

**A G R E E M E N T**

**between**

**MONTCALM COUNTY CENTRAL DISPATCH AUTHORITY**

**-and-**

**GOVERNMENTAL EMPLOYEES LABOR COUNCIL**

**For the Period of  
January 1, 2010 - December 31, 2014**

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## A G R E E M E N T

THIS AGREEMENT, entered into this \_\_\_ day of December, 2009, effective January 1, 2010, through midnight, December 31, 2014, by and between the **MONTCALM COUNTY CENTRAL DISPATCH AUTHORITY** hereinafter referred to as the "Employer" and the **GOVERNMENTAL EMPLOYEES LABOR COUNCIL**, together hereinafter referred to as the "Union."

### PREFACE

WHEREAS, the general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Montcalm County Central Dispatch Authority in its capacity as Employer, the employees, the Union, and the people of the County of Montcalm; and

WHEREAS, the parties hereto recognize that the interest of the Montcalm County Central Dispatch Authority and the job security of the employees depend upon the Employer's success in establishing proper services for the County; and

WHEREAS, the Employer and the Union agree that the description of the collective bargaining unit contained herein is appropriate and desire to maintain such collective bargaining unit; and

WHEREAS, to these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees;

NOW, THEREFORE, the parties agree as follows:

### RECOGNITION

**Section 1.1. Collective Bargaining Unit.** The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1967, as amended by Act No. 369, Public Acts of 1965, for all employees employed by the Employer in the following described unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

All permanent, full-time, non-supervisory employees in the Montcalm County Central Dispatch Authority occupying the positions of permanent full-time Emergency Communications Operator, EXCLUDING the Director, Assistant Director, part-time emergency communication officers and all other employees.

**Section 1.2. Definitions.** The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent, full-time employees who are employed by the Employer in the collective bargaining unit described in Section 1.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

- A. **Permanent, Full-time Employee.** A permanent, full-time employee is an employee who is working a normal workweek on a regular schedule at a job classified by the Employer as permanent.

**Section 1.3. Other Agreements.** The Employer agrees that it will not enter into any agreement with employees individually or collectively which conflicts with or is contrary to the express terms of this Agreement.

### **UNION REPRESENTATION**

**Section 2.1. Collective Bargaining Committee.** The Employer agrees to recognize a collective bargaining committee of the Union composed of not more than three (3) employee representatives, including the President of the Union. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for the employees as provided in the Grievance Procedure. Members of the collective bargaining committee shall also meet with the Montcalm County Central Dispatch Authority for the purpose of negotiating modifications of this Agreement. The Union may also have a secretary and non-employee representative present. The Union shall furnish the Employer, in writing, the names of its collective bargaining committee members.

In order to facilitate negotiation and grievance procedures, members of the Union who are on appropriate committees shall be given time off with pay (if the meeting occurs during his or her shift) to be present at such meetings; provided such absence is possible without causing the Montcalm County Central Dispatch Authority to pay overtime and without seriously curbing service. If either of the latter may result, the meetings shall be held at hours which will avoid such consequences.

### **UNION SECURITY AND CHECKOFF**

**Section 3.1. Agency Shop.** All employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, pay to the Union an amount of money equal to that uniformly paid by employees in the bargaining unit who are members of the Union which shall be limited to the amount of money equal to the Union's regular dues. For present employees, such payment shall commence thirty-one (31) days after the effective date of this Agreement, or the one hundredth (100th) day after their date of employment, whichever is later. For employees hired after the effective date of this Agreement, payment shall commence the first full month of a six (6) month period of employment. Employees shall be deemed to be in compliance with this Section if they are not more than sixty (60) days in arrears in payment of membership dues or whichever is appropriate.

**Section 3.2. Checkoff.**

- A. The Employer agrees to deduct from the regular biweekly pay of each employee of the bargaining unit the Union's dues or service charge for the following month subject to all of the following subsections.

- B. The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- C. The Union shall exclusively use the following checkoff authorization form as herein provided for:

**CHECKOFF AUTHORIZATION FORM**

Governmental Employees Labor Council  
 Membership  
 Stanton, Michigan

\_\_\_\_\_ Union

\_\_\_\_\_ Service Charge

I hereby request and authorize you to deduct from wages hereafter earned by me while in the employ of the Montcalm County Central Dispatch Authority, my GELC Union dues or service charge (check one of above) of one (1) hour of pay per pay period. The amount deducted shall be paid on a monthly basis directly to the Treasurer of the Union, with a courtesy copy to the Local Secretary according to the Agreement reached between the Employer and the Union. This authorization shall remain in effect until, by written notice to the Employer, I request its revocation.

---

PRINT: Rank                      Last Name                      First Name                      Middle Initial

Date deduction to start:

---

Signature

---

Address

---

City                                      State                      Zip

- D. All check-off authorization forms shall be filed with the Personnel Officer who may return any incomplete or incorrectly completed form to the Union's Treasurer, and no check-off shall be made until such deficiency is corrected.
- E. The Employer shall check-off only obligations which come due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.

- F. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after their remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- G. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.
- H. Deductions for any calendar month shall be remitted to the Treasurer of the Union not later than the fifteenth (15th) day of each month.
- I. The Treasurer of the Union shall be responsible for advising the Employer in writing of all new employees subject to the provisions of this Section and the amount of Union initiation membership fees and monthly Union dues.

#### **RIGHTS OF THE EMPLOYER**

**Section 4.1. Reserved Rights.** It is understood and hereby agreed that the Montcalm County Central Dispatch Authority shall reserve and retain, solely and exclusively, all of its inherent and customary rights, power, functions, and authority of management to manage the Employer's operations, and their judgment in these respects shall not be subject to challenge. Except as these rights are limited by this Agreement, these rights vested in the Montcalm County Central Dispatch Authority include, but are not limited to, those provided in statute or law along with the right to direct, hire, promote, transfer, layoff, assign, and retain employees in positions within the Montcalm County Central Dispatch Authority consistent with the employee's ability to perform assigned work, and further, to suspend, demote, discharge for just cause, or to take such disciplinary action as is necessary to maintain the efficient administration of the Employer. It is also agreed that the Employer has the right to determine the methods, means, and personnel, by which the business of the Employer shall be conducted; to determine the nature and number of facilities, departments, and their locations; to establish classifications of work and the number of personnel required, to study and use improved methods and equipment and outside assistance if necessary; to establish and change work schedules; to reduce or increase the size of the working force; and to take whatever action is necessary to carry out the duty and obligations of the Employer to the taxpayers, provided it is not inconsistent with this Agreement. The Employer shall also have the right to make reasonable rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of this Agreement.

#### **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 5.1. Definition of Grievance.** A grievance is any dispute between the parties or between the employees and the Employer, with respect to or concerning the interpretation or



application of this Agreement or any terms or provisions of the rules and regulations of the Montcalm County Central Dispatch Authority, consistent with Section 15.5.

**Section 5.2. Grievance Procedure.** All grievances shall be in writing and shall include: time, date, alleged contractual violations or written rules or regulations that are the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the Grievant and the Union representative.

