

CONTRACT AGREEMENT

Between

**THE BARRY COUNTY CENTRAL DISPATCH
AUTHORITY**

and

**THE GOVERNMENTAL EMPLOYEES' LABOR
COUNCIL**

April 1, 2011 thru December 31, 2012

Table of Contents

AGREEMENT 2

PREAMBLE..... 2

ARTICLE 1 – RECOGNITION 2

ARTICLE 2 – UNION RIGHTS 2

ARTICLE 3 – MANAGEMENT RIGHTS 3

ARTICLE 4 – EXTRA CONTRACT AGREEMENTS..... 3

ARTICLE 5 - UNION SECURITY 4

ARTICLE 6 – UNION STEWARDS 4

ARTICLE 7 – SPECIAL CONFERENCES..... 5

ARTICLE 8 – GRIEVANCE PROCEDURE 6

ARTICLE 9 – HOURS OF WORK 7

ARTICLE 10 – LONGEVITY PAY 9

ARTICLE 11 – VACATIONS 9

ARTICLE 12 – HOLIDAYS 11

ARTICLE 13 – PERSONAL BUSINESS LEAVE 12

ARTICLE 14 – SENIORITY 12

ARTICLE 15 – LAYOFF AND RECALL 13

ARTICLE 16 – SICK LEAVE..... 14

ARTICLE 17 – OTHER LEAVES OF ABSENCE 15

ARTICLE 18 – WAGES/SHIFT DIFFERENTIAL PREMIUM 17

ARTICLE 19 – HOSPITAL/MEDICAL/DENTAL INSURANCE..... 17

ARTICLE 20 – STRIKES AND SLOWDOWNS

ARTICLE 21 – TEMPORARY PART-TIME EMPLOYEES..... ..

ARTICLE 22 – GENERAL PROVISIONS

ARTICLE 23 – DISCIPLINE

ARTICLE 24 – TUITIOIN REIMBURSEMENT..... ..

ARTICLE 25 – PENSION

ARTICLE 26 – RELIEF SHIFT POSITION

ARTICLE 27 – DURATION, TERMINATION, AND MODIFICATION..... ..

SCHEDULE A – TELECOMMUNICATOR PAY SCALE..... 30

AGREEMENT

THIS AGREEMENT is entered into this 23rd day of May 2011 between BARRY COUNTY CENTRAL DISPATCH AUTHORITY, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the GOVERNMENTAL EMPLOYEES' LABOR COUNCIL (hereinafter referred to as the "Union").

PREAMBLE

The purposes of this Agreement include the promotion of harmonious relations between the Employer, its employees, and the Union, the establishment of equitable and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to any reason prohibited by law.

The Employer and the Union agree to implement the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1

RECOGNITION

Section 1.1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment during the terms of this Agreement for those employees of the Employer in a bargaining unit consisting of all full-time non-supervisory Telecommunications employees, EXCLUDING all other employees including managerial, supervisory, confidential, custodial, and clerical employees and casual and part-time employees.

Section 1.2. No person employed by the Employer and covered by this Agreement shall be discriminated against because of any reason prohibited by law.

Section 1.3. The Employer shall make available to each employee covered by this Agreement a copy of the labor agreement.

ARTICLE 2

UNION RIGHTS

Section 2.1. The Union, as sole and exclusive bargaining representative of the employees, shall have the rights granted to them by applicable Michigan statutes now or hereafter enact, except as expressly limited by the terms of this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1. Except as limited by express provisions in this Agreement, the Employer shall suffer no restrictions in management functions, including but not limited to the direction of employees, the full and exclusive right to hire, promote, demote, transfer, lay off, discharge, suspend, or discipline employees for proper cause; to promulgate and require compliance with reasonable rules and regulations governing the conduct of employees; to make temporary job assignments necessary to ensure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to a subcontract; to maintain order and efficiency of operations; to determine the hours of work, including starting and quitting time, length of a work week; and to accomplish the reduction of the work force, and to control, direct, and supervise all equipment.

Section 3.2. The Employer reserves the right to unilaterally reorganize its operations. In the event such reorganization results in changes in job classifications, the Employer agrees to negotiate wage rates and conditions of employment with the Union when requested by the Union. In the event an agreement is not reached, wages and conditions of employment will be subject to the grievance and arbitration procedure for the purpose of determining the appropriate wages and conditions of employment.

ARTICLE 4

EXTRA CONTRACT AGREEMENTS

Section 4.1. The Employer agrees 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 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 will be null and void.

ARTICLE 5

UNION SECURITY

Section 5.1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the employer of those classifications of employees covered by this Agreement.

Section 5.2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party will exert any pressure on or discriminate against an employee in regard to such matters. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligations to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pays his own way and assumes his fair share of the obligation along with the grant of equal benefits contained in this Agreement. In accordance with the policy set forth in this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. For present regular employees such payments will commence thirty-one (31) days following the effective date of this Agreement, and for new employees the payment will start thirty-one (31) days following the date of employment. If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 5.3. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Governmental Employees' Labor Council provided, however, that the Union presents to the Employers' authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union. The amount of an initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Service fees will be deducted by the Employer and transmitted to the Union and prescribed above for the deduction and transmission of Union dues and initiation fees. The Employer shall be held harmless and shall not be liable to the Union or the employees for monies deducted in accordance with the certificate referred to above or for monies once remitted to the Union by first-class mail postage prepaid.

ARTICLE 6

UNION STEWARDS

Section 6.1. Union employees shall be represented by one (1) steward or alternate steward. During periods of absence of the steward, the alternate steward shall represent the employees in the absence of the steward.

Section 6.2. The authority of the steward, or alternate, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the immediate supervisor. The supervisor will grant permission within a reasonable time, after the first hour of the shift, for such steward to leave his work for these purposes subject to overriding working considerations. Stewards will be paid only for time lost from their scheduled hours. The privilege of such steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge.

Section 6.3. The Union will furnish the Employer with the names of its stewards and officers who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

Section 6.4. Bargaining Committee. The Employer agrees to recognize not more than two (2) individuals designated as the Bargaining Committee. The Bargaining Committee members shall be permanent employees in the bargaining unit. The Union shall furnish a list of its designated Bargaining Committee.

