AGREEMENT

Between

TUSCOLA COUNTY

TUSCOLA COUNTY CENTRAL DISPATCH AUTHORITY

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN ("POAM")

(911 Unit)

Effective: January 1, 2015 through December 31, 2016

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AGREEMENT

THIS AGREEMENT, entered into as of January 1, 2015, by and between TUSCOLA COUNTY (the "County") and the TUSCOLA COUNTY CENTRAL DISPATCH AUTHORITY (the "Authority"), hereinafter collectively referred to as the "Employer" and the POLICE OFFICERS ASSOCIATION OF MICHIGAN ("POAM"), hereinafter referred to as the "Union."

PURPOSE AND INTENT

It is recognized by both parties that the best interests of the Tuscola County Dispatch Authority are of paramount concern and that any labor disputes between the Bargaining Unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment for the term of this Agreement of all the employees of the Employer included in the bargaining unit described below:

> All full-time and regular part-time employees working in E-911 Central Dispatch in the classification of telecommunicator; but excluding the Director, executive employees, supervisors, confidential employees, irregular employees, and all other employees.

Section 1.1. Definitions. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

> Full-Time Employee: A full-time employee is an employee who is working at least forty (40) hours a week on a regular basis in a job classified by the Employer as permanent.
>
> Regular Part-Time Employee: A regular part-time employee is an employee who is working less than forty (40) hours but at least sixteen (16) hours per week on a regular schedule at a job classified by the Employer as permanent.
>
> Irregular Employee: An irregular employee is an individual not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including temporary or casual.

The Employer shall advise the Union at least seven (7) days prior to the effective date of the change in status of any employee.

Section 1.2. Part-Time and Irregular Employees. The Employer reserves the right to hire and utilize regular part-time employees and irregular employees from time to time. Irregular employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of bargaining unit work by irregular employees shall be permitted and shall not constitute a violation of this Agreement, even if it could remove potential overtime opportunities; provided however, that such individuals shall not be hired or utilized so as to cause a full-time or regular part-time employee to be laid off or lose time from their regularly scheduled hours. Regular part-time employees shall not be hired so as to cause a current full time employee to be laid off.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than three (3) employees selected or elected by the Union from employees covered by this Agreement who have seniority. One member of the Collective Bargaining Committee shall be the President of the Union's local association. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer.

Section 2.1. Stewards. The Employer agrees to recognize one (1) Steward, who shall be the Union's local President. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for a Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the Director may release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of Central Dispatch. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

Section 2.2. Alternate Stewards and Collective Bargaining Committee Members. Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected steward or members of the Collective Bargaining Committee and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected steward or members of the Collective Bargaining Committee during the period of replacement.

Section 2.3. Identification of Union Representatives. The Director and the Chairman of the County's Negotiation Committee shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, the Staff Representative of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

Section 2.4. Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference.

Section 2.5. Bargaining and Special Conference Time. Employees may be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of Central Dispatch. Members of the Bargaining Committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations or special conferences; provided, however, that preparation for negotiations and special conferences and meetings with other bargaining unit members shall be conducted outside of working hours, unless authorized by the Director.

Section 2.6. Union Access. Authorized representatives of the Union shall be permitted to visit the operation of Central Dispatch during working hours, provided that such visits shall not be disruptive to the normal operations of Central Dispatch.

UNION SECURITY

Section 3.0. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence upon completion of an employee's first thirty (30) days of employment. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the check-off provisions of this section. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 3.1. Failure to Pay Service Fee. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the

Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.

Section 3.2. Check-off.

(a) During the term of this agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's or service fee obligation, or if applicable, Union membership dues owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.

(d) The Union shall notify the Employer in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.

(e) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.

(f) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Union membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 3.3. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1 and/or 3.2.

Section 3.4. Enforcement. The provisions of this Article will not be enforced unless it is lawful to do so.

MANAGEMENT'S RIGHTS

Section 4.0. Management Rights. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate Central Dispatch in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change, or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of operations and departments to be operated and their locations; to eliminate, combine, or establish new departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to eliminate, establish or combine classifications; to hire personnel; to determine the number of supervisors; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different methods, processes or machines; to use improved methods and equipment and outside assistance (subcontracting) either in or out of Central Dispatch facilities; to establish job descriptions and work standards; to make judgments as to the skill, ability and performance of employees; and in all respects to carry out the ordinary and customary functions of administration of Central Dispatch. All such rights may be exercised by the Employer without prior bargaining or notice to the Union. The Employer shall also have the right to promote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules and other improper employee actions or inactions; to establish and change work schedules; and to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 4.1. Rules and Regulations. The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. All new or revised rules and regulations established by the Employer shall be delivered to the Union's Steward for inspection and review seven (7) calendar days before their establishment or revision. If the Union believes that any rule or regulation is inconsistent with the terms of this Agreement, a grievance may be filed at Step 2 within five (5) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

Section 4.2. Disciplinary Procedures. Disciplinary action shall be for just cause. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify the employee of the specific reasons for the discharge or suspension. The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Steward before being required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge or suspension with the employee and/or the Steward. When imposing discipline on a current charge, the Employer will not normally take into account any prior infractions occurring more than two (2) years previously, unless related to the current charge.

