

ORIGINAL FOR EXECUTION
February 13, 2017

AGREEMENT

between

BAY COUNTY

and

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

AND

BAY COUNTY 911 DISPATCHERS

JANUARY 1, 2017

THROUGH

DECEMBER 31, 2019

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AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2017, by and between the COUNTY OF BAY, hereinafter referred to as the "Employer"; and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL hereinafter referred to as the "Union."

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

PREAMBLE

This Agreement entered into by the County of Bay, hereinafter referred to as the "Employer"; and the Governmental Employees Labor Council, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and shall apply the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or union affiliation or non-affiliation, or disability.

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

ARTICLE 1
RECOGNITION

1.0 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended (Title amended by Act 379 of the Michigan Public Acts of 1965), the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining and respective rates of pay, hours of work, and other specified conditions of employment during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all dispatchers employed by the County of Bay as central dispatchers known as the "911 System," but excluding all other employees.

ARTICLE 2
MANAGEMENT RIGHTS

2.0 RIGHTS OF THE EMPLOYER

The management of the Bay County Central Dispatch and the 911 system when it is established, the determinations of all matters of management policy, the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer or lay off employees, or to reduce or increase the size of the working force; to establish fair rules and regulations or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services it provides; the methods, processes, means, and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance (subcontracting) if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Bay County Central Dispatch and/or the 911 system when it is established.

In accordance with the provisions of Public Employment Relations Act (Act 336 of 1947, §423.215 (7)), the parties recognize that such Act provides for an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575 and that Provisions required by this subsection are prohibited subjects of bargaining under this act.

ARTICLE 3
REPRESENTATION

3.0 REPRESENTATION

The Union shall be represented in all negotiations by a Bargaining Committee of the Union.

3.1 COMMITTEE SIZE

The Employer and Union shall be limited to no more than three (3) members each at any bargaining session, with the understanding that each side may be represented by counsel or may call persons to appear for the purpose of giving pertinent testimony. It is understood, however, that no more than one (1) member of the Union shall be on duty at any bargaining session.

3.2 EMPLOYEE REPRESENTATION

All employees shall have the right to be represented by the Union and/or Chairperson or his or her appointed representative at all disciplinary conferences or procedures. Written notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which results in official entries being added to his or her personnel file.

ARTICLE 4 **UNION BUSINESS**

4.0 UNION LEAVE

A member of the Union called upon to perform services on behalf of the Union may be granted leaves while on bona-fide Union business. Such leave shall be requested by the Union, in writing, and it shall be subject to the approval of the Director of Personnel and the Director of 911. Such leave shall be without pay and shall not exceed five (5) days per unit year.

4.1 BULLETIN BOARD

The Employer agrees to furnish a suitable bulletin board in a convenient place for the posting of Union notices.

4.2 FACILITY UTILIZATION

The Union may schedule and conduct its meetings on Central Dispatch property provided:

- (1) Union gives written notice to the Director/Secretary at least twenty-four (24) hours prior to any meeting;
- (2) It does not disrupt the duties of the employees or the efficient operation of the Department;

- (3) The County incurs no additional cost for said meeting.

4.3 FREEDOM OF INFORMATION

All records, reports, and other official information which the Employer is relying upon to substantiate a pending grievance shall be made available for inspection by the Union upon demand by the Union.

4.4 JOINT MEETINGS

The Employer agrees to meet, upon request, with the Bargaining Committee at a mutually convenient time, to discuss pending grievances and procedures for avoiding further grievances. The Committee may also discuss with the Employer other issues which would improve the relationship between the parties, but discussions shall not be used for continuing contract negotiations.

ARTICLE 5

UNION SECURITY AND DUES CHECK-OFF

5.0 The Employer agrees to deduct Union dues or Union representation fees from any employee who chooses to become a member of the Union by filling out an appropriate dues deduction document. In the event that an employee does so, deductions shall be made from employees' paychecks to become effective the first payday of the month, following the employee's successful completion of thirty (30) days of employment or from the time when such employee joins the union, whichever is later. The Union dues or representation fees shall be sent to the Union's designated officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the union, for those employees joining the Union, which is payable only once when a new hire completes his/her thirty (30) days of employment or after joining the Union, as described above. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of his/her probation or after joining the Union.

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

5.1 The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

- (A) The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- (B) All check-off authorization forms shall be filed with the Personnel Department, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no check-off shall be made until such deficiency is corrected.
- (C) The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- (D) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Personnel Department within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- (E) The Union shall provide at least thirty (30) days' written notice to the Personnel Department of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Personnel Department at least thirty (30) days prior to its implementation.

5.2 HOLD HARMLESS AND INDEMNIFICATION

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 6 **NO STRIKE CLAUSE**

6.0 NO STRIKE CLAUSE

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted

activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge, at the sole discretion of the Director of 911.

ARTICLE 7 PROBATIONARY PERIOD

7.0 PROBATIONARY PERIOD

All new full-time/part-time employees in the unit shall serve a one (1) year probationary period. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, for more than ten (10) scheduled work days, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE 8 SENIORITY

8.0 SENIORITY

Seniority of a new employee shall be commenced after the employee has completed his/her probation period of one (1) year and shall be retroactive to the date of employment. Seniority of employees hired on the same date shall be determined alphabetically according to the employee's last name at the time of hire. If necessary, first and then middle names will also be used.

8.1 SENIORITY LOSS

An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- (1) He/she resigns or retires.
- (2) He/she is dismissed for just cause and that dismissal is not reversed through the grievance procedure.

- (3) He/she is absent for three (3) consecutive working days without notifying his/her Supervisor I or the Director of 911. In proper cases, exceptions shall be made by the Director of 911 or his/her designee. After such absence, the County Executive or his/her designee agrees to send written notification by certified mail, return receipt requested, to the employee at his/her last known address, with a copy to the Chairperson of the Union, that he/she has lost his seniority and his/her employment has been terminated. If the disposition made of such case is not satisfactory, the matter may be referred to the grievance procedure.
- (4) He/she is convicted or pleads guilty or no contest to a felony or misdemeanor which results in served jail time.
- (5) He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.
- (6) Unexcused failure to return from a leave of absence of any kind on a specified date for return (including sick leave), unless the failure to return was due to circumstances beyond the control of the employee. The Director may require verification of the circumstances.
- (7) He/she intentionally falsifies his/her employment application.
- (8) Failure to return to work from layoff as set forth in the recall procedure.

8.2 PUBLISHED SENIORITY LIST

A seniority list shall be furnished to the Union by the Employer each year in January.

8.3 SENIORITY OF CENTRAL DISPATCH EMPLOYEES

The seniority of each of the current Central Dispatch employees shall be carried into and be applicable to the 911 system upon its establishment and commencement.

ARTICLE 9 **PERFORMANCE REVIEW**

9.0 EVALUATION PROCEDURE

Performance appraisals provide a formal means by which the employee's performance is measured against Employer expectations. All non-probationary employees may have a

written review of their work performance by a supervisor annually, or more often if authorized by the Director of 911. Both the employee and the supervisor shall acknowledge this written review by signature. If the employee disagrees with the review, the employee has the option of placing his/her own written comments on the review form. One copy shall be placed in the employee's personnel folder and an additional copy shall be provided for the employee upon request.

ARTICLE 10 DISCIPLINARY PROCEDURE

10.0 DISCIPLINARY REPRESENTATION

No members shall be summoned before the Director of 911 or his/her designee for the purpose of disciplinary action without having a Union representative present, unless the employee waives this right in writing.

10.1 NOTICE

No disciplinary action shall be taken without first affording the involved employee and the Chairperson of the Union or members of the Union's Grievance Committee an informal meeting, unless immediate disciplinary action is warranted.

10.2 APPEAL

In the event the Union concludes that a member has been unjustly punished or dismissed by the Director of 911 or his/her designee, it may, within seven (7) calendar days after receipt of the written judgment of the Director of 911 or his/her designee, appeal such judgment to the grievance procedure at the County Executive or his/her designated representative level. (Step 2).

