

AGREEMENT

Between

LAKE COUNTY

And

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(E 9-1-1 DISPATCH)

January 1, 2009 through December 31, 2011

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Lake County Dispatchers/POAM
Effective January 1, 2009 through December 31, 2011

AGREEMENT

This Agreement shall be effective upon execute on of the parties and is by and between the COUNTY OF LAKE, hereinafter referred to as "Employer" and POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union."

ARTICLE I PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

1.2: 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 covered by this Agreement.

ARTICLE II RECOGNITION

2.1: Pursuant to and in accordance with all application provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is 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 regular full-time and part-time employees of the Employer classified as 9-1-1 dispatchers, and excluding the 9-1-1 Director, the Deputy Director, and all other County employees.

2.2: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

2.3: Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement

have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

2.4: In accordance with the provisions set forth under this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for probationary employees, the payment shall start thirty-one (31) days following the date of employment. The Employer will provide thirty (30) days notice to the employee of failure to pay fees upon notification from the Union.

2.5: If any provision of this Article is invalid under either federal or state law, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

2.6: It is further agreed that the Union shall defend, indemnify, and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of the initiation fees, dues, collection or agency initiation dues, as herein or hereafter provided.

ARTICLE III EMPLOYER RIGHTS

3.1: Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their

location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, to discipline and discharge employees, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

3.2: Delegations. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

ARTICLE IV REPRESENTATION

4.1: Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than two (2) employees selected or elected by the Union from employees covered by this Agreement who have seniority. One member of the Collective Bargaining Committee shall be the President of the Union's local association. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer.

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

4.3: Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the Grievance Procedure.

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

4.5: Union Access. Authorized representatives of the Union shall be permitted to visit the operation of the Department during working hours with prior authorization from the Director which shall not be unreasonably withheld, provided that such visits shall not be disruptive to the normal operations of the Department.

ARTICLE V

AGENCY SHOP, PAYROLL DUES DEDUCTIONS

5.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Effective January 1, 2009 through December 31, 2011

- A. Accordingly, it is fair that each employee in the bargaining unit may pay his/her own way and assume his/her fair share of the obligation, along with the grant of equal benefit contained in this Agreement, including dues and initiation fees.
- B. In accordance with the policy set forth under Paragraph A. of this Section, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, who have been employed for thirty-one (31) days with the first payroll period after contract ratification.
- C. If any provisions of this Article are invalid under Federal Law, or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

5.2: During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union. This may be done through the Steward of the Union.

- A. Amount of initiation fee and dues will be certified to the Employer by the Union.
- B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.
- C. Part-time employees shall have their dues pro-rated to the number of hours worked in the previous month.

5.3: The Union agrees to defend, indemnify and save the Authority 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; or in reliance on any list, notice, certification or

authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE VI
NO STRIKE/NO LOCKOUT

6.1: No Strike Pledge. 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. 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 Employer.

6.2: No Lockout. The Employer agrees not to lockout bargaining unit members or prevent bargaining unit members from reporting to work.

ARTICLE VII
STEWARDS

7.1: The Employer recognizes the right of the Union to designate a Steward and an Alternate Steward. Once the Steward and Alternate Steward are selected, their names will be submitted to the Employer.

The authority of the Steward shall be limited to and shall not exceed the following duties:

1. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
2. The transmission of such messages to management and information which shall originate with and is authorized by the Local Union or its officers; provided such messages and information:
 - a. Have been reduced to writing or where necessary, presented verbally.
 - b. The Steward may be excused from regular work assignments for the purpose of grievance investigation upon obtaining prior approval from the manager or his/her designee. The

Steward shall complete grievance investigations as quickly as possible and in such a manner so as to not interfere with the performance of work of other employees.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: Grievance Procedure. The term "grievance," as used in this Agreement, is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter it into the Grievance Procedure, he/she may do so within five (5) working days under the terms and requirements as stated above, by submitting the written grievance to the department head. Within five (5) working days after receiving the written grievance from the employee, the department head shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The five (5) working days shall not include the day the grievance was received by the department head. The department head does not have the authority to provide to any employee economic benefits which exceed those provided under this contract.