Section 4.3. Subcontracting. Section 4.0 of this Agreement grants the right to the Employer to subcontract work normally performed by bargaining unit employees without bargaining over that decision. The Employer agrees not to subcontract work normally performed by bargaining unit employees that will result in the layoff of any of those employees and for which the Employer has facilities to perform, without first giving the Union written notice of the intent to subcontract and bargaining over that decision. The parties agree that if they have not reached agreement within forty-five (45) calendar days after provision of the written notice of intent to subcontract, they will be presumed to have reached impasse on the subcontracting decision, subject to the right of the Union to challenge the existence of impasse before MERC. If the Employer implements a decision to subcontract it shall still be obligated to bargain over the effects of that decision, but it shall not be required to delay implementation of the subcontracting pending reaching agreement or impasse on the effects of the subcontracting decision.

GRIEVANCE PROCEDURE

Section 5.0. Definition of a Grievance. A grievance shall be defined as a complaint by the Union or an employee covered by this Agreement alleging a violation of a specific provision or provisions of this Agreement as written.

Section 5.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a grievance shall discuss the matter with the Director (or designated representative) within ten (10) working days from the time of the occurrence of the events giving rise to the grievance. In situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint, the employee shall discuss the matter within ten (10) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. If requested by the employee, a Steward may be present. The Director (or designated representative) shall endeavor to give the employee concerned an oral answer to the grievance within five (5) working days of the discussion. Every effort shall be made to settle the grievance in this matter.

Step 2. Written Procedure to Director. If the grievance is not satisfactorily settled in the Step 1 Oral Procedure, the complaint shall be reduced to a written grievance within ten (10) working days of the oral answer and submitted to the Director (or designated representative). The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts

giving rise to the grievance. The preparation of a written grievance shall not interfere with the Department's operations. The Director (or designated representative), the employee, and the Steward may discuss the grievance. The Director (or designated representative) shall place an answer on the written grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the Steward.

Step 3. Written Procedure to Authority. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Director's decision by delivering to the County through the County Controller's office a written request for a meeting concerning the grievance within ten (10) working days following receipt of the Director's written disposition of the grievance. A copy of this written request shall be provided to the Director. Within twenty (20) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. If the meeting cannot be held within the twenty (20) working day period, it shall be scheduled for a date mutually convenient for the parties. The Chairperson of the County's Negotiations Committee, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of this meeting, and return it to the Steward.

Section 5.2. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by delivering a written request to arbitrate to the County through the County Controller's Office with a copy mailed to the Director within twenty (20) working days following the receipt of the Authority's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by delivering a written request to arbitrate to the County through the County Controller's Office with a copy mailed to the Director not later than forty (40) working days following the date the County's written Step 3 disposition was due. If the Union does not request arbitration within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 5.3. Selection of Arbitrator. The parties shall first attempt to mutually select an arbitrator to resolve the dispute. If the parties are unable to mutually agree upon an arbitrator, the Union shall request the Federal Mediation and Conciliation Service to provide a panel of seven arbitrators. The arbitrator shall be selected from this panel by each party alternately striking the name of an arbitrator. The Union shall strike the first name from the first list of arbitrators and the parties shall alternate striking the first name from successive lists. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 5.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no

authority to rule on the discipline, layoff, recall or termination of any probationary employee, or to rule on any grievance considered settled. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement. The Arbitrator shall have no authority to review the propriety of the denial of leave or benefits under the FMLA. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the management's rights clause herein. If the grievance concerns these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance for timeliness is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Section 5.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 5.6. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step within Section 5.1. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Section 5.7. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 5.8. Pay for Processing Grievances. The Steward and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

Section 5.9. Grievance Form. The grievance form shall be prepared by the Union in a form which coincides with the grievance procedure established in this Agreement.

Section 5.10. Discharge Grievances. All grievances concerning discharge shall be initiated at Step 3 of the Grievance Procedure. A written grievance signed by the Steward, a non-employee representative of the Union or the discharged employee shall be filed within five (5) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

Section 5.11. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required, not later than Step 3 of the Grievance Procedure, to elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

WORK STOPPAGES AND ILLEGAL ACTIVITY

Section 6.0. Continued Work Pledge. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committeepersons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at any location.

Section 6.1. Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of Section 6.0 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 6.0 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Section 6.0.

Section 6.2. Further Sanctions. If Section 6.0 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 6.1, to any other legal remedies the Employer may possess, including injunctive relief.

Section 6.3. Affirmative Action. The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited in Section 6.0 by notifying the employees it represents that it disavows such action.

Section 6.4. No Lockout. During the life of this Agreement, the Employer, in consideration for the Continued Work Pledge of the Union and the employees it represents to refrain from the conduct prohibited by Section 6.0, agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

SENIORITY

Section 7.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Authority since the employee's last date of hire. Classification Seniority shall be defined as the length of an employee's continuous service with Central Dispatch within a job classification covered by this agreement. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work in Central Dispatch in a full time or regular part-time position. Seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in order of their application test scores. In the event that there is still a tie, the seniority order shall be determined by the drawing of lots in the presence of the Union representative. The application of seniority and classification seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 7.1. Probationary Period. Employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their active employment. An employee's probationary period may be extended by the period of any leave of absence of 40 consecutive hours or more. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Arbitration Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire. There shall be no seniority or classification seniority among probationary employees. An employee who is rehired after resigning from employment with the Employer after having previously completed a probationary period may be provided with a new probationary period shorter than twelve (12) months at the discretion of the Employer, but the seniority and classification seniority lost by that individual as a result of their resignation will not be restored.