10.3 MODIFICATION

The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased.

10.4 BENEFIT FORFEITURE

A member suspended without pay may forfeit, in lieu of suspension, an equal number of accumulated annual leave or holidays.

10.5 JUSTIFICATION

No non-probationary employee shall be discharged or otherwise disciplined except for just cause. The claim of any non-probationary employee that he/she has been unjustly discharged or otherwise disciplined may be processed as a grievance.

10.6 TIMELINESS

No disciplinary action shall be commenced after thirty (30) calendar days of the alleged violation by an employee or thirty (30) days of the Director or his/her supervisory designee (who is not in the bargaining unit) becoming aware of the alleged violation unless the employee is notified of the pending investigation or unless such notification and/or time frame would interfere with the investigation.

10.7 TESTING

Any employee may refuse to take a polygraph or lie detector examination.

10.8 CONFIDENTIALITY

Seventy-two (72) hours prior to disclosure of information in an employee's personnel file to a third (3rd) party, not involved with the Employer, the employee involved and the Union Chairperson shall be sent notice.

ARTICLE 11 **PERSONNEL FILE**

11.0 LEGAL RIGHTS

Employees shall have the right to review their personnel files in accordance with the Bullard-Plawecki Employee Right-to-Know Act (MCLA 423.501, et seq.) and to make copies of all documents contained therein at reasonable times and at their own expense.

11.1 EMPLOYEE ACKNOWLEDGMENT

Whenever a letter of reprimand is issued, a copy will be placed in the employee's County personnel folder, in addition to providing said employee with a copy. The employee will be asked to sign or initial the file copy indicating his recognition of its placement in the employee file.

11.2 REPRIMAND RETENTION

Within a two-year period following the insertion of a letter of reprimand, the department shall cause a review to be made and unless, in the opinion of the Director of 911, the matter is of a serious nature and should be retained, the letter shall be removed and a record of it expunged.

ARTICLE 12 **STEWARDS AND ALTERNATE STEWARDS**

12.0 STEWARDS

Union employees on each shift shall be represented by a steward who is a regular employee working on that shift and such steward shall represent them. The Union employees on each shift may also be represented by an alternate steward, who is a regular employee working on that shift, and he shall represent them in the absence of the steward.

12.1 DUTIES

The steward or the alternate in the steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his/her supervisor to do so. The privilege of the steward's leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to proper processing of grievances and will not be abused. Employees abusing such time shall be subject to disciplinary action.

The steward and alternate steward shall be required to record time spent. All such stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

12.2 NOTIFICATION

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

ARTICLE 13
GRIEVANCE PROCEDURE

13.0 OVERVIEW

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of Bay County Central Dispatch and/or 911 system. The parties seek to secure at the earliest level possible equitable solutions to complaints or grievances of members of this bargaining unit. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

13.1 DEFINITION

For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement.

13.2 STEP OUTLINE

The following procedure is to be observed in the settlement of the grievances.

Step 1: Any employee having a grievance shall, within ten (10) calendar days after the occurrence of the circumstances giving rise to the grievance or employee's first knowledge thereof, be reduced to written form setting forth the facts giving rise to the grievance and the section(s) of the contract which have allegedly been violated and the remedy desired; and the grievance shall be submitted to the Director of 911 or his/her designee. The Director of 911 or his/her designee shall, within five (5) calendar days, return his/her answer in writing.

Step 2: Failing to resolve the grievance in Step 1, the Union may, within eight (8) calendar days of receipt of the Director of 911 or his/her designee's disposition, take the matter up with the County Executive or his/her designated representative who shall, within twenty (20) calendar days of receipt of the grievance return his/her answer in writing.

Step 3: Failing to resolve the grievance in Step 2, the Union shall within ten (10) working days of receipt of the County Executive or his/her designated representative's answer, submit the matter to the state mediation service. If the matter is not satisfactorily settled or adjusted in Step 3, either party may submit the matter to arbitration as described in Step 4.

Step 4: If either party is unsatisfied with the answer given in Step 3, either party may, within ten (10) days of receipt of the answer in Step 3, submit the grievance for arbitration with the Federal Mediation and Conciliation Service. The arbitrator shall be selected in accordance with the then applicable rules of the agency selected. The decision of the arbitrator shall be final and binding upon all parties.

13.3 GRIEVANCE TERMINATION

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County, the Director of 911, the employee and the Union.

13.4 TIME LIMITS

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when the time disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall be automatically closed.

13.5 STEP ADVANCEMENT

Grievances may, with the consent of the parties, be commenced at any stage of the grievance procedure, or may, with the consent of the parties, be advanced and processed out of order. Time limits may be waived upon written agreement of the parties.

13.6 COSTS

The cost of the arbitrator shall be shared by both parties equally. All other costs of arbitration shall be borne by the party incurring said costs.

13.7 ARBITRATOR'S POWERS

The arbitrator's powers shall be limited to the application and interpretation of this agreement. The arbitrator shall have no power or authority to amend, alter, modify, add to or subtract from this agreement. The arbitration award shall be final and binding on the Employer, the Union and employees. Any challenge to arbitration shall be limited consistent with applicable law.

13.8 ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract beyond Step 3 (no arbitration). If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 14 **HOURS OF WORK**

14.0 WORK WEEK

Eighty hours shall constitute a regular pay period for unit employees.

14.1 WORK DAY

Work day shall consist of twelve (12) hours. On-duty time shall not exceed sixteen (16) hours in any twenty-four (24) hour period.

14.2 LEAVE DAYS

Normally, leave days shall mean two (2) consecutive days.

14.3 WORK SCHEDULE

New work schedules shall be posted by the Director of 911 or his/her designee ten (10) days in advance of the starting date of the work schedule. Individual changes on an existing work schedule may be made for cause when 48 hours notice is provided, except for dispatchers assigned to the relief shift for whom 48 hours notice is not required. Dispatchers assigned to the relief shift shall in most cases receive 48 hours notice of a change in an existing schedule.

14.4 DAYLIGHT SAVINGS TIME

It shall be understood that when it is necessary to adjust clocks to accommodate eastern standard, or daylight savings time, one (1) shift shall work thirteen (13) hours and one shift shall work eleven (11) hours. This occurs twice per year for one shift.

14.5 RELIEF DISPATCHERS

Dispatchers assigned to the relief shift shall, at the direction of the Director or his/her designee be subject to changes in their normal shift. In most cases a minimum of 16 hours should pass from the end of the shift last worked to the beginning of the shift being relieved unless the relief dispatcher has taken advantage of offered overtime during this time period in accordance with the overtime equalization process.

14.6 LETTER OF UNDERSTANDING 12 HOUR SHIFTS

The Letter of Understanding "12 hour shifts" recognizes the current practice of 12 hour shifts in the Bay County 911 Central Dispatch Operation, and memorializes operational and pay rules to which both parties subscribe. This Letter of Understanding supersedes all previous agreements, practices, and terms in this or any other agreement which contradict the provisions of this Letter of Understanding.

ARTICLE 15 **VACANCIES AND ASSIGNMENTS**

15.0 FILLING OF VACANCIES

Vacancies in a higher paid classification shall be posted and assignment made to the most qualified applicant, except that when qualifications are equal, seniority shall be the determining factor. Violation of the above is subject to the grievance procedure.

15.1 SHIFT/VACATION SELECTION

Shift assignments and choice of vacation (all other qualifications being equal) shall be on a seniority basis. Supervisor shift assignments shall be on a seniority basis according to date of full-time supervisory promotion.

15.2 SHIFT PREFERENCE

All seniority employees shall be entitled to shift preference selection. Shift changes shall be allowed twice per year; January 1st and July 1st, based on seniority.

If an employee desires a shift change, it is mandatory that a letter to that effect be submitted one (1) month in advance or by December 1st and May 1st of any given year.

All transfers are to be subject to the Director of 911 or his/her designee's approval. Approval will not be unreasonably withheld.

