

(Ratified/1.2.09)
Signed.

AGREEMENT

Between

MANISTEE COUNTY 911 CENTRAL DISPATCH

AND

GOVERNMENTAL EMPLOYEES LABOR COUNCIL (GELC)

AND

**THE MANISTEE COUNTY 911 CENTRAL DISPATCH ASSOCIATION,
A GELC AFFILIATE**

Effective October 1st 2008 - September 30th 2011

ORIGINAL

AGREEMENT

This Agreement entered into on the 2nd day of January 2009 effective October 1st 2008, between MANISTEE COUNTY 911 CENTRAL DISPATCH, a Michigan Municipal Corporation (hereinafter referred to as the "Employer") and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, (hereinafter referred to as the "Union").

ARTICLE 1

PURPOSE AND INTENT

Section 1.1: It is the purpose and intent of the parties to this Agreement to promote the mutual benefit of the Employer and the members of the Union and to establish wages, hours and conditions of employment, to provide for the disposition of all grievances and to provide for the improved efficiency of the Manistee County 911 Dispatch Center in rendering services to the citizens of the County.

ARTICLE 2

RECOGNITION

Section 2.1: Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative of all members of the Bargaining Unit as described herein:

All full-time and regular part-time employees of the Manistee County 911 Dispatch Center for the purposes of collective Bargaining with respect to rates of pay, hours, wages, grievances and other conditions of employment. Such recognition specifically excludes Supervisors, Executives and Confidential Employees.

ARTICLE 3

AGENCY SHOP

Section 3.1:

- A. All members of the Bargaining Unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or re-entering the Bargaining Unit or pay service fee equal to dues uniformly required of members of the Union.

B. The Employer, upon receipt of a written notice from the Union that an employee is no longer a member in good standing of the Union for the sole reason that the employee has not paid the dues or service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he/she has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

Section 3.2: The Employer will deduct, upon receipt of signed authorization by individual members so long as said authorization remains in effect, dues in the amount as certified by the Union and forward the same to the Governmental Employees Labor Council (GELC) on a monthly basis after such deductions have been made. Such sums shall be accompanied by a schedule showing for which deductions have been made.

Section 3.3: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payments of any sums other than that constituting actual deduction made from wages earned by employees.

Section 3.4: The Union agrees to indemnify and hold the Employer harmless for any and all claims arising under this Article 3.

ARTICLE 4 **REPRESENTATION**

Section 4.1: All employees who are covered by this Agreement shall be represented by the Union and by representatives and the bargaining committee, to be chosen by the members of the Union.

Section 4.2: The Bargaining Committee may be composed of the same number of employees with seniority as the number of members of the Employer's Bargaining Committee.

Section 4.3: The Union shall be represented in the Grievance Procedure by one local representative, the grievant and a GELC representative if requested.

Section 4.4: It is understood that the efficient operation of the Manistee County 911 Central Dispatch Center is foremost, and accordingly no member of the committee or representative, in the performance of any Association related business, will disregard any of the rules and procedures regarding such operation and efficiency; provided, however, the Director or his/her designee will cooperate in granting of permission to investigate grievances during regular working hours.

Section 4.5: The Union or Grievance Committee, as members of the local Association, may perform the following:

- A. Processing and investigating reported members' grievances.
- B. Differences concerning the intent and application of the provision of this Agreement.
- C. Represent members at hearings or proceedings affecting rights and/or benefits provided by this Agreement.

Section 4.6: During the term of this Agreement, the Union shall inform the Employer, in writing, of the names of the Grievance Committee, and the Bargaining Committee for this local Association.

Section 4.7: Authorized representatives of the GELC shall be permitted to visit the operation of the Employer during working hours to talk with the Union steward concerning matters covered by this Agreement, as long as it does not interfere with 911 business.

Section 4.8: A local officer of the Association will be allowed to attend GELC meetings if scheduled to work on meeting dates. Two (2) paid days per year for one or two officers.

Section 4.9: The Employer will, when possible, inform the local Association officers twenty (20) days in advance, of any changes in existing rules or regulations or the establishment of new rules and regulations before such changes are made effective.

Section 4.10: Any interrogation of employees must be conducted at reasonable times and unless otherwise agreed will take place at the 9-1-1 Center in Manistee County.

Section 4.11: An employee shall not be subject to reprisal or discrimination by the Employer for exercising his/her right to commence civil litigation against any person against whom he/she claims to have a cause of action.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1: A. Rights. The Employer on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself and its designated representatives unto itself and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, including only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or recognize 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 direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion; or to determine the number of and qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving professional skills of employees for advancement. The Employer shall also have the right to discipline employees, subject to the terms of this Agreement, for just cause, transfer, layoff and recall personnel to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

B. It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, powers, and authority possessed by the Employer prior to the signing of this Agreement are retained by the Employer and remain within the rights of the Employer, regardless of whether such rights have or have not been exercised in the past.