Step 2. The Union may appeal the decision of the department head to the County Clerk/Register. The request for the appeal to the County Clerk/Register must be made in writing within five (5) working days after the answer given in Step 1. The County Clerk/Register shall

respond to the grievance within five (5) work days following receipt of the grievance appeal.

Step 3. In the event the grievance is not satisfactorily settled, the Union shall have the authority to submit the grievance to binding arbitration within ten (10) days after receiving the Employer's Step 2 answer. Should the Union decide to arbitrate a grievance, the grievance shall be filed with the Federal Mediation and Conciliation Service, requesting a list of seven (7) Michigan arbitrators, whose rules shall govern the arbitration process. Compensation for and the expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

8.2: When reference to days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this Grievance Procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

8.3: Time Limits. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step within Section 1. The time limits established in the Grievance Procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

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

8.5: Effective Date of the Grievance Procedure. Only grievances

filed after June 18, 2010 may be processed in accordance with the above contractual Grievance Procedure.

8.6: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative, judicial or statutory scheme or procedure, in addition to the Grievance Procedure provided under this Agreement, and the employee elects to utilize the judicial, statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any Grievance Procedure provided for in this Agreement. If an employee elects to use the Grievance Procedure provided for in this Agreement and, subsequently, elects to utilize the judicial, statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE IX
DISCIPLINE PROCEDURE

9.1: Just Cause. The Employer shall not discharge or discipline a non-probationary employee except for just cause.

9.2: Counseling Memorandums. The Union acknowledges that counseling memorandums may be utilized by the Employer. Counseling memorandums shall not be construed as disciplinary action and shall not be subject to the Grievance Procedure.

9.3: Pre-determination Disciplinary Hearing. The Director or his/her designee will meet with the employee involved and his/her Union representative to provide the employee with an opportunity to explain the conduct in issue, prior to making a final decision regarding the employee's discipline.

9.4: Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

9.5: Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the second step of the Grievance Procedure.

9.6: Notice of Disciplinary Action. At the time of the disciplinary action of a non-probationary employee, the Employer will notify the employee in writing of the reasons therefore and will

cause a copy to be issued to the local Union representative.

ARTICLE X
SENIORITY

10.1: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire in a bargaining unit position, excluding leaves of absence of more than twenty (20) consecutive days. Seniority for employees hired on the same day shall be determined by the employees' last four (4) social security numbers with the lower number having greater seniority.

10.2: Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. If he/she quits or retires;
- B. If he/she is discharged and such discharge is not reversed through the Grievance Procedure;
- C. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which results in jail time;
- D. If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- E. If he/she has been on layoff status for a period of one (1) year or the length of his/her seniority, whichever is less;
- F. If he/she fails to report for work within five (5) days following notification of recall mailed or delivered to his/her last known address;
- G. If he/she fails to inform the Employer within two (2) working days following receipt of notification of recall that he/she intends to return to work for the Employer;
- H. If he/she makes an intentionally false statement on his/her employment application;

- I. In the event the employee for any reason other than sick leave or leave of absence granted by the Employer is off the active payroll for a period of one (1) year. In cases of worker's compensation leave, this period shall be twenty-four (24) months;
- J. In the event an employee works for another employer while on leave of absence unless previously agreed to by the Employer in its approval of the leave of absence;
- K. In the event the employee is absent due to illness for a period of time equal to his/her seniority at the commencement of the leave or two (2) years, whichever is less.

10.3: Seniority List. The Employer shall publish a seniority list annually, which provides the names, classifications and seniority dates of all employees in the bargaining unit, a copy of which shall be provided to the designated Union representative.

10.4: All employees shall have access to his/her personnel file twice per year. The employee may review his/her personnel file at additional times if agreed to by the Employer.