15.3 RELIEF DISPATCHERS

This position is to be treated as a shift and subject to all sections and subsections of Article 15 except as noted hereunder. In addition, dispatchers holding this position shall, at the direction of the director or his/her designee, be subject to changes in their normal shift. These changes will be for the purpose of filling in during the absence of another dispatcher caused by illness, vacations or training demands. Such changes shall require timely notification to the dispatchers holding this position as follows:

1. The affected relief dispatcher should receive 48 hours notification of a change in his/her schedule.
2. In most cases, a minimum of 16 hours should pass from the end of the last shift scheduled to be worked to the beginning of the shift being relieved. This 16 hour separation between shifts would not be expected in the event the relief dispatcher is offered overtime during this time period and works the overtime in accordance with the overtime equalization program now in place. A relief dispatcher may request a waiver of this 16 hour separation between shifts if he/she determines it is to his/her benefit to do so.
3. In most cases the use of relief dispatchers will be rotated between those assigned to this duty. This provision may be waived due to hardship if agreed to by the parties involved.

The above notification is to give the affected dispatcher the opportunity to obtain rest needed to properly perform duty on the shift being relieved.

ARTICLE 16
OVERTIME/COURT TIME/CALL BACK

16.0 OVERTIME

Time and one-half shall be paid for all hours worked over eight (8) hours per day or forty (40) hours per week. Pyramiding of hours, however, shall not be allowed. Scheduled overtime shall be offered first to the qualified employee who has the lowest overtime hours. Ordered overtime shall be offered first to the qualified employee who has the highest overtime hours. For purposes of computing overtime, holidays, vacation days, funeral leave, and sick time designated in this contract shall be considered as days worked, provided these days fall within the regular scheduled work week.

16.1 COURT TIME

Any employee called back from off duty for an appearance in circuit, district, or probate court, or for an appearance at the Secretary of State's Office, or any other legal proceeding, shall be paid at the rate of time and one-half with a minimum of two (2) hours being authorized.

16.11 STANDBY/COURT

Any employee required to be on standby for Court testimony shall be paid at the rate of one (1) hour regular pay for a.m. sessions and one (1) hour regular pay for p.m. sessions.

16.12 STANDBY/DEPARTMENT ASSIGNMENT

Employees on standby for department assignment shall be paid one (1) hour of regular pay for every four (4) hours of standby time.

16.2 CALL BACK

Call back shall mean hours worked by an employee when called in during his/her off duty hours. A call in shall be for no less than two (2) hours and shall be paid at overtime rate.

16.3 SHIFT MODIFICATION

An employee's day may be extended if the employee is called in before his/her normal start time, or extends his/her shift beyond the normal quitting time. All such hours shall be subject to overtime provision.

ARTICLE 17
LAYOFF AND RECALL

17.0 LAYOFF

Layoff of unit employees shall be by unit seniority in the affected classification. The following order shall be observed provided that the employees who remain are capable of performing unit work:

- (A) Temporary employees.
- (B) Probationary employees.
- (C) Remaining seniority employees affected shall then be laid off in inverse order of their seniority.

17.1 RECALL

The order of recall shall be by seniority and in inverse order of layoff.

- (A) Notice of recall shall be by certified or registered mail, telegram, or hand delivered to the employee's last known address as shown on the Employer's records. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of intent to return to work within three (3) consecutive calendar days of receipt of the notice, and shall return within seven (7) calendar days or his/her employment shall be terminated.
- (B) In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon laid-off employees either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee shall be given a temporary assignment, not to exceed seven (7) days, and the permanent assignment will be made as outlined.

17.2 RECALL OBLIGATION

A laid-off seniority employee, if recalled to a job similar in work content and identical or higher in rate of pay to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

17.3 LAYOFF NOTICE

The Employer agrees to give thirty (30) days' notice to any seniority employee and the Union of any proposed layoff.

ARTICLE 18 **EQUALIZED OVERTIME PROVISION**

18.0 DEFINITION

The Employer and the Union mutually agree on the principle that overtime work shall be distributed as equally as possible among the eligible employees within their classification. An eligible employee shall be considered as one who can satisfactorily perform the job assigned and whose normal assignment is within the classification. Scheduled overtime, excluding court time, shall be offered first to the qualified employee who has the lowest overtime hours. Ordered overtime shall be offered first to the qualified employee who has the highest overtime hours. Any overtime worked outside of regular classification will be counted as overtime worked within regular classification.

18.1 NOTICE

The Director of 911 or his/her designee agrees to instruct the shift supervisors to adhere to the following procedures and establish and keep an up-to-date overtime register.

18.2 ELIGIBILITY

This overtime register shall record all members of the bargaining unit by seniority and include probationary personnel who have completed training and have received their shift assignment. Only the Director or an authorized Shift Supervisor I shall make additions or deletions in the register. Notwithstanding the above, the Director of Central Dispatch may order any probationary employee to work overtime provided that seniority employees have refused the overtime.

18.3 RECORDED HOURS

The register shall record all overtime worked excluding court time, but including every time someone is requested to work overtime but refuses. This time shall be marked as "refused" (R).

18.4 ANNUAL ZERO OUT

On January first of each year, each employee listed will begin with zero hours. At the first overtime situation, the list shall be called, beginning at the top of the list, until required personnel are identified. Employees working overtime shall be credited for overtime worked. Those contacted and refusing shall be marked as refused.

18.5 OVERTIME ASSIGNMENT

Whenever a situation arises where more employees are required than agree to work, the employee with the least amount of recorded overtime qualified to fill the position shall be ordered to work.

18.6 PREMIUM OVERTIME ASSIGNMENT

Anything herein to the contrary notwithstanding, whenever overtime is available which qualifies for pay in excess of time and one-half, then in that event, the dispatcher with the most overtime hours worked shall be called first, and then down the list from dispatchers working the most overtime hours down to the least worked overtime hours without regard to seniority.

18.7 SHIFT EXTENSION

When the need to fill overtime hours becomes known with less than two (2) hours' notice, these hours will be filled by polling on-duty personnel in order of overtime schedule. When all refuse, the qualified employee on-duty with the least amount of recorded overtime shall be ordered to fulfill the duties. Employees shall have the choice of working remaining hours or until the next supervisor fills the remaining hours.

18.8 SCHEDULE REVIEW

All overtime hours worked shall be logged on the overtime schedule which will be made available to all employees and the Union.

18.9 PROBLEM RESOLUTION

Any question arising under the provisions of this section shall first be referred to the Union and the Director of 911 or his/her designee. If settlement is not reached, a conference with the Director of 911 or his/her designee will be arranged. If this conference fails to resolve the issue and after a second claimed violation, a conference will be set with the County Executive or his/her designee in an attempt to settle the matter. If a satisfactory resolution is

not reached following a third claimed violation, the matter shall be filed at Step 4 of the Grievance Procedure.

18.10 ROSTER PLACEMENT

After a seniority employee re-enters the bargaining unit, or a probationary employee completes training and has received his or her shift assignment, the employee shall be placed on the overtime equalization list and will be assigned the average amount of overtime according to their A or B team shift assignment.

18.11 OVERTIME VS. VACATION

Overtime shall not be scheduled for an employee while on authorized vacation unless such employee in writing to the Director of 911 or his/her designee indicates his/her availability. Any employee on vacation who indicates his/her availability for overtime shall only be called after the entire list of employees not on vacation have been called.

18.12 EXCUSED FROM OVERTIME

An employee who is excused from work due to illness, leave of absence, or other paid leave, shall not be eligible for overtime work until that employee returns to work following such absence and completes at least one eight-hour shift.

18.13 REQUIRED OVERTIME

The Director of 911 or his/her designee may require employees to work overtime, provided, however, employees shall be excused from overtime by the Director of 911 or his/her designee when requiring an employee to work overtime would result in severe or inequitable hardship to the employee or where a qualified volunteer replacement can be secured.

18.14 REFUSAL

Repeated unexcused refusal of overtime by any employee may subject such employee to reprimand.