Section 5.2: This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

ARTICLE 6

NO STRIKE

- Section 6.1:** Nature of Services. The Parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union recognized that the needs for care and service to the clients are of paramount importance and that there should be no interference with such public safety, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they be absent themselves from work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further recognizes that a strike by the employees would be illegal pursuant to Michigan law, as cited at MCL 423.202
- Section 6.2:** No Strike Pledge. The Union and employees agree not to engage in strikes, work stoppages, work slowdowns or actions to otherwise interfere with the efficient operations of the 911 Central Dispatch and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.
- Section 6.3:** Discipline and Discharge. The Employer shall have the right to discipline and discharge any employee participating in such work interferences.
- Section 6.4:** Limitation of Authority and Liability. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppages or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members. Any individual employee or group who willfully violate or disregard the arbitration and Grievance Procedure set forth in this Agreement, may be summarily discharged by the Employer without the liability on the part of the Employer or the Union.

ARTICLE 7

DEFINITION OF EMPLOYEES

- Section 7.1:** Definitions. The terms “employee” and “employees”, when used in this Agreement, shall refer to and include only those full-time and regularly scheduled part-time employees who are employed by the Employer in the collective Bargaining Unit described in Article 2. For purposes of this Agreement, the following definitions shall be applicable. “ A pay period when used in this agreement consists of fourteen (14) consecutive calendar days.” A 4-hour block when used in this agreement will mean a time period of 7-11, 11-3, or 3-7.

- A. Full-Time Employee(s): Employees scheduled on a regular basis to work 80 or more hours in a pay period shall be considered as full-time employees.
- B. Part-time Employee(s): Employees regularly scheduled to work less than 48 hours in a pay period shall be considered as part-time employees.
- C. Management shall designate at the time of hire full-time and part-time status.
- D. Relief Full-time employee(s): Employees scheduled to work eighty (80) or more hours in a 14 day pay period, but whose schedule is subject to change due to shift vacancies, shall be considered relief full-time employees.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1: Exclusive Method. The Employer and Union support and subscribe to an orderly method of adjusting grievances. To this end, the parties agree that the grievance and arbitration procedures set forth herein shall be the exclusive method utilized by them to resolve grievance disputes between them.

Section 8.2: Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Section 8.3: Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. Oral Step. Within five (5) calendar days of the occurrence of the incident-giving rise to a grievance, the employee affected shall first discuss the matter with the Director with the object of settling the matter informally. If requested by the employee, the Union president or other Union officer may be present. It is expressly understood that if a discussion with the Director is intended to be the initiation of the Grievance Procedure at the oral step, the employee shall also advise the Director of this fact at the time of the discussion. If the Director is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the oral step.

Step 2. Written Step. If the complaint is not satisfactorily resolved by the oral procedure, the Union/employee(s) affected shall reduce the complaint to a written grievance and submit it to the Director. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee with respect to those provisions; indicate the relief requested and be signed by the Union/employee(s) affected. The written grievance shall be submitted to the Director within five (5) days after the Employer's answer in the verbal procedure. Within five (5) days after the grievance is filed, a meeting shall be held between the named members of the grievance committee and the Employer. If the meeting cannot occur within a five (5) day period, it shall be scheduled for a date mutually convenient to the parties. The Director shall give the employee a written answer to the grievance within five (5) days following the Step 2 meeting.

Step 3. If the response received in Step 2 is not satisfactory to the aggrieved employee(s), the employee(s) may appeal the decision to the Personnel Committee of the Manistee County 911 Board by submitting a written notice of appeal within five (5) days after receipt of the Director's written response. This appeal must be signed by both the Union representative and the employee. The Personnel Committee shall meet and discuss the grievance at its next regularly scheduled committee meeting, provided that the written notice of appeal is received by the Director at least five (5) days prior to the next regularly scheduled meeting. The Director shall notify the Union and the aggrieved employee, in writing, at least five (5) days prior to the meeting. At this meeting, the Personnel Committee shall review the facts and each of the parties involved shall have the right to present whatever evidence and witnesses they deem necessary. Within five (5) days following the meeting, the Personnel Committee shall submit to the aggrieved employee(s) and the Union its decision in writing.

Section 8.4: Arbitration.

A. **Arbitration Request.** The Union may request arbitration of any unresolved grievance by giving written notice to the Director and the Chairperson of the Personnel Committee of its intent to arbitrate within fifteen (15) calendar days following the date the Personnel Committee's written response at Step 3 of the Grievance Procedure. The time limits for a request for arbitration may be extended by written mutual agreement. If arbitration is not so requested within the said fifteen (15) day period, the matter shall be considered settled on the basis of the Employer's last disposition.