Section 7.2. Seniority List. The Employer shall keep a current seniority list showing each employee's name, employment status, classification and seniority date. A copy of the seniority list shall be provided to the Union on or about January 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Union shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

Section 7.3. Loss of Seniority. An employee's seniority, classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

(a) If the employee resigns, quits, or leaves full time or regular part-time status to become an irregular employee;

(b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure;

(c) If the employee retires;

(d) If the employee is convicted of a felony, Circuit Court misdemeanor, high misdemeanor, or any criminal offense resulting in over ninety (90) days imprisonment;

(e) If the employee is absent without approved leave for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the Employer;

(f) If the employee does not return to work when recalled from layoff as set forth in the Recall Procedure, unless the employee's failure to return is for a reason satisfactory to the Employer;

(g) If the employee fails to return from sick leave, vacation, disciplinary suspension, or any leave of absence on the specific date for his return, unless the employee's failure to return is for a reason satisfactory to the Employer;

(h) If the employee has been on layoff for a period of time equal to his seniority at the time of layoff or eighteen (18) months, whichever is less;

(i) If the employee is on a disability leave for a period of twelve (12) consecutive months or on a worker's compensation leave for a period of twenty-four (24) consecutive months;

(j) If the employee makes an intentional false statement on their employment application or on an application for a leave of absence;

(k) If the employee accepts employment while on a leave of absence, unless approved in advance by the Employer.

Section 7.4. Seniority While on Leave of Absence. The seniority and classification seniority of employees on Employer approved leaves of absence shall continue to accrue during the period of their leave of absence.

Section 7.5. Transfer to Non-Bargaining Unit Position. An employee who is transferred to a full time or regular part-time position within the Employer not covered by this Agreement shall not accumulate additional classification seniority during the time that the employee holds the non-bargaining unit position. An employee who is returned to the bargaining unit by the Employer

after having been transferred to a full time or regular part-time non-bargaining unit position may be placed in any job classification with a current vacancy for which they are qualified. In the event that the Employer returns such a transferred full time or regular part-time an employee to the bargaining unit, the employee's classification seniority shall recommence to accumulate as of the date the employee returns to the bargaining unit.

LAYOFF AND RECALL

Section 8.0. Layoff. When it is determined by the Employer that the work force in a particular job classification is to be reduced, the Employer shall lay off employees in the following order:

(a) The first employee or employees to be laid off shall be irregular employees (if any) in the particular job classification affected by the layoff;

(b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff;

(c) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff by inverse order of classification seniority;

(d) Further layoffs from the particular job classification affected by the layoff shall be accomplished by inverse order of classification seniority;

The Employer shall endeavor to provide at least fourteen (14) calendar days advance notice of the layoff and, if known, the anticipated duration of the layoff.

Section 8.1. Displacement Rights after Layoff. Employees with seniority who are laid off shall be entitled to displace an employee in another lesser or equally paid job classification under the following conditions:

(a) The laid off employee has greater seniority than the employee to be displaced;

(b) The laid off employee presently has the necessary qualification, skill, ability, and experience to perform the work in the other job classification;

(c) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

An employee displaced under this Section shall be indefinitely laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification.

Section 8.2. Recall. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to

perform the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 8.3.

Section 8.3. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

(a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.

(c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer such as needing up to two (2) weeks' notice to another employer.

HOURS OF WORK

Section 9.0. Work Period. The work period shall be a period of seven (7) consecutive days. The normal tours of duty for full-time employees shall consist of forty (40) hours of work in a work period. The Employer may change the work period whenever it determines operating conditions warrant such changes; provided, however, that before such changes are made a special conference will be requested.

Section 9.1 Overtime. The Employer will assign overtime in accordance with the following, provided that errors or omissions in overtime opportunity shall be remedied by offering the employee the choice of the next available shift of equal overtime hours or the equivalent amount of equalization hours to be added to the equalization list, rather than payment of compensation:

(a) The Employer will endeavor to distribute scheduled overtime work equally among employees in each job classification, based upon equalized hours worked during the calendar year. In the event that there are no volunteers for the overtime work, the Employer may offer the assignment to supervisory personnel. If no supervisory personnel desire the assignment, then the individuals scheduled off on that day (not on approved leave or vacation) may be required to work the assignment. If mandatory

assignments are necessary, the Employer will normally require the individual with the least number of equalized hours worked to report for duty. Scheduled overtime is that overtime determined by the Employer with twenty-four (24) hours or more advance notice of when overtime is to be worked.

(b) Unscheduled Overtime to fill in for absenteeism will normally be filled by offering the work to the individual with the least amount of equalized hours worked, but the Employer may extend the shift of employees pending completion of the call-in process.

(c) Every two (2) weeks the Employer shall post a listing of equalized hours the employee was required to be a physical representative of the Employer during the calendar year. The only exclusion to being a physical representative of the Employer is when an employee is granted equalization hours due to a favorable grievance for the employee. When adding a probationary employee or an employee transferring from another equalization classification, the following formula will be used: Divide the sum of all current equalized hours by number of current employees within that classification. That amount will be prorated by the date the employee is being added to equalization list. If employee is being added from January 1 through June 30 they will receive 50% of average hours. If employee is being added from July 1 through December 31 they will receive 75% of average hours.

(d) The Employer will endeavor to provide eight (8) hours time off between scheduled shifts.

(e) If an employee is on an approved forty (40) hour block of requested leave time that employee is not to be considered eligible for call in during the leave period or pass days contiguous to that leave unless the employee specifies to management in writing, that they would like to be considered available on specified days. Employer reserves the right to call employee in when emergency situations arise. Sick time only applies to this paragraph if the time requested continues through that employees pass days. Administrative and Training leaves do not apply to this paragraph.

