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12/31/2002



Agreement Between The
County of Monroe

The
Monroe County
9•1•1
District Board

And The
The Police Officers
Labor Council
(Monroe County Communications Center
Association / Communication Supervisors)

Monroe County



Effective January 1, 1999 through December 31, 2002

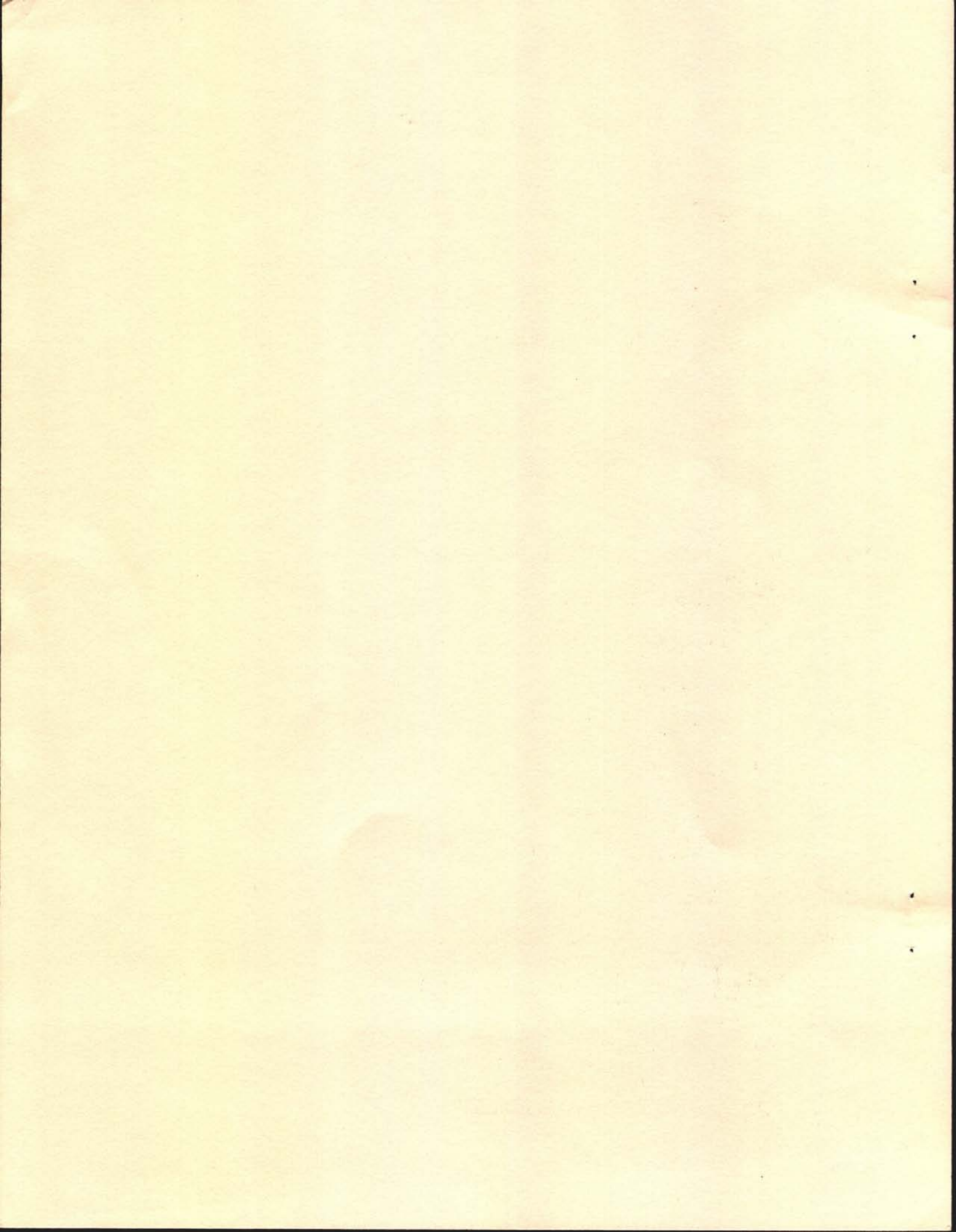
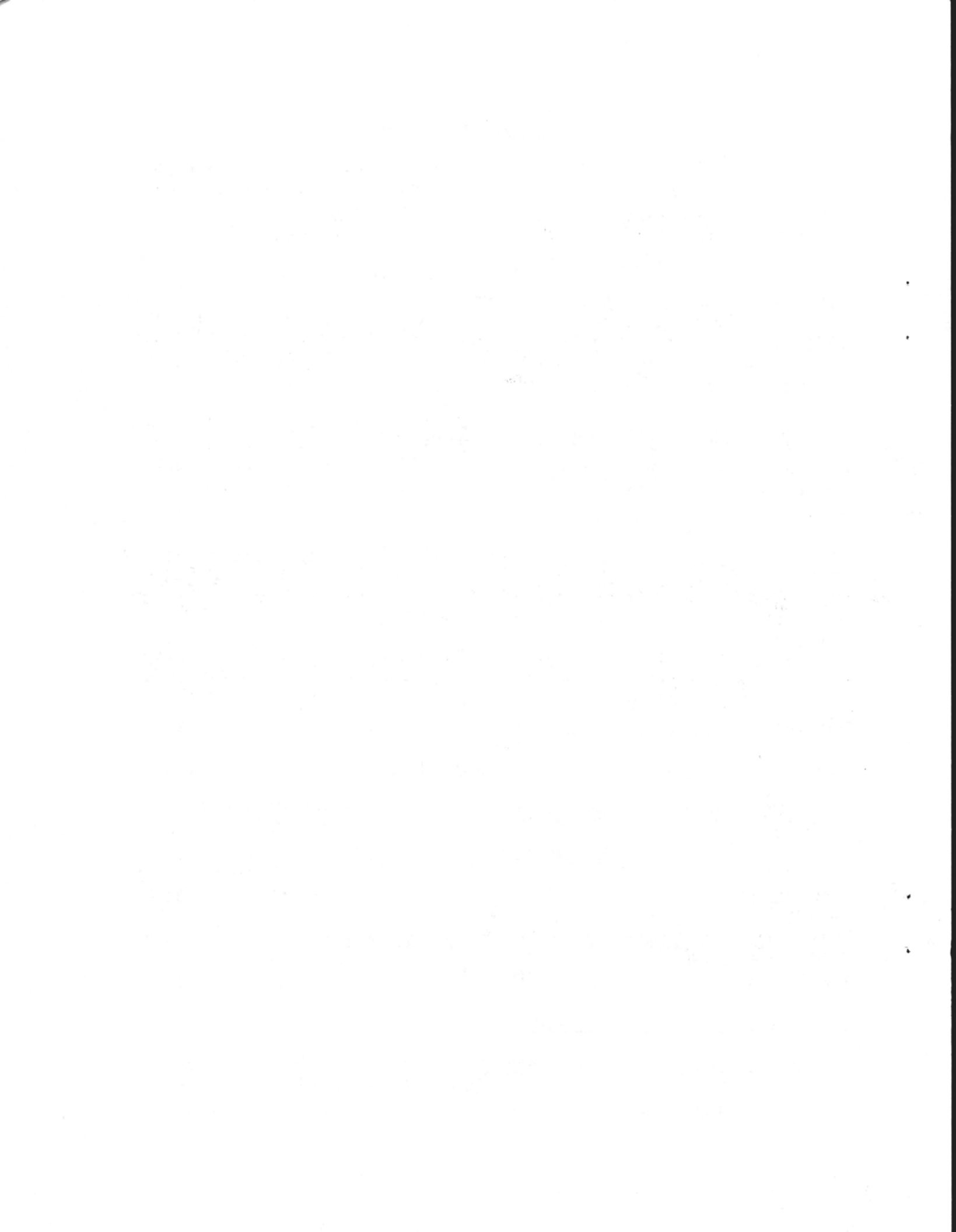