10.5: The employee shall be on at-will probation during the first twelve (12) months of continuous active employment. There shall be no responsibility to re-employ any at-will probationary employee who is discharged, or otherwise terminated during the probationary period. An at-will probationary employee shall not have recourse to the Grievance Procedure for the purposes of discipline and discharge. An at-will probationary employee may be terminated for any reason or no reason in the sole discretion of the Employer. Upon satisfactory completion of the probationary period, the employee's name shall be placed on the seniority list with seniority dating from the original date of hire.

10.6: Probationary Evaluations. Probationary employees will be evaluated by Training Officers and Director at one (1) month, three (3) months, six (6) months, and one (1) year during their probationary period. All employees will receive an annual evaluation.

10.7: The seniority and reemployment rights of any employee who is enlisted in the Armed Forces of the United States shall be in accordance with all applicable laws.

10.8: Employees who transfer from the bargaining unit to excluded classifications and thereafter return to the bargaining unit shall not retain and/or accumulate seniority while working in

the excluded classification. Such employees shall have no rights under this Agreement while employed in the excluded classification.

ARTICLE XI
NEW CLASSIFICATIONS

11.1: Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objections are filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer.

ARTICLE XII
LAYOFF AND RECALL

12.1: Layoffs shall be determined by classification. In reducing the work force, the last employee hired or transferred in the classification affected by the layoff shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer. The Union and Employer recognize that there may only be one (1) person in each classification affected by the layoff. Therefore, if there is only one (1) employee in the classification and a layoff occurs, that employee will automatically be laid off. There shall be no bumping rights among dispatchers. Part-time employees shall be laid off before probationary full-time employees and probationary full-time employees shall be laid off before non-probationary full-time employees.

12.2: In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by mail or in person with a copy to the Union. In the event of recall, ten (10) days notice mailed or delivered to his/her last known address shall be made. In the event the employee fails to return to work within that ten (10) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

ARTICLE XIII
JOB POSTING

13.1: Posting Period. Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

13.2: Qualifications. The posting shall list the qualifications for the position.

13.3: First Consideration. Internal candidates shall be considered first.

13.4: Trial Period. There shall be a sixty (60) day trial period. The Employer may return the unit member to his/her former position within the trial period.

ARTICLE XIV
HOURS OF WORK

14.1: Scheduling the Work Week. The Lake County Dispatch Center is a twenty-four (24) hour Facility and will operate twenty-four (24) hours per day seven (7) days per week, including holidays. Employees shall be scheduled to work at the discretion of the Employer. The work schedule shall be posted in advance. All schedules are subject to change based on the needs of the Employer as determined by the Employer. The Employer shall use its best efforts to ensure that two (2) dispatchers are on duty at all times. Employees shall not be required to work multiple shifts with less than eight (8) hours between shifts.

14.2: Breaks. Each full-time employee shall be allowed a paid lunch or dinner break of up to one-half hour. Breaks do not accumulate if not taken.

14.3: Work Week and Work Day Definition. Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week.

14.4: Overtime. Eligible employees who are required to work in excess of forty (40) hours per week (Sunday through Saturday) will be eligible for the overtime compensation. Prior approval of overtime is required from the Director or his/her designee. Voluntary overtime

may first be offered to part-time employees. In the event no part-time employee accepts, force in overtime shall be required beginning with part-time employees then full-time employees with the least seniority. Employees who are required to work in excess of forty (40) hours in anyone week shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay for all such hours. Only hours worked shall count towards the forty (40) hours necessary for overtime. The Employer will have the option of offering overtime to cover absences in excess of five (5) continuous work days to part-time employees.

14.5: Shift Assignments. Probationary employees shall be assigned work shifts by the Director or his/her designee. Thereafter, non-probationary employees may bid for vacant shift openings once every six (6) months. However, new employees hired after shifts have been bid may replace the least senior, non-probationary employees on a shift if so assigned by the Director for no more than six (6) months.

ARTICLE XV
LEAVES OF ABSENCE

15.1: Family Medical Leave Act.

A. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for a period not to exceed twelve (12) weeks in one (1) calendar year in the case of leaves due to the employees own serious health condition making them unable to perform the functions of their job, or hundred eighty (180) days in anyone calendar year for any of the other reasons outlined below. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the County Clerk/Register or his/her designee. A personal leave of absence may be granted in the following cases:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;
2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;

3. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or
 4. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- B. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
- C. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
- D. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
- E. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
- F. It is the intent of the Employer and Union that this Agreement fully complies with the requirements of the Family and Medical Leave Act of 1993.
1. Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under the conditions listed in Section A above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick time
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(except under conditions 3. or 4. listed in Section A. above), vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

2. Reinstatement After Leave. When a leave of absence under Section A. is granted for more than twelve (12) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.
3. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;

- b. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.
 4. Certification for Medical Leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
 - a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - d. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
 - e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
 - f. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
 - g. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
-

h. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

5. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

6. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

7. Subsequent Recertification. The Employer may require that the eligible employee obtain subsequent recertification on a reasonable basis.

15.2: Unpaid Personal Leave. Employees may be granted an unpaid personal leave not to exceed ninety (90) calendar days if approved by the Employer. Requests for personal leaves shall be in writing, signed by the employee, and given to the County Clerk/Register. Such requests shall state the reason for the leave and, if approved, shall be signed by the County Clerk/Register. Unpaid personal leaves shall be without payor benefits as provided in Section 15.1, F., 1. above.

15.3: Sick Leave.

- A. All full-time employees working twelve (12) hour shifts covered by this Agreement shall be credited with forty-eight (48) hours of sick leave on January 1 of each year. New employees, for the first six (6) months of employment, cannot use sick time, but will be credited with the appropriate pro-rated number of hours after they complete six (6) months of employment.
- B. An employee eligible for paid sick leave may use such leave when he/she is unable to perform his/her duties because of illness or injury.
- C. When an employee must miss work for doctor/dentist appointments, the employee must give the Director, or his/her designee, one (1) day advance notice unless there is a bona-fide emergency.
- D. Employees returning to work from an illness or leave of absence may be required by the Director, or his/her designee, to submit a statement from his/her physician qualifying his/her ability to work or to verify the illness. Personnel taking sick leave on their last schedule day to work before a holiday or vacation, and/or their first scheduled day after a holiday or vacation may be required to submit a statement from their physician verifying the illness. It shall be the employee's responsibility to check with the Director, or his/her designee, when calling in to determine if the statement is necessary.

In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work after a leave of absence of any kind and the Employer is not satisfied with the determination of the employee's doctors, the Employer may require a report from a medical doctor of the Employer's choosing at the Employer's expense if not covered by the employee's insurance. If the dispute still exists, the Employer's doctor and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. Any expense of the third doctor shall be borne equally by the Employer and the employee, if not covered by the employee's health insurance.

- E. The Employer may require written verification from a physician when the employee uses sick leave where there is reason to believe that the health or safety of personnel may be affected or when an employee is abusing sick leave privileges.
- F. In the event of discharge, an employee will lose his/her sick leave.
- G. Employees that resign from employment shall be paid one-half (1/2) of their unused sick time, if they give two (2) weeks' notice.
- H. At the end of each year, the employee shall cash in his/her unused sick leave for that year. The employee shall be paid for one-half (1/2) of such unused sick leave in the last pay period of January, at the rate he/she was earning as of the end of the previous fiscal year.

15.4: Personal Business Days. All full-time employees covered by this Agreement working twelve (12) hours shifts shall be allowed up to forty-eight (48) hours on January 1 of each year. Employees working shifts other than twelve (12) hours shall receive pro-rated accumulations. Regular part-time employees are entitled to pro-rata accumulation of this benefit. Personal days shall not be used as vacation days or accumulated from year to year and are not reimbursable. Employees who resign from employment shall not receive payment for unused personal days. Personal business days will be pro-rated at the time of hiring. Employees shall give their department head advance notice prior to taking a personal business day (except for a bona fide emergency).