(f) Regular part-time employees will be equalized within their own classification and all hours worked other than their normally scheduled shifts will be equalized. Regular part time employees will be subject to call-ins on a voluntary basis only. For purposes of call ins, regular part time employees are in a senior classification to irregular part time employees and therefore will be called in before irregular part-time employees.

Section 9.2. Work Schedule. The work schedule and the starting and quitting times of any and all shifts shall be established by the Employer. Work schedules shall be posted at least two (2) weeks in advance whenever possible; provided, however, that the Employer reserves the right to change the work schedule where circumstances require that it be changed. In the event that the posted work schedule is required to be changed, the Employer will endeavor to give at least twenty-four (24) hours advanced notice of such changes. Employees shall bid shift changes based on seniority as per current practice.

Section 9.3. Meal Periods. Employees will be allowed a one-half (1/2) hour meal period with pay each day. During this period, the employee remains on active duty and must take appropriate actions if necessary. This meal period shall be at or near the midpoint of the scheduled shift. The timing of an employee's meal break shall be scheduled so as not to interfere with prompt and efficient service to the Employer and the public.

Section 9.4. Break Periods. The Employer will endeavor to provide the employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. During these periods, the employee remains on active duty and must take appropriate actions if necessary. All break periods will be scheduled so as to not interfere with the prompt and efficient service to the Employer and the public.

Section 9.5. Guaranteed Pass Days. Guaranteed Scheduled Pass Days will be used to preserve days the employee is already scheduled off. They will be given to those employees who can be ordered to work. Four (4) days will be credited to each employee on the first day of every January and July. Days may not be carried over into the next period. Guaranteed Pass Day requests will be handled the same as Personal, Holiday and Vacation requests. These days will be filled after open shifts, training, sick time and seniority bid. Requests will be filled in the order they are received. Employees off on Guaranteed Pass Days will not be considered for call-ins in advance or to fill sick time, except in emergency situations. Employees will submit their requests on a time off request slip, including the date requested and the reason: i.e. *Guaranteed Scheduled Pass Day.* A request that has been approved will be considered spent even if that is the only request for time off on that particular day. A request that is denied can be applied for at another time during that period.

LEAVES OF ABSENCE

Section 10.0. Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Without the prior permission of the Employer, any employee who engages in other employment while on a leave of absence shall be considered to have quit.

Section 10.1. Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests for personal leave shall be in writing, signed by the employee, and given to the Director. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of six (6) consecutive calendar months. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Director.

Section 10.2. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that

the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months or the length of their seniority, whichever is lesser. An employee whose leave ends prior to their being able to return will be considered to be on layoff with rights to return in accordance with Section 8.2. Recall. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

Section 10.3. Workers' Compensation Leave. Upon written application, a leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. An employee whose leave ends prior to their being able to return will be considered to be on layoff with rights to return in accordance with Section 8.2. Recall. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 10.4. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 10.5. Paid Sick Leave. Employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave will be earned at a rate of eight (8) hours for each month of active service with the Employer. For purposes of this section, a full-time employee has a complete month of active service when they work or receive pay for at least one hundred sixty (160) hours during any calendar month. Sick leave shall be paid at the employee's regular hourly rate of pay when the sick leave is taken. Newly hired employees will be advanced twenty-four (24) hours of sick leave as of their date of hire.

(b) Employees may utilize paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated due to illness, injury or other disability; or for the purpose of physician's appointments that cannot be scheduled outside of regular working hours; and in the event of a major illness or accident emergency that requires the employee's presence to care for a spouse or a child residing in the home with the employee. Disability associated with pregnancy, miscarriage, abortion or child birth shall be treated as any other disability. In instances where the paid sick leave is taken because of a serious health condition that makes the employee unable to perform the functions of their job, the leave will be considered to be a family and medical leave.

(c) An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify the Employer of the need to utilize paid sick leave before the start of their scheduled day of work. Employees will be required to sign a statement of request for sick leave. The Employer may require, in addition to the employee's own statement, a physician's certificate showing that the time off was due to actual disability, provided that such a request is reasonable under existing circumstances. Such a request shall not apply to short sick leaves of one or two days, unless such leaves are habitual. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge. In the event that an employee calls in sick on Thanksgiving Day, Christmas Eve Day, Christmas Day, Memorial Day, Labor Day or New Year's Eve, the employee must document that absence with a physician's certificate showing that the time off was due to an actual disability.

(d) At the end of each calendar year, all accrued but unused sick leave hours in excess of two hundred forty (240) hours shall be multiplied by the employee's straight time regular rate of pay as of December 31 of that year, and one half (1/2) of that amount may be placed in the employee's HCSP with MERS or paid out to employee. Employees who voluntarily resign their employment without disciplinary action pending shall be paid for all accrued but unused sick leave hours at twenty-five (25%) of their current regular straight time rate of pay or at the option of the employee placed in the employee's HCSP with MERS. Employees who retire under the Authority's retirement plan and are eligible to immediately collect retirement benefits shall be paid for all accrued but unused sick leave hours at fifty (50%) of their current regular straight time rate of pay or at the option of the employee placed in the employee's HCSP with MERS. The beneficiary of employees who die shall be paid for all accrued but unused sick leave hours at fifty (50%) of the deceased employee's final regular straight time rate of pay.