18.15 OVERTIME VS. DISABILITY

If an employee does not consider himself/herself physically, mentally, or otherwise able to accept overtime, he/she shall submit proof of such disability to the Director of 911 or his/her designee. If the Director of 911 or his/her designee agrees that said employee is not able to accept overtime, he/she shall be taken off the overtime list. The Director of 911 or

his/her designee may at his/her discretion periodically review said employee's disability. The Director may require additional proof of the disability. Whenever the Director of 911 or his/her designee determines the disability has been removed, said employee will be placed back on the overtime list and will be assigned the average amount of recorded overtime hours upon employee reentry.

ARTICLE 19 **VACATION**

19.0 ELIGIBILITY

Each employee shall accumulate twelve (12) paid vacation days in the first full year of employment. Beginning with the employee's second full employment year, one (1) additional day per year shall be added until the employee has a maximum accumulation of twenty-two (22) vacation days.

19.1 BENEFIT LOSS

All vacation and/or pay for vacation will be waived in the event of discharge for good cause during the probation period only.

19.2 HOLIDAY VS. VACATION

Recognized County holidays falling within the vacation period are not considered vacation days.

19.3 SCHEDULING

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, vacation schedules shall be posted twice a year thirty (30) days prior to the dates of January 1 and July 1. Vacation requests selected during this period of time shall be approved on a strict seniority basis. After January 1 and July 1, all employees who have failed to select their vacation time will take whatever time is available and shall be approved by date of application. The Director of 911 will notify employees of approval of vacation periods in a timely manner. The Director shall grant vacation requests in accordance with this Article unless the granting of the vacation requests would unduly disrupt the operation of the department. Request for taking of vacation time in increments of one (1) hour shall be granted provided it does not cause overtime to the Bay County Central Dispatch.

19.4 ACCUMULATION

Employees may, at their option, accumulate vacation up to and including thirty (30) days provided that all employees must take at least six (6) vacation days each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

19.5 REIMBURSEMENT

No employee shall lose any accumulated vacation. Vacation over thirty (30) days shall be reimbursed by the County, in full, at the end of the year.

ARTICLE 20
HOLIDAYS

20.0 HOLIDAYS

Effective January 1, 1988, the County agrees the following holidays shall be paid:

New Year's Day	Thanksgiving Day
Memorial Day*	Friday following Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	

* Memorial Day shall be celebrated on Monday.

20.1 HOLIDAY PAY

Each full-time employee shall be paid for the above holidays at his/her regular straight-time rate of pay.

20.2 PERSONAL HOLIDAY

Effective January 1, 1990, each member of the bargaining unit shall be entitled to four (4) personal holidays. Request for taking of a personal holiday shall be given to the Director of 911 or his/her designee at least eight (8) hours prior to the taking of the personal holiday, if at all possible. The Director of 911 or his/her designee shall grant the request unless in the opinion of the Director of 911 or his/her designee it would materially affect the operation of the Department.

20.3 PAY CALCULATIONS

Any employee working a regularly-scheduled shift in which four (4) hours or more falls within the twenty-four (24) hours of a holiday designated in Section 20.0 shall be compensated as though the entire eight (8) hours have been worked on the holiday. Any time less than four (4) hours within the above referenced twenty-four (24) hour period shall be paid at non-holiday rates.

20.4 HOLIDAY PAY ELIGIBILITY

An employee who does not work on a holiday will be paid eight (8) hours at his/her straight-time base rate provided, however, that the employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

20.5 PAY RATES

An employee who works on any of the holidays designated herein will receive eight (8) hours of pay at his/her straight-time base rate, plus:

- (A) Time and one-half for all hours worked which fall within his/her regularly scheduled hours of work for that day.
- (B) Double and one-half for all hours worked which are before or after his/her regularly scheduled hours for that day.

20.6 SCHEDULE ADJUSTMENT

Whenever a holiday falls on an employee's regularly scheduled work day, said employee shall work the holiday. Said employee, however, shall have the right to trade shifts with another employee with the approval of the Director of 911 or his/her designee.

20.7 ACTUAL HOLIDAY

Holidays are to be celebrated on the actual holiday, with the exception of Memorial Day. (Section 20.0).

ARTICLE 21
LEAVES

21.0 SICK LEAVE

21.01 ACCRUAL

An employee shall accrue sick leave on the basis of one (1) day for each month of service up to ninety (90) days of unused leave. For purposes of interpreting this section, a month of service will be allowed for any month in which at least eleven (11) days are worked. For each sick day accrued over ninety (90) as of December 31 of each year, the employee shall be credited for one-half day vacation on or after the following January 1. On September 15, 1989 any employee who has accumulated in excess of ninety (90) days shall have their accumulation frozen and subsequently shall be credited for one-half day vacation for each full sick day over ninety (90) days accrued during a calendar year.

Any employee having more than ninety (90) days of accrued sick leave who, by use of that accrued sick leave, drops below ninety (90) days, may not thereafter accrue more than ninety (90) days.

21.02 PROOF OF ILLNESS

It is intended that sick leave shall only be used for bona fide illnesses and disabilities. If the Employer has reasonable cause to believe that an employee is abusing sick time, the Employer may require an employee to provide medical verification from a physician that the employee was ill or disabled. Falsification of such medical verification shall subject the employee to discipline by the Director of 911, up to and including discharge.

21.03 SICK PAY

The Employer will pay one-half of the employee's accumulated sick leave upon occurrence of any of the following:

- (1) Any employee who is eligible for retirement and retires from County service and is entered on the retirement or pension roll of the County or any employee who leaves the County's employ having attained the age of sixty (60) years, shall be paid for one-half of his or her unused sick leave at the time of departure. The estate of an employee who dies while employed by the County shall, upon the death of the employee, be paid for one-half of his or her unused sick leave on record at the time of death.

- (2) Any employee who resigns the employ of the County after eight (8) years of continuous service with ten (10) working days' notice shall receive one-half of all accumulated sick-leave days up to the maximum accumulation of ninety (90) days i.e. forty-five (45) days total payout (unless, pursuant to 21.01 above, the employee has more than ninety (90) days, in which case he/she shall receive one-half of that greater amount).
- (3) In the event an employee should accrue more than ninety (90) days of sick leave at the end of any calendar year, he/she shall be granted one-half of this excess sick leave accumulation to his or her vacation time available in the following year.

21.04 IMMEDIATE FAMILY

Up to three (3) days of accumulated sick leave per year may be used for serious illness of the employee's spouse, parent and/or child.

21.1 FUNERAL LEAVE

21.11 THREE-DAY LEAVE

In the event of death in the employee's immediate family, i.e., spouse, parent, grandparent, parent of a current spouse, child, brother or sister, or grandchildren, the employee on request will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he/she attends the funeral.

21.12 COMPENSATION

An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he/she would have earned by working during straight-time hours on such scheduled days of work for which he/she was excused.

21.13 MULTIPLE TRAGEDY

In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, no more than three (3) normally scheduled work days shall be excused with pay.

21.14 ONE-DAY LEAVE

In the event of death of an employee's daughter-in-law, son-in-law, grandparents-in-law, grandchildren, grandchildren-in-law, brother or sister of a current or deceased spouse, step-father, step-mother or step-child(ren) one (1) day paid leave will be allowed.

21.15 BENEFITS

Other benefits shall continue to accrue and be paid as provided in this Agreement while an employee is on funeral leave.

21.16 EXTENSION

Additional paid time may be granted in extenuating circumstances at the discretion of the Director of 911 or his/her designee.

21.2 PERSONAL LEAVE

Upon written request, an employee may be granted a leave of absence by the Director of 911 and the Personnel Director without pay or benefits, not to exceed one (1) year in duration.

(A) BENEFIT FREEZE

All accrued benefits frozen at the time of said leave, except vacation which shall be utilized prior to being placed on unpaid leave, shall be available upon return. Any employee on such unpaid leave may, at his/her option, continue the medical insurance program at the employee's expense.