15.5: Jury Duty. In the event a full-time employee is summoned for jury duty or as a witness in a case in which the employee is not a party, a paid leave of absence shall be granted for that purpose. The Employer will pay the employee their normal wage for that period of time required for said duty. Any monies or fees received by the employee shall be turned into the Employer.

15.6: Military Leave. Military/reserve leave shall be provided in accordance with applicable law.

15.7: Bereavement.

- A. If a death occurs among members of any employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary

arrangements without loss of pay from the day of the death until the day after the funeral, but not more than a total of five (5) days.

- B. The day of the funeral is allowed in the case of the death of an uncle, aunt, nephew, niece, sister-in-law, and brother-in-law. A second day may be charged against earned sick leave.
- C. The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half brother and half sister.
- D. The Employer is to be notified within forty-eight (48) hours of a death in the family, and the extent of the expected absence.

15.8: Medical Verification. The Employer reserves the right to require medical verification for any leaves taken under this Article for medical reasons. Absences of two (2) days shall not require medical verification unless abuse is suspected.

15.9: Notification of Absence Due to Illness. Employees who will be absent due to illness must report the absence three (3) hours prior to the start of their shift in order to be paid sick time.

ARTICLE XVI
INSURANCE AND PENSION

16.1: Hospitalization Insurance.

- A. During the term of this Agreement, and after the first six (6) months of employment, the Employer agrees to pay the required premiums for each full-time employee under the employee's hospitalization insurance program with Blue Cross-Blue Shield.
- B. The Employer shall offer the following Blue Cross/Blue Shield health insurance option:

PPO 15 reimbursed back to a
PPO 2 health care plan

The employee cost sharing of the premiums for 2010 and 2011 will be \$130 per month. If the insurance

Effective January 1, 2009 through December 31, 2011

premiums increase over twenty percent (20%) in a plan year, the increase will be split by the Employer and the employee.

The amounts are to be deducted twice monthly, fifty percent (50%) from the 1st pay and fifty percent (50%) from the 2nd pay of the month.

New employees will be eligible for health insurance after six (6) months of full-time continuous service.

16.2: No Coverage/Waiver.

- A. Waiver of Health Insurance. An employee who is covered as a dependent on a spouse's or parent's hospitalization policy may choose not to be covered by the medical insurance provided by the County. The decision to waive coverage can only be made once per calendar year. A waiver agreement, provided by the Employer, must be signed by the employee.

In the event the employee elects not to be covered by such medical insurance, the employee shall be paid \$106.00 per month (single coverage), \$222.00 per month (2 person coverage) and \$249.00 per month (full family coverage), as a salary supplement.

Employees assume all risks if they want to later re-enroll. Employees assume any potential risks as to not being covered for "pre-existing" illness or injuries by the insurance carrier.

- B. No Double Coverage if Spouse Employed by County. Effective the 1st of the month after the Employer ratifies the contract, no employee shall be eligible for health insurance coverage, as provided under this contract, if his/her spouse is employed by Lake County or any of its departments when that employee could be covered under his/her spouse's policy. Such employee shall receive Thirty and No/100 Dollars (\$30.00) per month.

16.3: Life Insurance. The County provides term life insurance in accordance with the following schedule: Twenty Thousand Dollars (\$20,000) with AD&D.

16.4: Sickness and Accident Insurance. The Employer shall

obtain and pay the required premiums for sickness and accident insurance for full-time employees covered by this Agreement. This coverage shall become effective the first (1st) workday following completion of sixty (60) calendar days of employment with the Employer. Employees who are eligible under the insurer's regulations shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal straight time weekly wages, up to a maximum benefit of Six Hundred and No/100 Dollars (\$600.00) weekly. These benefits shall be payable from the first (1st) day of disability due to accident, or the eighth (8th) day of sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any worker's compensation, or any salary continuation program.

When employees are receiving sickness and accident insurance, they will have their fringe benefits and seniority continue, which they would otherwise be entitled to if they were working for a maximum of twenty-six (26) weeks.

Prior to employees returning to work from a sickness and accident insurance absence, the employee must provide the 9-1-1 Director, or his/her designee, with a "Doctor's Authorization to Return to Work."