- A. **Step One:** If an employee or the Union has a grievance, the Grievant shall, within five (5) days of the occurrence of the incident which gave rise to the grievance, submit the matter in writing to the Director or his/her designee. The Director shall acknowledge receipt of the grievance with his/her signature and by entering the time received. A copy of the acknowledged grievance shall be returned to the Grievant or his/her representative. A meeting shall be arranged by the representatives who signed the grievance, insofar as is practical, with the Director to discuss the grievance. The Director shall give his/her written answer not later than five (5) days after such meeting. Any settlement of a grievance which concerns economics shall not be final until approved by the Montcalm County Central Dispatch Authority or its designee.
- B. **Step Two:** If the Director's answer in Step One is unsatisfactory to the Grievant, the Grievant (whether an employee or the Union) may, within five (5) days from receipt of the Director's answer, appeal the matter to the Montcalm County Central Dispatch Authority Personnel Committee by submitting a written notice to the Director. A meeting among the Montcalm County Central Dispatch Authority Personnel Committee, Director, Grievant, and Union representative shall be held within ten (10) days of the date of notice to the Director to try to resolve the matter. The Employer shall render a written decision within five (5) days from the date of meeting. Both the parties shall reserve the right to have non-employee representatives participate in the meeting.

**Section 5.3. Arbitration Request.** If the grievance is not satisfactorily resolved in Step Two, the Union may request arbitration by notifying the Employer in writing within fifteen (15) days after receipt of the Employer's answer in Step Two. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

**Section 5.4. Selection of Arbitrator.** Upon receipt of a timely request for arbitration, the parties shall obtain a panel of arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike a name from the panel and the remaining name shall serve as the arbitrator. The fees and expenses shall be shared equally between the Employer and the Union.

**Section 5.5. Arbitrator's Powers.** The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify any provision of this Agreement, or the written rules and regulations of the Authority, and his/her decision shall be limited to the application and interpretation of the above, and to the specific issues presented to him. No decision of the arbitrator shall contain a

retroactive liability beyond the date of the written grievance. If the issue of arbitrability is affirmatively decided, the arbitrator shall have no authority to award interest on monetary awards. The decision of the arbitrator shall be final and binding on the Union, the Employer and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

**Section 5.6. Witnesses.** If the Employer or the Union requests that the aggrieved employee or other necessary persons be present at any step or steps of the grievance procedure to participate in discussion, they will be required to do so.

**Section 5.7. Expedited Grievance.** Grievances concerning discharge or disciplinary suspension may be filed within five (5) days following such action at Step Two of the grievance procedure.

**Section 5.8. Time Limitations.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The Union shall retain the right to advance to arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

**Section 5.9. Time Computation.** Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

**Section 5.10. Grievance Form.** The grievance form is attached hereto as Appendix B.

**Section 5.11. Special Conference.**

- A. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include the agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth on the agenda, but it is understood that these special conferences shall not be for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement. Special conferences shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special conferences.
- B. The Union's representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting for which a written request has been made.

- C. Employee representatives of the Union at special conferences shall be paid by the Employer for the time spent in special conferences but only for the straight time hours they would otherwise have worked on their regular schedule.

### **PROHIBITED ACTIVITY**

**Section 6.1. No Strike - No Lockout.** The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public's health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any other acts that interfere in any manner with or to any degree with the services of the County, as long as this Agreement is in force.

**Section 6.2. Penalty.** Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the Director deems appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 6.1 of this Agreement. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 6.1 of this Agreement.

### **HOURS OF WORK AND OVERTIME**

**Section 7.1. Work Day/Period.** The normal shift for full-time dispatchers shall be twelve (12) hours. The regular work period is eighty (80) hours per pay period (3-12's & 1-8 in one week and 3-12's in the other week). For a full work period, dispatchers will receive 82 hours of pay (76 hours of straight time, plus 4 hours of overtime (equal to 6 hours of pay). However, the Authority may change the shift schedule as it determines necessary for operational or financial purposes. In the event that the length of normal shift is modified, at least fourteen (14) days' written notice be provided to the GELC president and the GELC shall be allowed the opportunity for input prior to implementing the change.

**Section 7.2. Work Schedule.** The Director shall prepare work schedules in accordance with the following and such schedules shall be posted one month in advance. It is the intent of the parties that the work schedule shall consist of consecutive workdays and to minimize or delete, if possible, split pass days.

**EMERGENCY COMMUNICATIONS OFFICERS-** Twelve (12) hours per day and three (3) days per week. Every other week an additional eight (8) hour day will be scheduled.

**TEMPORARY EMPLOYEES -** The Authority reserves the right to hire persons to perform bargaining unit work on a temporary basis provided the temporary

employees do not circumvent the regular bargaining unit employees regularly scheduled hours of work.

**MANAGEMENT EMPLOYEES** - The Director and/or Assistant Director may perform bargaining unit work at any time, provided the Employer is prohibited from using Director and/or Assistant Director to circumvent regular bargaining unit employees' regularly scheduled work.

**PART-TIME EMPLOYEES** - The Employer reserves the right to hire part-time employees to perform bargaining unit work. They shall not be covered by this Agreement. The Employer will not layoff full-time employees and then create two part-time positions.

The Employer agrees that it will not reduce hours of work in lieu of the layoff procedure.

**Section 7.3. Overtime.** All employees shall be required to work reasonable amounts of overtime. Overtime, other than of an emergency nature, must be authorized by the Director or his/her designated representative.

**Section 7.4. Overtime Sign Up.** Overtime sheets will be posted in the dispatch center for both mandatory and voluntary overtime needed. A notice will be sent to the dispatchers to advise them that new overtime has been posted. In the event any voluntary overtime is posted, all mandatory overtime posted for the same day/time must be signed up prior to the voluntary overtime posted. Overtime sign up is awarded based on seniority. Each dispatcher shall review the overtime sheets and sign up for the overtime in which s/he is interested. They shall then date and initial in the signoff section. If a dispatcher fails to sign off of the overtime sheet during their next scheduled work day, the next dispatcher in line according to seniority may sign up for any posted overtime. If a dispatcher is unable to work the overtime that s/he signed up for, it is that dispatcher's responsibility to find coverage for those hours. In the event of last minute notice that overtime is needed, the Authority will attempt to acquire coverage from those already scheduled for the day in order to not interrupt those in the bargaining unit on their pass days. In the event that is not possible, the Authority will endeavor to utilize seniority for offering overtime by calling the most senior dispatcher first and continuing to work down the seniority list until the overtime has been filled. In efforts for safety and general well being for both the Authority and the employee, there shall be at least eight (8) hours between the ending of an employee's last full shift and the beginning of an overtime shift, to allow for an adequate resting period.

**Section 7.5. Overtime Premium.**

- A. **Twelve Hour Day.** Time and one-half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any one (1) work day and for all hours worked in excess of forty (40) in one work week
- B. **Eight Hour Day.** Time and one half (1-1/2) the employee's straight time regular rate of pay shall be paid for all hours worked in excess of forty (40) hours within a work week and for all hours worked in excess of eight (8) hours in one work day.

