Agreement between the

COUNTY OF IRON

-And-

IRON COUNTY DISPATCHERS ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

CIVILIAN EMPLOYEE RELATIONS DIVISION

(Covering Employees of the Iron County Central Dispatch Department)

EFFECTIVE: Upon Execution 4/28///

EXPIRATION: December 31, 2013

WAGE REOPENER: December 31, 2011

WAGE REOPENER: December 31, 2012

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AGREEMENT

This Agreement entered into on the date it is executed below, between the County of Iron, a municipal corporation of the State of Michigan (hereinafter referred to as the "Employer") and the Iron County Dispatcher's Association, Wisconsin Professional Police Association, Civilian Employee Relations Division (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote safe, orderly and peaceful labor relations for the mutual interest of the employer, the employees, and the communities served by the Central Dispatch Department. The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community. To these ends, 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.

<u>Article 1</u>. <u>Recognition (Employees Covered)</u>.

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, 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 as all full-time and regular part-time Dispatchers of the Iron County Central Dispatch Department; Excluding all Courthouse employees, Sheriff's Department employees, all executive

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Agreement. The Union further agrees that the performance of work by supervisors shall be permitted and shall not constitute a violation of this Agreement, provided such use does not result in the reduction of regular work hours of bargaining unit employees.

Article 4. Other Unions.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such-group or organization for the purpose of undermining the Union.

The Union recognizes the existence of other labor groups, which have engaged in collective bargaining and entered into contractual agreements with the Employer. The Union agrees that it will respect these existing contractual relationships and will not engage in activities undermining the existing bargaining unit(s) union representation with the employer.

Special conferences for important matters will, by mutual agreement, be arranged between the Association President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union, and two (2) representatives of the employer. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, and shall be held at a time and place mutually agreeable to the parties. This meeting may be attended by a representative of the Union and the Wisconsin Professional Police Association.

Article 9. Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. Employees may, upon request, 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 the Employer.

MANAGEMENT RIGHTS

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staffing patterns required and the number of hours in employee work schedules;

the right to establish and change work schedules and to provide and assign personnel;

the right to eliminate totally or partially or combine or otherwise revise existing job classifications, jobs or positions;

the right to establish new job classifications;

the right to establish and change from time to time rules and regulations, including safety rules and regulations, and to fix and determine penalties for violations;

the right to maintain safety, order and efficiency;

the right to establish and change job descriptions from time to time as deemed desirable;

the right to establish satisfactory productivity and work standards;

the right to make judgments as to employee qualifications, including ability and skill;

the right to determine the nature and number of facilities and departments to be operated;

the right to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations;

the right to be the exclusive judge of all matters pertaining to the services that the County provides and the delivery of those services;

Employer's judgment and determination in these respects shall not be subject to challenge.

Article 11. Rules and Regulations. The Employer has the right to establish without prior bargaining with the Union, rules and regulations and policies not inconsistent with the specific provisions of this Agreement, including by way of illustration and not by way of limitation, operational procedures, safety rules and regulations, drug and alcohol testing, smoking policies, general personnel policies and procedures, and work rules and regulations. All new or revised rules and regulations shall be made available to the Union for inspection and review. If the Union believes that any rule or regulation that concerns working conditions of bargaining unit employees is inconsistent with a specific term of this Agreement, a written grievance may be filed within ten (10) 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 to be reasonable and not to be inconsistent with or in violation of any section of this Agreement.

WORK STOPPAGES AND ILLEGAL ACTIVITY

Article 12. Continued Work Pledge. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, 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,

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(c) Employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement or alternatively pay a representation fee to the Union and an additional amount (for a total amount equal to the service fee uniformly charged for membership) to a charitable organization, commencing the one hundred eighty (180) days following the beginning of their employment in the unit.

Article 15. Dues Check Off.

- (a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, or alternately the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d) provided that said form shall be executed by the employee. The written authorization for Union dues, or representation fee, shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the execution of this Contract. The termination notice must be given both to the Employer and the Union.
- (b) Dues and initiation fees, or alternatively representation fees, will be authorized, levied, and certified in accordance with the Constitution and by-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the Local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues, representation fees and/or initiation fees.

