

# **AGREEMENT**

*between*

**THE COUNTY OF LAPEER**

*and*

**LAPEER COUNTY DISPATCHERS ASSOCIATION  
(P.O.A.M.)**

***Effective: January 1, 2007 – December 31, 2009  
Board Motion: #40-07***

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## **AGREEMENT**

This Agreement having been ratified on this 1st day of February, 2007, between the Board of Commissioners for the County of Lapeer and Lapeer County, hereinafter referred to as the "Employer" and the Lapeer County Dispatchers Association, hereinafter referred to as the "Union".

This Agreement incorporates all of the issues resolved in collective bargaining between the "Employer" and the "Union", all of which resolved issues are enclosed herein and made a part hereof.

## 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 County, the Employees and the Union.

1.2: The parties recognize that the essential public service here involved and the interest of the community and the job security of the Employees depend upon the County's success in establishing and maintaining a proper and uninterrupted service to the community.

1.3: The parties mutually recognize that the responsibility of both the employees and the County to the public requires that any disputes arising between the employees and the County be adjusted and settled in an orderly manner without interruption of such service to the public.

1.4: To these ends, the County and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

1.5: All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include all male and female employees.

## **ARTICLE II**

### **RECOGNITION**

2.1: Pursuant to and in accordance with all applicable provisions of Act 379 of the 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, for the following employees of the Lapeer County:

All full-time and regular part-time dispatchers, excluding supervisors.

2.2: It is agreed that the Employer shall not utilize the above-mentioned employees to replace full-time employees except where full-time employees are not available or for emergencies.

### **ARTICLE III**

#### **AGENCY SHOP**

3.1: 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 to such matters.

3.2: Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives 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 are not only for members in the Union.

3.3: In accordance with the policy set forth under Section 1 of this article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, a service fee equal to the cost of collective bargaining, contract administration and grievance procedures

3.4: If any of this Article is 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 re-negotiated for the purpose of adequate replacement.

3.5: The Union will protect and save harmless the Employer from any or all claims, demands, suits and other forms of liability by reason of action taken by the Employer or its designated agent for the purpose of complying with this article.

## **ARTICLE IV**

### **CHECKOFF**

4.1: The County will not interfere with, discourage, restrain, nor coerce County employees because of their membership in the Union or any lawful activities herein. Nor shall the county encourage the membership in said Union. The Union hereby agrees that it will not discourage, restrain, nor coerce any County employee, not belonging to the Union, from doing their legally assigned work arising out of the course of their employment with the County.

4.2: The County will deduct, upon receiving signed authorization by the requesting employee, all dues as stated for the Union, and forward the same to the Union each month.

4.3: The Union agrees to indemnify and save the County harmless against any and all claims, suits or other forms of liability arising as a result of its deductions from any employee's pay of Union dues. The Union assumes full responsibility for the disposition of the deductions so made once they have been remitted to the Union.



## ARTICLE V

### REPRESENTATION

5.1: Bargaining Committee. The employees shall be represented by a bargaining committee of three (3) members from the bargaining unit who shall be elected in any manner determined by the employees. All bargaining committees shall be seniority employees of the Lapeer County Central Dispatch. The bargaining committee shall represent the employees in connection with negotiations leading to a collective bargaining agreement. The employees elected to the bargaining committee shall suffer no loss of pay if they are scheduled to work during such negotiation sessions.

5.2: Steward. The County recognizes the right of the Union to appoint a Chief Steward. In addition to the Chief Steward, the employees shall elect two (2) stewards and two (2) alternate stewards. The authority of the steward and alternate steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with the designated County representative upon having received permission from his supervisor to do so, in accordance with the provisions of the grievance procedure.
- B. The transmission of such messages and information, which, shall originate with and are authorized by the Union or its Officers, provides such messages and information:
  - 1. Have been reduced to writing; or
  - 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, or any other interference with the business of the Lapeer County 911 Center.

5.3: The Union will furnish the County with the names of its Chief Steward and Alternate Stewards and members of the bargaining committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the County may at all times be advised as to the authority of the individual representatives of the Union with which the County may be dealing.

5.4: The Steward and Alternate Stewards may be required to record time spent in Union representation during working hours. All such stewards and alternates will perform their regularly assigned work at all times except when necessary to leave their work to perform representation according to the terms contained herein.

5.5: The Steward and Alternate shall have no authority to take strike action, or any other action interrupting the business of the Employer. The County recognizes these limitations upon the authority of the Steward and Alternate and shall not hold the Union liable for any unauthorized acts. The County, in recognizing such limitations, shall have the authority to impose proper discipline, up to and including discharge, in the event the Steward or Alternate takes unauthorized strike action, slow-down or work stoppage or interference with work.

5.6: The Alternate in the absence of the Steward, shall upon obtaining permission from their supervisor, be permitted, after the first hour of their work shift, to leave their job for the purpose of investigating grievances and attending meetings with the Employer during working hours.

5.7: Authorized representatives of the Union shall be granted permission to enter the buildings and work areas of the 911 Center, upon reasonable advance notice, for the purpose of adjusting grievances with the appropriate individuals, provided there is no interference with work.

5.8: Special Conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or the Employer's designated representative upon the request of either party. Such meeting shall be held between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. Conferences shall be held at times mutually agreed upon between the union and the employer. Members of the Union shall not lose pay for time spent in such special conferences. Special conferences shall be scheduled within ten (10) days after the request is made, unless otherwise agreed upon between the parties.