(e) Paid sick leave may be utilized during periods when an employee is receiving voluntary worker's compensation payments from the Employer to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

Section 10.6. Paid Personal Leave. Full-time employees will be granted twenty (20) hours of paid personal leave each calendar year; provided, however, that employees who have worked for the Employer for at least five (5) years shall receive thirty (30) hours of paid personal leave. Paid personal leaves must be scheduled in advance at a time mutually agreeable to the Employer and the employee. Paid personal leave must be used during the calendar year in which they are granted, and personal leave unused at the end of the calendar year will be forfeited.

Section 10.7. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the court excluding mileage. In order to be eligible to receive jury duty pay from the Employer, an employee must:

(a) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;

(b) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;

(c) Return to work promptly if excused from jury duty service.

Section 10.8. Funeral Leave. An employee shall be granted up to forty (40) consecutive working hours off work to attend the funeral and care for related matters in the event that a death occurs to the employee's spouse or child. An employee shall be granted up to three (3) consecutive working days leave to attend the funeral in the event that a death occurs in other members of the employee's immediate family, one of which must be the day of the funeral. Immediate family shall mean the employee's spouse, parents, grandparents, grandchildren, children (natural, adopted, or step), brothers, sisters, parents-in-law, or dependents living with the employee. One (1) calendar day shall be allowed to attend the funeral of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law or to serve as a pallbearer. An employee who loses work from their regularly scheduled hours shall receive their regular rate for such lost time for the funeral leave.

Section 10.9. Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification.

Section 10.10. Fringe Benefits on Leave of Absence. Fringe benefits shall not accumulate, accrue, or be paid during any unpaid leave of absence, except as expressly provided in this Agreement.

Section 10.11. Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

(a) The birth of a son or daughter, and to care for the newborn child;

(b) The placement with the employee of a son or daughter for adoption or foster care;

(c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and

(d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

For purposes of leaves under subparagraphs (c) and (d) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) **inpatient care** (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) **continuing treatment** by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.

Section 10.12. Union Leave. The Employer may grant an unpaid leave to allow employees selected by the Union or any labor organization with which the Union is affiliated to attend meetings or perform duties related to the Union's operation. An employee requiring such a leave shall advise the Employer at least five (5) days in advance.

VACATIONS

Section 11.0. Vacation Allowance. All full time and regular part-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

Years of Continuous Service	Time Off
Less than three (3) years	84 hrs. (7.00 hr/month)
At least three (3) but less than five (5) years	96 hrs. (8.00 hr/month)
At least five (5) but less than ten (10) years	132 hrs. (11.00 hr/month)
At least ten (10) but less than fifteen (15) years	168 hrs. (14.00 hr/month)
At least fifteen (15) years	180 hrs. (15.00 hr/month)

Vacation leave is credited to eligible employees each month, based upon their years of continuous service as of that date.

Section 11.1. Vacation Eligibility. In order to be eligible for full vacation leave benefits each pay period, a full time employee must have worked a total of at least one hundred sixty (160) hours during the preceding month. Employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to one hundred sixty (160). For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked.

Section 11.2. Anniversary Date. An employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date thereafter in succeeding years. An employee's length of continuous service shall be calculated from the anniversary date, and shall only be broken by a loss of seniority.

Section 11.3. Vacation Scheduling. The Employer shall post a seniority vacation schedule at the closing of every work schedule bid. The dates eligible for bid will start from the first day of the new schedule until the last day of the new schedule. The bid will be open and posted for two (2) weeks starting the day the new work schedule is posted in dispatch. Management will make employees aware the bid is open by memo which shall indicate the number of individuals that may be off on any particular day. After seniority vacation bid is posted for two (2) weeks, the vacation selection process shall be considered complete. Thereafter, vacation requests must be in writing and will be submitted in advance of the period requested. The Director will endeavor to approve all requests, but reserves the right to refuse to allow an employee to take vacation at the time requested if such vacation would interfere with the efficient operation of the Department. The maximum number of hours that an employee may accrue is one hundred (100) hours in excess of the number of hours that the employee accrues on an annual basis.

Section 11.4. Vacation Pay. Vacation pay shall be at the employee's straight time rate in effect at the time the employee takes vacation leave.

Section 11.5. Benefits on Termination. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances:

(a) If an employee retires in accordance with the retirement plan currently in effect.

(b) If an employee resigns from employment and a minimum of fourteen (14) days advanced notice is given to the Employer.

(c) If an employee is laid off and requests payment of vacation pay, provided however that such vacation pay shall be designated to the period of the layoff.

(d) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

Section 11.6. Illness on Vacation. Employees who become incapacitated due to illness, injury or other disability while on vacation shall be permitted to utilize accrued sick leave in lieu of vacation as long as such illness, injury, or disability is verified by a physician's certificate.

HOLIDAYS

Section 12.0. Recognized Holidays. The following days are recognized as holidays for the purpose of this Agreement:

New Year's Day	Labor Day
Martin Luther King Birthday	Veteran's Day
President's Day	Thanksgiving Day
Easter	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day and New Year's Eve

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

Section 12.1. Holiday Pay and Time. Eligible full time employees shall receive ten (10) hours of holiday pay for each recognized holiday. This holiday pay shall be in addition to pay for work on those holidays and will be paid as part of the normal payroll. At the beginning of each year, eligible full time employees may elect to receive forty (40) hours of holiday time in lieu of holiday pay for New Years Day, Martin Luther King Birthday, President's Day and Easter. Newly hired employees will be provided with the option to elect to take ten (10) hours of holiday time in lieu of holiday pay for each of the first four holidays after their date of initial employment. Holiday time that is unused as of December 31 each calendar year shall be multiplied by the employee's straight time regular rate of pay as of December 31 of that year, and that amount shall be paid to the employee or at the option of the employee placed in the employee's HCSP with MERS.