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AGREEMENT

This AGREEMENT, entered into the 14th of December, 1999 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 supervisors; excluding all communications specialists, 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 workweek of at least forty (40) hours.

- (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.

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 two (2) 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
Rights and Responsibilities

Section 4.1. No Strike. Employees shall not engage in any activity violative of Act 336, Public Acts of 1947, as amended, which provides as follows:

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

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

Section 4.5. Management Rights. 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 4.6. 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 4.7. 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.

Section 4.8. 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 5 Grievance Procedure

Section 5.1. 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 5.2. Settlement of Grievances. All grievances shall be settled in accordance with the grievance procedure set forth below:

Step 1. Any employee having a grievance shall first take up the matter with the Director. If the grievance is not settled during the work day it is discussed at Step 1, 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 5.3 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 5.3. 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 5.4. 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 5.5. 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 5.6. 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 5.7. 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 5.8. 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 5.9. 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, "work day" means Monday, Tuesday, Wednesday, Thursday or Friday, but excluding any such day if it is one of the holidays listed in Article 12.

ARTICLE 6
Compensation

Section 6.1. 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 6.2. Base Wages. The wage schedules for employees covered by this Agreement are set forth in Appendix A. New hires shall be placed at the minimum rate. After six (6) months service at a step, the employee shall be advanced to the next succeeding step until he reaches the maximum step of the wage schedule.

Section 6.3. Pay Adjustment for Work Performed as a Communication Specialist. An employee who works in the lower graded position of Communication Specialist shall receive the rate of pay provided for in the collective bargaining agreement covering the compensation of Communication Specialists.

Section 6.4. Longevity Pay Plan.