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Dispatcher's Employees, Wisconsin Professional Police Association, Civilian Employee Relations Division, with an alphabetical list of names and address of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the designated financial officer of the Union of the employment status, are no longer subject to deductions and, further advise said financial officer by submission of the previous month's remittance of dues.

Article 18. Hold Harmless.

The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits, or other action arising from compliance with Articles 14, 15, 16, and 17 of this Agreement and Exhibit A.

DISCIPLINE, SUSPENSION AND DISCHARGE

Article 19. Discipline, Suspension and Discharge.

- (a) No employee who is covered by this Agreement shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause.
- (b) The Employer agrees promptly upon the discharge, suspension or written reprimand of an employee, to notify in writing the employee and the Association President, if the employee so desires, of the discharge, suspension or written

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peaceable settlement of all grievances that may arise between the parties concerning the application and interpretation of this Agreement or conditions of employment, without any interruption of disturbances of any sort whatsoever in the normal operations of the Employer. Employees are required to follow and use this procedure in case they have any grievances which they wish to be considered and settled.

Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonable possible without interruption of work; but in any event the grievance, in order to become the basis for a claim must be presented in writing within ten (10) days after the employee knew or should have known if he exercised reasonable diligence and attention of the occurrence or non-occurrence of the event upon which the grievance is based. Prior to presenting the grievance in writing, an employee with a grievance shall discuss the matter verbally with their department head in an effort to resolve the matter before a formal written grievance needs to be filed.

STEP 1: The grievance shall be presented in writing to the Department Director within ten (10) days after the employee knew or should have known that the cause of the grievance has occurred. The written grievance shall adequately set forth the facts giving rise to the complaint including the Section or Sections of this Agreement in dispute, and shall be dated and signed by the employee involved. The preparation of a written grievance shall not occur during working time. Step 1 grievances may be discussed with the employee's Department Director by the aggrieved employee and his President, if desired. If the grievance is not resolved at this meeting, the Department Director shall provide a written answer within 15 days from the date of the meeting.

STEP 2: If a grievance is not satisfactorily settled in Step 1, the Association President may appeal the Department Director's decision by delivering to the Board of Commissioners, through the Department Director's office, a written request for a meeting concerning the grievance

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personal services that the employee may have received from any source during the period in question.

Article 22. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Article 23. 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. The time limits established in the grievance procedure may only be extended by mutual written agreement and the period of extension must be specified in the agreement.

Article 24. Time Computation. Unless a time period specifically states "calendar days," 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.

Article 25. Discharge or Suspension Grievances. All grievances concerning discharge or suspension shall be initiated at Step 2 of the grievance procedure. A written grievance signed by the discharged or suspended employee shall be filed within ten (10) working days of the employee's

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and benefit dates shall be as follows: Cheryl Blank - Seniority Date and Benefits date of December 6, 2000; Rob Olson - Seniority Date of May 27, 2004 and Benefits Date of April 19, 2008; and Crystal Bittner - Seniority and Benefits Date of May 28, 2003. The parties agree that the only fringe benefit affected by the change in benefit date is paid vacation accrual.

Article 28. Probationary Period. All new employees shall be considered to be on probation and shall have no seniority for the first 180 calendar days of employment following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. The Employer may extend the probationary period for any employee whose performance has not been entirely satisfactory for a period of an additional 60 calendar days. 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 Grievance 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. There shall be no seniority among probationary employees. Full time employees will be paid \$1.00 less per hour than the full time rate set forth in Article 74 until the completion of their new hire probationary period.

Article 29. Seniority Lists.

- (a) The seniority list on the date of this Agreement will show the names and job titles of all employees of the Unit entitled to seniority.
- (b) An up-to-date seniority list is to be posted in January of each year.

current vacancy or may displace another employee with less classification seniority in a job classification to which the returned employee was previously assigned.

Article 32. Seniority of Officers.