5.9: The Employer and the Union shall not discriminate against any Employee because of any basis made illegal by applicable law.

5.10: The Employer agrees to grant time off with pay in an amount not to exceed two (2) days in any one (1) calendar year to enable one (1) Union Representative/Steward to attend Union Conventions and Education Classes. Requests for such leave must be given to the employee's immediate supervisor in writing ten (10) days in advance of the time the leave is to commence, and shall specify the length of leave time desired. Time off pursuant to this Section shall not cause any disruption of the Employer's operations which would necessitate overtime pay for an employee filling the vacant position created by such time off. Leave time granted under this section may be canceled if the presence of the employee on leave is required due to the existence of emergency conditions in the Department or the County.

## ARTICLE VI

### RIGHTS AND RESPONSIBILITIES

6.1: In no event will the Union cause or authorize or permit its members, or any of them, to cause, nor will any member of the bargaining unit take part in any strike, sympathy strike, sit-down, stay-in, slow-down, stoppage, interruption, or impeding of work or interference with any operation of the Lapeer County Central Dispatch during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the County for the continuance or renewal of this Agreement.

- A. In the event any one or more of the bargaining unit shall fail to observe in any way the responsibility set forth above, the Union shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the County, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.
- B. The County shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth above, which disciplinary action may include any form of discipline up to and including discharge.
- C. In the event of any violation of the responsibilities set forth above, the County shall not be required to negotiate on the merits of any dispute which gave rise to such violation.

## ARTICLE VII

### MANAGEMENT RIGHTS

7.1: The Union recognizes that the management of the operation of the 911 Center is solely the responsibility of the County and the respective supervisors of the Lapeer County Central Dispatch, and that nothing in this agreement can restrict, interfere with, or abridge any rights, powers, authority, duties, or responsibilities conferred upon or vested in the County of any of its elected or appointed supervisors of the Lapeer County Central Dispatch, by the laws and constitution of the State of Michigan of the United States of America.

In addition to all such rights conferred by law, the Employer reserves the right to manage its affairs efficiently and economically, including but not by way of limitation, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operation, the schedules of work, the discontinuance of any service or method of operation, to suspend, or discharge for just cause, to assign, promote, or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assigned job duties, to adopt, revise and enforce working rules and regulations subject to express provisions of this Agreement as herein set forth.

## ARTICLE VIII

### DISCHARGE AND DISCIPLINE

8.1: The Employer shall not discharge, suspend, or discipline any employee without just cause, but, in respect to discharge, shall give at least two (2) warning notices of the complaint against such employees, to the employee in writing, and a copy of the same to the Union; except no warning notice need be given to an employee before he is discharged, if the cause of such discharge is dishonesty, drunkenness, recklessness while on duty, refusal to make required reports, insubordination, conviction of any criminal offense except minor traffic offenses, improper use of county vehicles, which is not in conjunction with their duties, or other justified serious offense.

8.2: Discharged or suspended employee will be allowed to discuss his discharge with his Steward, prior to leaving the Employer's premises, if applicable.

8.3: Should the discharged or suspended employee consider the charge to be improper, a grievance shall be presented in writing through the Steward to the Employer within five (5) regularly scheduled working days of the discharge or suspension notice. Such action on the part of the employee shall constitute a submission of the grievance directly to Step #3 of the grievance procedure.

8.4: Written Formal Counseling memos shall be removed from an employee's personnel file after twelve (12) months of the date of issuance unless the employee receives further disciplinary action within that twelve month period.

8.5: Written Reprimand memos shall be removed from an employee's personnel file after twenty-four (24) months of the date of issuance unless the employee receives further disciplinary action within that twenty-four month period.

## ARTICLE IX

### GRIEVANCE PROCEDURE

9.1: A grievance shall be a complaint by an employee of the Union concerning the application and interpretation of this Agreement as written. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violation.

All grievances shall be processed in the following manner:

- Step 1: Any employee having a grievance shall first raise the matter with his immediate supervisor. If not settled at that time, it shall be reduced to writing and signed by the aggrieved employee. Any grievance not submitted within five (5) working days of this occurrence shall be considered automatically closed.
- Step 2: The written grievance shall be discussed between the Steward and/or grievant and the designated supervisor. The designated supervisor shall give his written decision within five (5) working days of receipt of the written grievance.
- Step 3: In the event the Grievance is not settled in Step 2, a meeting shall be held between the Chief Steward and/or grievant, the Lapeer County 911 Director and a representative of the Board of Commissioners, selected by the Chairman of said Board within ten (10) working days after receipt of the written decision in the previous step. Either party may have outside representatives present. The decision of the County shall be given in writing within five (5) working days after the termination of the meeting. All grievances involving discharge and suspension shall go directly to Step 3 pursuant to the terms and conditions set forth in the Article entitled Discharge and Discipline.
- Step 4: The Union shall have the right within ten (10) working days after receipt of the written decision in the previous step to request the matter to be submitted to an impartial arbitrator, pursuant to the rules and regulations of the Federal Mediation and Conciliation Service, if the matter is not resolved in Step 3. The decision of such arbitrator shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, alter or amend, add to or subtract from the terms of this Agreement. Costs of the arbitrator shall be shared equally by the County and the Union, although each party shall be liable for the cost of its own witnesses.