All employees, who are hired on or after January 22, 1991, shall not be covered by this Article. The Employer agrees to make longevity payments for continuous service with the Employer to all employees hired before January 22, 1991, who meet each of the following eligibility requirements:

- (a) Longevity pay adjustments are to be based upon continuous service with the Employer determined as of December 1, of each calendar year;
- (b) Employees with less than five (5) years of continuous service with the Employer as of December 1 of any calendar year shall receive no longevity pay;
- (c) Employees covered by this Agreement with five (5) or more years of continuous service with the Employer as of December 1, of any calendar year shall receive longevity pay of \$125.00, plus and additional sum of \$25.00 for each additional year of continuous service in excess of five (5) years;
- (d) Employees shall not be entitled to any longevity pay if their employment or seniority with the Employer is terminated for any reason prior to December 1 of any calendar year;
- (e) If an employee does not receive compensation for at least one thousand (1,000) hours during the twelve (12) month period immediately preceding December 1 of each calendar year, no longevity pay shall be due for that calendar year;

ARTICLE 7

Hours of Work and Overtime

Section 7.1. Work Period. The normal work day for employees covered by this Agreement shall be eight (8) or ten (10) hours per day. Employees shall normally be scheduled for an average of forty (40) hours per week over seven (7) days, for a total of 2,080 hours per year.

Section 7.2. 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 schedule of regular work shifts thirty (30) calendar days in advance of the effective date of said shifts. Schedule changes which cannot be met because of bona fide emergencies may be made by the Employer without 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. On November 1st of each year the Director will post all shift selections covering non-probationary members of the bargaining unit. All non-probationary employees shall make application for the shift of their preference prior to the closing of such posting. The posting will close on November 10th of each year. All non-probationary employees who fail to make application pursuant to such posting will be assigned a shift by the Director and shall have no ability to contest such assignment. On December 1st of each year, the Director shall post the shift assignments, which will become effective at the beginning of the first full pay period subsequent to January 1st of each year. The 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 5 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.

In the event the Employer determines that the shift structure for employees covered by this Agreement shall be changed to a substantially different structure than existed as of the date of

execution of this Agreement, such as a four (4) day/ten (10) hour shift, the Employer agrees to meet with representatives of the Labor Council, upon request, for the purpose of discussing and reviewing any problems which may result from such change.

Section 7.3. Employee Attendance. Employees shall be regular in their attendance and observe their scheduled working hours established by the Employer. The Employer may install a time clock system or other time recording device for the purpose of documenting employee attendance. Arrangements for time off must be made with the employee's supervisor in advance and in accordance with the provisions under which time off is to be taken. If, for legitimate reason, an employee is unable to report for work at his scheduled starting time, 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 7.4. 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 for all hours worked in excess of forty (40) in the work week.

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. Likewise, disciplinary action resulting in loss of time will not cause this lost time to be deducted from earned overtime unless it is specifically included in the disciplinary penalty.

Section 7.5. 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 7.6. 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 afternoon and midnight shift.

Section 7.7. Training Premium. A premium of \$1.00 per hour 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 7.8. 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.

ARTICLE 8 Leaves of Absence

Section 8.1. 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 8.2. 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 8.3. 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 this Section. To the extent that an employee takes funeral leave during a scheduled vacation, the vacation time lost shall be rescheduled at a later date.

Section 8.4. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) if he has been employed for at least twelve (12) months and works at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.

Upon request, an eligible employee will be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for one or more of the following events:

- (a) for the birth of a son or daughter of the employee and to care for such child.
- (b) for the placement of a child with the employee for adoption or foster care.
- (c) to care for a spouse, child or parent of the employee if the former has a serious health condition, or
- (d) because of a serious health condition of the employee which renders him unable to perform the functions of his position.

NOTE: An employee who is disabled as a result of an injury which is compensable under Article 11, Disability Benefits, of this Agreement shall be granted a leave of absence for the period of such disability or two (2) years, whichever is lesser. The employee's compensation and benefits during said leave shall be as provided under said Article 11, Disability Benefits.

The taking of a FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefit during the period of the leave, or to any other right, benefit or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an FMLA leave.

Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored to the position of employment held by the employee when the leave commenced. If the employee's position was eliminated during the period of the FMLA leave, the employee shall be placed in the position to which he would have otherwise been entitled had he been working at the time of the position's elimination.

The Employer shall maintain coverage under any group health plan as defined by the FMLA for a period of up to, but in no event exceeding, twelve (12) weeks and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to

return to work for reasons other than the continuation, recovery, or onset of a serious health condition entitling the employees to leave under subparagraphs (c) or (d) above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA. If an employee's leave under subparagraph (d) above is extended beyond twelve (12) weeks, the employee shall pay the full premium cost for maintaining coverage under any group health plan during the period of such extended leave.

If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, or because of a serious health condition of an employee which renders him unable to perform the functions of his position, the employee may, at his option, utilize accrued paid time off. Upon exhaustion of all paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.