For the purpose of layoff, the Association President shall head the seniority list of the Association during their term of office, provided he/she is able to satisfactorily perform the work required.

HOURS OF WORK

Article 33. Work Schedules. Employees shall be scheduled in accordance with the needs of the Employer. The normal work shift for employees covered by this Agreement shall be determined by the Employer. The Employer reserves the right to determine, establish and change from time to time all employee work shifts, starting and quitting times, work assignments, and regular and overtime or extra hours of work schedules, including the number of hours and days in the work schedule and the shift hours during the workday. The Employer also reserves the right to determine from time to time, the number of employees needed for shifts. Employees shall work all hours scheduled, including overtime hours.

Trading Shifts: Employees may trade shifts only with the prior approval of the Dispatch Director or his designee; provided, however, that no overtime shall result in any way to the individuals involved in such voluntary changes. A maximum of two (2) trades per month will be allowed for the bargaining unit in the sole discretion of the Director.

Because of the small number of personnel in the bargaining unit and the nature of the Employer's business, all leave time can only be approved by the Department Director. Once leave time is approved, all

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- (a) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 27. Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report to work within ten (10) calendar days from the date of the mailing of notice of recall, he/she shall be considered a guit.
- (b) If an employee cannot report because of illness or injury, he shall notify his department head as soon as possible, and the above ten (10) calendar days shall be waived.

LEAVES OF ABSENCE

Article 37. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Employees are subject to discipline, up to and including discharge, for falsifying the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved. Seniority shall continue to accrue during approved leaves of absence for up to 12 months.

Article 38. Disability Leave. An unpaid disability leave of absence, will be granted to employees who are unable to continue to work for the Employer 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. This disability leave will continue for the period of the employee's disability; provided, however, that an employee

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absence for up to six (6) months. The Employer and the employee shall pay their respective portions as if the employee was actively working.

Article 40. Personal Leave of Absence. The Employer may in its sole discretion grant an employee a personal leave of absence for a period not to exceed thirty (30) calendar days. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the Department 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 in writing prior to the termination of the original leave period.

Article 41. Jury Duty Leave. An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working straight–time hours on that day, and the daily jury stipend paid by the court (not including travel expenses or other expenses incurred). This policy shall apply for each scheduled workday that the employee reports for, or performs, jury duty. The employee must be able to provide documentation that the hours claimed were actually served before reimbursement can be made. The County expects the court voucher signed by the jury clerk to be the appropriate documentation referred to herein. Employees must return to work promptly after being excused from jury duty service.

Article 42. Court Appearances. An employee who is requested or authorized to appear in a court of law as a result of their employment with the County in a work related matter shall continue to receive his/her regular salary while away at court. The employee must, however, surrender to the County any witness fees received before reimbursement will be made. The employee must also furnish documentation to his/her immediate supervisor that he/she has been subpoenaed and furnish

Article 45. New Job Classifications. In the event that the County establishes a new job classification which is within the bargaining unit covered by this Agreement, the County shall determine and assign a pay rate for the new classification. The County agrees to notify the Union's President in writing as to the rate of pay established by the County. Should the Union disagree with the rate of pay, the County agrees to meet with the Union and negotiate said pay rate. The County may implement its proposed pay rate pending the conclusion of such negotiations.

Article 46. Resignation. Employees who wish to voluntarily resign from employment shall be required to submit written notice to the County at least two (2) weeks in advance of the termination date. Failure to submit such advance written notice or failure to work all scheduled days after giving such notice, shall mean that the employee is not entitled to receive any earned but unused paid benefit time for which the employee may otherwise have been eligible unless otherwise agreed by the employee and the County. Rescinding of any resignation submitted shall require mutual agreement of the County and the employee.

Article 47. Union Visitation. An authorized representative of the Union shall be permitted to visit on County premises during regular business hours for purposes of assisting in the administration of this Agreement provided that such representative has first notified the Department Director (or designated representative) in advance and arranged the visit at a mutually acceptable time and date. The Union agrees that such visit shall not be conducted in a manner which will in any way interfere with the operation of the Department or the performance of job duties by any employee.