- C. **Compensatory Time.** Upon approval of the Director, an employee may receive compensatory time off in lieu of overtime pay. An employee who elects compensatory time off, in lieu of payments of overtime, shall receive such time off at the rate of time and one-half (1-1/2) for each hour of overtime worked. An employee may elect each pay period whether to bank as compensatory time the additional two hours per pay period. The employee will receive 80 hours pay and 2 hours of compensatory time. No employee shall be entitled to accumulate more than forty (40) hours of such compensatory time off. Compensatory time off shall be scheduled in advance by mutual agreement between the Director and the employee and may not result in the need to pay overtime to cover the absence.
  - D. **Limitation.** Overtime shall not be paid for less than fifteen (15) minutes in any one day.
  - E. **Pyramiding.** There shall be no pyramiding or duplication of premium, standby or call back pay.
  - F. **Payment.** Overtime shall be paid in the pay period in which the overtime was earned.
  - G. **Leave Time.** Paid benefit time shall be counted as hours of work for purposes of overtime premium.
- A. **Section 7.6. Call-In.** Full-time Employees called to work at time other than their regular shift for emergency work shall receive a minimum of two (2) hours' pay or work at time and one-half (1-1/2) their straight time regular rate. Alternatively, an employee called early to report for a scheduled shift may, with approval of the Director or her designee, adjust his/her schedule and work the number of hours scheduled for the regular shift and receive one additional hour of pay at the regular straight time rate. There will not be any pyramiding of premium hours during the assignment.

**Section 7.7. Benefit Conversions.** All employees who are on a twelve (12) hour schedule shall receive paid, unworked days at twelve (12) hours for each day up to the maximum benefit provided.

**Section 7.8 Meal/Rest Periods.** A full-time employee shall be entitled to a meal period of not less than thirty (30) minutes during his/her regular work shift. Full-time employees shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hours of work.

## **SENIORITY**

**Section 8.1. Seniority Definition.** A bargaining unit member's seniority shall be defined as the length of the employee's full time service as a dispatcher with the Montcalm County Central Dispatch Authority, commencing from his/her last date of hire, including any prior service as a dispatcher for the City of Greenville and Montcalm County Sheriff's Department. . The application

of seniority shall be limited to the preferences specifically recited in this Agreement. An employee who is laid off shall not accumulate seniority during the time said employee is laid off. Preference between employees with the same seniority date shall be determined by a flip of the coin. Any part-time employee of the Montcalm County Central Dispatch Authority who is hired as a full-time employee of the Montcalm County Central Dispatch Authority shall not receive seniority credit for his/her length of service as a part-time employee; rather, such an employee's seniority shall be defined as commencing from his /her last date of hire as a full-time employee. Under no circumstances shall a part-time employee be considered to have greater seniority than a full-time employee.

**Section 8.2. Probationary Period.** All new employees (hired after July 6, 2005) shall be considered probationary employees for a period of one (1) year, after which time their seniority shall be as of their last date of hire. The probationary period shall be extended by a period of time equal to any period of absence from work if such absence is longer than fourteen (14) work days. Upon completion of the probationary period, seniority shall be as of the employee's last date of hire as described in Section 8.1 above. An employee who has not completed his/her probationary period may be laid off or terminated by the Director without regard to and without recourse to this Agreement. The Director may, with Union approval, extend the probationary period for up to six (6) months. Any such extension shall be provided to the employee and the Union prior to the expiration of the initial probationary period.

**Section 8.3. Loss of Seniority.** An employee's seniority with the Montcalm County Central Dispatch Authority shall terminate for the following reasons:

- A. He/She resigns or quits.
- B. He/She is discharged or terminated.
- C. He/She retires.
- D. He/She has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- E. He/She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the Director, unless otherwise excused, or fails to return to work at the expiration of a layoff as specified in Section 9.3.
- F. He/She is convicted of a felony and/or a misdemeanor punishable by one (1) year imprisonment.
- G. He/She is declared mentally ill by a court of competent jurisdiction for a period of time equal to his/her seniority or two (2) years, whichever is less.
- H. If he/she makes an intentionally false statement on his/her employment application, on an application for leave of absence, or on any other official document.

**Section 8.4. Seniority List.** The Employer shall maintain a roster of employees, arranged according to seniority, showing the name and seniority date and shall furnish a copy to the Union during the first month of each year.

**Section 8.5. Seniority Accumulation.** An employee shall retain and continue to accumulate seniority while on a paid leave of absence or on workers disability compensation unless otherwise specifically provided in the Sections governing leave of absence.

**Section 8.6. Transfers to Non-Bargaining Unit Positions.** An employee transferred to a non-bargaining unit position with Montcalm County Central Dispatch Authority shall continue to accumulate seniority for the period of one (1) year after such transfer. Thereafter, the employee's seniority shall be frozen and shall not accumulate while in the non-bargaining unit position. If the employee is returned to the bargaining unit, s/he shall return with seniority at his/her frozen level. It is understood that the Employer retains all rights to determine the conditions of employment for non-bargaining unit employees including the right to determine whether an employee may be transferred back to the bargaining unit beyond the one (1) year period.

**Section 8.7. Shift Preference.**

- A. Employees will bid on shift assignments three times a year on three (3) four-month assignments. Bidding will take place in the months of November, March and July. Assignments will be made on the basis of seniority. Bids will be posted in December, April and August. Changes will be made at the closest pay period to the start of the new trimester (January, May, and September). If the number of days are equal between the pay periods, the change will be made at the start of the first pay period in the new trimester. The beginning and ending dates of the trimester assignment will be posted on the bid sign-up document. Notwithstanding this bid procedure, the Director may exercise his/her right to Administratively Designate a specific shift for any employee either temporarily or permanently if he determines such specific shift assignment is necessary.
- B. The President of the Union shall be accorded the highest rank seniority for the purpose of shift assignment only.
- C. Notwithstanding an employee's selection of shift by rank seniority, the Director reserves the right at his/her discretion to temporarily assign an employee to another shift to accommodate training, replacement for training, special assignment, accommodation of court appearances, or where personnel needs of the Authority require the temporary transfer. The Director agrees to reassign the employee to his/her preferred shift promptly upon determination of the circumstances which required temporary transfer.
- D. Upon advance approval of the Director, employees may be allowed to trade shifts, but shift trades shall not result in overtime or additional expense.

## LAYOFF AND RECALL

**Section 9.1. Layoff Procedure.** All reductions in the work force shall be accomplished in the following manner:

- A. No Permanent or probationary employee shall be laid off from his position in the Authority while any temporary or irregular employees are serving in the same position. No Permanent full-time or probationary full-time employee shall be laid off from his position in the Authority while any permanent part-time employee is serving in the same position.
- B. The first employee to be laid off shall be the employee with the least seniority in the classification affected, provided however, that the remaining senior employees have the experience, necessary training and ability to perform the required work. Where the affected employees have the same seniority, the employee with the least rank seniority shall be laid off first. Further layoffs from the affected classification or rank shall be accomplished by the inverse order of seniority, provided, however, that the remaining senior employees have the experience, necessary training and ability to perform the required work.

**Section 9.2. Recall Within Classification.** Recall shall be in order of the employee's seniority, provided the employee has the necessary training, experience and ability to perform the required work.

**Section 9.3. Notice of Recall.** Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after a signed receipt has been received that certifies the mail was delivered to their last known address, or the employee was notified in person, whichever occurs first. Employees who decline recall or who in the absence of extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

**Section 9.4. Layoff Notice.** The Employer agrees to notify in writing an employee who is to be laid off at least seven (7) calendar days in advance of such layoff unless circumstances are such that such notice is not possible.