B. **Selection of Arbitrator.** Upon receiving a request for arbitration, the parties shall jointly obtain a list of five (5) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). If no agreement can be reached, he/she shall be selected by the parties alternately striking a

name from the list. Any administrative fees or other charges, and the arbitrator's charges for his/her services and expenses shall be borne equally between the parties. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

Section 8.5: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have the power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or the retirement system in administering their plans; or to issue a ruling modifying any matter covered by a Statute or Ordinance. Further, the arbitrator shall not be empowered or consider any question or matter outside of this Agreement or to rule upon which persons the Director shall employ. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the Bargaining Unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing. The arbitrator is hereby expressly empowered to determine whether just cause existed for the issuance of discipline against an employee. The arbitrator is expressly empowered to determine whether just cause exists as to guilt of the offense(s) charged and, separately, whether there is just cause for the severity of punishment imposed. The arbitrator is expressly empowered to mitigate any discipline imposed by determination that just cause for guilt of some or all of the offense(s) charged does not exist and/or just cause for some or all of the severity of the punishment does not exist.

Section 8.6 Statutory Claims.

- A. When remedies are available for any complaint and/or grievance of any employee through any administrative or statutory procedure, except the Michigan Employment Relations Commission, such as, but not limited to, a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any Federal law pertaining thereto, and/or Civil Rights matter pursuant to Act 453 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and affected employee shall not process the complaint through any Grievance Procedure provided for in this contract.

- B. If an employee elects to use the Grievance Procedure provided under this contract and subsequently elects to utilize any statutory 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 shall be forfeited.

Section 8.7: Time Limits.

- A. Time limits provided in this Grievance Procedure shall be strictly observed. The parties recognize that it is in the best interests of the Employer, the Union, and the employees to resolve grievances as soon as possible. Every effort shall be made to expedite the process, however time limits may be waived by mutual written consent between the Union and the Employer.
- B. If the Employer does not answer the grievance within the time limits specified in the above Grievance Procedure, the grievance shall automatically progress to the next step.
- C. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- D. For the purpose of this Article, the term "days" shall be defined as "calendar days", and shall not include the day in which the grievance is presented or appealed by the Union or is answered by the Employer.

Section 8.8: Back Wages. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation/wages that he/she may have received from any source during the period of the back pay.

Section 8.9: Other Cases. No decision in any one case shall require a retroactive wage adjustment of the back pay in any other case.

ARTICLE 9
DISCIPLINE PROCEDURE

Section 9.1: Just Cause. The Director shall not discharge or discipline a non-probationary employee except for just cause. Progressive discipline for minor offenses shall be employed. The Union acknowledges that progressive discipline need not be utilized for major infractions.

Section 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. The Director shall review all files every January and June and shall remove from files said counseling memorandums that are a minimum of one (1) year old and shall destroy said memorandums.

- Section 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.
- Section 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.
- Section 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.
- Section 9.6:** Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any minor prior infractions, which occurred more than two (2) years previously.
- Section 9.7:** 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.
- Section 9.8:** Leaving Premises. Whenever possible, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with a Union representative before an employee is required to leave the property of the Employer.

ARTICLE 10

SENIORITY

- Section 10.1:** Seniority is defined to mean the length of continuous service of an employee with the Manistee County 911 Central Dispatch Center since the day and year of the employee's last date of hire, and in the event two or more employee's are hired on the same day, seniority preference shall be determined by lottery drawing.
- Section 10.2:** The Employer shall post a seniority list, which provides the names, classifications and seniority dates of all employees in the Bargaining Unit annually.

Section 10.3 There shall be no limit regarding the amount of times an employee shall have access to his /her personnel file.

Section 10.4: Probation: 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 may be terminated for any reason or no reason at 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.

Section 10.5: 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.

Section 10.6: Grounds for Loss of Seniority. Seniority shall accumulate until terminated for one of the following reasons:

- A. In the event an employee separates from employment.
- B. In the event the employee is discharged and the discharge is not reversed.
- C. In the event the employee is absent for three (3) consecutive working days without properly notifying the Employer, unless an acceptable explanation to the Employer is received regarding both the absence and failure to notify. Employees will notify the Employer promptly and before the start of the shift when necessity for absence becomes apparent and failure to so notify shall result in discipline, up to and including discharge.
- D. In the event an employee, upon proper notification of recall from layoff, fails to respond within five (5) days of the recall notice regarding his/her desire to return to work or fails to report to work within fourteen (14) calendar days following notification. Notification to employees by first-class mail addressed to the last know address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his/her proper address on record with the Employer. Nothing in this item (D) shall be deemed to preclude the Employer from filling any vacancy, caused by the failure of an employee to report promptly after notification, in such manner as the Employer shall determine until such employee reports for work or has lost his/her seniority under this provision.

- E. 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.
- F. 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.
- G. In the event an employee fails to report for work at the expiration of a leave of absence unless an explanation acceptable to the Employer is given.
- H. 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.

Section 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.

Section 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 11

LAYOFF AND RECALL

Section 11.1: Seniority shall apply to layoff and recall as follows:

- A. When a reduction in work force occurs, probationary employees shall be laid off first, and then non-probationary employees with the least seniority will be laid off.
- B. Employees shall be recalled in the reverse order of their layoff. In a classification, probationary employees shall not be recalled or new hires made until all employees with seniority have been recalled.