9.2: Any grievance not appealed from a decision in one of the Steps of the above procedure to the next step, by the union or Employer, as prescribed, shall be considered settled on the basis of the last answer and not subject to further review.

9.3: Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to his former position at the current rate of pay, or as may be agreed to by the parties.

9.4: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal work hours, less any compensation he may have received from any source of during the period in question, except income from previously held part-time employment outside of his regular work hours.

9.5: Should any employee be substituted for by an employee of lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as therein provided.

9.6: The compensation such employee receives shall be equal to the rate of pay, times the hours lost during said substitution, provided the time lost shall not start sooner than after notification to the Employer that such substitution exists.

9.7: An agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.

9.8: 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 relevant records of the Employer pertaining to a specific grievance at reasonable times with the employee's consent.

## **ARTICLE X**

### **SENIORITY**

10.1: All newly hired full time dispatchers shall be probationary for the first twelve (12) months of employment from the date of hire. All other new employees hired into the bargaining unit shall be probationary employees for twelve (12) months from the date of hire. There shall be no seniority among probationary employees. Probationary periods may be extended by mutual agreement between the parties.

10.2: The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of work and other specified conditions of employment, except discharge or suspension, provided such discharge or suspension shall not be for Union activity.

10.3: When employees complete their probationary period, they shall be entered on the departmental seniority list of the bargaining unit and shall rank for departmental seniority from their date of hire. An Employee's "date of hire" shall be defined, for purposes of this Agreement, as that date upon which an employee first receives pay as a full time employee.

- A. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the employee.
- B. The departmental seniority list will show the name, rank and/or job title of the employee as well as the employee's last date of hire.
- C. Full-time employees hired to function as dispatchers with identical dates of hire will be ranked in seniority in an order corresponding to last two (2) digits of their Social Security number. Others will be ranked as provided in section 3 of this Article.
- D. The employer will keep the seniority list up to date and posted at all times and will provide the Local Union membership with up to date copies at least every six (6) months.

10.4: Shift Preference. Requests for shift preference shall be granted on the basis of seniority and ability. All shifts to be worked during any given six (6) month period shall be posted by the employer in advance of the required time to request shift preference.

Employees shall submit their requests for shift preference no later than February 1<sup>st</sup> of any calendar year for that period of time to be worked between the second payroll in March and the second payroll in September. Employees shall submit their requests for shift preference no later than August 1<sup>st</sup> of any calendar year



for that period of time to be worked between the second payroll in September and the second payroll in March. Changes in shifts will be made during March and September will be for a period of six (6) months. Vacancies occurring outside the requesting period shall be filled in accordance with the provision contained herein.

10.5: Termination of Seniority. An employee shall have his seniority rights and his employment terminated if:

- A. He quits, retires or receives a pension under the Lapeer County Retirement System (MERS Program).
- B. He is discharged for just cause.
- C. He is absent for three (3) consecutive workdays without notifying the 911 Center giving satisfactory reason, unless he was physically unable to give notice or have someone give notice on his behalf.
- D. He falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence.
- E. He fails to report to work upon termination of any leave of absence or layoff without a bonafide reason acceptable to the Lapeer County 911 Center.
- F. He is laid off for a period of twenty-four (24) consecutive months.
- G. He is on a medical leave of absence other than a job related injury for a period of more than two (2) years.
- H. He works for another while on any leave of absence, unless such employment is mutually agreed to in advance by the Lapeer County 911 Center.

10.6: Layoff and Recall. In the event the layoff of employees is determined to be necessary by the Employer, temporary, casual, seasonal, part-time and probationary employees shall be laid off first.

If additional layoffs are scheduled, seniority employees shall be laid off in reverse order of their job classification seniority.

- A. Recalls from layoff shall be made by written notice sent by certified mail to the employee's last known address of record. All employees are required to notify proper post office address or change of address shown upon the Lapeer County 911 Center records for all purposes.

- B. Each employee who is recalled from layoff shall report in person or by certified mail to the Lapeer County 911 Center within three (3) working days after being notified of recall, whether or not he intends to return to work for the 911 Center, and, if he states he will return to work for the Central Dispatch Department, he shall report to work on the date specified by the Lapeer County 911 Center which shall not be less than five (5) calendar days from the date of notification of recall.
  
- C. If an employee fails to notify the Lapeer County 911 Center of his decision within the three (3) work day period as defined in Section 5, subparagraph (c) of this Article, or notifies the Lapeer County 911 Director that he will not return to work for the Lapeer County 911 Center, or having agreed to return to work for the Lapeer County 911 Center, fails to report on the date specified, unless the failure to report is for justifiable reasons, he shall be considered as having voluntarily quit, and the next employee in order of seniority having the necessary ability shall be recalled to work.

The Union Steward shall be given the names in order of layoff or recall whenever employees are laid off or recalled to work.

10.7: Temporary Transfers. In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increase, etc., the 911 Authority may fill such temporary job vacancy without following the procedure set forth above for a period not to exceed ninety (90) days, or such longer time as may be mutually agreed upon by the 911 Authority and the Union.

10.8: Transfer Out Of the Bargaining Unit. Any employee who is transferred out of the bargaining unit covered by this Agreement, but who continues as an employee of the 911 Center, shall retain his seniority within his job classification in the 911 Center in the event he is returned by the County to the bargaining unit covered by this agreement. Provided, however, such employee shall not accumulate seniority while he is out of the bargaining unit.