Section 6.5. Employee members of the Bargaining Committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would have otherwise worked on a regular work schedule. For the purposes of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the Bargaining Committee member.

ARTICLE 7

SPECIAL CONFERENCES

Section 7.1. Special conferences for important matters will be arranged between the Union and the Employer or his designated representative upon the request of either party.

Section 7.2. Such meetings shall be between representatives of the Union and representatives of the Employer, provided arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Conferences shall be held at mutually agreeable times. Bargaining unit employees who are required to be present shall not lose pay for time lost in such special conferences. This meeting may be attended by a representative of the Local Union. Conferences shall include only the matters on the agenda, except when mutually agreed, other matters may be discussed.

Section 7.3. Unless the parties agree otherwise, when possible, special conferences shall be scheduled within ten (10) days after the request is made, provided that the number of bargaining unit employees present at such meeting shall be limited by the supervisor based upon the need for services to be performed for the public.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1. A grievance is an express violation of a specific article or section of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 8.2. All grievances shall be settled only in accordance with the procedures set forth in this Article.

Section 8.3. All grievances shall be handled in accordance with the following steps:

STEP 1: By conference between the aggrieved employee and the steward with the supervisor, within five (5) working days from when the occurrence giving rise to the grievance occurred. If not settled in this manner, it shall be the responsibility of the aggrieved employee(s) or the Union Steward, in the case of a group grievance, to reduce the grievance to writing on the grievance form provided by the Union and to deliver the written grievance to the Director or his designee within seven (7) working days from when the above-mentioned conference occurred.

STEP 2: After receipt of the written grievance, the Director or his designee shall return to the aggrieved employee(s) and/or the Union a written answer within seven (7) working days.

STEP 3: If the grievance has not been settled in the last step, the Employer or the Union may submit such grievances to arbitration, provided such submission is made within fifteen (15) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. The arbitrator's decision shall be binding on both parties and the cost of any arbitration proceeding under this provision shall be borne

equally between the parties, except each party shall pay the expense of its own witnesses. In cases involving disciplinary action, the grievance shall start at Step 2 of the Grievance Procedure.

Section 8.4. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than seven (7) working days after such has happened. However, the parties may mutually agree to extend the time limits.

Section 8.5. If at any step in the Grievance Procedure the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled by the Employer's last answer.

Section 8.6. Only one (1) grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.

Section 8.7. For purposes of this Article only, working days shall mean Monday through Friday, excluding Saturday, Sunday, and Holidays.

ARTICLE 9

HOURS OF WORK

Section 9.1. The normal work shift shall consist of twelve (12), ten (10), or eight (8) consecutive hours of work, including a meal period. The work shifts will be determined by the Director after considering a majority vote of the Union members. The hours of work may be altered upon mutual agreement between the Employer and the affected Union employee. The Employer and the employee both recognize that due to the responsibilities of the assignment, it is not always possible to take two rest breaks and the one-half hour lunch break at a convenient or set time. However, members are encouraged to take their rest breaks and lunch periods when possible. If an employee's lunch break is interrupted, he or she may have a rest break later in the day to make up the interrupted lunch period. Rest breaks and lunch periods not taken will not accumulate.

Section 9.2. Telecommunicators' hours of work shall consist of eighty (80) hours per pay period.

Section 9.3. Seniority shall be followed in shift preference. Shifts shall be permanent and non-rotating. If conditions require, the Director may temporarily assign an employee to work any shift. A temporary assignment shall be defined as a maximum of fourteen (14) days. Request for shift changes must be for 6 (six) months' minimum duration with 6 (six) months intervals. Upon prior notice to the Director or his designated representative, mutual trades will be allowed where employees are qualified.

Section 9.4. Employees may be required by the Employer to work overtime. However, employees shall not work overtime hours for the purpose of completing paper work

unless they receive prior approval of the Director or, if the Director is unavailable, their immediate supervisor.

Section 9.5. The tentative schedule shall be 3 (three) months in length and shall be posted 30 days prior to the schedule's start.

Section 9.6. Overtime - Time and one-half. Time worked in excess of 80 (eighty) hours per pay period, or on a holiday recognized in this Agreement (in addition to holiday pay therefore), shall be compensated for at the rate of one and one-half times the employee's regular hourly rate of pay, exclusive of shift or premium pay, subject to the compensatory time rules described hereinafter.

Section 9.7. Computation of Overtime. For the purpose of computing overtime, holidays as defined in this Agreement, paid sick leave days, and paid vacation leave days shall be considered as days worked. In any case shall no employees be paid for any time not actually worked.

Section 9.8. Lunch Periods and Rest Periods. When possible, each employee shall be allowed up to a 30 (thirty) minute lunch period daily. When possible, a fifteen (15) minute break period shall be allowed in the morning hours and again during the afternoon.

Section 9.9. Pyramiding. Premium payments shall not be duplicated for the same hours worked.

Section 9.10. Call-In/Report Pay. In the event that an employee is required to report for duty, a meeting or training, or is subpoenaed to court for 9-1-1 matters, he or she shall receive a minimum of two (2) hours straight time pay (unless more than 80 hours in a pay period), provided the employee is off duty or on a pass day.

Section 9.11. The Employer retains the right to schedule reasonable amounts of overtime work.

Section 9.12. The Employer shall attempt to call all employees for voluntary overtime before ordering an employee to work mandatory overtime. The Employer shall not change the schedule of an employee to avoid the payment of overtime unless by mutual agreement between the Employer and the employee. The employee with the least amount of overtime shall be given the first opportunity for vacant voluntary overtime. The employer shall continue to attempt to fill the voluntary overtime vacancy in inverse order of total accumulated voluntary overtime. The employee with the least amount of overtime worked shall be ordered to work mandatory overtime. A new employee shall not work overtime until they have been employed for six (6) months or until put on the overtime call list by the employer. At that time the employee will be placed on the overtime call in list with hours of overtime worked equal to the employee with the most hours. The employer shall keep posted an updated monthly list of total accumulated overtime for the bargaining unit. The overtime list shall be restarted each calendar year.