ARTICLE 12
TRAINING

Section 12.1:

- A. The Employer shall pay the tuition, expenses, and provide proper transportation for training when assigned by the Employer.
- B. Any employee assigned by the Employer to attend training will report hours spent in active training as hours worked consistent with the Fair Labor Standards Act.
- C. Employees will receive mileage reimbursement when they are required to use their personal vehicle at the rate established by the 911 Board where the training is held outside of Manistee County.
- D. Employees who have been assigned to attend training shall receive credit for time spent in travel to and from the training consistent with the Fair Labor Standards Act.
- E. Employees shall be eligible for Meal and Travel Policy reimbursement when they are assigned to training off the premises of the 911 facilities.

ARTICLE 13
WORK SCHEDULE

Section 13.1: Shift Schedules. Seniority employees shall have the right to select shift preference by seniority, provided the Director shall have the discretion to assign shifts or deny shift choices to assure efficient operations of Central Dispatch or to prevent a shift from becoming too heavy with low senior employees, provided, however, the Director's decision shall not be arbitrary or capricious. If it's determined that a displacement is needed, the employee with less seniority shall be the one displaced.

Section 13.2: Posting.

- A. Shift schedules will be posted at least 14 days prior to the effective date for regular and relief full time employees.
- B. Mandatory shift schedule changes may be made up to two days (48 hours) prior to the effective date for relief full time employees.

Section 13.3: Changes. Changes will be made with as much advance notice as feasible. Schedule changes will be limited to two (2) times a year unless it is an emergency. Affected Employees will have the option of picking vacations again if schedules change.

Section 13.4: Normal Work Assignment. An employee's regular work schedule shall consist of 84 hours in a pay period. The normal shift shall consist of twelve (12) consecutive hours commencing from the start of the employee's regularly scheduled shift, and a period of no less than eight (8) hours off will be granted to employees between shifts unless the Employer is forced to cover shifts due to emergency situations. These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or as a limitation of the Employer's right to schedule or require work in excess of the normal workday or normal work period.

Section 13.5: Shift Trading. Trades shall not cause overtime to be paid to any employee. The employee requesting the trade must document in writing to the Director the dates of the trade request at the time of the trade. Employees need not seek prior approval for such trades from the Director. If employees fail to comply with trade policy, program will end at sole discretion of Director.

Section 13.6: Staffing. A minimum of two (2) dispatchers will be on duty at all times.

Section 13.7: Shift Premium. Employees working on shifts between the hours of 7:00 p.m. and 7:00 a.m., which will be considered as the evening shift, shall receive a shift premium of twenty-five (.25) cents per hour in addition to their regular hourly rate for all straight time hours worked. There shall be no pyramiding of premiums.

ARTICLE 14

COURT TIME

Section 14.1: In the event an employee is subpoenaed for work related court appearances, at times they are not scheduled for work, shall receive a minimum of two hours' pay or time and one-half at their normal hourly rate, whichever is greater, for in-court time worked. In-court time shall be computed from the time the employee arrives at the Director's office until such time as he/she returns, but shall exclude lunch or dinner hour recesses of the Court.

ARTICLE 15

JURY DUTY

Section 15.1: In the event of Jury Duty, an employee shall sign over the Court check and get paid for the straight twelve (12) hour shift, provided the employee was scheduled to work during such Court time. In the event the employee's services were not necessary the full shift, the employee will be expected to return to duty.

ARTICLE 16
OVERTIME

Section 16.1:

- A. A regular work Schedule is Eighty four (84) Hours during a fourteen (14) consecutive work- day period.
- B. Time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of Twelve (12) hours in one (1) work day, or Eighty-four (84) Hours in one (1) payroll period.
- C. All overtime hours must be authorized by the Director or his/her designee.

Section 16.2: Overtime Procedure. When a vacancy occurs in the work schedule the Relief Position can be assigned to fill the vacancy when possible and not incur overtime. When Overtime is necessary or is approved by the Employer, the following steps shall be utilized. Management reserves the right to offer to adjust the overtime hours to accommodate shift coverage.

Step 1: Part-time people who have not worked 40 hours that week shall be called first.

Step 2: Persons who are on pass will be offered by seniority
Senior Person
Junior Person

Step 3: On-duty persons shall be offered by seniority.
Senior person
Junior person

Step 4: Available persons coming in shall be offered by seniority.
Senior person
Junior person

Step 5: Mandatory order of overtime shall be made to:

Junior person on duty
Junior person coming in
Junior person on pass

Section 16.3: Call-In Pay. When employees are called in to work by the Director not incidental to their shift, they shall be guaranteed a minimum of two (2) hours pay at time and one-half (1 1/2) their regular rate of pay. Except when immediately before or after his/her shift, then pay will be for actual time worked.

Section 16.4: Time Limits. No employee shall voluntarily accept overtime, which exceeds two (2) consecutive days of 16 hours of continuous duty. This shall include regular scheduled hours and overtime hours combined. No employee will work an 18-hour shift unless it is an emergency or that employee is not scheduled to work the next day.