(B) SERIOUS ILLNESS

In the case of unpaid leave of absence for serious illness, upon written confirmation of a serious illness by the attending physician and/or county physician, hospitalization and insurance payments shall be continued for a period of one (1) year (or longer if approved by the Bay County Executive or his/her designee after consultation with the Director of 911 or his/her designee) for the employee and medically eligible dependents, provided all insurance requirements are met. When this coverage is in effect, seniority will accrue to the involved employee.

21.3 MILITARY LEAVE

The County shall observe provisions of the Federal Regulations regarding reemployment rights and leaves of absence in accordance with the Military Selective Services Act of 1957, as amended.

21.4 JURY DUTY

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one (1) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request. For Afternoon and Midnight Shift: Employees shall have eight (8) hours off before they have to report to jury duty, if scheduled to work the midnight shift. Employees shall have three (3) hours off after they leave jury duty before they report back to work, if scheduled to work the afternoon shift. Such shift employees will receive their normal pay.

21.5 LEAVES/SENIORITY

Seniority shall not accrue during any unpaid leave of absence except as provided in Section 21.2(B).

21.6 POLITICAL LEAVE

An employee elected or selected for a full-time public office shall, upon prior written application, be granted a leave of absence without pay or benefits for up to four (4) years while in office. Any employee who is elected to an office less than full-time is free to do so, but the elected office must not interfere with County employment. An employee returning from such political leave shall only be eligible to return to a vacant position to which he/she has the present ability and qualifications.

21.7 LEAVE TERMINATION

At the termination of a sick leave of absence, the employee will be returned to work, and if possible, at the same or similar job held immediately prior to the leave. If such job is not available, the employee will be offered such job as may be available for which he/she is duly qualified. The parties agree that there may not be an available position for that employee, such as, but not limited to, due to another labor contract, lack of qualifications, etc. In the event no job is available, said leave will be extended until the Employer has a position to offer

for which the employee is qualified. Seniority shall be part of the determination of job availability.

21.8 MATERNITY LEAVE

A maternity leave will be granted in accordance with federal and state regulations and will be treated under the provisions of 21.2(B).

21.9 FAMILY AND MEDICAL LEAVE ACT

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

ARTICLE 22 **ALLOWANCES**

22.0 TUITION REIMBURSEMENT

The County agrees that bargaining unit members shall be paid in advance from departmental budget for actual tuition costs and academic expenses such as lab fees, while participating in eligible studies at accredited colleges and/or universities and subject to the following criteria:

- (A) The employee has received written approval from the Director of 911 or his/her designee and the Director of Personnel prior to registration for the course.
- (B) The employee must receive a grade of C or better and credit for the course if credit is offered.
- (C) Receipts - employee claiming reimbursement must prove actual payment sought to be reimbursed by furnishing specific receipts.
- (D) Class Criteria - to be reimbursable, the courses must relate to the work of the employee and that such course is part of a recognized degree granting and/or awarding curriculum.
- (E) Failure to complete or receive a grade of C or better upon completion of the course shall require the employee to reimburse the Employer for all expenses

paid by the Employer, which reimbursement, at the option of the Employer, may be through payroll deduction.

22.1 INSERVICE EDUCATION

The Employer shall pay the tuition and related necessary expenses and provide adequate transportation or mileage reimbursement for attendance at any educational or training courses which the Employer may require that one or more employees attend. Transportation or mileage shall only be provided if such course is not on the Employer's premises.

ARTICLE 23 **WAGES**

23.0 WAGES

The wages for all employees are listed in the County's Wage and Salary Program according to the attached wage schedule.

Employees on the rolls effective January 1, 2017, shall be paid a lump sum payment of 1% of their gross wages for calendar year 2016, to be paid at the end of the third quarter in 2017.

Employees on the rolls effective January 1, 2018, shall be paid a lump sum payment of 1% of their gross wages for calendar year 2017, to be paid at the end of the third quarter in 2018.

Employees on the rolls effective January 1, 2019, shall be paid a lump sum payment of 1% of their gross wages for calendar year 2018, to be paid at the end of the third quarter in 2019.

23.1 LONGEVITY

A longevity payment of One Hundred Fifty and No/100 (\$150.00) Dollars shall be paid annually to all members of the bargaining unit who have attained five (5) years of service (including any probationary period) in the first pay period following the anniversary of the effective date of hire. Any employee who is qualified to receive longevity pay who dies or leaves the service of the Employer for any reason, other than discharge for cause, during the year shall receive a pro-rata longevity payment. Employees hired after September 28, 1988, shall not be eligible for longevity pay.

The longevity check shall be paid in a separate check from the earnings check.

23.2 SHIFT DIFFERENTIAL

Shift differential shall be paid to all employees working afternoons and midnights at the following schedule:

Afternoons	20¢ per hour
Midnights	25¢ per hour

Relief Dispatch - Shall be paid the shift differential rate for the hours actually being worked. For that portion on the AFTERNOON shift, the differential will be that paid for the afternoon shift. For that portion on the MIDNIGHT shift, the differential will be that paid for the midnight shift.

23.3 TRAINING PREMIUM

Dispatchers that are assigned to train another dispatcher shall be compensated a premium of \$1.00 per hour when actually training another.

ARTICLE 24 **BENEFITS**

24.0 LIFE INSURANCE

The Employer will provide a Twenty Thousand and No/100 (\$20,000.00) Dollars double indemnity life insurance policy for each employee, provided that the employee is able to meet insurance company requirements.

24.1 MEDICAL/HOSPITALIZATION INSURANCE

24.11 COVERAGE

The COUNTY will provide the following options for medical/hospitalization coverage:

Blue Cross Blue Shield of Michigan (BCBSM) Preferred Provider Organization (PPO) with dental, vision and orthodontic riders.

The Employer may use or substitute other health insurance companies which provide comparable coverage for any or all of the health insurance component coverage (medical, prescriptions, dental, vision).

The Employer will notify the Union within 60 days of any change or proposed change in health insurance carriers or covered benefit levels.

Bay County will continue to assess no more than 15% of the health care costs to employees during the course of this collective bargaining agreement.

PAYMENT IN LIEU OF COVERAGE

Any active unit member who is eligible, but chooses not to participate in the medical/hospitalization insurance package, who has health insurance coverage from another source and who signs a waiver from the Employer, shall be paid an annual amount of One Thousand Eight Hundred and No/100 (\$1,800) Dollars. The annual payment will be paid in equal amounts over twenty-six (26) pay dates in a calendar year. An employee who elects Payment in Lieu of Health Insurance Coverage after January 1 of any year, shall be paid a pro-rata amount of the \$1,800 in the same manner as described in the previous sentence with the amount calculated based on the number of full months remaining in the calendar year after the date of the election (example: employee hired June 15, will be entitled to \$900 for that year effective July 1). An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director and approval by same. Said employee shall be entitled to a pro-rata payment in lieu of health insurance to the date the employee becomes covered by the Employer's medical/hospitalization plan calculated in the same manner as described above for new hires.

Any employee who elects Payment in Lieu of Health Insurance Coverage may elect at the same time to be enrolled in dental and/or vision coverage. The amount the employee will receive for Payment in Lieu of Health Insurance will be determined by deducting the cost of the dental and/or vision coverage from \$1,800 (example: On January 1 employee elects family dental coverage for which the annual cost is \$1,200, the employee will be paid \$600 cash in lieu of health coverage). For elections made after January 1 of any year, the Payment in Lieu of Health Insurance and the cost of the dental and/or vision coverage shall be pro-rated.

For the duration of this contract, employees' contributions shall be fifteen percent (15%) of the rates that are developed based upon the preceding calendar year's actual cost of the Blue Cross Blue Shield Self-Insured Administrative Services Contract (ASC). In the event that any component of the health insurance benefit (medical, prescription drugs, dental,

vision), can be provided by an alternate carrier or if a program is added (as in the case of the Medtipster program), with one or both actions being implemented only to enhance cost savings, the employees' contributions shall be fifteen (15%) of the rates that are developed based upon the preceding calendar year's actual cost of all programs combined.

RETIREES

Retirees' contributions toward the cost of health insurance shall be calculated using the same formula as that used for employees.