An employee shall not be ordered to work mandatory overtime if there is an employee willing to work the overtime as long as the employee will not exceed working sixteen (16) hours in a twenty-four (24) hour period. This section does not prohibit the use of supervisory staff from working available overtime hours.

ARTICLE 10

LONGEVITY PAY

Section 10.1. Longevity Pay. It is agreed that all Union members in the active service of the Employer as of December 31 of any year will be entitled to the following rules and schedule of payment:

1. Longevity Pay Schedule-Continuous Service.

Five or more years--\$25/year (maximum payment \$600).

2. Date of Payment.

Longevity payments shall be made on the first pay day in December.

3. Separate Check.

Longevity pay is to be paid with a separate check.

4. Proration.

Any employee eligible for longevity pay who terminates employment, retires, or dies during the duration of this Agreement is entitled to receive longevity pay prorated for each entire month worked prior to the termination, retirement, or death. Such employees or their designated representatives shall receive their longevity payments on the first pay day in December.

ARTICLE 11

VACATIONS

Section 11.1. All Union members are eligible for the following paid vacation schedule upon completion of the following years of continuous service effective after their anniversary date.

40 hours	After 1 year of employment
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80 hours	After 2 thru 5 years of employment
120 hours	After 5 thru 10 years of employment
160 hours	10 years of employment
200 hours	After 15 years of employment

Section 11.2. If a contract holiday falls within an employee's vacation, the day will be counted as a holiday and not a vacation day. Should the holiday fall on a 12 hour day, then 4 hours of vacation or personal time can be used to supplement the rest of the shift. All vacation times are to be arranged with the director of their designee.

Further, if an employee wants to take a lone holiday off, i.e. labor day, then they would be allowed to have the day as a holiday off as long as it does not create overtime. The employee will not have to use vacation for the day unless it is a 12 hour shift and they would have to supplement 4 hours of vacation or personal time.

Multiple requests for the same day off will be granted according to date and time submitted and then seniority.

Section 11.3. Vacation hours which remain unused at the end of a vacation year may be accumulated up to a maximum of eighty (80) hours. Accumulation of vacation time in excess of eighty (80) hours may be allowed at the discretion of the Employer provided that written application is made in advance and approved by the Barry County Central Dispatch Administrative Board. Vacation days earned in different vacation years may not be scheduled back to back except in extraordinary circumstances and only with the approval of the Director.

Section 11.4. Vacation pay shall be computed on the basis of the employee's current rate at the time the vacation is taken. If a regular pay day falls during the employee's vacation and he or she is to be on vacation for one week or longer, he or she will be entitled to receive that check in advance before going on vacation. Deductions from such check(s) shall be the same as if the employee received a paycheck every two weeks. An employee must make a request to the Employer for his check two (2) weeks before leaving, if he desires to receive it in advance.

Section 11.5. All employees are entitled to take their vacation time upon dates approved by the Director. Pay in lieu of vacation is not permitted. Employees must take their allowed vacation or forfeit it, subject to the provisions of Section 11.3, above.

Section 11.6. Vacations will be scheduled by the Employer. Vacation requests will be posted. Seniority will be honored in the case of conflicting requests. The senior employee will have the first opportunity to select his/her vacation. Once that employee has selected their vacation, the next senior employee will make their choice, etc. Each employee shall be allowed to select one (1) continuous vacation period at a time. After all employees have had the opportunity to select a vacation there shall be a second selection request made again in order of seniority. The second selection will be requested from available/unoccupied dates. Employees may schedule other vacation request in less than full day increments. Other vacation requests must be submitted in writing. The Employer shall either approve or deny

vacation requests, in writing, within five (5) days of the request. One continuous vacation period shall be no more than 80 hours unless approved by the director.

Section 11.7. When selecting a vacation period, the employee must have the ability to accumulate a sufficient amount of vacation time to cover the desired vacation period. Vacation leave will not be granted if an employee does not or will not have sufficient accumulated vacation hours to their credit to cover the selected vacation period.

Section 11.8 Summer vacations shall be selected during the month of March each year. A summer vacation season begins May 1 and continues through October 31 of that year.

Section 11.9 Winter vacations shall be selected during the month of September each year. A winter vacation season begins November 1 and continues through April 30 of the following year.

Section 11.10 An employee whose employment terminates will receive vacation pay for all vacation credits earned but unused from the employee's most recent anniversary date together with up to eighty (80) hours of unused vacation time carried over from a prior vacation year.

ARTICLE 12

HOLIDAYS

Section 12.1. All employees will receive the following holidays:

New Year's Day
President's Day
Easter Sunday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
December 24
Christmas Day
December 31

provided that he or she meets all of the following eligibility rules:

He or she has been employed at least three (3) months on the day that the Employer observes the holiday.

Section 12.2. Holidays which fall on Saturdays will be recognized on Saturday. Holidays which fall on Sunday shall be recognized on Sunday.

Section 12.3. If a Union employee is scheduled to work and does work on a recognized holiday, he/she shall receive his regular pay plus an additional half (½) day pay. The employee shall also receive an additional day's pay equal to the hours worked on the holiday. (This is the equivalent of double and one-half (½) time.)

Section 12.4. If a Union employee does not work on a recognized holiday because the holiday falls on a pass day, he/she shall receive pay at the rate of straight time pay for eight (8) hours.

ARTICLE 13

PERSONAL BUSINESS LEAVE TIME

Section 13.1. Employees shall be entitled to thirty-six (36) hours personal business leave hours per calendar year.

Section 13.2. Personal business leave may be taken in segments of one (1) hour or more. If the personal business leave is to be segmented, the time off must be with the approval of the employee's supervisor or the director. Personal business leave will not be granted if it creates overtime.

An employee becomes eligible for personal business leave after he/she has worked a minimum of sixty (60) days.