ARTICLE 17
INJURIES/EQUIPMENT

Section 17.1: All injuries to employees during employment, and damage to private or the Employer's property shall be immediately reported and shown to the Employer as soon as such damage is ascertained. Private items damaged by accident and not negligence will be replaced at the discretion of the Employer based on written replacement estimates.

ARTICLE 18
UNIFORMS

Section 18.1: Uniforms and Equipment. At such time as an employee who is required to wear a uniform is hired, the Employer shall furnish the employee with uniforms and such additional equipment as the Employer deems necessary for performance of the employee's work.

Section 18.2: Uniform Allowance. The Employer shall pay, separate from payroll, two hundred dollars (\$200.00) per calendar year for uniform maintenance to each employee required to wear a uniform. Uniform allowances shall be paid in the month of January each year. In the event an employee is terminated, the uniform allowance will be prorated and paid back to the Employer.

ARTICLE 19

HOLIDAYS

Section 19.1: All employees covered by this Agreement who qualify, as defined in the next section, shall receive eight (8) hours of holiday pay at their straight-time hourly rate for each of the designated holidays in this Article.

Section 19.2: In order to qualify for holiday pay, the employee must have worked his/her scheduled workday prior to, day of, and day following the holiday. Failure to comply will result in loss of holiday pay.

Section 19.3: The following shall be holidays under this Agreement:

New Year's Day	President's Day
Easter	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	Day before Christmas
Employee's Birthday	Flag Day
Veteran's Day	

(When an employee's birthday and a holiday fall on the same day, the employee shall be granted another day off during the same pay period.)

Section 19.4: Employees who work on any of the above named holidays shall receive the holiday pay provided in the first section of this Article plus time and one half the regular hourly rate for all hours worked on the holiday, and two (2) times the regular hourly rate for all overtime hours.

Section 19.5: Compensatory Time.

- A. If desired an employee may request to receive compensatory time in lieu of Holiday pay for a maximum of 104 hours of compensatory time. This time will not be available to be taken on holidays or at any time that will cause overtime. The maximum amount of Compensatory time that may be rolled over to the next consecutive year is twenty-four (24) hours.
- B. Compensatory Time Use. Employees will announce, by seniority, the amount of holidays they wish to claim as compensatory time, between December 1st and 31st of each year, provided a one (1) year schedule has been posted and maintained. At this time, in order of seniority, employees may choose the specific days in which they wish to use compensatory time. The unused compensatory time will be awarded on first-come, first-serve basis and shall be scheduled by giving the Director at least five (5) days advance written notice. Employees may change or cancel compensatory time by giving the Director at least fifteen (15) days advance written notice.
- C. Compensatory Time may be taken in increments of eight (8), or twelve (12) hours.

ARTICLE 20

MEDICAL-DENTAL-LIFE-LIABILITY INSURANCE

Section 20.1:

- A. The Employer has the discretion to change insurance carriers, plan design, third party administrator, or to self-insure so long as the coverage is not reduced as a result. The Employer will not, however, be responsible for changes made by the carrier that may reduce coverage.
- B. Manistee County Central Dispatch 911 will provide for eligible full-time employees and their eligible dependents, the Blue Cross Blue Shield Community Blue PPO option III plan, with Prescription Drug coverage Co-pay of \$10 Generic/\$40 Legend and \$15.00 office Co-pay. The following riders have been attached to the Community Blue PPO Option III Plan:
1. Rider CBMH50%, Mental Health Co-pay,
 2. Rider CBPCM, Preventative Care Maximum,
 3. Rider PCD, Prescription Contraceptive Devices,
 4. Rider PD-CM, Prescription Contraceptive Medications,
 5. Rider MOPD-2X, 90-Day Mail Order Prescription Drugs.
 6. Vision Service Plan (VSP)
- C. For those employees who enroll in the health insurance coverage, the employer shall fund an HRA (Health Reimbursement Account). Unused HRA funds will roll over from year to year.
1. The annual deposit amount for each employee shall be as follows:
 - a. \$1,250.00 effective ~~October 1st 2008.~~ *Jan. 2, 2009*
 - b. \$1,250.00 effective October 1st 2009.
 - c. \$900.00 effective October 1st 2010.
 2. The plan year shall be October 1st thru September 30th.
 3. Termination of Employment. In the event an employee terminates employment, no additional deposits will be made into their HRA. Claims for valid HRA expenses incurred during the plan year prior to termination of employment can be submitted until the end of the plan's runoff period (March 31st). The employee will only be reimbursed for those medical expenses incurred from October 1st of the current plan year through the employee's termination date. Any fund balance remaining after March 31st will revert to Manistee County 9-1-1.

4. **Retirement.**

- (a) In the event an employee retires under sixty-five (65) years of age, the fund balance remaining in their HRA may be used for health insurance premiums and/or medical-related expenses until exhausted. The retiree will be responsible for paying the monthly administration fee associated with their HRA (currently \$4.50/month).
- (b) Administration fee payments are due in advance on the last day of each month preceding the month of coverage. Non-payment or delinquency of the administration fee will result in termination of the HRA and any fund balance will revert to the County.