The County shall provide paid health care benefits for the retiree's current spouse (at time of employee's retirement) in an amount equal to 50% of the difference between the premium required to purchase employee/one dependent coverage and the premium for employee only coverage. Retirees can elect to cover eligible dependent children with the cost to cover eligible dependent children to be paid 100% by the retiree.

Health care benefits for an eligible spouse shall be paid for, under the terms provided in the preceding paragraph for as long as retirement benefits are being paid to the retiree or in the event of the retiree's death, the spouse remains eligible for health care benefits for as long as he/she receives a Bay County pension as a beneficiary.

Effective for employees hired on or after January 1, 2007, the employer paid portion of retiree and retiree spouse health insurance will be in accordance with the following schedule:

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
10	55%	0%
11	55%	0%
12	55%	0%
13	55%	0%
14	55%	0%
15	80%	0%
16	80%	0%
17	80%	0%
18	80%	0%

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
19	80%	0%
20	85%	15%
21	85%	15%
22	85%	15%
23	85%	15%
24	85%	15%
25	85%	40%
26	85%	40%
27	85%	40%
28	85%	40%
29	85%	40%
30	85%	50%
31	85%	50%
32	85%	50%
33	85%	50%
34	85%	50%
35	85%	50%
36	85%	50%
37	85%	50%
38	85%	50%
39	85%	50%
40	85%	50%
*FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2007		

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another Employer or other source. For example, if the

retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. However, if the retiree's health insurance through another Employer ceases or if covered by his/her spouse's health insurance and the benefits cease or are not comparable with the Bay County Health Insurance Plan the retiree and his/her spouse shall have the right to revert to the County of Bay Health Insurance Plan during any annual open enrollment period or by submitting a completed enrollment forms within thirty (30) days of the occurrence. In the event of the death of the retiree, the deceased retiree's spouse who was otherwise previously qualified shall have the right to revert to the County of Bay Health Insurance Plan provided he/she continues to receive a Bay County pension as beneficiary of the deceased retiree.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare Parts A and B or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverage or benefits referred to are changed, the replacement programs shall apply to the above replacements.

Eligible Retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

24.12 NEW WELLNESS BENEFITS

Without impacting the other applicable provisions of this article, the Employer agrees to add certain provisions to the current BCBS Community Blue PPO plan.

Benefits prior to this Agreement required that a mammography be covered one per calendar year, no age restrictions at 80% after deductible. This subsection eliminates the deductible and percent co-pay requirements from screening mammography services provided by PPO network providers.

Benefits prior to this Agreement did not cover adult immunizations, only childhood immunizations up to the age of 16. This subsection adds adult immunizations approved by BCBS under this additional benefit rider as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics when provided by participating provider.

Benefits prior to this Agreement for preventive care services were subject to a \$250 maximum (cap) per member per calendar year. This subsection eliminates the cap, so that all preventive services as dictated by the BCBS coverage become covered at 100% up to the plan limits without a cap on the maximum dollars spent in this category.

The Employer may use or substitute other health insurance companies which provide comparable coverage.

HEALTH CARE – EMPLOYEES HIRED AFTER JANUARY 1, 2012 ONLY

This Section supersedes any other provision of this collective bargaining agreement which is in conflict with it for employees hired after January 1, 2012. Similarly, those other provisions of the collective bargaining agreement which are not in conflict with this section continue for all employees.

Employees hired after January 1, 2012 will, if otherwise eligible, become covered for health care benefits on the first of the month following the month-in which hired.

Such employees shall not be eligible for County-provided health care in retirement.

PRESCRIPTION DRUG PLAN

Effective January 1, 2012, the County will provide a prescription drug plan which follows the following co-pay arrangements:

Covered OTC drugs (With doctor's Rx)	\$0
Generics	\$0 - \$10
Name Brand- Preferred	\$30
Name Brand – Non-Preferred	\$50
Bio-Tech (over \$1,000 and injectable)	\$100 minimum, \$200 Maximum

Plus relinquishment of any coupons issued.

INCENTIVE PROGRAM FOR COST REDUCTION

Both the County and the employees have an interest in working on containing health care costs. One area that can bear results is in prescription drug costs. In addition to supporting education for all employees on cost containment, and making switches to less costly prescriptions where medically feasible, an incentive program for all covered employees has been developed.

2017: In the event that the rate of increase of the cost of the prescription drug plan for 2017 is less than one half of the BCBS projected increase for 2017, which is projected to be a 5.0 % increase, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2018. Therefore, if the increase is below 2.5% above the previous year, a payout will occur. Such payout will be into the regular payroll check.

2018: In the event that the rate of increase of the cost of the prescription drug plan for 2018 is less than one half of the BCBS projected increase for 2019, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2016. Such payout will be into the regular payroll check.

2019: In the event that the rate of increase of the cost of the prescription drug plan for 2019 is less than one half of the BCBS projected increase for 2019, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2020. Such payout will be into the regular payroll check.

24.2 SICK AND ACCIDENT INSURANCE

24.21 NONDUTY RELATED

Notwithstanding any contrary provision, the following benefit shall start after the employee has served their initial probationary period.

The Employer shall provide sick and accident insurance for all non-probationary unit employees. This insurance shall become operative on the 31st calendar day after the occurrence and it shall provide payment at seventy-five (75%) percent of the employee's regular base rate for a period not to exceed fifty-two (52) weeks for any one disability as outlined in the insurance program as was formerly provided through Crown

Life Insurance. Benefits shall be reduced by any amount collectible by the employee from state, federal, or local government sources.

24.22 LINE OF DUTY DISABILITY

When an employee is injured or incapacitated during the course of his/her employment, he/she shall receive such pay for lost time as provided under the Workers' Compensation Disability Act.

24.23 DUTY DISABILITY

If an employee is not able to return to work because of the duty disability after a period of one (1) year, he/she shall be required to apply for retirement as outlined in Section 19.0 of the Bay County Employee's Retirement System. If the employee elects not to accept disability retirement, no further payments will be made out of the provision of this Article.

24.3 ANNUAL PHYSICALS

The Employer and the Union agree that each employee shall be required to undergo a complete annual physical examination which shall be conducted by Bay County's Health Department doctor. The physical shall include a hearing test and if the employee elects to be examined by his/her own doctor as to hearing, the employee shall be responsible for the cost of such examination.

24.31 PHYSICAL EXAMS

Annual physical exams shall be provided, in most cases, by the County Medical Director. The medical exams will be provided during regular hours of the County Health Department, with at least two (2) weeks' notice to be provided to the employee. All tests will be conducted under the authority of the Employer and will be done within the Health Department when at all possible. Should additional examination become necessary, the employee will be referred to the appropriate medical personnel so that appropriate examinations and/or testing may take place. Physical examination results shall be made available to the employee or his/her doctor upon request. Should a physical exam result in the disqualifying of an employee from continuing employment within this unit, the Union shall be so notified within ten (10) days upon receipt of the exam result. Disqualifying medical exam may be subject to the grievance procedure. It shall be the responsibility of each individual employee to schedule and complete his or her own physical examination during the year in accordance with the following schedule:

January - March	Employee's Last Name Beginning A-F
April - June	Employee's Last Name Beginning G-L
July - September	Employee's Last Name Beginning M-R
October - December	Employee's Last Name Beginning S-Z

Should the employee desire to undergo a physical examination by their own physician at their own expense, if not covered by insurance, in lieu of the County Physician, they should obtain the county physical examination forms, and after completion by their physician, the forms should be forwarded to Bay County Physician for his review. The results of all physical examinations shall be held in confidence by the Personnel Director, and the information contained therein released on a "need to know only" basis.

24.4 BENEFITS WHILE ON SICK LEAVE

24.41 NONDUTY-RELATED SICK LEAVE

While on non-duty-related sick leave, the employee shall use his/her accumulated sick time and shall be carried on the rolls as a working employee and will accrue benefits such as sick days, vacation and longevity.

24.42 DUTY-RELATED DISABILITY

During a duty-related disability as defined by the Michigan Workers' Compensation Commission, the employee shall not be charged with sick time. Any unit member who is absent from work for less than one hundred eighty (180) days shall receive accumulated sick days, vacation and longevity on the 181st day of duty disability.