10.9: Emergency Seniority Adjustment. In the event of an emergency beyond the control of the 911 Center, such as Acts of God, flood, fire, storm, civil disturbances, power failure, labor disputes, or other like events, the 911 Center shall have the right to make temporary adjustments of the work force for a period not to exceed five (5) working days without regard to seniority. If such conditions exceed five (5) working days, the work force shall be adjusted according to the layoff procedure as described in this Article, unless the 911 Center and the Union agree otherwise.

**ARTICLE XI**  
**HOURS OF WORK AND OVERTIME**

11.1: The normal work day shall consist of ten (10) hours per day (or their regular scheduled shift) inclusive of a paid meal period. This shall not constitute a guarantee of hours or days.

11.2: The present work schedules in existence at the time of the signing of this agreement shall remain in effect for the duration of this Agreement. Work schedules shall be posted no less than ten (10) days prior to the first day of the month being scheduled. Posted work schedules shall not be changed to avoid the payment of overtime. However, if it becomes necessary to alter or modify a posted work schedule due to the exigencies of law enforcement work, the affected employee shall be given reasonable advance notice of the proposed change.

11.3: Time and one-half (1-1/2) of the employee's regular straight time hourly rate shall be paid for all hours worked in excess of the regular ten (10) hours (or their scheduled shift) per day. Employees shall not be required to take time off to compensate for overtime hours worked in the same work week for purposes of avoiding overtime payment.

11.4: Dispatchers shall receive the rate of time and one-half (1-1/2) their base hourly rate for all hours other than their regularly scheduled shift. This shall not constitute a guarantee of hours or days.

11.5: Employees called in to work and who report as required after having completed their normal work day shall be paid a minimum of two and a half (2 1/2) hours at overtime rate.

11.6: The Employer retains the right to assign non-bargaining unit employees during the regular Monday through Friday work-week day-shift in the event of absences by bargaining unit members or in the event of exigencies of public safety work.

**ARTICLE XII**  
**HOLIDAYS**

12.1: The following days shall be designated and observed as paid holidays:

- New Year's Day
- Good Friday (10 hours)
- Easter
- Memorial Day
- 4<sup>th</sup> of July
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

12.2: In order to be eligible for time off or holiday pay as provided herein, an employee must work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday. Authorized days off either before or after the holiday shall not operate to disqualify employees from being eligible for holiday benefits as provided in this Article.

12.3: All full-time seniority supervisors who are not scheduled to work on a recognized holiday shall receive an additional day off in lieu of receiving ten (10) hours (or their regular shift hours) pay, forty hours pay plus additional day off, to be taken at a time mutually agreeable to both the employee and the employer

All full time seniority employees who are required to work on a recognized holiday shall receive ten (10) hours (or their regular shift hours) holiday pay in lieu of receiving an additional day off, in addition to being paid time and one-half (1½) for all hours worked, except as provided in Section of this Article.

12.4: Employees who may be required to perform work in excess of ten (10) hours (or their regular shift hours) on any of the above holidays shall receive pay equal to two (2) times their straight time rate for all hours worked on the holiday in excess of ten (10) hours (or their regular shift hours), over and above the holiday pay provisions contained in Section 3 of this Article.

**ARTICLE XIII**  
**VACATIONS**

13.1: All full-time employees shall be entitled to annual vacation time based on the following schedule, subject to revision to comply with current practice and/or union contracts.

<u>Length of Service</u>	<u>Vacation Entitlement</u>
More than one (1) Year, but less than two (2)	10 working days (80 hours)
More than two (2) years but less than eight (8)	15 working days (120 hours)
More than eight (8) years	20 working days (160 hours)
More than twenty (20) years	25 working days (200 hours)

Regular part-time employees shall be granted vacation time on a pro-rated basis, subject to revision to comply with current practice and/or union contracts. Regular part-time employees must complete 1044 hours of work to be eligible for vacation.

The annual vacation entitlement shall be credited to each employee on his/her anniversary date of hire, with the first entitlement credited on the first anniversary of the employee's date of hire, and must be used during the 12 month period immediately following the anniversary date. Vacation time shall not be accumulated from one year to another. If extraordinary circumstances prevent an employee from using his/her vacation during the allotted 12-month period, a Vacation Extension Request Form may be submitted to the Personnel Committee requesting additional time to use the remaining vacation hours. The maximum extension is for sixty (60) calendar days.

**ARTICLE XIV**  
**LEAVES OF ABSENCE**

14.1: Employees shall be eligible for leaves of absence after one year of service with the Employer. Leaves of absence are for employees who, in addition to qualified sick leave and vacation time, require additional time off from their employment.

14.2: Any requests for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires.

14.3: Authorization or denial for a leave of absence shall be furnished to the Employee by the Employer in writing.

14.4: An employee on approved leave of absence will retain all accumulated seniority provided, however, employees shall not accumulate seniority while on an approved leave of absence unless otherwise provided herein.

14.5: Military Leave. Employees who enter the armed services of the United States of America while employed by the County shall be given all benefits accorded them by applicable Federal Law.

Employees, who are members of the National Guard, Army Reserve, Naval Reserve, Marine Reserve or Air Corps Reserve, who are called to active duty for the limited purpose of defense training only while maintaining full time employment with the County, shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. Full time seniority employees shall be reimbursed by the Employer for the difference, if any, between their service pay and their base pay under this agreement during the term that they are engaged in active duty for the limited purpose of defense training.