An employee hired between January 1 and March 31 earns thirty-six (36) hours' personal business leave time. An employee hired between April 1 and June 30 earns twenty-four (24) hours' personal business leave time. An employee hired between July 1 and August 31 earns twelve (12) hour's personal business leave time. An employee hired between September 1 and December 31 earns personal business leave days effective on the following January 1.

ARTICLE 14

SENIORITY

Section 14.1. Seniority shall mean the status attained by continuous employment with Barry County Central Dispatch as a full-time Telecommunicator. Seniority is determined from date of hire on a full-time status. If two or more employees are hired on the same date, seniority shall be determined by the alphabetical order of the employee's last name. Seniority shall entitle an employee those benefits as are expressly provided in this Agreement.

Section 14.2. New employees hired on a full-time basis shall be probationary employees for a period of one (1) year. Probationary employees shall have no seniority during their probationary period and may be terminated or laid off at the discretion of the Employer without recourse to the Grievance procedure, but upon successful completion of the probationary period, their seniority shall date from their date of hire. Probationary employees shall be represented by the Union and shall be subject to the terms of this Agreement, except for matters involving discipline and discharge for reasons other than Union activity. The Employer may extend the probationary period up to ninety (90) days, one time, provided both the employee and Union are notified. The probationary employee will be given written evaluations noting any deficiencies and providing ways to correct said deficiencies.

Section 14.3 New employees having prior experience may be given credit for pay purposes only, which in the judgment of the Director properly reflects said employees' value to the Employer.

Section 14.4. The Employer shall have available on request an up-to-date list of employees in the bargaining unit in order of their most recent date of hire.

Section 14.5. An employee shall lose seniority for the following reasons:

- a. He quits or is discharged.
- b. He has been on layoff or leave of absence for a period of time equal to his seniority or twenty-four (24) months, whichever is shorter.
- c. He is absent from work, including failure to return to work following a leave of absence, vacation or disciplinary layoff for three (3) consecutive working days without a valid excuse.

Section 14.6. The Employer will make promotions within the bargaining unit available to its employees who possess the ability and training for the job under consideration. The promotion will be given to the person who has demonstrated the greatest ability for that position, but when all other factors are equal, the position will be given to the employee with the longest seniority. Promotions are at the discretion of the employer and are not subject to any grievance procedure.

ARTICLE 15

LAYOFF AND RECALL

Section 15.1. The word "layoff" means a reduction in work force due to lack of work or other legitimate causes.

Section 15.2. In the event of a layoff of other employees, seniority shall be of prime concern. Layoffs of employees shall be made by inverse order of their seniority. The last employee hired will be the first to be laid off and the last employee laid off will be the first

employee recalled from a layoff. The determination of order of layoff and recall shall not be arbitrary and capricious.

Section 15.3. In the event of a layoff, employees shall be given reasonable notice of a layoff. An employee on a layoff shall be given four (4) days' notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed in writing and mailed first class to the address last provided to the Employer by the employee. The Employer shall have no responsibility for failure to notify any employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

ARTICLE 16

SICK LEAVE

Section 16.1. Every full-time, regular employee shall be allowed sick leave with pay at the rate of nine (9) days sick leave per calendar year, based on an eight (8) hour day, or seventy-two hours paid sick leave per year. Each such employee shall be credited with nine (9) sick leave days on each January 1. The only exception is when an employee's first active day of employment is after January 1, in which case they are credited with six (6) hours of sick leave each full calendar month worked.

Section 16.2. It is clearly understood that sick days are meant to compensate employees who are off work because of illness. Employees requesting sick days may be requested to present a supporting certificate of a physician at the expense of the employee. The Employer retains the right, at his expense, to have the employee examined by a doctor of the Employer's choice. Employees must provide a certificate from a doctor stating they are excused from work for their own illness if they call in sick three scheduled days of work in a row.

When an employee exhausts all of their sick time, they will be required to provide a supporting certificate from a physician if they are unable to come to work due to a personal or family illness, at the expense of the employee, regardless of the duration. The absence must be approved by the director or it is considered an unexcused absence.

Section 16.3. Each full-time, regular employee with six (6) months or more of service shall be entitled to accumulate and carry forward paid sick leave credits in full not used during the preceding calendar year or to convert said credits into a year-end bonus. The latter privilege is granted primarily as recognition that the Employer benefits by the uninterrupted service of employees. However, all employees are encouraged to accumulate sick leave credits rather than accept cash bonuses.

Section 16.4. Requests for bonus payments shall be given, in writing and signed by the employee, to the Employer no later than December 1 of each calendar year. There shall be only one such bonus payment date each year.

Section 16.5. At the date an employee terminates his/her employment with the Employer or is terminated by the Employer, a supplemental check shall be issued for all sick leave credits unused and carried forward. Unused credits attributable to the year in which employment terminates shall automatically lapse.

Section 16.6. Paid sick leave shall be compensated on the basis of eight (8) hours of the regular rate of the employee as of the date the sick days are used or converted into a year-end or employment termination bonus. Sick leave days which are converted into a year-end or employment termination bonus shall be paid at the rate of sixty-seven percent (67%).

Section 16.7. Notification. An employee taking sick leave shall inform his/her immediate supervisor, on-duty supervisor, or on-duty telecommunicator (if no supervisor or director is available) of the fact and the reason within one hour prior to the start of the employee's work shift. Failure to do so will be considered an unexcused absence and may be cause for denial of pay for the period of absence.

Section 16.8. Sick time may be used in increments of quarter hours for doctor and dentist appointments and when the illness occurs part way through the shift.

ARTICLE 17

OTHER LEAVES OF ABSENCE

Section 17.1. A maximum of 4 (Four) day's funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family. Immediate family shall be interpreted as including: a current spouse, parent or stepparent, parent or stepparent of current spouse, child or stepchild, sister or sister-in-law, brother or brother-in-law, grandparents or grandchild. The Employer is to be notified immediately of a death in the family and the extent of the expected absence. Additional bereavement leave may be granted without pay or from accumulated sick, vacation, or personal time for good cause shown.