24.5 LIABILITY INSURANCE

The Employer shall provide at no cost to the employee a policy of liability insurance to indemnify and protect employees against charges arising out of actions or activities which take place while they are on official duty on behalf of the County.

24.51 DUTY COVERAGE

For the purpose of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or

lack of good faith in the doing of such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section.

24.52 LEVEL OF COVERAGE

The coverage provided by such insurance shall be in an amount not less than Fifty Thousand and No/100 (\$50,000.00) Dollars for each person or One Hundred Thousand and No/100 (\$100,000.00) Dollars for each incident or an aggregate of Five Hundred Thousand and No/100 (\$500,000.00) Dollars and shall include the costs of defense, including attorney fees.

24.6 FREE HEALTH DEPARTMENT SERVICES

The Employer will provide the employee with the opportunity to obtain the following services free of charge from the County Health Department:

- (1) Tetanus toxoid series or booster.
- (2) Influenza immunization.
- (3) Diphtheria series or booster.
- (4) Polio series or booster.
- (5) Tuberculin test.

24.7 RETIREMENT

The provisions of the Bay County Employee's Retirement System, as amended, are hereby made a part of this Agreement. Each employee shall be provided and required to sign for a copy of the document entitled, "Bay County Retirement System Ordinance a copy of which may be found at:

https://www.municode.com/library/mi/bay_county/codes/compilation-general_ordinances?nodeId=PT4_4.000EMRESYORNO35 on the Bay County Website, (www.baycounty-mi.gov) under Online Services, Ordinances.

24.8 RETIREMENT CONTRIBUTIONS

The County will contribute four (4%) percent of the employee's gross salary for the employee's retirement benefits. Any employee hired after January 1, 1991, shall receive no "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees' Retirement System if that employee leaves the employ of the county for any reason other than retirement; employees hired on or before January 1, 1991, shall be eligible for such refunds according to previous practice.

24.9 RETIREMENT CONDITIONS

Effective January 1, 1989, members of the Bay County Sheriff Deputies Union - Dispatchers Unit I, shall be eligible for retirement under the terms and conditions as set forth in the Bay County Retirement Ordinance, reduced early retirement after eight (8) years of service at age fifty-five (55) or older, or after twenty-five (25) years of service regardless of age actuarially reduced.

Effective July 1, 2001, for members of this unit, the Employer will provide for a benefit formula based on two and one quarter (2.25%) multiplier.

Effective January 1, 2007, the Employer shall provide the 2.50% multiplier for the retirement program with the employees contributing 2% of their pay by payroll deduction.

For employees hired on or after January 1, 2007, the following shall apply:

1. The vesting period shall increase to ten (10) years.
2. The minimum number of required hours of work to be included in the retirement system shall increase from eight hundred (800) hours to one thousand (1,000) hours.
3. Please see Article 24.1 for Retiree Health Care Coverage.

For employees hired on or after January 1, 2012, the Employer shall provide the 1.6% multiplier for the retirement program at no cost to the employee.

Eligible retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

ARTICLE 25 **MISCELLANEOUS PROVISIONS**

25.0 ASSIGNMENT EXCHANGE

Employees may, with the approval of the Director of 911 or his designee, exchange day or shift assignments, provided it does not result in overtime.

25.1 CONTRACT PRINTING

The County agrees to provide each unit member with a printed copy of the contract within sixty (60) days of the signature date. Said copies shall be signed for by each employee.

25.2 EQUIPMENT

It shall be the duty of the Director of 911 or his/her designee to make available to all employees on duty during their normal tour of duty any equipment which may be required.

25.3 DUTY EXPENSES

Approved expenses in the line of duty shall be reimbursed as outlined in the County's General Travel Policy for all County employees.

25.4 MAINTENANCE OF CONDITIONS

The Employer agrees to make no unilateral changes in wages, hours or conditions that would be contrary to the terms contained herein. This Agreement shall supersede any rules and regulations governing the Central Dispatch and/or 911 system to the extent this Agreement is in conflict with said rules and regulations.

25.5 POLITICAL ACTIVITY

Members may participate in political activity, while off-duty and out of uniform, except where modified or limited by federal or state law, including but not limited to MCL 15.401, et seq., and provided such activity does not interfere with department operations. Employees, however, shall not be required to take a leave of absence while a candidate for an elective office.

25.6 NOTICE OF CHANGE

When a member of the bargaining unit is discharged, resigns or receives a leave of absence, the Union will be furnished written notice with effective dates within fifteen (15) days.

25.7 SAVINGS CLAUSE

If any article or section of this Agreement or any supplement thereto should be held invalid by interpretation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any article or action should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected.

25.8 WORK SITE

It is the intent of the parties that no employee should be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation.

25.9 UNIFORMS

The Employer may require the employees to wear designated uniforms. In the event the Employer requires the wearing of uniforms, the Employer will provide said uniforms and other articles of clothing which the Employer requires the employees to wear when on duty. Effective January 1, 1994, an annual allowance of Four Hundred and No/100 Dollars (\$400.00), retroactive for those employees employed on the date of ratification by the parties and/or for those employees who have retired after January 1, 1994, from County service and are receiving County retirement benefits through December 31, 1996, will be paid to each employee required to wear a uniform for the purpose of cleaning and maintaining the uniforms. This amount is to be paid in two (2), pro-rated to the date of hire, equal semi-annual payments, on the first pay in December and the first pay in June of each year. Upon termination of employment with the Employer, the employee will receive the earned pro-rata share of this allowance.

25.10 PART-TIME JOB

Any employee who desires to hold a part-time job must have written permission from the Director to do so. Should the Director subsequently determine that the part-time job is interfering with the employee's duties as required hereunder, he may revoke the previously approved arrangement, and part-time employment shall cease within fourteen (14) days of receipt of written notice.

25.11 MEDICAL DISPUTE

The Employer reserves the right to require an employee, at the Employer's expense if not covered by the employee's insurance, to take a physical or mental examination (1) if probable cause exists establishing that the employee's physical or mental state is interfering with the performance of his/her duties, or (2) on return from any kind of leave of absence. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of the third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that examination, the Employer shall take appropriate action, subject to the employee's rights as established in the collective bargaining agreement.

ARTICLE 26 **TERM OF AGREEMENT**

26.0 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2017 and including December 31, 2019, unless otherwise indicated, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of termination.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 2019, or December 31st of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms and conditions of such Agreement.

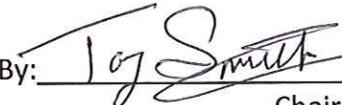
ARTICLE 27 **GENDER**

Whenever the terms "he", "his" or "him" are used herein, said terms refer equally to feminine gender "she", "hers" or "her".

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____
day of _____, 2017.