## LEAVES OF ABSENCE

**Section 10.1. Personal Leave Without Pay.** Employees may be granted up to one (1) year's personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall suspend any fringe benefits during such leave and the period of such leave shall not be used for crediting increased fringe benefits or experience pay steps. Requests for personal leave of absence shall be in writing and shall be signed by the employee and given to the Director. Such requests shall state the reasons for the leave. All personal leaves of absence in excess of thirty (30) days shall be approved in writing by both the Director and the Chairperson of the Board. Employees shall not take a leave of absence for the sole purpose of obtaining other employment,



and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Director.

**Section 10.2. Personal Leave With Pay.** Each permanent full-time employee of the bargaining unit at the beginning of each calendar year, shall be entitled to time off with pay for thirty (30) hours of personal leave per calendar year. Said personal leave, if used, will be deducted from the employee's sick leave. Ten (10) hours of the thirty will not be charged to the sick leave. There will be no carryover of unused personal leave hours from one year to another as personal leave; however, if the hours are not used as such, they shall continue to accumulate as sick leave. New employees shall be entitled to utilize this benefit, on a prorated basis, which shall be credited to their account after completion of six (6) months from their date of hire. Personal leave shall be scheduled in advance by mutual agreement with the Director and employee, except the first personal day used need not be pre-approved provided not less than 2 hours notice is given to the employer. This first day exception is not available on the employee's scheduled work day before or on a holiday.

**Section 10.3. Paid Sick Leave.** It is agreed that permanent full-time employees (reference to employee in this section refers to permanent full-time employees) shall be granted sick leave of absence under the following conditions and qualifications:

- A. After the completion of six (6) months from an employee's date of hire, each full-time employee shall be credited with fifty-two (52) hours of sick leave and will accumulate sick leave with pay at the rate of four (4) hours for each bi-weekly pay period of employment exclusive of all leaves of absence without pay, up to a maximum of thirteen (13) days per year.
- B. All payments for sick leave shall be made at the employee's rate of pay when he/she takes his/her sick leave.
  - (1) When it is established to the Director's satisfaction that the employee is incapacitated for the safe performance of his/her duty because of physical or mental illness (as defined in Section 8.3[G]), or injury or exposure to contagious disease which, according to public health standards would constitute a danger to the public health.
  - (2) When it is established to the Director's satisfaction that unusual situations or emergencies exist in the employee's immediate household.
- C. If an employee does not use all of his one hundred four (104) hours of annual paid sick leave during any calendar year, the unused portion will accumulate over to succeeding years, but not more than nine hundred twenty (920) hours' paid sick leave may be accumulated over to any subsequent years. An employee shall be paid for fifty percent (50%) of his accumulated sick leave up to seven hundred twenty (720) accumulated hours (720 x .50) on death, retirement under the Authority's retirement plan, or termination of employment for any reason if the employee has a minimum of eight (8) years of service.

- D. The Director may request as a condition of any sick leave a medical certificate setting forth the reasons for the sick leave if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- E. Before an employee who has been absent from his/her duties for seven (7) consecutive days returns to work, he/she shall satisfy the Director that he/she is fit to again perform his/her duties. In the event of a dispute involving an employee's physical ability to perform his/her job on his/her return to work for the Employer from a layoff or a leave of absence of any kind, and the Director is not satisfied with the determination of the treating physician, a committee of three (3) physicians shall be formed. This committee of three (3) physicians, one of whom shall be selected by the Employer, one by the employee, and the third by the first two physicians so named, shall make a report, which is binding on both parties. The Montcalm County Central Dispatch Authority and the Union shall share the report and the expense of the physicians equally, to the extent they are not covered by the employee's insurance.
- F. **Vacation Use.** An employee shall be entitled to use his/her accumulated paid sick leave in lieu of vacation time, for incapacitated illness or injury received while on regularly scheduled vacation provided the employee obtains a doctor's certificate certifying his/her incapacitated illness or injury. Employees may use only the number of sick days equivalent to the number of days supported by the doctor's certificate. This use of paid sick leave shall not be used to extend the scheduled vacation.
- G. An employee elected or appointed to an Authority position shall have his/her accumulated sick leave frozen. Re-entry into the bargaining unit shall reactivate such frozen sick leave.

**Section 10.4. Funeral Leave.** Employees shall be granted up to three (3) days consecutive days of leave to attend the funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's current spouse, children, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandchildren, son-in-law or daughter-in-law. Employees shall be granted one (1) day of leave to attend the funeral of a non-immediate family member, when the funeral falls on the employee's scheduled work day. Non-immediate family shall mean aunt, uncle, nieces, nephews and great-grandparents. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for the number of regularly scheduled hours lost while on funeral leave. Employees may be granted additional time off work without pay or vacation or compensatory time. For purposes of this policy, relative status created by adoption, step relationships or current marriage are treated the same as natural birth relatives.

**Section 10.5. Non-Work Connected Disability.** An employee who becomes medically disabled, including disability due to pregnancy, shall be allowed a leave of absence for a period not to exceed one (1) year. Extensions may be granted upon mutual consent of both the Employer and employee. Request for a leave of absence must be accompanied by a physician's statement that states the cause of disability and the expected duration of such disability. Failure to so notify the Employer shall disqualify the employee's right to the leave of absence.

An employee may utilize his/her accumulated sick leave, compensatory leave and vacation until s/he reaches the 30-day qualifying period for long term disability.

Upon exhaustion of accumulated paid leave or conversion to LTD, such leave shall become a non-paid disability leave of absence to a maximum of twelve (12) months per occurrence and twenty-four (24) months per career. The Employer will continue to provide an employee on an unpaid disability leave with term life insurance.

**Section 10.6. Military Leave.** Any employee who enters active service of the Armed Forces of the United States National Guard or Reserve shall receive a leave of absence without pay for a period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. The employee shall inform the Employer in writing as soon as the employee is notified of acceptance in military service and in any event, no less than two (2) weeks prior to the employee's scheduled departure.

**Section 10.7. Military Training Leave.** Employees who are active members of the National Guard or any other military reserve force may be granted leave for training purposes for a period of up to two (2) calendar weeks in any calendar year. The Employer will reimburse the difference between the military pay received, including all allowances, and the amount of regular wages, excluding overtime, that the employee would have earned while working for the Employer during said time, provided:

- A. That the employee requests, in writing, military leave and reimbursement for same;
- B. That the request is endorsed by the Director;
- C. That acceptable evidence confirming the amount of military pay received for the period requested is presented to the Employer.

**Section 10.8. Jury Duty.**

- A. Any employee who is subpoenaed to Court as a result of his or her duties as a dispatcher shall suffer no loss of pay, but will be paid the difference between Court duty pay and his/her regular pay. In order to receive payment under this Section, an employee must give the Employer prior notice that s/he has been summoned for Court duty and furnish satisfactory evidence that Court duty was performed on the days for which payment is claimed. Employees shall be expected to return to work for the remainder of their

scheduled shift. Employees subpoenaed for a non-scheduled work day shall receive time and one-half for actual hours of service.

- B. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Employer. The amount of pay shall be the difference between the employee's regular straight time hourly rate (exclusive of shift and other premiums) for the number of hours that he/she otherwise would have been scheduled to work and the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). Jury duty under this Section is limited to a maximum of thirty (30) days in a calendar year. To receive payment under this Section, the employee must give the Employer prior notice that he/she has been summoned for jury duty and then furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. This Section is not applicable to an employee, who volunteers for jury duty. Any employee who is to serve on jury duty will report for his/her scheduled work shift prior to the day of jury duty and will return to work at the completion of jury duty if his shift has not ended.