An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12th) month following the date of birth or placement is entitled to only four (4) workweeks of unpaid leave.

Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for his child, spouse or parent residing in the employee's household who is suffering from a serious health condition.

An eligible employee who foresees that he will require a leave for the birth/care of a child or for the placement of a child for adoption or foster care, must notify the Employer, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must

provide as much written notice as is practicable under the circumstances.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for his spouse, child or parent should notify the Employer, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to the Employer's operations. Such employee must also give at least thirty (30) calendar days written notice unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.

If the requested leave is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the Employer in a timely manner a health care provider's statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that the employee is needed for such care.

A leave taken under subparagraphs (a) or (b) above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under subparagraph (c) above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.

An employee on an approved FMLA leave must keep the Employer informed regarding his status and intent to return to work upon conclusion of the leave.

In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under subparagraphs (c) or (d), the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.

The foregoing provisions are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that any of the foregoing provisions provide less benefits than those provided by the Act, the provisions of the Act shall control.

Section 8.5. Personal Leave Days. Effective January 1st of each year, full-time seniority employees shall be entitled to a maximum of five (5) personal leave days 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. 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 leave days 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 5 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 forty (40) hours of his unused personal leave days, payable on the second pay of November. Such requests shall be in writing.

Section 8.6. 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 8.7. 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.

Section 8.8. Employees on approved leaves will accumulate seniority except as specifically stated otherwise in this Agreement.

ARTICLE 9 Seniority

Section 9.1. Definition of Seniority. All newly hired employees shall have a probationary period of one (1) year. Upon completion of one (1) year's service the employee shall be placed upon the seniority list as of his last date of hire in the bargaining unit. Employees who terminate their employment with 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. Any new employee with more than six (6) months, but less than one (1) year of employment, who is given a disciplinary suspension or discharge, may grieve his disciplinary suspension or discharge up to and including arbitration, provided, however, the scope of the arbitrator's authority in an arbitration of a disciplinary suspension or discharge of new employee, shall be confined and restricted to the following determination: Was the basis of the Employer's decision to discipline, suspend, and/or discharge the employee arbitrary, capricious, or done in bad faith or for discriminatory purposes. An arbitrator shall only have the authority to rescind a disciplinary suspension and/or discharge if it is established that the Employer's actions were based upon arbitrary, capricious, discriminatory, or bad faith reasons or motives.

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 9.2. 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 9.3. Termination of Seniority. An employee shall have his seniority rights and his employment terminated if:

- (a) the employee quits;
- (b) the employee retires or is retired;
- (c) the employee is discharged for just cause;
- (d) the employee is absent for three (3) consecutive work days without notifying the Employer, unless he was physically unable to give such notice or to have someone to give such notice on his behalf or due to other emergency circumstances;
- (e) the employee is absent for three (3) consecutive 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 9.4. 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 9.5. 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 9.6. Transfer Out of the Unit. Any employee who is transferred out of this bargaining unit into another position within the Central Dispatch shall continue to earn seniority within the bargaining unit. In the event he is laid off 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 a promotional probationary period of six (6) months in their new job classification. 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 10
Vacations

Section 10.1. Each full-time employee who has been employed six (6) *qualified calendar months are eligible for five (5) working days vacation. Thereafter the employee shall earn paid vacation pay as follows:

Length of Continuous Service	Earned Vacation Days
From 7 calendar months to 18 calendar months	8 days/yr.
From 19 calendar months to 60 calendar months	10 days/yr.
From 61 calendar months to 84 calendar months	13 days/yr.
From 85 calendar months to 144 calendar months	15 days/yr.
From 145 calendar months to 180 calendar months	18 days/yr.
From 181 calendar months to 240 calendar months	20 days/yr.
From 241 calendar months and over	25 days/yr.

For the purposes of determining the length of continuous service, an employee shall be credited with a full month of service if he works at least fifteen (15) days within the calendar month and is on the Employer's payroll lists for the first and last day of such calendar month. 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 on the second pay of November. 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 in five (5) day blocks 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 earned.

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 11 Disability Benefits

Section 11.1. All non-probationary employees of the bargaining unit are covered by the Employer's short and long term disability plan. The amount of disability income benefits provided for eligible employees shall be 67% of the employee's gross basic monthly earnings, with a maximum monthly benefit of \$4,000.00 and a minimum monthly benefit of \$100.00. Such gross basic monthly earnings will be calculated based upon the number of regular scheduled hours such employee would otherwise have worked, exclusive of overtime. An employee will be eligible for disability benefits under the provisions of this Article after a waiting period of one (1) day for accidents and seven (7) calendar days for illness. An employee who continues to be disabled may draw disability benefits for up to a maximum of two (2) years. After such two (2) year period, all benefits will cease.