14.6: Jury Duty. Employees shall be granted time off with pay when required to report to jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue while an employee is on jury duty.

14.7: Employees required by any public agency to appear before a Court or such public agency outside Lapeer County on matters related to the employee's work for the Lapeer County 911 Center and in which the employee is personally involved shall be granted a leave of absence with pay for the period during which the employee is required to be absent from work. Such employee shall be paid the difference, if any, between the compensation they receive from the Court or Agency and their

wages for time-necessarily spent in such appearance, not exceeding base pay. Employees will be paid for the full day after turning over the witness fees to the Employer.

14.8: Educational Leave. An employee wishing to further his education in the law enforcement profession may be granted an educational leave for a maximum of two (2) years without pay. This leave may be extended by mutual agreement between the employee and the Employer.

14.9: Bereavement Leave. In the event of death in an employee's immediate family (spouse, child, step-child, parent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, stepbrother, stepsister, grandparent, or grandchild), an employee shall be excused from work without loss of pay on the days which he has been scheduled to work during the period from the date of death to the date of the funeral, both inclusive, but not to exceed a total of five (5) days for such absence, as is required to discharge specific obligations placed upon him/her by the death. The employee shall be excused without loss of pay on the day of the funeral in the case of death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt or uncle.

**ARTICLE XV**  
**SICK LEAVE**

15.1: Effective January 1, 2001, members of the bargaining unit will be credited with nine (9) paid sick leave days per year. For purposes of this Agreement, a "day" will be as described in Article 11.1 of this Agreement. Accumulated sick hours shall not be used for reasons other than the following:

1. Bonafide illness of employee or employee's minor child.
2. An emergency situation resulting from illness or injury of employees spouse.
3. To cover some or all of an authorized Family Leave.

Accumulation of earned sick leave days for employees hired after January 1, 2000 will be limited to a maximum of ninety (90) days.



**ARTICLE XVI**  
**HOSPITALIZATION / MEDICAL COVERAGE**

16.1: The Employer agrees to provide each employee an opportunity to enroll in the Blue Care Network (BCN) HMO plan as the base insurance.

16.2: The rates will be set as follows:

- a. Employees may elect alternative health insurance options at a monthly cost, subject to payroll deduction, which will be based on the premium amount in excess of the current benefit rates and upon dependents covered. The employee will be responsible to pay the difference between the premium expense from the base rate health insurance, if the alternative health insurance rate is higher.

B. PEHP

- 1. One-time Service credit adjustment effective December 31, 2006 for eligible, full-time employees (i.e., ten years vested from date of continuous full-time service). (see attached)

≥25 years and over	= \$20.00 x months of service
≥20 > 24 years	= \$15.00 x months of service
≥15 > 19 years	= \$10.00 x months of service
≥10 > 14 years	= \$ 5.00 x months of service

16.3: The benefit rate and employee cost is established as identified in the Compensation Appendix.

16.4: The employee may select at their own expense and subject to payroll deduction the family continuation and/or sponsored dependent riders.

16.5: The County has established an IRS 125 Plan that will be available to employees covered by this Contract consistent with the County Plan.

16.6: Employees covered by this Agreement who elect not to take Health, Prescription, Vision, and Dental coverage will receive a monthly buyout payment as established in the Compensation Appendix, which can be applied to 125 Benefits or taken as a cash option. If taken as a cash option, all taxes due will be the responsibility of the employee. Employees must provide proof of other medical insurance if this option is selected.

The Employer agrees to continue selected health insurance coverage, as on above, under the terms and conditions set forth below:

- A. In the event of layoff, the Employer will continue to provide the benefit option selected by the Employee for one (1) month beyond the month in which the employee was laid off, with the understanding that the employee makes their applicable payments as agreed.

- B. In the event of absence due to illness, the Employer will continue to provide option selected by the Employee in Employee's absence not to exceed one (1) year, with the understanding that the employee makes their applicable payments as agreed.
- C. In the event of absence due to a worker's compensation illness or accident, the Employer will continue to provide option selected by the Employee during the Employee's absence, not to exceed two (2) years, with the understanding that the employee makes their applicable payments as agreed.

16.7: The Employer agrees to provide each employee an opportunity to include pre-natal and post-natal care in addition to the above described hospitalization medical coverage. The Employer agrees to pay the full premium for said pre-natal and post-natal care.

16.8: Employees shall become eligible for Hospitalization Insurance the 1st of the month following the completion of ninety (90) calendar days from the date of full-time employment.

**ARTICLE XVII**  
**WORKER'S COMPENSATION**

17.1: The Employer shall provide applicable worker's compensation protection covered by this Agreement. In the event an employee shall sustain an occupational injury, he shall receive payment by the Employer of an amount sufficient to make up the difference between what is paid by Worker's Compensation and his regular rate of pay, so long as said employee is not able to return to employment, for a period of time not to exceed twenty-four (24) months.

**ARTICLE XVIII**  
**UNEMPLOYMENT COMPENSATION**

18.1: The Employer shall provide unemployment compensation for all employees as provided by the Michigan Employment Security Commission.