Section 12.2. Holiday Work. Employees shall be paid time and one-half (1½) their regular straight time rate of pay for all hours worked on all holidays. For purposes of this section, employees are paid for all hours of a shift that starts between 12:00 AM and 11:59 PM on the holiday. In the event that an employee is ordered to work on Memorial Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, or New Years Eve that employee will be paid double time.

Section 12.3. Holiday Time Off. A request to take less than a week of vacation, personal time, or holiday time on any approved holiday will be denied if the Employer would be required to order another employee to work on that day.

WAGES AND PREMIUM PAY

Section 13.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees at advanced steps in the wage classification based upon prior work experience in a telecommunication or Central Dispatch position.

Section 13.1. New Classifications. If the Employer establishes a new classification covered by this Agreement, the Union shall be provided at least twenty (20) calendar days prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. If the Union believes the proposed wage rate is inappropriate, the Union shall, within fifteen (15) calendar days after notification of the proposed wage rate, advise the Employer in writing of its intention to request bargaining over this wage rate, and the parties shall thereafter meet to discuss the proposed rate. In the event that the Union does not request bargaining within the fifteen (15) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.

Section 13.2. Overtime Premium Pay. Time and one-half (1½) the employee's regular straight time rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in a one (1) week work period. For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked.

Section 13.3. Call-In and Reporting Pay. Employees called in to work or to appear in court for a job related proceeding at a time other than their regularly scheduled shift shall be paid for two (2) hours at time and one-half (1½) their regular straight time rate of pay or for the time actually worked at the appropriate rate, whichever is greater. The hourly pay guarantee of this section does not apply in instances where the employee is required to report early for their regularly scheduled shift or to perform duties past the scheduled termination of their regularly scheduled shift.

Section 13.4. Shift Premium. An employee whose majority of hours on a scheduled shift occurs between 2:00 p.m. and 10:00 p.m. shall be paid a shift premium of $.20 per hour for all hours of that shift. An employee whose majority of hours on a scheduled shift occurs between 10:00 p.m. and 6:00 a.m. shall be paid a shift premium of $.25 per hour for all hours of that shift.

Section 13.5. Pyramiding. There shall be no pyramiding or duplication of overtime premium hours or pay, or call-in guarantee hours or pay.

Section 13.6. CTO Program. Communication Training Officers will be paid one hour at time and one half (1½) their regular straight time rate of pay for each shift on which they are required to fill out a daily observation report (DOR) on a trainee. The Union recognizes that supervisory personnel are part of the CTO team but that their normal responsibility is to complete weekly DORs on trainees and attend Cadre meetings.

HEALTH CARE/INSURANCE BENEFITS

Section 14.0. Health Care and Dental Plan. The Employer will provide at its cost a group health care and dental plan covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents (Community Blue 4).

The health care plan and dental plan will allow employees to purchase other health care plans by paying 100% through payroll deduction of the difference between the cost of such other health care and dental plans and the health care plan and dental plan provided by the Employer, i.e. Community Blue 4. The descriptions of the health care and dental plans are set forth on Appendix B. The specific terms and conditions of the health care and dental plan are set forth in the master policy.

Regular full-time employees are eligible to participate in the health care plan and dental plan no earlier than the first (1st) day of the premium (plan) month following thirty (30) calendar days of employment with the Employer in a regular full-time position.

The Employer will establish a Flexible Spending Account as soon as possible in 2011 which will have a maximum employee account per annum of $2,500 with such account being created and maintained with reasonableness.

Section 14.1. Obligation to Continue Payments. In the event that an employee eligible for health care/insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any health care/insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid health care/insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. Employees on Employer approved leaves of absence may continue benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of health care/insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay health care/insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury for a period of up to eighteen (18) months, or for a period of up to six (6) months for employees eligible for sickness and accident insurance.

Section 14.2. Term Life Insurance. All full-time employees shall be eligible for $25,000 in term life insurance policy coverage. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the required monthly premium for eligible employees.

Section 14.3. Insurance Carrier. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially equivalent or better. Prior to changing carriers a special conference will be called to discuss the changes.

Section 14.4. Employees Not Needing Health Care Insurance. Employees who have available health care insurance through a plan with their spouse's employer and elect to drop out of the Employer's health care plan shall be eligible to receive $76.92 per bi-weekly pay period in lieu of health and dental care coverage or $46.15 per bi-weekly pay period in lieu of health care coverage. This may be paid to the employee in a separate check each pay period or put into the employee's account under the Employer's deferred income plan. This election shall be made on an annual basis and shall be effective for that full year. In the event that an employee loses coverage under the plan with their spouses' employer, they shall be returned to coverage under the Employer's plan as soon as possible. This payment is not available to employees who are married to a Tuscola County employee and receives coverage under Tuscola County's health care plan.

Section 14.5. Sickness and Accident Insurance. During the term of this Agreement, the Employer shall obtain a group short term disability program for those employees regularly scheduled to work at least thirty (30) hours per week occupying a classification covered by this Agreement. Employees who become disabled and who are otherwise eligible shall receive from the insurance carrier weekly indemnity payments consisting of sixty percent (60%) of their normal gross weekly wages. These benefits shall be payable from the 15th day of disability for a period of up to twenty-four (24) consecutive weeks. The benefits payable under this program are coordinated with compensation paid under other similar programs such as the Social Security Act, worker's compensation, and the County's retirement Plan. The specific terms and conditions governing the short term disability program are set forth in detail in the policy governing the program as issued by the carrier, currently Cigna. The County pays the premium for the employee and includes the cost of that insurance into the employee's W-2 compensation each year.