**Section 10.9. Work-Connected Disability.** An employee disabled as a result of a work-related injury or illness with the Employer may utilize accumulated sick leave which, when added to his/her worker's compensation, shall not exceed his/her normal take-home pay. During the period that the employee is utilizing the sick leave supplement, the employee's status shall be on a paid sick leave entitling him/her to paid insurances and other fringe benefits but not vacation or holidays. Seniority shall accumulate while an employee is on a work-connected disability. Receipt of worker's compensation benefits shall not, absent sick leave supplement, constitute a paid sick leave.

**Section 10.10. F.M.L.A.** The Employer reserves the right to require an employee to utilize any accrued paid leave time when an employee requests a leave of absence under the Federal Family and Medical Leave Act.

## **VACATIONS**

**Section 11.1. Vacation Eligibility.** Full-time employees of the Montcalm County Central Dispatch Authority subject to this Agreement shall earn vacation pay in accordance with the following schedule:

- A. An employee earns 40 hours of vacation upon completing one (1) year of active employment from his/her date of hire.
- B. An employee earns 80 hours of vacation upon completing two (2) years of active employment from his/her date of hire.
- C. An employee earns 120 hours of vacation upon completing eight (8) years of active employment from his/her date of hire.

- D. An employee earns 160 hours of vacation upon completing twelve (12) years of active employment from his/her date of hire.

**Section 11.2. Vacation Basis.** Rate of vacation pay shall be that rate the employee received when he/she first became eligible for that vacation period.

**Section 11.3. Break in Service.** An approved leave of absence, other than a personal leave of absence without pay in excess of thirty (30) days, will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

**Section 11.4. Maximum Accumulation.** Vacation hours not used may only be accumulated to a maximum of two hundred forty (240) hours for full-time employees. An employee, who quits with a minimum of two weeks' advance notice, shall be paid all earned and accumulated but unused vacation pay.

**Section 11.5. Vacation Scheduling.** The first trimester vacations will begin January through April. The second trimester vacations will begin May through August. The third trimester vacations will begin September through December.

Vacation requests will be submitted during the months of November, March, and July. Vacations will be scheduled and overtime posted, when necessary, during the first week of the months of December, April and August. The vacation scheduling process shall be coordinated with the shift bid process in Section 8.7.

Vacations shall be allocated by seniority. In the event that more than one person requests the same vacation day per shift, the most senior person shall be granted the vacation day and the necessary overtime shall be posted as mandatory overtime. The secondary vacation request may be scheduled off if the Director authorizes, and obtains the necessary voluntary overtime coverage or the employee obtains a shift trade to cover the shortage of hours, provided the trade does not create an overtime situation. All mandatory overtime must be signed up for before voluntary overtime is filled.

After the initial vacation scheduling for each period, vacations will be scheduled as available, on a first-come-first-served basis.

## **HOLIDAYS**

**Section 12.1. Recognized Holidays.** The following days are recognized as holidays:

New Year's Day	Veteran's Day
Martin Luther King Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	New Year's Eve

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

**Section 12.2. Holiday Pay Eligibility.** In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

- (1) The employee must work all scheduled hours on the employee's last regularly scheduled workday before the holiday and on the employee's first regularly scheduled workday after the holiday, unless the employee a) is on a pre-approved paid leave (including sick leave), b) actually works the holiday, or c) provides a physician's verification of inability to work.
- (2) The employee must be on the active payroll as of the date of the holiday. For purposes of this subsection a person is not on the active payroll of the Authority during unpaid leaves of absences, layoffs, or on a disciplinary suspension.]

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

**Section 12.3. Holiday Pay for Emergency Communication Officers.** Eligible full-time, hourly Emergency Communication Officers not scheduled to work shall receive eight (8) hours' pay for each recognized holiday. Holidays shall be paid in the pay period in which they occur. All holiday pay shall be at the employee's straight time, regular rate of pay, exclusive of all premiums.

**Section 12.4. Work on Holidays.** Hourly employees scheduled to work on a recognized holiday shall be paid at two and one half times (2-1/2) their regular straight time rate of pay for all hours worked on a shift that begins during the 24 hours of the recognized holiday. The Director may, at his/her discretion, offer double time pay as an incentive to volunteer for holiday overtime by order of seniority. The holiday premium applies to all hours worked during any regularly scheduled shift which begins during the 24 hours of the recognized holiday.

**Section 12.5. Mandated Overtime on a Holiday.** Employees who are called in to work on a holiday with less than 24 hours notice will receive two and one half (2-1/2) their straight time for all hours worked on the recognized holiday, in addition to the eight (8) hours of straight time for holiday pay.

## **INSURANCE AND PENSION**

**Section 13.1. Hospitalization Insurance.**

Effective January 1, 2010, the County will provide the Flexible Blue Plan 3, with VSP Vision 24, a chiropractic rider and a \$500 preventive care benefit. The Flexible Blue Plan 3 is a high deductible plan that will be set up with a health savings account. The in-network deductibles of \$2000/\$4000 single/family, will be paid for by the County through contributions to the employee's HSA account. The first year, the full deductible (based on in-network family or single coverage) will be made in January of 2010. Thereafter, one half of the deductible will be deposited in January and July of each year for those employees on the payroll as of January 1 and July 1. After

the deductibles have been met, in-network covered services are paid at 100%, with co-insurance of \$1,000/\$2000. The prescription co-pay is \$10/\$60 with an open formulary. Out of network deductibles are \$4,000/\$8,000, with 80% coverage after the deductibles have been met with \$2000/\$4000 co-insurance.

The Employer reserves the right to select or change all insurance carriers, provided the level of benefits provided to the employees has equal or greater benefits.

- (a) In case a full-time employee is covered with hospitalization insurance from a source other than the Authority and elects not to participate in the Authority's hospitalization insurance, the Authority will pay a single person \$100.00 per month and individuals qualifying for coverage greater than single \$200.00 per month. To be eligible for this benefit, the employee must prove that s/he is covered by hospitalization from another source. Payments will be split between the first and second pay period of the month and will commence upon receiving proof of other coverage.
- (b) The employees shall pay 15% of the applicable premium rate. This payment shall be made by payroll deduction on a pre-tax basis.
- (c) If a national health insurance program is implemented, the Employer reserves the right to adopt the national health insurance program in lieu of the hospitalization program provided herein.
- (d) Flexible Spending Account/Cafeteria Plan. The MCCDA will maintain a Section 125 Cafeteria Plan in which employees will be given Flexible spending Accounts. Unused amounts will revert to the employer at the end of the year, or the end of any grace period allowed by federal law.
  - (i) Employees will be allowed to use their accounts for dependent care expenses up to the statutory limits.
- (e) Retiree Health Savings Account. The Employer will establish an RHSA plan for voluntary employee participation.

**Section 13.2 Vision Insurance.** Those employees taking the County offered health insurance will also receive the VSP Vision 24/24/24 vision insurance. Those employees electing the health insurance alternative will be allowed to participate in the vision insurance but they will be required to pay the monthly premium assessed to the Employer. The premium will be deducted from the employee's payroll on the second payroll of each month.

