuti



Michael A Cochran, Jr.

APPENDIX A

Communication Specialist- Hired Prior To January 1, 2011
Effective 1/1/2011 Through 12/31/2013

STEP	1	2	3	4	5	6	7	8	9
	MINIMUM	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS	8 YEARS
	16.58	17.05	17.53	18.02	18.53	19.06	19.59	20.15	20.73

Communication Specialist- On or After January 1, 2011
Effective 1/1/2011 Through 12/31/2013

STEP	1	2	3	4	5	6	7	8	9
	MINIMUM	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS	8 YEARS
	15.75	16.19	16.65	17.12	17.61	18.10	18.61	19.14	19.69