Section 14.6. Long Term Disability Insurance. During the term of this Agreement, the Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full time and regular part-time employees occupying a classification covered by this Agreement. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty percent (60%) of their normal gross weekly wages up to a maximum of $500.00 per week. These benefits shall be payable from the sixth (6th) month of disability, for a period not to exceed eighteen (18) months for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which

they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act. The County pays the premium for the employee and includes the cost of that insurance into the employee's W-2 compensation each year.

Section 14.7. Vision Care Insurance. The Employer will make available a group insurance program covering certain vision expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance program. The insurance program will provide the coverages set forth on Appendix C. The specific terms and conditions governing the vision care insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. Employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following thirty (30) days of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. During the term of this Agreement, the Employer agrees to pay for single subscriber, two person and family coverage for eligible full-time employees who elect to participate in the group vision insurance plan. Employees electing sponsored dependent and/or family continuation coverage are responsible for payment of the premium costs for this additional coverage. Employees electing to participate in the group insurance plan shall complete the applicable forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

RETIREMENT

Section 15.0. Retirement. During the term of this Agreement, the program of retirement benefits provided for in Plan B-3 with the F55(25) rider of the Municipal Employees Retirement System of Michigan shall be in effect for employees covered by this Agreement. Under this plan, employees contribute four and seven tenths percent (4.70%) of their gross pay to the retirement system.

During the term of this Agreement, the program of retirement benefits provided for in Plan B-2 with full retirement allowed at age sixty (60) years of the Michigan Municipal Retirement System shall be in effect for full-time employees hired on January 1, 2011 and thereafter. Under this plan, such employees contribute six and seven tenths (6.70%) percent of their gross pay to the retirement system.

The specific terms and conditions governing the retirement plans are controlled by the statutes and regulations establishing the Municipal Employees Retirement System of Michigan.

During the term of this Agreement only, the Employer may request to reopen this Agreement by requesting negotiations in writing with the Union on the limited issue of retirement benefits under this Article and Section. In such a case, the parties shall make every attempt to meet at reasonable times and to reach agreement on the open retirement issues. There shall be no reduction of retiree benefits or increase in employee contributions to current employees as a result of the reopener.

Section 15.1. Health Care Saving Program. The County participates in a Health Care Savings Program (HCSP) through the Municipal Employees' Retirement System of Michigan ("MERS") that allows employees access to a tax-deferred program to save for health care needs when they are no longer employed by the County. Under the HCSP, employees make mandatory employee contributions in an amount determined by the Union and certified to the Employer on a calendar basis and there is a mandatory conversion of accrued but unused paid sick leave. Employees may also make voluntary contributions in an amount determined by each employee, with changes in that amount made no more often that on a monthly basis. The specific terms and conditions of the HCSP are controlled by the MERS HSCP Plan Document and the statutes and regulations governing such programs. Contributions and their earnings can only be used to pay qualifying medical expenses for the employee and their dependents, and cannot be withdrawn for any other purpose. Upon the death of an employee, the employee's spouse and/or legal dependents may continue to use the HCSP account for their medical expenses. If the employee and spouse are both deceased and there are no legal dependents, the remainder of the employee's HCSP funds will remain in the HCSP Trust to the credit of the County. The County agrees to distribute the amount of the remaining HSCP funds to the employee's beneficiaries. The County will pay all costs required to establish the HCSP plan, but employees are responsible for the payment of required investment fees and expenses. Disputes regarding the HSCP are subject to resolution under the procedures promulgated by MERS for its HCSP and are not subject to the grievance and arbitration provisions of this Agreement.

MISCELLANEOUS

Section 16.0. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 16.1. Address and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number, and the names and addresses of their dependents. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number or any changes in their dependents' names and addresses as soon as possible after a change has occurred. The Employer shall be entitled to rely upon the names, addresses and telephone number as reflected in the Employer's files for all purposes involving the employee's employment or for communications to the employee's dependents.

Section 16.2. Bulletin Board. The Employer will provide a bulletin board which may be used by the Union for posting notices relating to recreational and social events, elections, results of elections and meetings.

Section 16.3. Uniforms. The Employer has the right to require employees to wear uniforms. In the event that uniforms are required, the Employer shall be responsible to provide the uniforms and their necessary repair and replacement. Employees shall be responsible for the cleaning of uniforms. The Employer shall provide up to $100 per calendar year to each employee for additional work-related clothing.

Section 16.4. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the individual is notified of their acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 16.5. Severability Clause. If any section of the Agreement or any addendum thereto shall be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be ruled invalid by such tribunal, the remainder of the agreement and addenda shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a replacement for the section.

Section 16.6. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement supersede all prior agreements or understandings between such parties and shall govern their entire relationship.

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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically, the Union agrees that it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provisions of Section 4.0 during the term of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by both parties.

Section 16.7. Term of Agreement. This Agreement shall be effective January 1, 2015 and remain in full force and effect through December 31, 2016 at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or withdrawal by the party proposing amendment, modification,

alteration, negotiation or change or any combination thereof. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

Section 16.8. Mailing of Notification. The written notice referred to in Section 16.7 shall be given by mail and, if given by the Employer, shall be addressed to the Police Officers Association of Michigan, 27056 Joy Road, Redford, Michigan 48239, and if given by the Union, the notice shall be addressed to Director, Tuscola County Central Dispatch Authority, 1303 Cleaver Road, Caro, Michigan 48723 or at such other addresses as the parties may designate in writing.