POLICE OFFICERS LABOR COUNCIL

Date: 2.23.17

By: 
Chairperson

Date: _____

By: _____
Bargaining Committee Member

Date: _____

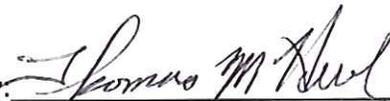
By: _____
Bargaining Committee Member

Date: 2-21-17

By: 
Business Representative

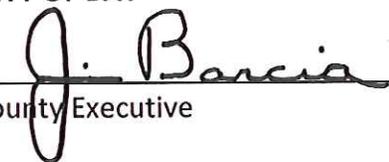
**COUNTY OF BAY BOARD OF
COMMISSIONERS**

Date: 2/28/2017

By: 
Chairperson

COUNTY OF BAY

Date: 2/24/2017

By: 
County Executive

WAGE CHARTS
December 26, 2016 – December 31, 2019

	Pay Grade	Step	Hourly	Bi-weekly
Dispatcher	CD01	Hire	\$15.85	\$1,268.00
	CD01	6 Month	\$16.72	\$1,337.60
	CD01	1 Year	\$17.59	\$1,407.20
	CD01	2 Year	\$18.46	\$1,476.80
	CD01	3 Year	\$19.33	\$1,546.40

Supervisor	CD02	Hire	\$18.01	\$1,440.80
	CD02	6 Month	\$19.01	\$1,520.80
	CD02	1 Year	\$20.01	\$1,600.80
	CD02	2 Year	\$20.99	\$1,679.20
	CD02	3 Year	\$21.99	\$1,759.20

Assistant Director	CD04	Hire	\$19.72	\$1,577.60
	CD04	6 Month	\$20.79	\$1,663.20
	CD04	1 Year	\$21.87	\$1,749.60
	CD04	2 Year	\$22.95	\$1,836.00
	CD04	3 Year	\$24.06	\$1,924.80

Data Entry	CD05	Hire	\$15.85	\$1,268.00
	CD05	6 Month	\$16.72	\$1,337.60
	CD05	1 Year	\$17.59	\$1,407.20
	CD05	2 Year	\$18.46	\$1,476.80
	CD05	3 Year	\$19.33	\$1,546.40

LETTER OF UNDERSTANDING 12 HOUR SHIFTS

IT IS AGREED by and between the Bay County 911 Central Dispatch (hereinafter referred to as "the Employer" and the Police Officers Labor Council (hereinafter referred to as "the Union") as follows:

1. That it is the desire of both parties that the 911 dispatchers primarily work a twelve (12) hour shift schedule. One shift during the pay period will be an eight-hour shift as the schedule permits.
2. That the workday will be 12 hours in length. Anything over 12 hours will be paid at time and one half of the employee's regular wage. In the same regard, any hours worked over 80 (36 in one week and 44 in the following week) in a biweekly pay period, will be paid at the time and one half rate of pay.
3. That vacation time will continue to accrue at the present rate of 8 hours per month.
4. That sick time will continue to accrue at the present rate of 8 hours per month.
5. Holidays will be paid out on the first pay ending in December of each year. It is understood that there are nine (9) paid holidays each year. All nine (9) holidays have been paid in 2009. New Years Day 2010 has already been paid and the remaining eight (8) holidays will be paid in December, 2010. It is understood that 2010 holidays will be prorated. If an employee retires, resigns or is no longer employed with Bay County Central Dispatch prior to the first pay ending in December, the employee will be paid for the holidays celebrated from January 1 through the employee's last day of work. Because Christmas Eve Day and Christmas Day will be paid out prior to actually earning the holiday it is recognized the employee will pay back those two holidays if the employee retires, resigns or is no longer employed with Bay County Central Dispatch after the holiday pay out is received and before Christmas Eve Day and Christmas Day. New employees hired after January 1, will have the holiday pay out prorated for holidays celebrated from the employee's date of hire through December 31. The holiday payout will always be calculated using the employee's rate of pay in force on the date on which the holiday was actually celebrated.
6. Holidays begin at 12:00 a.m. and end at 11:59 p.m. Employees will be paid at the time and one half rate of pay for actual hours worked on a holiday. It is understood if an employee requests and is allowed to take a holiday off when the employee was otherwise scheduled to work, the employee must have the appropriate vacation time or personal time available before the holiday can be taken off. Vacation, personal or sick time taken during the actual 24-hour holiday will be deducted from the appropriate time bank. Compensatory time can

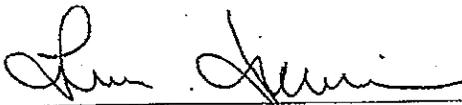
never be used if the use of such time creates overtime.

7. That all training that is held off site will be conducted on an employee's leave day (scheduled day off) if at all possible. When it is not possible, one day of training will be counted as the employee's eight hour shift. If the class lasts more than one day, it will be up to the Director or his/her designee and the affected employee to make up any hours if required. The employee may use vacation, personal time or compensatory time to make up the difference.
8. An employee that needs to use the sick and accident insurance must use any combination of accumulated sick, vacation or personal time to cover time off until sick and accident becomes operative in accordance with Article 24.21 (Sick and Accident Insurance; Non-duty Related) of the Dispatchers' contract.
9. That overtime call-back will be governed as follows:
 - a. On January 1 of each year, each supervisor's and dispatcher's accrued overtime will revert to zero. The supervisor/dispatcher with the highest seniority will get first choice at the overtime assignment. In the event that the overtime is not filled voluntarily, the first available dispatcher with the lowest seniority will get ordered.
 - b. As soon as everyone has overtime hours accrued, the person with the lowest amount of overtime hours worked will get first choice. In the event that the overtime is not filled voluntarily, the first available dispatcher with the lowest amount of overtime hours worked will be ordered.
10. That supervisors/dispatchers will not be ordered to work more than twelve hours except for emergencies. Attempting to, but not being able to, contact another dispatcher, may be deemed an emergency. At no time will a dispatcher be ordered for more than a four-hour increment in conjunction with their scheduled twelve hour shift.
 - a. Dispatchers/supervisors will have at least eight consecutive hours off after working sixteen hours before being required to work again.
11. That is in the best interest of the employees and the Employer to give the overtime to a dispatcher on a leave day (day off) before allowing a dispatcher to work a sixteen-hour shift.
12. That it is understood that dispatchers will receive \$0.20 shift differential when working between 2:00 p.m. and 10:00 p.m. and \$0.25 shift differential when working between 10:00p.m. and 6:00 a.m.
13. That it is understood that the shifts will run from 6:00 a.m. to 6:00 p.m., 2:00 p.m. to

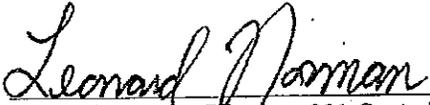
2:00 a.m. (when staffing allows) and 6:00 p.m. to 6:00 a.m. One dispatcher will work an eight-hour schedule due to a doctor's excuse, and that shift is currently 10:00 a.m. to 6:00 p.m. and has a six and two rotation. The hours of 10:00 a.m. to 6:00 p.m. will remain the same as long as staffing permits.

- 14. The County may exercise its management rights to either continue or discontinue the twelve-hour shift with 30 days of advance notice.

FOR COUNTY OF BAY:

 8-16-10

Tim Quinn, Personnel and Employee Relations Director Date

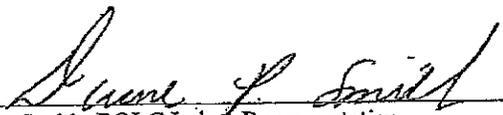
 8-10-10

Leonard Norman, Director, 911 Central Dispatch Date

FOR THE UNION:

 8-10-10

Allan Pelletier, Local President Date

 8-10-10

Duane Smith, POLC Labor Representative Date

LETTER OF UNDERSTANDING
12 Hour Shifts – 84 hour workweek

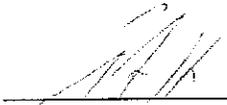
IT IS AGREED by and between the Bay County 9-1-1 Central Dispatch (hereinafter referred to as "the employer" and the Police Officers Labor Counsel (hereinafter referred to as "the union") as follows:

1. That when the "permanent staffing level" falls below ten employees on a shift, the workweek of each team, comprised of 4 employees, is 84 hours.
2. That for the purposes of this agreement the term "permanent staffing level" does not include decreased staffing levels generated by sick time, vacation time and/or personal time.
3. That 4 hours of the 84 hour workweek is scheduled mandatory overtime.
4. That the 4 hours of scheduled mandatory overtime is scheduled on the last 4 hours of the last scheduled workday of the pay period.
5. That contract clause, 18.12-Excused From Overtime, does not apply to the 4 hours of scheduled mandatory overtime associated with the 84 hour workweek.
6. That vacation time, sick time and/or personal time taken during the 4 hours of scheduled mandatory overtime associated with the 84 hour workweek is counted as regular time.

FOR THE EMPLOYER:



Chairperson, Board of Commissioners 7-12-2016
Date



County Executive 7-6-16
Date

FOR THE UNION

Toy Smith
Chairperson

7-1-16
Date

* Alison P. Smith
Business Representative

7-1-16
Date