**Section 13.3. Term Life Insurance.** During the term of this Agreement, the Employer will provide a term life insurance policy in the amount of Twenty-five Thousand Dollars (\$25,000) and Twenty-five Thousand Dollar (\$25,000) Accidental Death and Dismemberment policy for each full-time employee covered by this Agreement. The terms and conditions of insurance are set forth in the insurance policy.

**Section 13.4. Liability Insurance.** The Employer agrees to provide, at no cost to the employee a One Million Dollar (\$1,000,000) and public liability insurance policy, covering members of this bargaining unit.

**Section 13.5. Disability Insurance.** During the term of this Agreement, the Employer will provide a disability insurance policy for each full-time employee. Benefits shall be two-thirds (2/3) of basic weekly earnings less any benefit received from Family Social Security, any State or Federal Government disability or retirement plan, any salary paid by Employer, the retirement plan with Employer, and any other group disability income plan for a maximum of 104 weeks. Benefits shall not exceed a maximum of Three Hundred Dollars (\$300.00) per week. Benefits commence upon thirty (30) days following the disability or at such time thereafter as the employee selects.

**Section 13.6 Other Insurance.** Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payment. The Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs, provided the governmentally-sponsored program has benefits to equal the insurance program in this Agreement.

**Section 13.7 Discontinued Insurance Coverage.** All insurance benefits other than health insurance as described in this Section shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance, and such continuation is allowed by the carrier. Health insurance will be discontinued at the end of the first full month after an employee is placed on unpaid leave or lay off. All insurance benefits shall be discontinued upon the date that employment terminates with the Employer.

**Section 13.8. Retirement.** All full time employees hired after July 6, 2005, participate in the Plan DC of the Michigan Municipal Employees' Retirement system (MERS). The Authority contributes five (5.00%) percent of a covered employee's gross compensation to the retirement plan and the employee contributes three and one half (3.50%) percent of their gross compensation on a pre-tax basis to the retirement plan. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees' Retirement System and the MERS Plan Document.

Emergency Communication Officers formerly employed by Montcalm County who were participants in the Montcalm County Defined Benefit Pension Plan and new hires to the Authority before July 6, 2005, and Emergency Communications Officers formerly employed by the City of Greenville who were participants in the City of Greenville's MERS Defined Benefit Plan shall participate in the Montclam County Defined Benefit Pension Plan with a 2.25% multiplier. Normal retirement benefits are available at age 60 with 10 years of service or at age 55 with 25 years of service. Employees participating in the Montcalm County Defined Benefit Pension Plan contribute five and one half (5.50%) percent of their gross compensation on a pre-tax basis to the retirement plan. The specific terms and conditions governing the retirement plan are controlled by the Montcalm County Defined Benefit Pension Plan Document. (See Appendix C for brief summary of Plan).



**Section 13.9. Post-retirement Health Insurance.** Effective upon the signing of this contract, the employer will provide health insurance to full-time employees retiring under the normal retirement provisions of the pension plan, or duty disability provisions, subject to the following provisions:

- A. Upon retirement, the Montcalm County Central Dispatch Authority will provide a monthly credit of \$8.00 multiplied by the number of years of service of the retiring employee (capped at 25 years) towards the premium cost of the Authority's health insurance plan. The retiree shall pay any difference.
- B. The maximum amount credited would be no greater than the single premium paid by the Authority.
- C. The credit is available for the retiree only. The retiree may purchase insurance for his/her family at his/her cost.
- D. The credit is not available if the retiree has comparable coverage through another employer or spouse's employer.
- E. Insurance will be equal to coverage of current employees.
- F. Coverage expires when the retiree becomes eligible for Medicare.
- G. Duty disability amounts will be calculated at 25 years maximum.
- H. If coverage under spouse's employer or another employer becomes unavailable, the retiree may rejoin the Authority health plan, provided it is allowed by the carrier, and receive the insurance supplement for such coverage.

The employer reserves the right to determine how the credits will be made, including amending the County pension plan.

### **WAGES**

**Section 14.1. Classifications and Rates.** Listed in Appendix "A" and incorporated herein are the regular rates of pay, including the increases recited below, for the respective classifications covered by this Agreement. The parties have agreed that effective the first pay period on or after the dates indicated below wage increases shall be provided as follows:

**January 1, 2010**

Emergency Communications Operator.....two (2.0%) percent

**January 1, 2011**

Emergency Communications Operator.....two (2.0%) percent

**January 1, 2012**

Emergency Communications Operator.....two (2.0%) percent

**January 1, 2013**

Emergency Communications Operator.....two (2.0%) percent

**January 1, 2014**

Emergency Communications Operator.....two (2.0%) percent

**Section 14.2. New Classification.** If a new classification is established, the Employer agrees to negotiate the rate of pay for such classification.

**Section 14.3. Shift Differential.** Each employee shall be paid in addition to all other pay and benefits, an additional twenty-five cents (\$0.25) per hour for all hours worked between 1900 hours (7 P.M.) and 700 hours (7 A.M.).

**Section 14.4. TAC Officer.** Dispatchers may, if they wish, submit a letter of interest in becoming the TAC (Terminal Agency Coordinator) Officer. The Director has the discretion to appoint an employee to the position of TAC Officer. Furthermore, both the employer and bargaining unit recognize the fact that on some shifts, some hours, and some days it is impossible to perform the duties of the TAC Officer. Upon approval from the Director or Deputy Director, the TAC Officer may come in on days other than his/her regular shift or work extra hours to perform the duties of the TAC Officer. The TAC Officer shall be paid twenty-five cents (\$0.25) for all regular hours worked.

**Section 14.5. Training Officer.** Emergency Communication Officers who are designated as a Communication Training Officer (CTO) will be paid an additional \$.50 (Fifty cents) per hour when assigned to mentor a probationary Emergency Communication Officer. This additional pay will only be paid for those hours when the CTO is directly working with a probationary Emergency Communication Officer in Steps I - IV.

**Section. 14.6. Deferred Compensation.** The Employers have provided a deferred compensation program through the National Association of Counties for its employees (full-time and part-time). At the written option of the employee, payroll deductions as authorized by an employee shall be made and deposited in the employee's group deferred compensation account.

**MISCELLANEOUS**

**Section 15.1. No Discrimination.** There shall be no discrimination against any employee or employees by the Employer or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation or age.

**Section 15.2. Captions.** The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

**Section 15.3. Dress Code.** Employees are required to report for work in appropriate attire in accordance with the following dress code:

- (a) Shirts. Employees may wear shirts, sweatshirts, or sweaters styled and fitted to provide comfort and an appropriate casual-business appearance.
- (b) Pants/Skirts. Employees may wear slacks, jeans, dress or walking shorts, and skirts styled and fitted to provide comfort and an appropriate casual-business appearance. The hem lengths of skirts and shorts will conform to current military dress code (which is anywhere from 1" above to 1" below the knee). For safety and appearance reasons hems may not touch or drag on the floor. Blue jeans that do not drag the ground will be permitted, provided that they do not have raged hems, holes, tears, stains or otherwise are not appropriately considered to be casual office attire.
- (c) Shoes. Employees may wear shoes of their choice with the following conditions:
  - (1) Shoes must not have heels over 2-1/2" in height
  - (2) Shoes may not be clogs or flip-flops, regardless of fashion or material
  - (3) Shoes must be constructed so as to provide sufficient protection from injury while performing normal duties. Appropriate sandals will be allowed.