An employee excused from work under this section shall receive the amount of wages he/she would have earned by working during straight-time hours on scheduled days of work for which he/she is excused. Time paid will be counted as hours worked for purposes of overtime. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his/her immediate family (as defined in this section). Time off work will be granted only when it is consistent with this purpose.

Section 17.2. The parent of a minor child who requires the care of an adult within the home can utilize up to five (5) days per year of his/her sick time to care for the child. Extensions may be made at the sole discretion of the Employer, but shall be reasonably denied.

Section 17.3. If a non-minor member of the immediate family requires the care of an employee, the employee can utilize his/her sick time, with the approval of the supervisor, for

the care of that person. It is clearly understood, however, that approval of the use of sick time for this purpose shall be in the discretion of the Employer.

Section 17.4. Workers' Compensation. In case of a work-incapacitating illness or injury for which an employee is, or may be, eligible for workers' compensation benefits under the applicable state statutes and regulations, such employees may apply accumulated sick, vacation, personal or compensatory time, in no less than one (1) hour increments, to make up the difference between regular net salary (gross salary less all deductions for federal, state, and local taxes) and his/her workers' compensation benefits.

Section 17.5. Military Service Leave. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes and case law.

Section 17.6. Family and Medical Leave. All Union employees shall abide by the "Barry County" Family and Medical Leave Policy.

Section 17.7. Personal Business Leave. An employee who has been employed by the Employer for at least one (1) year shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reasons of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the Employer. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

Extension of personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but shall not be accumulated.

Section 17.8. Leaves of Absence - General. All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of the leave requested.

The employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employees accrue any vacation or sick leave time. The employee must check with the Employer about maintaining at his/her own expense the employee group life insurance and hospitalization and surgical insurance, during this period. All leaves of absence must be approved by an employee's supervisor and the Director. Employees shall be returned to their former classification and shift upon return from an approved leave of absence, providing their seniority allows, unless otherwise mutually agreed upon. Where the leaves of absence exceed six (6) months, and the employee cannot be returned to his/her previous position, he/she will be returned to a comparable position for which he/she is qualified.

Section 17.9. Jury Duty. An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Employer on those days when the employee actually sits as a member of a jury an amount equal to the difference between the amount of

wages (excluding shift premium) the employee otherwise would have earned by working during straight-time hours for the Employer on that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The Employer's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any calendar year. Additional time may be granted at the discretion of the Employer in unusual situations. In order to receive payment, an employee must give the Employer prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. If an employee is released from jury duty part way through the day, the employee shall then report for work as promptly as possible. Fringe benefits will continue to be earned while employees are on jury duty. This Article applies only to employees who work twenty (20) hours or more per week on a regularly scheduled basis. An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

Section 17.10. Court Time. An employee who is subpoenaed to appear as a witness in court for a matter relating to work for the Employer shall be entitled to the same benefits and subject to the same obligations as an employee who is summoned for jury duty.

ARTICLE 18

WAGES / SHIFT DIFFERENTIAL PREMIUM

Section 18.1. See Schedule A, page 30, for the wage scale.

Section 18.2 - Shift Differential Premium. A .70 cent shift differential premium will be paid for all hours worked between 2:00 P.M. and 6:00 A.M., excluding regularly scheduled day shifts.

Section 18.3 – CTO Premium Certified Communications Training Officers will receive an additional .70 cent per hour premium while actually training a new employee.

ARTICLE 19

HOSPITAL-MEDICAL-DENTAL INSURANCE

Section 19.1. The following table illustrates the BCBS plans that are offered by the employer and the cost to the employee for each plan:

Effective July 1, 2011

	One Person	Two Person	Family
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BCBSM PPO2 90%/10% \$100/\$200 Ded.; \$500/\$1000 \$10/\$40/\$80 Rx Open \$100 ER	Monthly Premium = \$653.72 Employee Share = \$161.16 per month	Monthly Premium = \$1,568.92 Employee Share = \$436.03 per month	Monthly Premium = \$1,961.12 Employee Share = \$606.58 per month
BCBSM Health Savings Plan 2 100%, \$1250/\$2500 \$10/\$40 Rx Closed	Monthly Premium = \$578.43 Employee Share = \$85.87 per month	Monthly Premium = \$1,388.26 Employee Share = \$255.37 per month	Monthly Premium = \$1,735.24 Employee Share = \$380.70 per month
BCN5, HMO \$10 OV 100%, \$10/\$40 Rx Closed Urgent Care \$35 ER \$75	Monthly Premium = \$530.94 Employee Share = \$38.38 per month	Monthly Premium = \$1,221.18 Employee Share = \$88.29 per month	Monthly Premium = \$1,460.11 Employee Share = \$105.57 per month
BCN5, HMO \$30 OV 100%, \$15/\$50 Rx Closed Urgent Care \$35 ER \$75	Monthly Premium = \$492.56 Employee Share = No Cost	Monthly Premium = \$1,132.89 Employee Share = No Cost	Monthly Premium = \$1,354.54 Employee Share = No Cost
BCBSM Health Savings Plan 4 80%, \$3050/\$6150 \$1000/\$2000 % cap \$10/\$40 Rx Closed	Monthly Premium = \$407.01 Employee Share = No Cost	Monthly Premium = \$976.82 Employee Share = No Cost	Monthly Premium = \$1,221.05 Employee Share = No Cost

Any premium increases for plans not offered at “No Cost” by the employer, after the signing of the contract, will be the responsibility of the employee. If any of the current plans become obsolete during the duration of this contract, the employer reserves the right to negotiate health insurance only.

New employees may elect this coverage with the Employer paying 25% of the applicable premium and the employee paying 75%. If the employee opts not to take such coverage, he/she will be eligible for coverage at the end of six (6) month’s employment or at any open enrollment time thereafter. After the employee has been with the Employer for six (6) months, the Employer will pay one hundred percent (100%) of the applicable premium for the employee and his/her dependents. Coverage will begin on the date of hire or on the six-month anniversary date.

Section 19.2. Reimbursement. The Employer agrees to reimburse employees covered by the benefits described in Section 18.1, above, pursuant to the Barry County Medical Reimbursement Plan.