An employee will not be eligible for disability benefits unless he is under the care of a physician who certifies, in writing that said employee is disabled from performing his job

responsibilities. Such written certification must be provided to the County'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 six (6) "sick days" annually, to be credited as of January 1st of each year. Such annual "sick days" shall not accumulate from one year to the next, but at the end of each year the employee shall receive payment at his regular hourly rate for 50% of all such unused annual "sick days". Employees may utilize such annual sick days only if the employee or someone on his behalf notifies the 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 days was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform his regular work duties. The requirement of a physician's certificate for use of such annual sick days shall not apply to absences of one or two days unless such short periods of absence are habitual with the employee. Employees must exhaust their annual "sick days" before receiving disability benefits pursuant to the provisions of this Article. In addition, any employee who has earned and accumulated "sick days" in his "sick day bank" under the provisions of previous collective bargaining agreements will keep all such accumulated "sick days" in his "bank". Said employee may, as an alternative to receiving disability benefits under the provisions of this Article, utilize such "sick days". At the exhaustion of said employee's "sick day bank", he may apply for and receive disability benefits under the provisions and limitations of this Article. Documentation of the employee's decision to utilize such "sick day bank" must be provided, in writing, to the County's Human Resources Director, at the time of disability. At the time of the employee's termination of employment or retirement, the employee will receive payment for 50% of all such unused days as accumulated in his "sick day bank". Said payment will be calculated at the hourly rate of the employee at the time of his termination or retirement.

Any employee who receives disability benefits pursuant to this Article will continue to accrue seniority as defined in Article 9 of this Agreement for up to a maximum period of one year. At the end of such one (1) year period, if the employee continues to be disabled, he shall have his seniority frozen and will receive no further employment benefits beyond such one (1) year period with the specific exception of insurance benefits pursuant to Article 15 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'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's Human Resources Department.

ARTICLE 12
Holidays

Section 12.1. Full-time employees who meet all of the eligibility rules set forth in this Article shall be eligible for holiday pay for the following holidays:

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

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

- (a) The employee must work the last scheduled workday before and the next scheduled workday after the holiday or the day of observance of the holiday, unless he has an excused absence or is on vacation.
- (b) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
- (c) The employee must have at least ninety (90) days of employment with the Employer.

All employees covered by this Agreement will receive their regular hourly pay on the above named holidays when not working and their regular hourly pay, plus time and one-half on the above named holidays when working.

Section 12.2. Holiday Work Assignments. The Employer, or his designated representative, will determine the staffing levels required for each shift for all holidays. Employees desiring to work a given holiday (other than Good Friday which is exempt from this procedure) may submit a written request to the Employer or his designated representative at least forty-five (45), but no more than sixty (60) days prior to such holiday. The Employer will

fill such holiday work assignments first from employees who submit written requests. If more employees submit written requests than are required to fill the holiday work assignments, preference for such assignments will be given by classification seniority among employees who submit written requests. If there are not enough employees who have submitted written requests to fill the staffing requirements as determined by the Employer, such will be filled by reverse classification seniority. No employee may submit a written request to work any other shift than his normal shift assignment as determined according to Article 7 of this Agreement. The parties mutually agree that while it is desirable to have a supervisor on every shift the Employer cannot guarantee any minimum staffing levels.

ARTICLE 13
Accidents and Reports

Section 13.1. 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 14
Discharge and Suspension

Section 14.1. 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 5 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 employee who is discharged from his employment with Central Dispatch may immediately file a grievance starting at step 3 of Section 5.2 of Article 5 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 15
Insurance

Section 15.1. Health Care Benefits.

(a) The Employer agrees to provide each regular, full-time employee (and his eligible dependents¹), who was hired prior to November 1, 1999, coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield Traditional Plan (PSG-1, hospital, medical, surgical benefits with Master Medical Option - 5 (\$150/\$300; 80/20%), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred Rx \$10 co-pay generic mandate (mail order drugs at 50% of co-pay);
- 2) the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10 co-pay generic mandate;
- 3) the Blue Care Network of Michigan (BCN-1) Plan with preferred Rx \$2 co-pay generic mandate;
- 4) the Paramount Health Care of Michigan (PHC-1) Plan with preferred Rx \$2 co-pay generic mandate;
- 5) the Coalition of Public Safety Employees Health(C.O.P.S.) Trust Plan (\$0 deductible for in-network;,\$100/\$200 for out-of network;80/20%), preferred Rx \$3.50 co-pay generic mandate, \$5.00 co-pay non-generic drugs or;
- 6) other plans designated by the Employer which provide equal or better coverage.

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

Employees who select the Blue Cross/Blue Shield Traditional Plan shall pay the difference between the illustrated premium cost of said Traditional Plan and the illustrated premium cost of the lowest cost HMO plan.* (*Employees who select the Blue Cross/Blue Traditional Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the traditional plan and the lowest cost HMO Plan.) In the event the premium for the Coalition of Public Safety Employees Health (C.O.P.S.) Trust Plan should exceed the premium for the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan, the employee shall pay the difference between the illustrated premium cost of said C.O.P.S. Health Trust plan and the illustrated premium cost of the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan, or the employee may choose to transfer to one of the other health insurance plans, referenced above during the annual re-opening period.