5. **Death.** Upon the death of an employee, former employee or retiree, claims from valid HRA expenses incurred during the plan year may be submitted by the spouse or covered family member until the end of the plan's runoff period (March 31st). Reimbursement will only be allowed for those medical expenses incurred from October 1st of the current plan year through the date of the employee/retiree's death. Any fund balance after March 31st will revert to Manistee County 911.

D. **Premium Cost Sharing.**

1. **Plan Upgrade:** An employee may enroll as an option in a higher benefit level plan than the PPO 3 and/or in a family continuation rider by paying the premium differential by payroll withholding.

- (a) The Employer's cost for the PPO 3 Plan shall be the benchmark for determining the differential.

2. **Family Continuation.**

- A). Employees who were employed prior to January 1st 2003 shall pay fifty percent 50% of the cost associated with Family Continuation.
- B). Employees who were employed after January 1st 2003 shall pay 100% of the cost associated with Family Continuation.

- E. **Cash Option.** The Employer shall provide an annual waiver/opt out option for employees who present evidence that they are covered by other insurance, paid in a separate check on the first pay period in the months of March and September prorated on a calendar year basis and paid at an annual rate based on 25% of the premium cost for the health insurance coverage for which the employee would otherwise be eligible. The opt out waives dental insurance.

- F. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and their eligible dependents during an employee's absence on paid sick leave.
- G. The Employer agrees to pay full premium for the employee and their eligible dependents for the co-payment prescription drug program. Effective March 1st 2006, the prescription co-pay will be \$10 Generic/\$40 Legend. A maintenance drug program is available under the Blue Cross/Blue Shield MOPD-2X Rider, Mail Order Prescription Drugs, and the co-pay is two times (2) the regular co-pay cost.
- H. Effective September 25, 1998, Manistee County commenced a cancer insurance plan through the American Family Life Assurance Company (AFLAC) for all County employees enrolled under its Blue Cross/Blue Shield Option 1 health insurance Plan. A permanent rate of \$9.50 will be paid to current and future employees for the purchase of cancer insurance through AFLAC. Effective January 1, 2000, this amount can be applied toward the continuation of AFLAC cancer insurance coverage, any cafeteria benefit or taken in cash. The employee may choose to include their spouse/family on that cancer plan through payroll deduction. If the employee has an AFLAC cancer benefit already in effect, the employee may choose to keep that plan in effect and Manistee County will pay that employee \$9.50 per month.
- I. Employees who are scheduled to work Forty Eight (48) hours or less per pay period shall not be entitled to health insurance or fringe benefits as defined in this contract. Fringe benefits are to mean health, life, dental insurances and paid prescription programs.
- J. Manistee County 911 will provide all eligible active employees and their eligible dependents a dental Care Coverage Plan (50/-50/-50/ \$800).
- K. All insurance coverage agreed to by the parties for new employees shall begin on the first (1st) day of the following month if their employment date began prior to the 15th day of the previous month. If employment began after the 15th, the new employee's coverage begins on the first (1st) day following the next full month. The employee must be actively at work during this waiting period to remain eligible. In the case of an extended period of sickness, an employee will remain on the County's insurance plans pursuant to the Family Medical Leave Act provisions in Manistee County 911 Policy Book. In the case of layoff, all insurance coverage will be terminated at the end of the month in which the employee was laid off. In the case of resignation, termination or discharge from employment, all insurance shall be

terminated on the effective date of such resignation, termination or discharge. Insurance coverage for employees on worker's compensation shall continue for one (1) year from the last day of actual work.

Employees returning to work in any of the cases listed above must comply with the minimum hours per week provision, regardless of hire date, as set forth in Section 20.1(F) to retain and/or regain fringe benefits. All part-time employees that have in excess of thirty (30) days of continuous employment shall be eligible for full-time fringe benefits on the day they become full-time employees.

Section 20.2: It shall be the responsibility of the employee to notify the Employer of all changes in their personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Administrative Assistant within thirty (30) days of the event.

Section 20.3: Legal Representation For Employees and Police Professional Liability Insurance. The 911 Board shall provide, at its own expense, such legal assistance as shall be required or needed by an employee as result of acts occurring when and while said employee was in good faith performance of his/her duties and responsibilities.

The 911 Board shall further keep in effect and maintain a liability policy insuring each employee in the amount of not less than is presently being carried for any claim, suits, and/or judgments against the employee and occasioned by the employee's employment. In the event the 911 Board shall fail to maintain such a policy, the 911 Board shall agree to assume and pay any claims, suits, or judgments rendered against the employee, which arise out of his/her employment.

Section 20.4: Life Insurance. The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$15,000, while employed.