Section 19.3. Cash Payment Option. In lieu of health insurance coverage, employees who have completed six (6) months’ service with the Employer may elect to receive a cash payment of One Hundred Eighty Dollars, \$180.00 Family or One Hundred sixty-one Dollars, \$161.00 Single/ Two-Person per Pay Period.

Section 19.4. Hospitalization for Retirees. Effective for employees hired before May 1, 2011 - An employee who retires at the ages provided in the present Barry County Retirement Plan (age 60 to 65 and vesting in ten (10) years) and his/her present spouse will be continued under the same hospitalization provisions as any working member under the same hospital insurance provisions as outlined in Section 1 of this Article, up to age sixty-five (65).

Effective for employees hired after May 1, 2011 – An employee who retire and is receiving retirement benefits after reaching age 55 shall be eligible to retain their health care coverage from the Employer until age 65 with the Employer paying a monthly contribution as follows:

<u>Employee's Years of Service</u>	<u>Employer Monthly Contribution</u>
20+ years	\$200 per month
15 to 20 years	\$150 per month

It is further agreed and understood that upon an employee reaching the age of 65, or any retired member having reached the age of 65, or upon the death of an employee, or a retired member, the full health insurance coverage outlined in Section 1 and 2 of the Article is canceled; provided, however, that in the event of the death of an employee, either before or after retirement (ages 60 to 65) the surviving spouse or any minor child, shall have the option of maintaining said insurance in accordance with the federal law commonly known as "COBRA."

This benefit is granted for the express purpose of aiding retirees not working in excess of 1,039 hours per a rolling twelve (12) months period who have not reached their sixty-fifth (65th) birthday and therefore are not eligible for Medicare coverage. Statements attesting that a retiree has not worked more than 1,039 hours in the preceding twelve (12) months' period will be required every three (3) months to assure the Employer that the employee is eligible for this benefit. The working restriction shall not apply to retired employees who have reached their sixty-fifth (65th) birthday.

Retirees who work in excess of 1,039 hours in a twelve (12) month period shall be required to exercise one of the following options:

- a) They may remain under the Employer's Self-Funded Health Insurance Plan group coverage provided, however, that they reimburse to the Employer on a monthly basis a sum equal to the premium payment of their Employer's Self-Funded coverage.
- b) Retirees may completely and totally withdraw from the Employer's Self-Funded group coverage. It should be noted that in the event a retiree withdraws from the Employer's Self-Funded group, said retirees will not be permitted to again at a later date reenter the Employer's Self-Funded group coverage.
- c) Supplement to Medicare: Any retired employee at the age of 65, and his or her spouse, may elect to be covered by the County's Complementary Insurance Program (supplement to Medicare) at their own expense.

Section 19.5. The Employer reserves the right to change insurance carriers or to provide a plan of a self-insurance administered by the Employer, provided that equivalent benefits can be provided to the employees.

Section 19.6. The Employer shall maintain a dental/optical insurance account for each employee covered by the contract who does not choose the check payment option. In January of each year of this Agreement, the Employer shall credit to the account of each employee Four Hundred seventy-five Dollars (\$475.00) this amount may be used by the employee for reimbursement of dental and/or optical expenses for the employee and his/her dependants. A request for reimbursement must be made within ninety (90) days after the service was rendered, if possible and must be accompanied by a written statement signed by the dentist, ophthalmologist, optometrist or optician performing the service. Such statements shall specify the service performed and the date of service. The amount credited to an employee's dental/optical account may be accumulated from year to year. Employees to be entitled to dental/optical insurance have to be employed for six (6) months. In lieu of the County administered dental/optical account each employee shall have the option of receiving a check in the amount of \$475.00 in the month of January of each calendar year. This amount may be used by the employee for reimbursement of dental and/or optical expenses for the employee and his/her dependants. Employee(s) who have a balance in their current dental/optical county administered account will continue to be eligible for reimbursement until all their account is depleted. However, any balance remaining in the account upon termination shall be forfeited.

Section 19.7. All employees who have completed six (6) months of service will be covered by a group life insurance policy with accidental death provisions at the Employer's expense equal to the employee's base annual salary, payable to his or her designated beneficiary.

Section 19.8. When an employee retires, the County will furnish \$5,000 of life insurance coverage if the employee wishes such coverage. The County will pay \$5 per month (\$1 per month per \$1,000 of life insurance coverage) and the retiree will pay the difference.

Section 19.9. Income Protection Plan. The Employer shall provide an income protection plan due to non-occupational illness, sickness or injury which totally disables the employee from performing his/her regular employment duties. Employees are entitled to paid disability insurance upon completion of six (6) months' service. Benefits shall be limited as follows:

- A. Benefits to commence on the 8th day of sickness or accident (one week waiting period).
- B. Benefit period to be limited to no more than 52 weeks.
- C. Benefit amount to be sixty-seven percent (67%) of weekly salary.

Any employee shall have the option of using accumulated sick, vacation, or personal time to supplement the accident and sickness benefit up to his/her regular net salary. The

Employer shall continue to pay its share of the cost of life and health insurance premiums for the length of the disability up to a maximum of the month of disability plus four (4) months. Disability which is caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as any other disability under this plan. A prerequisite for reinstatement from a paid disability leave is that the employee presents a written certificate from a licensed physician verifying that the employee is capable of returning to work. The Employer reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

ARTICLE 20

STRIKES AND SLOWDOWNS

Section 20.1. Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes or other refusal to provide full and complete services to the public are illegal and not in the best interests of the public or the Employer, it is agreed that there shall at no time be strikes, slowdowns, tie-up of equipment, walkouts, or other deliberate withholding of services by members of the bargaining unit, either individually or collectively.

Section 20.2. The Union, its officers, employees or agents shall not promote, encourage or advocate a violation of Section 19.1 of this Article.

Section 20.3. Provided that the Union complies with this Section, it shall have no liability for the violation by its members of Section 1 of this Article.