**ARTICLE XIX**  
**LIFE INSURANCE**

19.1: The Employer shall provide each employee with twenty-five thousand (\$25,000.00) dollars of term life insurance under the following terms and conditions as set forth below:

- A. In the event of layoff, the Employer will pay the premium for one (1) month beyond the month in which the employee was laid off.
- B. In the event of absence due to illness, the Employer will pay the premium during such absence, not to exceed one (1) year.
- C. In the event of absence due to a worker's compensation illness or accident, the Employer will pay the premium during such absence, not to exceed two (2) years.

19.2: Employees shall become eligible for Life Insurance the first of the month following the completion of ninety (90) calendar days from the date of full time employment.

**ARTICLE XX**  
**RETIREMENT**

20.1: The employees of the Lapeer County Central Dispatch are covered by a retirement plan known as the Municipal Employees Retirement System. The Union shall be furnished a copy of that plan and any changes which the Employer may institute from time to time.

20.2: Effective January 1, 2001, the Employer agrees to provide the retirement program known and defined by MERS as the B-3, F-50/25 Plan. Further, upon ratification of this Agreement by the parties, the retirement plan as established herein shall be non-contributory in nature; that is, the Employer shall pay all contributions necessary for the continuance of the plan.

20.3: Employees will be provided an individual employee Post Employment Health Care Program (VEBA / PEHP) Account that will be funded as follows:

A. Effective 1/01/04, on a one-time basis, for those employees who have completed one hundred twenty (120) months of full-time service a service credit adjustment reflecting one hundred twenty (120) months of service @ \$30 per month ( $\$30 \times 12 \text{ months} \times 10 \text{ years} = \$3,600$ ) will be deposited into the individual account (minus any previous deposits made into the individual account).

B. Effective 1/01/04, for those employees who have completed one hundred twenty (120) months of full-time service on or after January 1, 2003, or on the date of ratification, whichever is later, the Employer will deposit thirty dollars (\$30.00) per month to the employee's Post Employment Health Care Savings Program (VEBA / PEHP) account.

1. Employees shall become eligible for the Post Employment Health Care Savings Program (VEBA / PEHP) the first of the month following the completion of one hundred twenty (120) months of full-time service.

20.4: When retirees become Medicare eligible, they shall not be included in the County group insurance plan.

**ARTICLE XXI**  
**RATES FOR NEW JOBS**

21.1: When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer will notify the Union when it establishes a classification and the proposed rate. In the event the Union does not agree that the description and rate are proper, the Union shall have thirty (30) days in which to notify the Employer of its objection. The description and rate shall then be subject to negotiations for thirty (30) days, after which it may be the subject of the grievance procedure in the event a settlement has not been reached. The Employer may fill the position in the interim, and any adjustments subsequently agreed upon or determined through the grievance procedure shall be made retroactive to the date the position is filled.

**ARTICLE XXII**  
**UNION BULLETIN BOARDS**

22.1: The Employer will provide a union bulletin board in the Lapeer County 911 Center which may be used by the Union for posting notices of the following types:

- A. Notice of Union recreation and social events.
- B. Notice of Union elections.
- C. Notice of the results of Union elections.
- D. Notice of Union meetings.

22.2: The Union shall not post any non-Union related political matters upon the bulletin board provide for herein. Other material may be posted on said bulletin board provided it is mutually agreed upon by the Employer and the Union. No notice shall be posted which is not signed and approved by the Union Steward.



**ARTICLE XXIII**  
**SHIFT DIFFERENTIAL**

23.1: The Employer hereby agrees to pay an afternoon shift differential of thirty-five (\$.35) cents per hour to be paid for time actually worked by employees on the regular afternoon shift.

The Employer hereby agrees to pay a night shift differential of forty-five (\$.45) cents per hour to be paid for time actually worked by employees on the regular night shift.

23.2: A Certified Training Officer ("trainer") assigned by the Director to work an entire day or more to train a new hire, the trainer will receive .25 more per hour for all hours spent training the new hire. The training manual and the daily evaluation form ("DOR") must both be used by the trainer in order to be eligible for the above additional compensation.

**ARTICLE XXIV**  
**CLOTHING ALLOWANCE**

24.1: The employer has the right to require employees to wear uniforms. In the event that uniforms are required, the employer shall furnish appropriate uniforms as designated by the Director, which shall be maintained and worn by the employees in a neat condition. The employer further agrees to replace uniforms as needed as long as the unserviceable item is turned into the Director prior to reorder. The Director shall determine if the article needed shall be repaired or replaced.

**ARTICLE XXV**  
**GENERAL**

25.1: Visits of Union Representatives. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the employer for the time and place prior to the occurrence of such visits.

25.2: Personnel Files. The Employer and the Union Agree that records of service except for background investigations and investigation information, will be kept in the employee's personnel file, and citations will be awarded in instance of meritorious performance above and beyond the call of duty. The employee shall upon request and pursuant to the Lapeer County Personnel Records Policy, have access to his/her personnel file.

25.3: Schooling. The Employer shall pay the tuition, reasonable expenses and provide proper transportation for schools provided. Employees will receive mileage of twenty cents (\$.20) per mile round trip if the class is held outside Lapeer County and if transportation is not otherwise available. Whenever an employee is requested by the Employer to use his own personal vehicle and on the business of the Employer, he shall be accorded mileage of twenty cents (\$.20) per mile.

25.4: On the Job Injury. An employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day.

25.5: Equipment. The Employer shall furnish all equipment it deems necessary for employees to perform the duties assigned their classification. The employee shall report all such equipment known to him not to be in safe operating condition promptly.