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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. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

Article 52. Union Bulletin Boards.

- (a) The Employer will provide a space for a bulletin board, which may be used by the Union for posting notices of the following types:
 - 1. Notice of recreational and social events.
 - 2. Notices of elections.
 - 3. Notices of results of elections.
 - 4. Notices of meetings.
 - (b) A copy of notices will be forwarded to the Employer.

Article 53. Unemployment Compensation.

Sick leave shall be available for use by employees for the following purposes:

- (a) Acute personal illness or incapacity over which the employees have no reasonable control.
- (b) Absence from work because of exposure to contagious disease, which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- (c) Sick leave will be authorized when an employee is taken ill on the job.
- (d) Illness of an employee's spouse, children, or other dependent member of the employee's immediate household.

Sick leave may not be granted in anticipation of further service. Recognized holidays falling within a period of sick leave shall be counted as sick days.

Any employee who shall take sick leave from their duties shall not engage in other employment or recreational activity and shall remain at their home during the time the employee was scheduled to be at work, unless prior permission was granted by the Department Director or from their doctor. Any visit to the pharmacy, doctor, hospital, or medical facility, for purpose of obtaining medical treatment, advice, or assistance, is permitted. Misuse of sick leave by an employee may be grounds for disciplinary action. After three consecutive sick days, the employer may require a doctor's release to return back to work or to approve the use of paid sick leave. This clause shall be interpreted consistent with the Family Medical Leave Act ("FMLA").

Employees, if requested, will be required and will submit a report from the doctor following a prolonged illness or injury indicating that

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leave. These days are non-accumulative and must be used prior to December 31st of the calendar year earned. New hires will be awarded a prorated portion of the three (3) days they would have earned had they worked a full calendar year.

Regular Part-time employees will be granted one and one half (1 ½) days per year, subject to above limitations.

VACATION

<u>Article 57</u>. <u>Paid-Vacation</u>. Full-time employees hired on or after the effective date of this Agreement shall receive vacation according to the following schedule:

After Full Years	Days of Vacation
of Service	Each Year
1 ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	5
2	10
3	
4	10
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Full-time employees hired prior to the effective date of this Agreement shall receive vacation according to the following schedule:

After Full Years	Days of Vacation
of Service	Each Year
1	10
2	10
3	10
4	10
5	15
6	16
7	17
8	18
9	19
10	20_
12	21
14	22

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Thanksgiving, Christmas Eve and Christmas Day. Employees prior to receiving holiday pay must work on the last and the next scheduled work day unless on an authorized absence.

Article 60. Holiday Pay. Full time employees will be paid eight (8) hours of holiday pay at their current pay rate for the above listed holidays. If a full time employee is scheduled to work on a designated holiday then the employee shall receive eight (8) hours holiday pay plus time and one half (1-1/2) for actual hours worked on said holiday. Part time employees working on the holiday established in this Agreement will be paid for each hour worked at double their regular rate with no additional holiday pay.

RETIREMENT PROGRAM

Article 61. Retirement Program. The Employer agrees to continue to provide the pension program for former employees of the 911 hired prior to the effective date of this Agreement. That plan being MERS Plan B-3 with V-6 vesting period with F55/15 Rider. The Employer shall pay the full contribution to the pension program. Former employees of the Sheriff Dispatch Center and all employees hired after the date of this Agreement will be under the following defined contribution program:

To the account of each regular full time employee (as described above), the Employer agrees to fund six percent (6%) of the gross employee earnings per pay period into a Section 401(a) defined contribution individual retirement account (defined contribution plan). To encourage employees to participate, the employer agrees to match individual pretax contributions into a Section 457 Deferred Compensation Program fifty percent (50%) / fifty percent (50%) up to an additional six percent (6%) total (three percent employee/three percent employer) for a total of ten percent (10%) (seven percent (7%) employer into a Section 401(a) account

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up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base, plus the ten percent (10) increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the Employer.