(b) The Employer agrees to provide each regular, full-time employee (and his eligible dependents¹), who was hired on or after November 1, 1999, coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10.00 co-pay generic mandate;
- 2) the Blue Care Network of Michigan (BCN-1) Plan with preferred Rx \$2 co-pay generic mandate;
- 3) the Paramount Health Care of Michigan (PHC-1) Plan with preferred Rx \$2 co-pay generic mandate;
- 4) the Coalition of Public Safety Employees Health (C.O.P.S.) Trust Plan (\$0 deductible for in-network; \$100/\$200 for out-of-network; 80/20%), preferred Rx \$3.50 co-pay generic mandate; \$5.00 co-pay non-generic drugs or;
- 5) other plans designated by this Employer which provide equal or better coverage.

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

Employees who select the Blue Cross-Blue Shield of Michigan Community Blue PPO Option-1 Plan, or the Coalition of Public Safety Employees Health (C.O.P.S.) Trust Plan (\$0 deductible for in-network; \$100/\$200 for out-of-network; 80/20%), preferred Rx \$3.50 co-pay generic mandate; \$5.00 co-pay non-generic drugs shall pay the difference between the illustrated premium cost of said PPO plan or C.O.P.S. Trust Plan and the illustrated premium cost of the lowest cost HMO plan.* (*Employees who select the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan or the C.O.P.S. Trust Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the PPO plan or the C.O.P.S. Trust Plan and the lowest cost HMO Plan.)

(c) 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 forms.

(d) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the health care benefits herein provided. Except as otherwise provided in Article 8, Leaves of Absence, Section 8.4, Family and Medical Leave, 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 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.

(e) Except as otherwise provided 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.

(f) 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.

(g) 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.

(h) 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.

Section 15.2. Voluntary Withdrawal from Health Care Plan.

(a) Any employee who can secure health care benefits from another source and desires to withdraw from the Employer's Health Care Benefits Plan may submit a request to so withdraw, in writing, to the County Administrator for the County of Monroe.

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

(c) An employee who has withdrawn from the Health Care Benefits Plan as provided in this Agreement will receive a cash payment of \$1,000.00 per year, payable in the second pay period in December of each calendar year. Any employee who has not participated in the plan less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

(d) An employee who has withdrawn from the plan may apply to be reinstated into the plan, 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 of Monroe's County Administrator. The County of Monroe's County Administrator will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee is once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 15.3. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time employee (and his eligible dependents²) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits 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 15.4 Vision Care Benefits.

(a) The Employer shall provide each regular, full-time employee (and his eligible dependents²) vision care benefits coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield of Michigan Vision A-80 Plan or;
- 2) the Coalition of Public Safety Employees Health Trust.

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.

(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 15.5. Term Life and Accidental Death and Dismemberment Benefits.

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

- 1) An employee shall be entitled to credited service for periods of CETA/EEA service lasting thirty (30) or more days;
- 2) Service credited an employee under this provision shall not exceed five (5) years;
- 3) Credited service shall not be granted for periods which are or could be used for obtaining or increasing a benefit from another federal, state or local publicly supported retirement system.
- 4) The employee purchasing CETA and/or EEA service credit shall pay the Retirement System five percent (5%) of his compensation (as defined by the Retirement System Ordinance) for the 12 month period immediately preceding and including the date of application multiplied by the number of years (or fraction thereof) of credited service being purchased. Payments tendered pursuant to this provision may not be refunded.
- 5) Employees may purchase CETA and/or EEA service credit by lump-sum payment or by payroll deduction in equal bi-weekly installments over a period not exceeding the period of time being purchased.
- 6) All payments toward the purchase of CETA and/or EEA service credit must be completed not later than ninety (90) days preceding the employee's actual retirement.
- 7) Service credit shall not be credited to an employee until the full amount due has been paid to the Retirement System.
- 8) The Board of Trustees shall determine the employee's eligibility and the amount of service eligible for purchase by the employee and shall resolve any disputes with respect to amount of service claimed by the employee.
- 9) Employee applications for CETA and/or EEA credited service shall be submitted to the County of Monroe's Human Resource Department on form(s) provided by the Retirement System's Board of Trustees.
- 10) The County of Monroe's Human Resources Department shall review the employee's application for completeness, attach available documentation relating to the claimed eligible service, and forward same to the Retirement Board of Trustees.
- 11) All purchases of service credit shall be reported to the

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 15.5. Term Life and Accidental Death and Dismemberment Benefits.