16.5: Vision Insurance. The County provides single coverage vision insurance to all regular full-time employees. Insurance coverage shall be the same as offered to non-union employees.

16.6: Dental Insurance. The County provides single coverage dental insurance to all regular full-time employees. Insurance coverage shall be the same as offered to non-union employees.

ARTICLE XVII RETIREMENT

17.1: Effective January 1, 2003, the Employer shall provide the MERS B-2 Retirement Plan, FAC 3, for eligible employees with ten (10) years of vesting, who have reached age fifty-five (55) with twenty-five (25) years of service.

17.2: Retiree Health Insurance. The Employer shall pay one hundred percent (100%) of single subscriber rate for retirees who elect coverage.

ARTICLE XVIII
HOLIDAYS

18.1: The County observes the following holidays.

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

All full-time employees shall receive eight (8) hours pay at their regular straight time hourly rate, exclusive of all premiums, for each of the recognized holidays, provided the employee is eligible under the rules established in this Agreement.

Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must work the Employer's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the department head;
- B. The employee must not be on layoff or unpaid leave of absence;
- C. The employee must not be suspended for disciplinary reasons;
- D. An employee, who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay;
- E. In the employee works on a holiday, he/she shall be paid at the rate of time and one-half (1-1/2) their regular straight time hourly rate for all hours worked on such holiday (in addition to the eight (8) hours of holiday pay).

ARTICLE XIX
VACATIONS

19.1: Eligible full time, regular employees shall earn on a monthly pro rata basis paid vacation days at the beginning of each date of hire year in accordance with the following:

1 through 3 years of service	40 hours
4 through 7 years of service	80 hours
8 through 12 years of service	120 hours
Over 12 years of service	160 hours

After an employee has completed his/her first (1st) six (6) months of employment he/she may use one-half (1/2) of his/her first (1st) year's accumulation of vacation. Employees will be paid their current rate based on their regularly scheduled day while on vacation and will receive credit for benefit provided for in this Agreement. Any vacation hours accumulated in excess of two hundred (200) shall be lost if not taken.

Vacation days must be scheduled in advance with the 9-1-1 Director, or his/her designee. The 9-1-1 Director, or his/her designee, retains the right to approve and disapprove, in whole or in part, vacation requests, and may reschedule vacations dependent upon the department's operational needs.

When the Employer observes a holiday during a scheduled vacation, the vacation may be extended one (1) continuous day with the vacation.

A vacation may not be waived by an employee and extra pay received for work during that period.

If an employee becomes ill and is under the care of a duly licensed physician, documented by such physician, during his/her vacation, his/her vacation will be rescheduled.

If a regular payday falls during an employee's vacation, he/she will receive that check in advance before going on vacation, provided the employee has applied for such pay in writing by the end of the pay period preceding the scheduled vacation.

If an employee is laid off or retired, he/she will receive any unused vacation credit, including that accrued in the current calendar year. However, in no case will such employee receive more than two hundred (200) hours maximum. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation

the following year.

Employees that resign from employment shall be paid for their unused vacation time, if they give two (2) weeks' notice.

ARTICLE XX
WAIVER

20.1: It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

20.2: It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXI
GENERAL

21.1: Union Access to Employer Records. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at a reasonable time, at the discretion of the Employer.

21.2: Payroll Period. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. The Employer shall post, monthly, a current list of each employee's accumulated sick leave and vacation leave.

21.3: Employer Required Bond. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

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

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

21.6: Mileage. Employees required to use their private vehicle in the performance of job duties or for travel related to training conducted outside of Lake County shall be reimbursed for actual mileage at the current rate allowed by the County.

ARTICLE XXII
EQUIPMENT, ACCIDENTS AND REPORTS

22.1: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

22.2: Any employee involved in any accident shall immediately report said accident and any physical injury sustained; and the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

22.3: It is the duty of the employee, and he/she shall immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment or tools that have been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the designated supervisor.