The Authority reserves the right to prohibit the wearing of any articles that are deemed inappropriate due to such matters as fit, condition, cleanliness, and safety. Prohibited articles include short-shorts, spandex, sweat pants, swimming suits, tube tops, tank tops, open-toed shoes, stacked heels, "mules" or slip-on type shoes with no back, pants with ragged hems, cuffs, or knees, and skirts with ragged hems.

The Authority will permit exceptions to uniform and/or dress code when required for medical reasons substantiated by a physician's statement satisfactory to the Authority.

**Section 15.4. Bulletin Board.** The Director shall provide adequate space on a bulletin board upon which designated representatives of the Union may post official notices of Union activities. The Director reserves the right to police the bulletin board so that no offensive material is posted thereon.

**Section 15.5. Rules and Regulations.** The Director reserves the right to establish reasonable rules and regulations concerning the conduct of his/her employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within five (5) days after the rules and regulations have been established and the Union has received written notice thereof.

**Section 15.6. Temporary Employees.** The Employer reserves the right to hire temporary employees. Such employees shall not be subject to this Agreement. A temporary employee is any employee who fills a temporary position or who occasionally relieves or substitutes for regular full-time employees. A substitute employee who is hired to replace an employee on leave of absence or on worker's compensation shall not attain seniority in this unit and shall be compensated by wages only. These employees may be retained for the duration of the regular employee's absence. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedure will be followed. If a temporary employee is employed in a position within the bargaining unit

more than six (6) months, the employee shall be placed in the bargaining unit, with all service credited toward his seniority. The Director shall notify the Union in writing when s/he employs a temporary employee.

**Section 15.7. Dual Employment.** Supplemental employment is not encouraged, but is permitted under proper conditions. An employee, if desired, may hold a part-time job in addition to his/her regular employment. This additional employment must in no way conflict with the employee's hours of work or interfere in any way with the satisfactory and impartial performance of his/her duties.

Notification of outside employment shall be given the Director at least ten (10) days before commencement of said employment and prior to any changes in previously approved supplemental employment. No employee shall engage in more than twenty (20) hours of supplemental employment in any scheduled workweek (pass days excluded).

Supplemental employment shall not be allowed if a potential conflict of interest with the Montcalm County Central Dispatch Authority exists. Conflict of interest includes but is not limited to civil process server, wrecker company employee, and private detective. Any employee already approved to work as a process server, upon the date of the signing of this contract, will not be required to discontinue such employment.

No employee may utilize Authority facilities, equipment, telephone, supplies, or motor vehicles in supplemental employment. No employee shall use his/her status as a Dispatcher in supplemental employment.

**Section 15.8. State or Federal Funded Positions.** All positions which are funded with State or Federal Funds shall be treated like all other positions within the bargaining unit. In the event such funds are terminated and it is necessary for the Employer to lay off personnel, such layoff shall take place as is provided in this Agreement in accordance with seniority, regardless of how the respective positions are funded.

**Section 15.9. Savings Clause.** Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null and void, but only to the extent of the conflict; all other parts shall continue in full force and effect for the duration of this Agreement.

**Section 15.10. Copies of Agreement.** The Employer agrees to furnish each employee with a copy of this Agreement.

**Section 15.11. Union Use of Equipment.** The Union shall be allowed the reasonable use of the available office equipment at the Authority, subject to such rules for the use, preservation and care of such equipment as established by the Director.

**Section 15.12. Medical Examination.** The Employer reserves the right to have an employee submit to a medical examination if there is reasonable cause or concern regarding the employee's physical or mental fitness to perform the required work. For information purposes only, the President of the Union and its legal counsel shall be notified 48 hours in advance of the examination. The employee shall authorize the release of the medical report to the Employer who shall keep such information confidential. All expenses of such examination shall be borne by the

Employer. The Union at its own expense may also obtain a medical examination by a physician of its own choosing. If there is a dispute between the Employer's physician and the Union's physician, then a third physician, chosen by mutual agreement, shall be obtained to resolve the dispute. The expenses for the third doctor's opinion shall be split 50/50 by the Employer and the Union to the extent that it is not covered by the employee's insurance.

**Section 15.13. Drug Testing.** The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on Authority premises (including parking lots and in Authority vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination or hair follicle examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- A. If the Employer has a reasonable suspicion that the employee in question is:
  - 1. Under the influence, impaired or otherwise affected by the use of drugs/alcohol; or
  - 2. Is currently possessing on Authority premises unauthorized drugs/alcohol; or
  - 3. Has sold, distributed drugs/alcohol on or off Authority premises or attempted the same.
- B. As a part of a routine scheduled physical examination.
- C. Upon return from a leave of absence of thirty (30) days or more.
- D. During random periods during an employee's probationary period.

Drug testing shall be conducted by a D.O.T. compliant entity unless it is part of a routine medical exam in which case it will be performed by the medical institutions performing the examination.

The Authority agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

Chain of Possession Procedures/Split Sample Procedure: At the time specimens are collected for any testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The two (2) containers shall be sealed in the employee's presence and the employee given the opportunity to initial the containers and witness his/her social security number placed on the containers. Both shall then be forwarded to an approved laboratory for testing. If an employee is told that the first sample tested positive,

the employee may, within 72 hours of receipt of actual notice, request that the second specimen be forwarded by the first laboratory to another independent and unrelated, approved laboratory of the parties' choice for confirmatory testing of the presence of the drug. If the employee refuses to comply with this procedure, it shall be a presumption of guilt and the employee may be subject to discharge.

**Section 15.14. Last Chance Policy.** An employee who voluntarily discloses a dependency on drugs/alcohol to the Employer and voluntarily undergoes an Employer's approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the Authority will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the Authority's drug free policy. The employee is subject to automatic discharge for any violation of the Last Chance Agreement or this Policy while on the Last Chance Agreement and the employee and Union waive the right to grieve and arbitrate such discharge.

**Section 15.15. Waiver.** It is the intent of the parties that the provisions of this Agreement which supersede all prior agreements and understandings, oral or written, express or implied, between the parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder or otherwise. The parties acknowledge during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 15.16. A.D.A. Waiver.** When either the Employer or the Union engages in compliance efforts as set forth in the Americans with Disabilities Act (A.D.A.), including reasonable accommodation with the Federal Age and A.D.A., neither the Employer nor the Union shall be held liable for any deprivation of contract rights suffered by an employee affected by the compliance efforts.

**Section 15.17. No Smoking Policy.** The Union agrees to accept and abide by the Authority's No Smoking Policy.

**Section 15.18. Training.** The Employer agrees to provide adequate training at the Employer's expense to keep the employees current with the skills and knowledge needed to perform their duties and to pay for all required licensing fees. When an employee is sent to training and it falls on a regularly scheduled work day, it is paid at the employees straight time hourly rate of pay. If the employee is released in time to return to work before completing the total hours of work, they shall report unless released. If the employee is required to attend training on a pass day, hours of actual attendance will be paid at time and one half the employee's regular hourly rate of pay. The Employer may adjust the work schedules (days and hours) of an employee to accommodate

training on a scheduled work day, provided it gives at least two (2) weeks' notice. Any such rescheduling shall assure that the employee receives a full eighty hour work period. Travel time occurring within the regularly scheduled work day will be considered compensable time. For day time training the employees regularly scheduled day shall be considered the day shift.