TUSCOLA COUNTY	POLICE OFFICERS ASSOCIATION OF MICHIGAN
Christine Tusch	POAM
	Lorianne Sebert
Sandra Nabers	

APPENDIX A
WAGE RATES
For 1/1/15 through 12/31/15

Employees hired prior to 1/1/2011

	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Telecommunicator	$14.95	$15.46	$16.84	$17.42	$17.74	$18.17

Employees hired 1/1/2011 and thereafter

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Telecommunicator	$14.95	$15.40	$15.85	$16.32	$16.77	$17.23	$17.69	$18.17

WAGE RATES
For 1/1/16 through 12/31/16

Employees hired prior to 1/1/2011

	Start	1 Year	2 Years	3 Years	4 Years	5 Years
Telecommunicator	$15.25	$15.77	$17.18	$17.77	$18.09	$18.53

Employees hired 1/1/2011 and thereafter

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Telecommunicator	$15.25	$15.71	$16.17	$16.65	$17.11	$17.57	$18.04	$18.53

APPENDIX B
HEALTH CARE PLAN

Option A: Community Blue Option 1 with preventative services limited to $500 per calendar year, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

Option B: Community Blue Option 2 with preventative services limited to $500 per calendar year, a $100/$200 deductible, 90/10 co-insurance with $500/$1000 calendar year maximum, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, and the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

Option C: Community Blue Option 3 with preventative services limited to $500 per calendar year, a $250/$500 deductible, 80/20 co-insurance with $1000/$2000 calendar year maximum, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, and the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

Option D: Community Blue Option 4 Base Plan provided at cost of Employer with preventative services limited to $1,000.00 per calendar year, a $500/$1,000 deductible, 80/20 co-insurance with $2,000/$4,000 calendar year maximum, a $20 office visit co-pay, a $100.00 emergency room co-pay, a $20.00 Urgent Care Center co-pay, and the $20 generic/$40 preferred brand name/$60 non-preferred brand name prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs.

Dental Insurance Coverage

The dental insurance provides the following coverages, currently through Blue Cross:

Class I	-	Diagnostic and Preventive (100%)
Class II	-	Restorative, Entodontic and Periodontic (50%)
Class III	-	Extended Prosthodontic (50%)

Benefits are payable up to a maximum of $1000 per member per benefit period

APPENDIX C
VISION CARE COVERAGE

The vision insurance program provides the following benefits, currently through Vision Service Plan:

BENEFITS:

Examination	Once every 24 months
Lenses	Once every 24 months
Frame	Once every 24 months

COPAYMENT:

Examination	$20.00
Materials	$20.00

	Services from a VSP Participating Provider*	Services from a Non-Participating Provider
Examination	Paid-in-Full	Up to $ 35.00
Single Vision Lenses	Paid-in-Full	Up to $ 25.00
Bifocal Lenses	Paid-in-Full	Up to $ 40.00
Trifocal Lenses	Paid-in-Full	Up to $ 55.00
Lenticular Lenses	Paid-in-Full	Up to $ 80.00
Frame	A wide selection of attractive frames is covered in full.**	Up to $ 35.00
Contact Lenses (instead of spectacle lenses and frame)		
Necessary	Paid-in-Full	Up to $210.00
Elective	up to $ 105.00	Up to $105.00

* When an examination and/or materials are received from a VSP participating provider, the patient will have no out-of-pocket expense other than the copayment, unless optional items are selected. Optional items include, but are not limited to, oversize lenses (61 nun or larger), coated lenses, no-line multifocal lenses, treatments for cosmetic reasons or a frame that exceeds the plan allowance.

** VSP's frame benefit fully covers over half of the 20,000 frames currently available. Due to this large selection and the fact that buying habits and tastes differ from one region to the next, frame inventories may vary from office to office. When deciding on a frame, members should ask their doctors which ones are covered in full.

These benefit descriptions are intended as an easy-to-read guide. An official description of benefits is contained in the applicable Vision Service Plan certificate.

TUSCOLA COUNTY

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Letter of Understanding Miscellaneous Matters

1. The County agrees to pay the $25 annual investment fee during 2008, but employees will be responsible for the payment of that annual investment fee in 2009 and thereafter. Employees will also be responsible for payment of the fees applicable to their individual investment accounts.

TUSCOLA COUNTY

Chairperson, Tuscola County Board of Commissioners

Chairperson-Tuscola County Personnel Committee

Director, Tuscola County Central Dispatch

POLICE OFFICERS ASSOCIATION OF MICHIGAN

POAM

Staff Representative

Member -Bargaining Committee

Member-Bargaining Committee

TUSCOLA COUNTY

-and-

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Letter of Understanding Vacation Scheduling

1. Regardless of the current language in the Collective Bargaining Agreement, and in the event the Employer determines that there is an extreme staffing shortage and so must deny requested available time off for vacation, no affected employee shall lose earned vacation time. The employee(s) will be allowed to use such affected vacation time within a ninety (90) day period after the Employer determines that the extreme staffing shortage has ended.

TUSCOLA COUNTY

Chairperson, Tuscola County Board of Commissioners

Chairperson-Tuscola County Personnel Committee

Director, Tuscola County Central Dispatch

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Staff Representative

Member -Bargaining Committee

Member-Bargaining Committee