ARTICLE XXIII
WORK ASSIGNMENTS

23.1: Supervisors may perform bargaining unit work at any time, but shall not be used to permanently replace any bargaining unit members.

ARTICLE XXIV
SUPPLEMENTARY EMPLOYMENT

24.1: Part-time supplemental employment for full-time employees is not encouraged, but is permitted under the following conditions:

- A. That the additional employment must in no way conflict with the employee's employment, or conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.
- B. The department head shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least twenty-four (24) hours prior to engaging in supplemental employment.
- C. That he/she keep the department head informed of contemplated changes in his/her supplemental employment.

ARTICLE XXV
WORKER'S COMPENSATION

25.1: Employees are covered by worker's compensation insurance. Each employee shall report on the job injury to the department head or his designee immediately. Employees being paid worker's compensation payments shall have their health insurance premiums paid for by the Employer for one hundred eighty (180) days. After the one hundred eighty (180) days, the employee may continue the health insurance by paying the premiums to the Employer, and if permitted by the insurance carrier. No other benefits shall continue or accrue during the time an employee is on worker's compensation, such as, but not limited to, vacation and personal leave, sick and accident insurance, life insurance and holiday pay.

ARTICLE XXVI
ADDRESS CHANGES

26.1: An employee shall notify the Employer in writing of any change in name, address or telephone number promptly and, in any event, within seven (7) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE XXVII
PERSONNEL POLICIES

27.1: The Employer reserves the right to establish, publish and change from time to time personnel policies, including reasonable rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement.

ARTICLE XXVIII
SEPARABILITY

28.1: If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE XXIX
UNIFORMS

29.1: Employees shall be provided with uniform shirts to be worn on duty. The Employer shall not be required to pay for or otherwise provide for the cleaning of any uniform shirt.

ARTICLE XXX
GENDER

30.1: The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and vice versa, unless the

context clearly requires otherwise.

ARTICLE XXXI
PYRAMIDING OF PREMIUM PAY

31.1: There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

ARTICLE XXXII
LONGEVITY

32.1: Employees shall receive longevity pay based on the following schedule:

Years of Service	Longevity Benefit
5 to 10 years	\$400
11 to 15 years	\$450
16 to 20 years	\$500
21 to 25 years	\$550
26 or more years	\$600

ARTICLE XXXIII
WAGES

33.1: Effective January 1, 2009:

	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
Hourly	10.906	11.511	12.105	12.700	13.284	13.879	14.470
Annually	22,684	23,943	25,178	26,416	27,631	28,868	30,098

Effective January 1, 2010:

	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
Hourly	11.179	11.799	12.408	13.018	13.616	14.226	14.832
Annually	23,252	24,541	25,808	27,076	28,321	29,590	30,850

Effective January 1, 2011:

Effective January 1, 2009 through December 31, 2011

	START	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
Hourly	11.458	12.094	12.718	13.343	13.957	14.582	15.203
Annually	23,833	25,155	26,453	27,753	29,030	30,330	31,621