## **DISCHARGE AND DISCIPLINE**

**Section 16.1. Just Cause.** All disciplinary action shall be for just cause.

**Section 16.2. Representation.** Any meeting, conference or hearing with the Employer which may result in disciplinary action against the employee, the employee shall have the right to Union representation.

**Section 16.3. Charges and Specifications.** The charges and specifications resulting in disciplinary action shall be reduced to writing by the Director invoking the action against the employee and a copy shall go to the Union for informational purposes only. Such charges and specifications shall cite the specific incident and/or rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

**Section 16.4. Use of Past Record.** At the end of ninety (90) days, the employee may, through a personal interview with the Director, request that a counseling memo be purged from his/her personnel file; whereupon, the Director may or may not choose to do so. However, after a period of six (6) months counseling memos will be purged from the employee's personnel file provided that the employee maintains an infraction-free record.

At the end of six (6) months, the employee may, through a personal interview with the Director, request that a written warning be purged from his/her personnel file; whereupon, the Director may or may not choose to do so. However, after a period of one (1) year, written warnings will be purged from the employee's personnel file, provided that the employee maintains an infraction-free record.

In imposing any disciplinary action on a current charge, the Employer will not take into account any prior infraction (excluding those enumerated herein) which occurred more than eighteen (18) months previously, provided that the employee maintains an infraction-free record.

**Section 16.5. Investigatory Interview.** The parties agree to the following:

- A. An employee has the right to be informed prior to the investigatory interview of the subject matter of the interview.
- B. An employee who is called into an interview with a supervisory representative of the Employer and can reasonably anticipate disciplinary action stemming from the interview is entitled upon his request to have a Union representative present at the interview. However the Employer is not required to unreasonably delay the interview if a Union representative is not available.

**Section 16.6. Garrity Rule.** If the matter under investigation could lead to criminal charges, but the Authority inquiry is not directed at obtaining inculpatory statements from an employee to be utilized in criminal proceedings against that employee, but is merely for the purpose of determining the employee's continued status with the Authority, the employee shall be advised that the employee's constitutional rights prohibit coerced statements obtained under threat of discharge from use in subsequent criminal proceedings against him. When the Employer advises the employee that such statements given will not be used against him in any subsequent criminal proceedings, the employee shall also be advised that:

- A. The employee has the right to counsel or Union representation during questioning.
- B. The presence of counsel or a Union representative will in no way, in and of itself, jeopardize his continued employment.
- C. The employee is required to fully and truthfully answer the questions or be subject to discharge.

**DURATION**

**Section 17.1. Termination.** This Agreement shall remain in force until midnight December 31, 2014 and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2009.

Signed this \_\_\_ day of \_\_\_\_\_, 2009

GOVERNMENTAL EMPLOYEES  
LABOR COUNCIL MONTCALM COUNTY

CENTRAL DISPATCH AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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APPENDIX A

WAGE AND CLASSIFICATIONS

Effective the first pay period on or after the dates indicated, the following annual salary scales shall be paid for the classifications indicated.

<u>January 1, 2010</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Emergency Communications Operator	35,590	36,434	37,268	38,102	38,934
Trainee Rate	75% of the Start rate until employee is released from training. (Only applies to ECOs hired on or after January 1, 2010.)				

<u>January 1, 2011</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Emergency Communications Operator	36,302	37,163	38,013	38,864	39,713
Trainee Rate	75% of the Start rate until employee is released from training.				

<u>January 1, 2012</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Emergency Communications Operator	37,028	37,906	38,773	39,641	40,507
Trainee Rate	75% of the Start rate until employee is released from training.				

<u>January 1, 2013</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Emergency Communications Operator	41,317	37,769	38,664	39,548	40,434
Trainee Rate	75% of the Start rate until employee is released from training.				

<u>January 1, 2014</u>	<u>After</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
Emergency Communications Operator	38,524	39,437	40,339	41,243	42,143
Trainee Rate	75% of the Start rate until employee is released from training.				

**APPENDIX B**  
**GRIEVANCE FORM**

**STEP I**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

Job Classification \_\_\_\_\_

Alleged Provision Violated \_\_\_\_\_

Statement of Facts \_\_\_\_\_

Proposed Solution \_\_\_\_\_

\_\_\_\_\_  
Union Representative Signature

\_\_\_\_\_  
Employee Signature

\*\*\*\*\*

Receipt Date \_\_\_\_\_

Time \_\_\_\_\_

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Copy Rec'd by: Grievant or Rep.

**STEP I**

**DIRECTOR'S REPLY TO GRIEVANCE**

Date \_\_\_\_\_

In reply to \_\_\_\_\_ Grievance \_\_\_\_\_  
Director

Decision Is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Director's Signature \_\_\_\_\_ Witness' Signature \_\_\_\_\_

Copy Received By:

Union Representative Signature \_\_\_\_\_ Witness' Signature \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

**STEP II**

Employee's Name \_\_\_\_\_

Date \_\_\_\_\_

**APPEAL TO PERSONNEL COMMITTEE:**

Grievant does not agree with findings in Step I and wishes to proceed with the grievance in compliance with the contract.

\_\_\_\_\_  
Union Representative Signature

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Acknowledgment/Receipt Date

\_\_\_\_\_  
Director's Signature

PERSONNEL COMMITTEE'S HEARING DATE \_\_\_\_\_

PERSONNEL COMMITTEE'S FINDINGS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Personnel Committee Chairperson's Signature

\_\_\_\_\_  
Union Representative Signature

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Receipt Date

**STEP III**

Employee's Name \_\_\_\_\_

Date \_\_\_\_\_

**ARBITRATION REQUEST:**

We wish to take this matter to arbitration.

\_\_\_\_\_  
Union Representative Signature

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Receipt Date

\*\*\*\*\*

**ARBITRATION**

\_\_\_\_\_  
Receipt Date

\_\_\_\_\_  
Arbitrator's Signature

Final Disposition by an Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Arbitrator's Signature

**APPENDIX C**

**SUMMARY OF PRESENT PLAN PROVISIONS EVALUATED**  
**for the**  
**DEFINED BENEFIT PLAN**

**Regular Retirement** (no reduction factor for age):

**Eligibility.** Age 55 with 25 or more years of service or age 60 with 10 or more years of service.

**Amount.** 2.25% of final average compensation (FAC) times total credited service.

**Disability Retirement:**

**Eligibility.** 10 or more years of service under age 60.

**Amount.** Computed same as normal retirement with additional service credited from date of disability to date of member's 60th birthday.

**Type of Final Average Compensation.** Highest 5 consecutive years out of last 10.

**Deferred Retirement** (vested benefit):

**Eligibility.** 8 or more years of service. Benefit begins at regular retirement age.

**Amount.** Computed as a regular retirement but based on service and FAC at time of termination.

**Death Before Retirement:**

**Eligibility.** Age 45 with 10 or more years of service.

**Amount.** 60% of regular retirement benefit based on service to date of death. Benefits terminated upon remarriage.

**Member Contributions:** 5.5% of annual compensation

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