ARTICLE 21

TEMPORARY PART-TIME EMPLOYEES

Section 21.1. Definition. Employees hired expressly on a part-time basis, whether a regular, temporary, or casual, shall be considered part-time employees for purposes of this Agreement. The length of part-time employment shall be determined in advance by the Employer. No part-time employees shall work or be hired while any bargaining unit members on a layoff who is available and qualified to work the scheduled hours.

Section 21.2. Coverage. Part-time employees shall not be covered by or subject to this Agreement.

ARTICLE 22

GENERAL PROVISIONS

Section 22.1. Equipment. The Employer shall not require that an employee operate any unsafe equipment in the line of duty. Employees shall report immediately or at the end of their shift all defects in or damage of equipment. Reports shall be made on forms provided by the Employer and a copy shall be given to the employees.

Section 22.2. Accidents. An employee shall report immediately the occurrence of any accident in which he is involved and the nature and extent of personal injury or property damage. The employee shall provide, in writing, a report of said accident incorporating all information requested by the Employer.

Section 22.3. The Employer will furnish private washroom facilities and locker facilities. The Director shall have access to lockers for a valid stated reason. The employee whose locker is to be opened, and/or the steward, shall have the opportunity to be present at the opening if they are available on the premises, or in the absence of the employee or a steward, in the presence of another bargaining unit member.

Section 22.4. Furnishing of Equipment. The Employer shall furnish and replace, as needed, all required equipment necessary for the performance of the employee's duties.

Section 22.5. Education. An employee required by the Employer to attend any school shall continue to receive his salary during schooling. However, during schooling the employee shall not be entitled to overtime pay. The Employer will provide tuition, reasonable expenses, and required textbooks.

Section 22.6. Service Records. The Employer agrees to keep records of service reflecting the performance of each employee.

Section 22.7. Visits of Union Representatives. With prior notification to the Director, authorized representatives of the Union shall be permitted to make reasonable visits of the operation of the Employer during working hours to talk with stewards of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. Union representatives shall be able to have meetings with the steward and/or alternate steward to discuss grievances, discipline, and discharge or contract language, without loss of pay.

Section 22.8. Rest Periods. Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of an emergency.

Section 22.9. Entire Agreement Clause. This Agreement supersedes and cancels all prior verbal agreements between the Employer and the Union. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 22.10. Personnel Files. Access to personnel files shall be governed by the Bullard-Plawecki Employee Right to Know Act.

Section 22.11. Legal Counsel. The Employer shall provide legal counsel for the defense of an employee needful of such services as a result of acts occurring in the legal performance of their duties and responsibilities, provided the Employer is also a defendant in such action, and further provided that the employee cooperates with the Employer's counsel in the defense of such matter, and further provided the action which prompted the need for legal counsel was not the result of intentional misconduct by the employee.

Section 22.12. Gender. Whenever the male gender is used in this Agreement, the female gender shall be equally presumed and vice versa.

Section 22.13. Bulletin Board. The Employer shall provide bulletin board space which may be used by the Union for posting notices relating to Union affairs. The Union shall have all notices which are to be posted on the bulletin board signed by the Chief Steward or alternate, and provide the Employer with a copy prior to posting. Nothing shall be posted which is defamatory or impairs the operation of the Employer.

Section 22.14. New Policies. A copy of each new written policy or procedure, rule, regulation, or training bulletin shall be given to the chief steward or the alternate steward at least one week before implementation, if possible. All permanent new policies shall be placed in the Policy and Procedure Manual.

Section 22.15. Mileage. When possible, employees shall use one vehicle when conducting the same business. The employer shall pay for one vehicle's mileage from the 911 center to the destination. The employee shall be reimbursed at the officially published standard county mileage rate as of the date the mileage is incurred. Employees may be allowed to drive to training from their home with prior approval of the director provided it is closer to the training location and will not result in additional cost.

Section 22.16. Resignation. Any employee covered hereby who desires to resign must present his/her resignation, in writing, to the director. The resignation must be submitted two weeks, exclusive of earned vacation time; prior to the date it is to be effective.

Section 22.17. Meals. The Employer will reimburse all Union members for meals purchased while on Employer business out of the County or for meals purchased in the County if the meal is part of a seminar, training session or meeting of an organization of which the employee is a member on account of Barry County Central Dispatch employment at the following rates.:

Breakfast	\$8.00
Lunch	\$10.00
Dinner	\$20.00

Receipts for such meals must be presented to the Employer in order to receive reimbursement.

No alcoholic beverages will be reimbursed.

Section 22.18. The Barry County Central Dispatch Personnel Policies are incorporated herein by reference and shall govern the conduct of the parties except where there is a conflict and in that event, the collective bargaining agreement will prevail. The Employer retains the right to change the Personnel Policies provided that advance notice of said change is given to the Union.

Section 22.19. The captions used in this Agreement are for the purpose of identification and are not a substantive part of the Agreement.

Section 22.20. It is agreed by the Employer and the Union that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies and regulations that will ensure such equality of opportunity, consideration, and treatment of all members employed by the Employer in all phases of the employment process.

Section 22.21 Mandatory Staff Meetings: Mandatory Staff Meetings shall be scheduled no less than 30 days in advance of the meeting date.

Section 22.22. Outside Employment. Employees shall not, without prior consent from the Director, engage in any other employment.

ARTICLE 23

DISCIPLINE

Section 23.1. Discipline shall be for just cause. Both the Union and the Employer subscribe to the principles of progressive discipline. Any protest of a disciplinary action must be pursued under the grievance procedure.

Section 23.2. When requested by the employee, an employee shall be entitled to representation by a Union representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employer, or designated representative, where such hearing or meeting may reasonably lead to disciplinary action. The Employer shall notify the employee of the purpose of such hearing or meeting prior to its commencement. If the employee requests the presence of a Union representative, the meeting or hearing will be postponed until the Union representative can be present. If no Union representative is available, another bargaining unit member will be present.

Section 23.3. The Employer shall reduce to writing all charges or alleged violations invoking disciplinary action against an employee. A copy of said charges or allegations shall be presented to the employee and the Union representative.