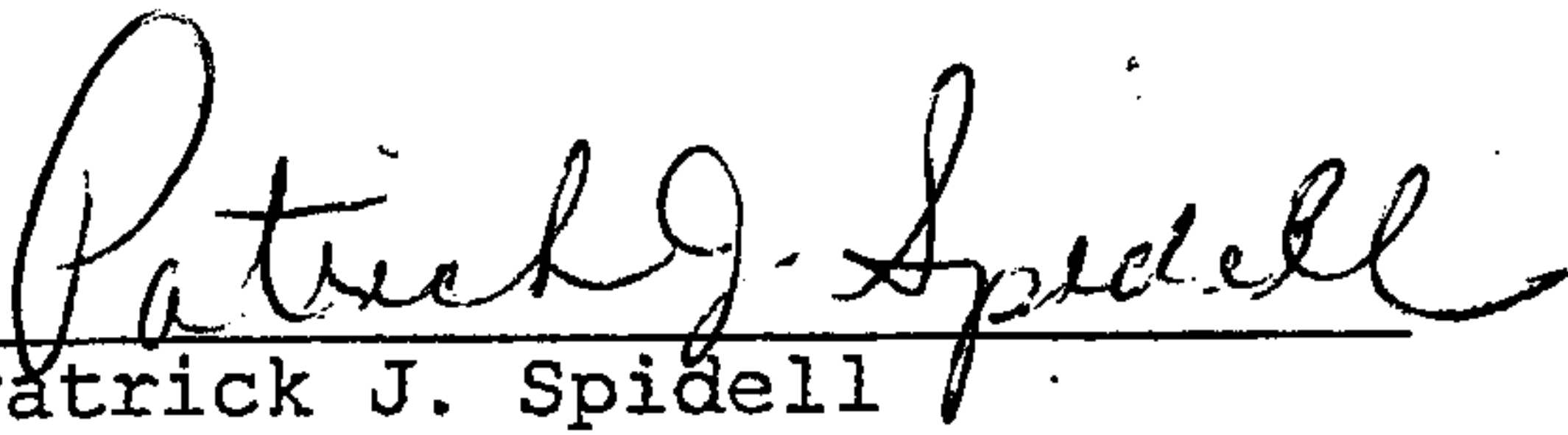
ARTICLE XXXIV
DURATION

34.1: This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 2011. However, wages only shall be given retroactive effect (for any time preceding the ratification of this Agreement). Not earlier than ninety (90) days prior to the expiration of the contract on December 31, 2011, either party may request that the

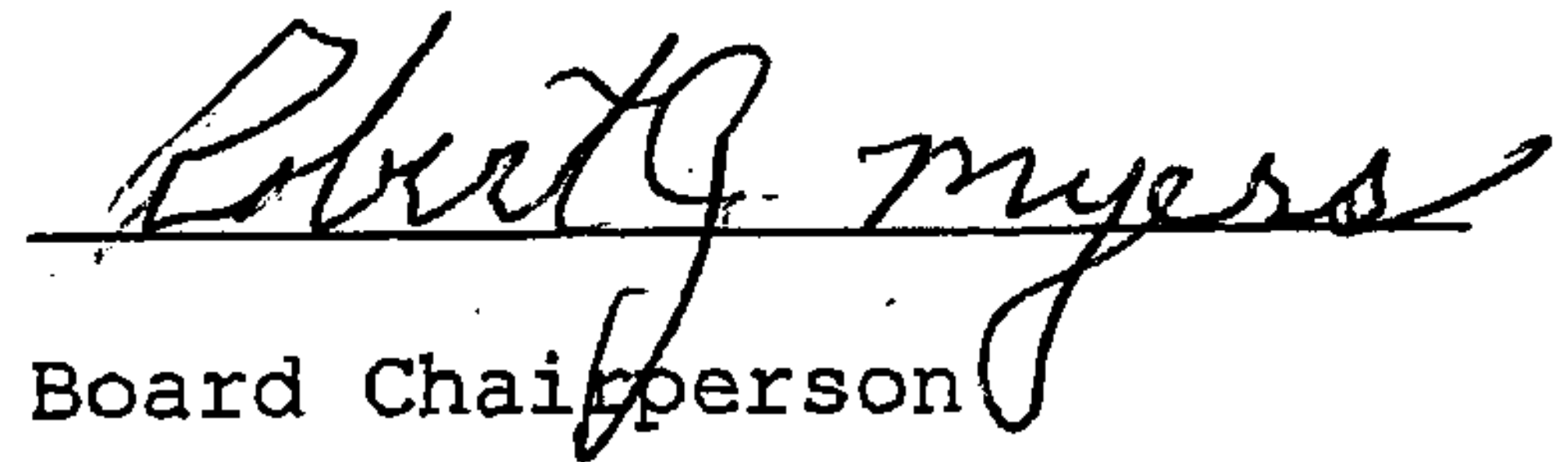
other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

LAKE COUNTY



Patrick J. Spidell
Business Agent



Board Chairperson



President