(a) The Employer shall provide each regular, full-time employee term life insurance and accidental death and dismemberment benefits in 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 of providing the term life and accidental death and dismemberment benefits herein provided for the period that the employee is on active payroll. When on an authorized unpaid leave of absence of more than two weeks, the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the 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.

¹ 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. Employees who select coverage under the Family Continuation Rider of the Blue Cross/Blue Shield Traditional Plan or Michigan Community Blue PPO Option-1 Plan shall pay on a monthly basis the Family Continuation illustrated premium cost of said continued coverage. Employees who select coverage under the Family Continuation Rider for the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) Plan will not be required to pay the illustrated premium cost of said continued coverage.

² 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 16
Retirement and Retiree Health Care

Section 16.1. Retirement Plan.

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

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 50 or older with 25 or more years of credited service. The monthly benefit formula applicable to retirement for all employees in the bargaining unit who elect to retire on or after the date this Agreement is ratified by both parties shall be two and one-quarter (2.25%) 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.

B. CETA/EEA Time. Employees who were employed by the County under the Comprehensive Employment Training Act (CETA) and/or the Emergency Employment Act (EEA) immediately preceding and continuous with their current employment with the County may purchase CETA/EEA service credit for purposes of retirement under the Monroe County Employees Retirement System, subject to the following terms and conditions:

- 1) An employee shall be entitled to credited service for periods of CETA/EEA service lasting thirty (30) or more days;
- 2) Service credited an employee under this provision shall not exceed five (5) years;
- 3) Credited service shall not be granted for periods which are or could be used for obtaining or increasing a benefit from another federal, state or local publicly supported retirement system.
- 4) The employee purchasing CETA and/or EEA service credit shall pay the Retirement System five percent (5%) of his compensation (as defined by the Retirement System Ordinance) for the 12 month period immediately preceding and including the date of application multiplied by the number of years (or fraction thereof) of credited service being purchased. Payments tendered pursuant to this provision may not be refunded.
- 5) Employees may purchase CETA and/or EEA service credit by lump-sum payment or by payroll deduction in equal bi-weekly installments over a period not exceeding the period of time being purchased.
- 6) All payments toward the purchase of CETA and/or EEA service credit must be completed not later than ninety (90) days preceding the employee's actual retirement.
- 7) Service credit shall not be credited to an employee until the full amount due has been paid to the Retirement System.
- 8) The Board of Trustees shall determine the employee's eligibility and the amount of service eligible for purchase by the employee and shall resolve any disputes with respect to amount of service claimed by the employee.
- 9) Employee applications for CETA and/or EEA credited service shall be submitted to the County of Monroe's Human Resource Department on form(s) provided by the Retirement System's Board of Trustees.
- 10) The County of Monroe's Human Resources Department shall review the employee's application for completeness, attach available documentation relating to the claimed eligible service, and forward same to the Retirement Board of Trustees.
- 11) All purchases of service credit shall be reported to the

Actuary and shall be included in future actuarial reports and determinations.

- 12) Payments made to the Retirement System for the purchase of service credit shall be credited to the reserve for Employer contributions.

Section 16.2 Retiree Health Care Plan.

The Employer shall provide those employees who separate for purposes of retirement on or after November 1, 1999, and who receive benefits under the Monroe County Employees Retirement System Ordinance, the following health care coverage. Except as otherwise provided in subparagraph C. below, such coverage shall be provided to the retiree only.

A. Pre-Age 65: Retirees under the age of 65 who were hired prior to November 1, 1999, may select coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield Traditional Plan (PSG-1, hospital, medical, surgical benefits with Master Medical Option - 5 (\$150/\$300; 80/20%), with mammograms, pap-smears, FAE-RC, Hospice, Inc. Case Mgmt., preferred Rx \$10 co-pay generic mandate (mail order drugs at 50% of co-pay);
- 2) the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10 co-pay generic mandate;
- 3) the Blue Care Network of Michigan (BCN-1) Plan or;
- 4) the Paramount Health Care of Michigan (PHC-1) Plan.

All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans.

For those retirees who select the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1, the Blue Care Network of Michigan (BCN-1), or Paramount Health Care of Michigan (PHC-1), the Employer shall pay 100% of health care costs for the retiree only. Retirees who select the Blue Cross/Blue Shield Traditional Plan shall pay the difference between the illustrated premium cost of said Traditional Plan for the retiree only and the illustrated premium cost of the lowest cost HMO plan for the retiree only.* The Employer shall pay the balance. (*Retirees who select the Blue Cross/Blue Traditional Plan shall be subject to periodic

increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the traditional plan and the lowest cost HMO Plan.)

Retirees under the age of sixty-five (65) who were hired on or after November 1, 1999, may select coverage under one of the following plans:

- 1) the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan with preferred Rx \$10.00 co-pay generic mandate;
- 2) the Blue Care Network of Michigan (BCN-1) Plan or;
- 3) the Paramount Health Care of Michigan (PHC-1) Plan.