ARTICLE 21 **VACATIONS**

Section 21.1:

A. All employees during their first year of employment while on probation shall earn vacation using their date of hire, but the employee shall not be entitled to take such vacation until they successfully complete the probationary period. Employees who do not successfully complete the probationary period shall not be entitled to pay for the vacation time earned during their probationary period. After completing one (1) year, all employees shall, during each calendar year, accrue vacation benefits, which shall be used for vacation during the next succeeding calendar year.

which shall be used for vacation during the next succeeding calendar year. All employees who, in the calendar year, progress to the next vacation accrual level (i.e., complete five (5) years or ten (10) years of continuous service), shall receive an additional 48 hours of vacation time on January 1, of the employee's anniversary year. If employment is terminated prior to the actual anniversary date the increased vacation time will be deducted from the final pay due the employee at termination.

Holidays, paid sick leave, vacation time, and approved time off shall be deemed days worked for purposes of this section.

Vacation benefits will be prorated based upon the actual hours worked in the calendar year in which such benefits accrued.

- B. Subject to subparagraph A hereof, employees shall receive Eighty Four (84) Hours paid vacation after one (1) year of continuous employment; One Hundred Twenty (120) hours paid vacation after five (5) years of continuous employment; and One Hundred Sixty Eight (168) hours paid vacation after ten (10) years of continuous employment. One hundred eighty (180) hours paid vacation after fifteen (15) years of continuous employment; One hundred ninety two (192) hours paid vacation after twenty (20) years of continuous employment, and two hundred four (204) hours paid vacation after twenty five (25) years of continuous employment. Forty four (44) hours of the remainder of the vacation time may be taken in Four (4) hour blocks if the employee chooses to do so and is approved by the Director.
One vacation day's pay shall equal the product of the employee's regularly scheduled hours of work and the employee's straight-time hourly rate.
- C. Employees must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. Vacation time not taken shall not accumulate. In the event an employee is unable to schedule all vacation days, time may be paid or carried over from one calendar year to the next with 9-1-1 Board approval, but must be used by March 31st of that year.
- D. Employees will select their regularly scheduled vacations by seniority between December 1st to 31 of each year, provided a one (1) year schedule has been posted and maintained. The unused vacation time will be awarded on first-come, first-serve basis and shall be scheduled by giving the Director at least five (5) days advance written notice. Employees may change or cancel vacations by giving the Director at least fifteen (15) days advance written notice. Only one (1) employee will be allowed off at a time in a twenty four (24) hour period, unless other arrangements can be made and approved by the Director.

- E. Employees who retires or who quit shall be entitled to payment at their straight-time hourly rate for accrued but unused vacation time. If an employee dies, the Employer shall pay to the spouse or that person or persons the employee designates as the next of kin, accrued but unused vacation pay. This section shall also apply to employees who are laid off.
- F. An employee shall not be mandated or otherwise made to work any of their scheduled pass days during a vacation period which is to include any other approved time off, unless deemed an emergency situation by the Director, provided that the vacation is scheduled and approved by the Director, and a minimum of two (2) days of vacation are scheduled.

Section 21.2: Vacation Period.

- A. When a holiday is observed by the Employee during a scheduled vacation, the vacationing employee will receive an extra day's pay, or the vacation will be extended one day, at the employee's choice.
- B. A vacation may not be waived by an employee and extra pay received for work during that period. Vacation time not taken shall not accumulate.
- C. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her unused vacation time will be rescheduled at a later date, or the employee may choose to be paid for unused time.

ARTICLE 22
SICK LEAVE

Section 22.1: Sick Leave

- A. The Employer will provide a short-term disability policy for non-duty illness and injury. All full-time employees shall be eligible for sickness and accident insurance coverage in an amount equal to seventy percent (70%) of their normal gross weekly wage, based upon eighty four (84) hours in a pay period at straight time. These benefits shall be payable from the first day of disability due to accidental bodily injury or hospitalization, or the seventh day of Physician approved disability due to sickness, for a period not to exceed twenty-six (26) weeks per occurrence.
- B. In all cases of absence due to illness, the employee shall notify the Director, or in his absence, the on duty dispatcher at least two (2) hours before the start of his/her scheduled shifts. In the event the absence is three (3) days or more, the immediate supervisor may require a doctor's certificate before the employee returns to work. The immediate supervisor may also require a doctor's release to return to work.

- C. During the period an employee is off work on compensated sick leave, the Employer will continue to pay the employee's cost of hospitalization insurance, benefits will continue to accrue according to contract provisions.
- D. Sick leave benefits will not be payable for a period during which the employee is receiving benefits under the Michigan Worker's Compensation Act.
- E. Paid Personal Leave. It is agreed that employees shall be granted paid personal leave under the following conditions and guidelines.
1. On January 1st of each year, employees shall be credited with 48 hours paid personal time per year.
 2. Each day of personal leave credit shall equal one shift of pay at the employee's straight time wage, when personal leave is taken in the minimum of four (4) hours.
 3. One employee per day, on first-come, first-serve basis, will be entitled to utilize personal leave. Employees will endeavor to give the Employer as much advance notice of use as possible, but not less than 48 hours unless sick or an emergency. A minimum of two (2) hour notice shall be given if sick or an emergency. Once paid personal time off is taken by an Employee by calling in last minute, or within the time period of 48 hours, said time off may not be cancelled by the employee.
Personal time may be taken in the minimum of four (4) hour blocks. Only one (1) employee will be allowed off at a time in a twenty four (24) hour period, unless other arrangements can be made and approved by the Director.
 4. On the first pay in January, the Employer will pay 100% of unused personal leave, not banked, at the most current December 31st base pay rate, a maximum of 48 unused personal hours.
 5. An Employee may accumulate personal leave time in a bank to a maximum of 84 hours.