25.6: Bonds. The Employer shall pay the bond premium for any employee who shall be required to be bonded.

25.7: Minimum Rest Periods. Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in a situation of manpower shortages or emergencies.

25.8: Training Schools. Any employee designated by the Employer to attend training school benefiting both the County and the employee shall be remunerated at the regular straight time rate of pay not to exceed eight (8) hours per day. School time shall not be considered towards overtime.

25.9: Equalization of Overtime. Overtime shall be distributed equally among employees in each job classification as far as practicable while still maintaining efficiency of operation. Records of overtime worked and refused shall be maintained in each job classification. The Employer shall consider seniority in making such overtime assignments when initially invoking the above system. Employees who refuse overtime assignment shall be credited with that amount refused for purposes of computation. Overtime refused outside an employee's job classification shall not be included in the computations.

25.10: Maintenance of Standards. The Employer agrees that all standard and conditions of employment in its individual operation shall be maintained at not less than the highest minimum standards in effect at the time of this agreement. The Employer may, however, change, modify or alter the standards and conditions of employment consistent with generally accepted standard, conditions and practices of like Central Dispatch Agencies. Provided, however, that any such changes, modifications or alterations shall not be arbitrary or capricious.

**ARTICLE XXVI**  
**PROMOTIONAL PROCEDURES**

26.1: An examination will be given at such time as vacancies may occur in the Lapeer County 911 Center. The results of said examination will be valid for a period of one (1) year.

26.2: The examination to fill vacancy in the departmental classification will be open to all full time seniority departmental personnel.

26.3: The examination to fill the vacancy of Dispatch Supervisor will be open only to those applicants having a minimum of two (2) year seniority (in classification) as a Dispatcher.

The required seniority for promotion in this section shall be obtained on, or before, the testing date to qualify.

26.4: The following percentages will be applied when scoring applicants:

- A. Written Tests: 40% of total score (applicants must receive a minimum of 70% on the written test in order to pass. Applicants not receiving 70% on the written test will not be allowed to continue testing.)
- B. Oral Test: 40% of total score
- C. Seniority: 1% for each year completed  
Example: 4 years = 4%  
7 years = 7%  
10 years = 10%
- D. Evaluation: Ten percent (10%)

**ARTICLE XXVII**  
**PERSONAL LEAVE DAYS**

27.1: Regular full-time employees shall be granted twenty-four (24) hours personal time each calendar year for personal appointments and personal business that must be done during regular working hours. Upon approval of the department head, this time may be taken in increments as needed. Personal hours remaining at the end of the calendar year shall not carry over to the following year. Regular part-time employees shall be granted personal hours on a pro-rated basis.

**ARTICLE XXVIII**  
**LONGEVITY**

28.1: All full-time employees covered by this Agreement who have completed either five (5), ten (10), or fifteen (15) years of continuous service in a full time capacity and who have performed nine (9) months of actual work during their anniversary year, shall on the first payroll period in December following their anniversary date of hire, receive an annual longevity payment based upon the following schedule:

- A. Upon completion of five (5) years of continuous service      \$150.00
- B. Upon completion of ten (10) years of continuous service      \$375.00
- C. Upon completion of fifteen (15) years of continuous service      \$750.00

**ARTICLE XXIX**  
**DENTAL & VISION**

29.1: <u>Dental:</u>	<u>Benefits</u>
Class I Benefits (Diagnostic & Preventive Service)	100% of Reasonable & Customary Charges
Class II Benefits (Restorative, Endodontic & Periodontic Services; Oral Surgery & Limited Prosthodontic Services)	50% of Reasonable & Customary Charges
Class III Benefits (Extended Prosthodontic Services)	50% of Reasonable & Customary Charges
Class IV Benefits* (Orthodontic Services)	50% of Reasonable & Customary Charges
MAXIMUM BENEFIT PER COVERED PERSON PER BENEFIT YEAR FOR CLASS I, II, & III BENEFITS	\$1,000.00
MAXIMUM LIFETIME BENEFIT PER COVERED PERSON FOR CLASS IV BENEFITS	\$1,000.00

\*Orthodontic Services are covered only through the end of the year a covered person turns age 19.

29.2: <u>Vision:</u>	<u>Benefits</u>
Vision Examination	Subject to a \$5.00 co-pay then the Plan will pay 100% of Reasonable & Customary Charges
Frames & Lenses	Subject to a \$7.50 co-pay then the Plan will pay 100% of Reasonable & Customary Charges
Frequency	Every 12 months



**ARTICLE XXX**  
**SICKNESS AND ACCIDENT INSURANCE**

30.1:           The Employer agrees to provide each employee an opportunity to enroll in a sickness and accident insurance program insured by an insurance carrier selected by the Employer. The Employer agrees to pay the full premium for the aforementioned insurance covering all full time seniority employees.

30.2:           Employees who become totally disabled and prevented for working for remuneration or profit from a non-occupational injury and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity benefits consisting of a maximum of fifty percent (50%) of the employee's weekly wage calculated by applying forty (40) hours not including shift differential. This benefit shall be payable from the first day of disability due to accidental bodily injury or hospitalization or from the eighth day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one period of disability.

**ARTICLE XXXI**  
**SEVERABILITY AND SAVINGS CLAUSE**

31.1: If any Article or Section of this contract, or if any riders thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider hereto or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected thereby.