All coverage under any of the foregoing plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans. For those retirees who select the Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1) the Employer shall pay 100% of the health care costs for the retiree only. Retirees who select the Blue Cross-Blue Shield of Michigan Community Blue PPO Option-1 Plan shall pay the difference between the illustrated premium cost of said PPO plan for the retiree only and the illustrated premium cost of the lowest cost HMO plan for the retiree only.* The Employer shall pay the balance. (*Retirees who select the Michigan Community Blue PPO Option-1 Plan shall be subject to periodic increases in the cost of said coverage based upon fluctuations in the illustrated premium costs of the PPO plan and the lowest cost HMO Plan.)

Notwithstanding the provisions hereinabove provided, the Employer agrees to pay 100% of the health care costs for retirees under age 65, who reside 91 days or more outside the service area of either the Blue Cross/Blue Shield of Michigan Community Blue PPO Option-1 Plan, Blue Care Network of Michigan (BCN-1) Plan or the Paramount Health Care of Michigan (PHC-1), and desire coverage under the Blue Cross/Blue Shield Traditional Plan.

B. Age 65 or older: Retiree's age sixty-five (65) or older must enroll in the part B Medicare program. The Employer will thereafter pay the cost of Blue Cross/Blue Shield of Michigan Complimentary Coverage Option-2 plus 1 plan with prescription co-pay program, or equal or better coverage. The Employer shall pay 100% of the health care costs for the retiree only.

C. Spousal and Dependent Coverage: A participating retiree's current spouse and *eligible dependents shall also be permitted to participate in any of the above described Retiree Health Care Plans in which the retiree participates; if they are not otherwise eligible for health care benefits through another Employer. In such event, the Employer shall pay 50% 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 the retiree spouse's and *eligible dependents health care 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.

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

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

In the event a dependent child is named, the deceased retiree's beneficiary continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19.

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

E. To be eligible for health care benefits as provided above, the retiree and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

Section 16.3 Retiree Health Care Fund. The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." The Employer shall annually budget sufficient funds to contribute to the Retiree Health Care fund, based upon the actuarially determined amount to be reserved for the future cost of retiree health care premiums.

Employees hired after February 7, 1996, shall contribute 3.0% of their bi-weekly base pay to the Retiree Health Care Fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and *eligible dependents. If the employee quits or leaves employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Employer.

Section 16.4. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance.

*Eligible dependents as referenced herein shall include the retiree's children until the end of the year in which such children reach age 19, or any age if totally or permanently disabled by either a physical or mental condition prior to age 19. Children as used herein include the retiree's children by birth, legal adoption, or legal guardianship (while in the retiree's custody and dependent on the retiree).

ARTICLE 17 General

Section 17.1. 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 17.2. 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, handicap, religion, national origin, political affiliation or sexual orientation, except as otherwise provided by state or federal law.

Section 17.3. 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 17.4. 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 17.5. 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 Human Resources Department of the County of Monroe prior to replacement, within sixty (60) days.

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 17.6. 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 5 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 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 17.7. 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 18
SCOPE OF AGREEMENT

Section 18.1. 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 18.2. 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 19
DURATION OF THE AGREEMENT

Section 19.1. This Agreement shall become effective as of December 14, 1999. This Agreement shall remain in full force and effect until 11:59 p.m., December 31, 2002, 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, 2002, 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, 2002, or the subsequent anniversary date, as the case may be.

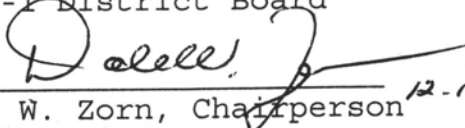
IN WITNESS HEREOF, the parties herein have caused this Agreement to be executed upon this 14th day of December 1999.

FOR THE EMPLOYER:

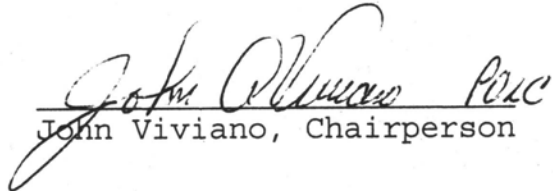
FOR THE LABOR COUNCIL:



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



Dale W. Zorn, Chairperson ¹²⁻¹⁴⁻⁹⁹
Monroe County Board of
Commissioners



John Viviano, Chairperson



James Christensen

APPENDIX A

COMMUNICATION SUPERVISORS

1999 Wage Scale

<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
\$15.88	\$16.11	\$16.48	\$16.79	\$17.05

2000 Wage Scale

<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
\$16.35	\$16.60	\$16.97	\$17.30	\$17.56

2001 Wage Scale

<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
\$16.84	\$17.10	\$17.48	\$17.82	\$18.09

2002 Wage Scale

<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>	<u>24 Months</u>
\$17.35	\$17.61	\$18.00	\$18.35	\$18.63