Section 23.4. If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step Two of the Grievance Procedure no later than ten (10) business days following the date of the disciplinary action. The Union representative may be involved at Step One for all grievances involving a disciplinary lay off.

Section 23.5. If at Step Two, the Employer and the Union are unable to agree upon a disposition of the matter mutually satisfactory to them, the Union may appeal the grievance to arbitration.

Section 23.6. The employee and/or Union representative will be required to acknowledge receipt of a written warning, except that the employee may request that the employee's signature does not mean he/she agrees to the charges or penalties.

Section 23.7. Prior discipline shall not be considered by the Employer for subsequent disciplinary action by the following limitations. Verbal reprimands/warnings that is more than one year old. Written reprimands/warnings more than eighteen (18) month's old. Suspensions shall have no expiration. The Director or his representative shall conduct investigations and implement disciplinary actions in a timely manner.

ARTICLE 24

TUITION REIMBURSEMENT

Section 24.1. Tuition Reimbursement. The purpose is to help provide employees with the opportunity to further their work knowledge. The Employer will provide reimbursement at sixty-five percent (65%) of undergraduate educational expenses. Reimbursement will only be in accordance with the following guidelines.

- A. The employee must be a full-time permanent employee who has successfully completed the probationary period.
- B. The employee may not be on a leave of absence when enrolled in a course.
- C. The employee must still be employed by the Employer at the completion of the course.

Section 24.2. Procedure.

- A. Employees will be reimbursed for tuition expenses at sixty-five percent (65%), provided that funds are in the budget. A grade of C or better has to be attained in a graded course or credit received in a credit/no credit course. All courses must be approved in writing by the

Director in advance of registration for reimbursement to be considered. However, approval for reimbursement should be requested as soon as possible after registration. A Tuition Reimbursement form will be used.

- B. After course completion, the original request is to be submitted to the Director, along with proof of payment of the tuition and a written grade report. The Employer will provide reimbursement only if payment was made by the employee and reimbursement is not available from another source. The Employer will not provide reimbursement if the tuition was covered by scholarship, veteran's benefits, fellowship monies, etc.
- C. The request for reimbursement must be made within ninety (90) days of completion of the course. The Employer will not provide reimbursement if the request is submitted after ninety (90) days.
- D. The Employer will not reimburse for mileage, books, meals, lodging, or other expenses associated with the course work.
- E. Repayment: If the employee leaves the employ of the Employer within one (1) year of the date the employee was reimbursed for the course taken, the employee shall repay the Employer the tuition reimbursement amount. This applies if the termination is voluntary or if for cause.

ARTICLE 25

PENSION

Section 25.1. Employees covered by this agreement hired before May 1, 2011 are subject to the State of Michigan Municipal Employees' Retirement System (MERS) Benefit Program B-4. Three (3) percent of the Benefit Program B-4 will be paid by the employee via payroll deductions. Employees hired after May 1, 2011 are subject to the MERS program B-2 with no employee contribution.

Section 25.2. The Employer shall abide by all the terms and conditions of that program, or a similar retirement plan with the Michigan Municipal Employees' Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

Section 25.3. Employees covered by this agreement are subject to the Municipal Employees' Retirement System of Michigan Benefit Program FAC-3.

Section 25.4. Employees covered by this agreement are subject to the Municipal Employees' Retirement System of Michigan Benefit Program F-55/20 years.

ARTICLE 26

RELIEF SHIFT POSITION

Section 26.1 The Relief Shift Position is to fill in for shift vacancies caused by personal time, vacation time, training, disability leaves, other leaves described in Article 16 of the contract, and those times in the dispatch center which may require a third telecommunicator.

Section 26.2 The Relief Shift Position shall be chosen by seniority. The lowest seniority employee shall be assigned the Relief Shift Position if not chosen by an employee with more seniority. The Relief Shift Position shall be scheduled by the Employer to fit the needs of the Central Dispatch schedule. The Relief Shift Position shall be scheduled no less than seven calendar days in advance, and may be changed by the Employer with a no less than seven calendar days notice. The schedule may be changed with shorter notice upon mutual agreement between that employee and the Employer. The Relief Shift Position schedule may be changed to avoid the payment of overtime pay.

ARTICLE 27

DURATION, TERMINATION, AND MODIFICATION OF THIS AGREEMENT

Section 27.1. This Agreement shall be effective as of its execution and continue in full force and effect until midnight December 31, 2012.

Section 27.2. If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) days prior to the termination date. If neither party shall give notice of termination or withdraw the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year of termination.

Section 27.3. If either party desires to modify, alter, renegotiate, amend or change this Agreement, it shall give written notice of amendment sixty (60) days prior to a termination date or any subsequent termination date in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by agreement or withdrawal at that date. Any amendments that are agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this

Agreement. In the event of the notice referred to above, the parties shall begin to hold negotiations no later than sixty (60) days prior to the termination date.

Section 27.4. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, GOVERNMENTAL EMPLOYEES' LABOR COUNCIL, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083, and if to the Employer, addressed to the DIRECTOR, CENTRAL DISPATCH, 2600 Nashville Road, Hastings, Michigan 49058, or to any other such addresses the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2011.

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

By: _____, **John Stidham, GELC Representative**

By: _____, **Stephanie Lehman, Union President**

By: _____, **Allen Bross, Union Member**

BARRY COUNTY CENTRAL DISPATCH AUTHORITY

By: _____, Chief Jerry Sarver, Board Chair

By: _____, Bill Redman, Board Member

By _____, Craig Stolsonburg, Finance Chair

By _____, Lani Forbes, Personnel Chair

SCHEDULE A

TELECOMMUNICATOR PAY SCALE

<u>Hire</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Effective 4/1/11</u>			
\$14.32/hr \$29,785.60/yr	\$15.57/hr \$32,385.60/yr	\$17.89/hr \$37,211.20/yr	\$18.89/hr \$39,291.20/yr
<u>Effective 1/1/12</u>			
\$14.46/hr \$30,076.80/yr	\$15.73/hr \$32,718.40/yr	\$18.07/hr \$37,585.60/yr	\$19.08/hr \$39,686.40/yr