July 1, 2012 Adjustment. Commencing July 1, 2012, the above capped first year base will be increased by ten percent (10%) and up to this amount will be paid for the actual premium to the insurance carrier. If the actual premium is above the base, plus the ten percent (10) increase, the additional amount will be split on a 50/50 basis, that is 50% of the additional premium will be paid by the employee and 50% of the additional premium will be paid by the Employer.

Article 66. Health Insurance Alternatives. In the event premiums exceed the capped amounts the parties agree to reopen to discuss health insurance alternatives immediately.

Article 67. Payroll Deduction and Flexible Benefit Plan. The employee's share of the monthly premium will be withdrawn through payroll deduction. The Employer will put in place a Section 125 plan to allow employees to use pre-tax dollars for health care premiums and services.

Article 68. Health Reimbursement Account. In addition to the above referenced coverage, the Employer agrees to deposit monthly into a Section 125 Health Reimbursement Account (HRA) per employee choosing the above insurance the following:

Single

\$61.77

Two person

\$100.48

Family

\$124.36

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insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1 st) day of the premium month following the date of the employee's return to work. The provisions of this section notwithstanding, the Employer shall continue its insurance premium payments for individuals who pay the employee portion if applicable, and are on worker's compensation leaves of absence, for a period of up to six (6) months.

OVERTIME

Article 72. Overtime Premium. Regular full time employees will be paid overtime at the rate of time and one-half the employee's regular rate for all hours worked over their regular scheduled work day or over forty (40) in the work week.

Article 73. Equalization of Overtime Hours.

This Article applies <u>only</u> to overtime hours paid to bargaining unit members who are needed to staff dispatch functions due to insufficient staffing as determined by the employer. This article does <u>not</u> apply to overtime paid to bargaining unit members related to working normally scheduled holidays, attending meetings or training, appearing in court, etc.

Extra work hours may be offered to part-time employees on a straight time basis prior to overtime being offered to bargaining unit employees. The Employer will maintain a roster documenting overtime equalization among employees. The Employer has the right to assign maintenance of the roster to unit employees.

The overtime equalization roster will be dated and contain four columns. Column (1) will list employees' names. Column (2) will list overtime hours worked to date for each employee. Column (3) will list

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Employees will not be credited with refusal of overtime if they are on approved leave. Also, employees will not be credited with refusal of overtime if they are required to work the overtime hours they may have initially refused.

New employees will not participate in overtime equalization until the employees have successfully completed the probationary employment requirements. Then the employees will be credited on the overtime equalization roster with the average of the numbers listed in Columns (2) and (3) respectively for all employees. This will result in a total in Column (4) for the new employee that represents an average total.

If an employee is on extended leave of absence for a continuous period of 57 calendar days or more, the employee will be credited on the overtime equalization roster with the average of the numbers list in Columns (2) and (3) respectively for all employees. This will result in a total in Column (4) for this employee that represents an average total. If, however, the newly computed total for Column (4) is less than the number in Column (4) that currently exists for the employee, the higher number will remain.

CLASSIFICATION AND WAGE RATES

Article 74. Classification and Wage Rates

Effective the first full payroll following January 1, 2011, modify wages as follows:

Full-time Dispatcher: \$13.86 (Represents a 3% increase from 2010)

The parties agree that the Dispatch Department Director shall have the right, in his/her sole discretion, to assign a full-time dispatcher to be lead dispatcher. While assigned as the lead dispatcher, the employee

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If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, it shall continue in effect from year-to-year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

If either party desires to modify or change this Amendment, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in such event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Iron County Dispatchers Association, to 660 John Nolen Drive, Suite 300, Madison, Wi 53713; and if the Employer, addressed to the Iron County Board of Commissioners, Care of the Department Director, 2 South Sixth Street, Crystal Falls, Michigan 49920, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

FOR THE UNION:	FOR THE EMPLOYER:

Designated above):	charitable 	organization	(if	selected
First Name	Middle Initial	Last	Name	
Address				
City, State and Zip Co				
Telephone Number	· 		ity Number	
 Signature				