ARTICLE 23
FUNERAL LEAVE

- Section 23.1:** A. Upon the death of any member of the immediate family, as hereinafter defined, of any employee, such employee shall be entitled to three (3) days off with pay, provided, that such three (3) days shall be consecutive and include the day of the funeral. If the Funeral is outside the State of Michigan, the employee shall be entitled to five (5) days off with pay, provided that the five (5)

days shall be consecutive and shall include the day of the funeral. Immediate family is defined as spouse, child, and father, mother, brother, sister, mother-in-law, father-in-law, member of the employee's household, grandchild or grandparents, or stepchild, Or brother-in-law or sister-in-law, and stepparents.

ARTICLE 24

WAGES

Section 24.1: Employees shall be paid bi-weekly.

Section 24.2: The following schedule of wages rates shall be paid based on 2184 hours of work per year. Any wage increases shall be paid retroactively to those employees actively employed on the date of ratification of this Agreement.

Pursuant to Article 24, Wages, the wage increase for October 1st 2008 shall be 2.5% across all steps. The salary schedule shall be as follows:

A.	1-12 Months	\$12.54/hr
B.	After one (1) year	\$13.63/hr
C.	After two (2) years	\$14.94/hr
D.	After three (3) years	\$15.72/hr
E.	After four (4) years	\$16.07/hr
F.	After five (5) years	\$16.45/hr

Pursuant to Article 24, Wages, the wage increase for October 1, 2009 shall be 2.5% across all steps. The salary scheduled shall be as follows:

A.	1-12 Months	\$12.85/hr
B.	After one (1) year	\$13.97/hr
C.	After two (2) years	\$15.31/hr
D.	After three (3) years	\$16.11/hr
E.	After four (4) years	\$16.47/hr
F.	After five (5) years	\$16.86/hr

Pursuant to Article 24, Wages, the wage increase for October 1, 2010 shall be 2.5% across all steps. The salary scheduled shall be as follows:

A.	1-12 Months	\$13.17/hr
B.	After one (1) year	\$14.32/hr
C.	After two (2) years	\$15.69/hr
D.	After three (3) years	\$16.51/hr
E.	After four (4) years	\$16.88/hr
F.	After five (5) years	\$17.28/hr

ARTICLE 25
PENSION

Section 25.1: A. The pension provisions now in effect for employees covered by this Agreement shall be continued. Effective January 1, 1984, the employer will assume all of the employee contributions to the pension program. Effective January 1, 1992, an eight (8) year vesting period shall be added to the Plan (V-8). Effective as soon as can be implemented, the Employer will provide all eligible Employees the annual MERS Benefit B-4 (2.5%), FAC-5 (final average compensation, which is the highest five consecutive years of full-time service), V-8 (vested in eight years). Employee to pay increase in cost from B-2 to B-4 of 2.52% of payroll.

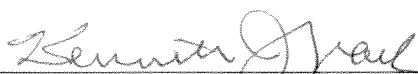
B. For the purpose of this Article, the employee must work at least ten (10) four (4) hour days per calendar month to qualify for pension benefits.

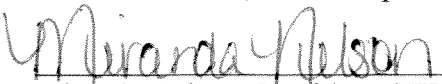
C. A participating municipality may exclude temporary employees from membership in the retirement system.


ARTICLE 26
DURATION


This Agreement shall be effective on the first day of October 1st 2008 and shall remain in full force and effect until the thirtieth (30th) day of September 2011. It shall automatically be renewed from year to year thereafter unless either party shall on or before, ninety (90) days prior to the expiration date notifies the other, in writing, that it desires to modify, alter, negotiate, change or amend this Agreement.

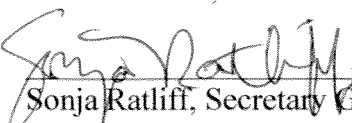
GOVERNMENTAL EMPLOYEES
LABOR COUNCIL


Kenneth J. Nash, Labor Representative


Miranda Nelson, President GELC


Alvin Rischel, V.P. GELC



Deb Anderson, Treasurer GELC

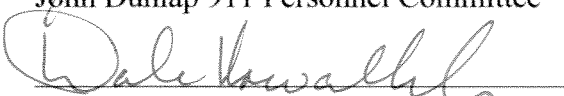

Sonja Ratliff, Secretary GELC


MANISTEE COUNTY 911 AUTHORITY


Wayne Beldo 911 Board Chairman


Carl Rutske 911 Personnel Committee Chair


John Dunlap 911 Personnel Committee


Sheriff Kowalkowski 911 Personnel Committee


James Espvik, 911 Director