31.2: In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE XXXII**  
**TERMINATION OF AGREEMENT**

32.1: The Agreement shall be in full force and effect from January 1, 2007 to and including December 31, 2009, and shall continue in full force and effect from year to year and thereafter, unless written notice of the desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration.

32.2: It is further provided that were no such cancellation or termination notices served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, wither party may serve upon the other a notice, at least, sixty (60) days prior to the expiration date of the contract, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of said Agreement. The respective parties shall be permitted all lawful economic resources to support the request for revision if the parties fail to agree thereon.

**ARTICLE XXXIII**  
**WAGES**

<u>Pay</u> <u>Grade</u>	<u>Start</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	
<u>February 10, 2007 through December 28, 2007</u>					
7 Communication Specialist	14.38	15.58	16.77	17.98	502
<u>December 29, 2007 through December 30, 2008</u>					
7 Communication Specialist	14.67	15.89	17.11	18.34	502
<u>December 31, 2008 through December 31, 2009</u>					
7 Communication Specialist	14.96	16.21	17.45	18.71	502

**ARTICLE XXXIV**  
**EFFECTIVE DATE OF THIS AGREEMENT**

34.1: The Employer and the Union agree that this collective bargaining agreement shall become effective as of the date of its execution.

**LAPEER COUNTY AND**  
**LAPEER COUNTY DISPATCHERS ASSOCIATION (P.O.A.M.)**

**COMPENSATION APPENDIX**

1. **HEALTH INSURANCE**

- A. The County will establish Blue Care Network as the base HMO health insurance plan and initial base cost with the Blue Cross for Dental and Vision.

The County will pay 75% of base rate insurance annual increase in each of the contract years (2007, 2008, 2009). Employees 25% share shall be capped at a \$25.00 maximum increase per month each year.

Employees may elect an alternative County health insurance option paying the difference in premium expense from the base rate insurance, if the alternative insurance option rate is higher.

If the employee chooses an alternative County health insurance option with an 80/20 co-payment, the County will purchase a \$1,000 / \$2,000 deductible contract and self fund the plan to reflect a \$100/200 deductible to the employee. The employee will be responsible to pay the \$100 / \$200 deductible.

The County will explore offering a high-deductible insurance option at no cost to the employee.

- B. Benefit Rate:

<u>2007</u>	<u>S</u>	<u>D</u>	<u>E</u>
Base Rate	\$474.60	\$1,004.41	\$1,078.89
County Cost	\$455.99 [25.91]↑	\$ 962.63 [55.30]↑	\$1,033.99 [59.54]↑
Employee Cost	\$ 19.60 [ 6.48]↑	\$ 41.78 [13.82]↑	\$ 44.90 [14.88]↑

- C. Preferred Prescription Drug Rider:  
\$10.00 co-pay for generics and \$20.00 co-pay for non-generics.

- D. Dental: Effective 1995 \$1,000 annual maximum  
Class I Plan pays 100%  
Class II Plan pays 50%  
Class III Plan pays 50%

Orthodontic Services: 50% deductible with \$1,000 lifetime maximum

- E. Vision: FLVS-A Rider (exam, frames, and lenses every 12 months)

**2. 125 PLAN**

- A. Employees who elect not to take health, prescription, vision, and dental coverage will receive a monthly buy-out payment based on the rate of \$232.00 per month during the term of the Contract, which can be applied to 125 benefits or taken as a cash option. If taken as a cash option, all taxes will be the responsibility of the employee.

**County of Lapeer & POAM**

**February 10, 2007 – December 28, 2007**

<u>Pay</u>							
<u>Grade</u>	<u>DESCRIPTION</u>	<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
7	Communication Specialist	10	\$14.38	\$15.58	\$16.77	\$17.98	502

**Adopted 02/01/07**  
**Motion #40-07**

All employees shall be required to use direct deposit.



**County of Lapeer & POAM**

**December 29, 2007 - December 30, 2008**

<u>Pay</u> <u>Grade</u>	<u>DESCRIPTION</u>	<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
7	Communication Specialist	10	\$14.67	\$15.89	\$17.11	\$18.34	502

**Adopted 02/01/07  
Motion #40-07**

All employees shall be required to use direct deposit.

**County of Lapeer & POAM**

**December 31, 2008 – December 31, 2009**

<u>Pay</u>							
<u>Grade</u>	<u>DESCRIPTION</u>	<u>#</u>	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	
7	Communication Specialist	10	\$14.96	\$16.21	\$17.45	\$18.71	502

**Adopted 02/01/07**  
**Motion #40-07**

All employees shall be required to use direct deposit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the  
\_\_\_\_\_ day of July, 2008.

IN THE PRESENCE OF:

[Signature]  
Witness

[Signature]  
DAVID TAYLOR, Chairman  
Lapeer County Board of Commissioners  
Lapeer County Salary & Personnel Committee

[Signature]  
Witness

[Signature]  
JOHN BISCOE, County Controller/Administrator

[Signature]  
Witness

[Signature]  
VICTOR MARTIN, Director, Central Dispatch

Witness

[Signature]  
THOMAS FUNKE, Business Agent  
Dispatchers Association, POAM

[Signature]  
Witness

[Signature]  
Steward, Bargaining Committee Member  
Dispatchers Association / POAM

Lapeer County Dispatchers / POAM Supervisors  
BOC Date of Motion: February 1, 2007  
Motion #40-07