

AGREEMENT

BETWEEN

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS

AND

ST. JOSEPH COUNTY E-911
TELECOMMUNICATORS' ASSOCIATION

Terminating December 31, 2012

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AGREEMENT

THIS AGREEMENT is entered into this day of _____ December 16, _____, 2008, by and between the **ST. JOSEPH COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as "Employer"), and the **ST. JOSEPH COUNTY E-911 TELECOMMUNICATORS' ASSOCIATION** (hereinafter referred to as the "Union").

PURPOSE

The purpose of this Agreement includes the promotion of harmonious relations between the Employer, its employees, and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

The Parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race creed, national origin, physical disabilities, political or Union affiliation as required by law.

The Employer and the Union agree to implement to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I
RECOGNITION

Section 1. Recognition. Pursuant to Act 379 of 1965 and Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for those employees employed in the following bargaining unit:

All full-time and regular part-time E-911 Telecommunicators employed by St. Joseph County and working at least twenty (20) hours per week; excluding confidential employees, supervisors, executives, casual, substitutes and all other employees.

Section 2. Non-interference. The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3. Non-discrimination. No persons or persons employed by the Employer and covered by this Agreement shall be discriminated against because of race, religion, sex, creed, color, national origin, marital status or disability. The Employer shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Participation in the Union shall be open to every employee covered by this Agreement on a non-discriminatory basis.

ARTICLE II
UNION SECURITY

Section 1. Membership in the Union is not compulsory. Employees have the right to join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon any employee with regard to such matters.

Section 2. Employees shall be deemed to be in good standing within the meaning of this Article, if they are not more than thirty (30) days in arrears of payment of a representation fee as required by this Article. It is expressly understood and agreed that each individual bargaining unit member retains the right to engage in, or refrain from engaging in, Union business or Union activities.

Section 3. Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to continue to pay a representation fee to the Union for the duration of this Agreement.

Section 4. Employees hired, re-hired reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required to pay, as a condition of continued employment, a representation fee to the Union within thirty (30) days of their entry into the bargaining unit.

Section 5. The "representation fee", as used herein, is that amount of money which is determined by the Union from time to time and which is uniformly levied on all bargaining unit members. The Union shall notify, in writing to the Employer, of any change in the representation fee.

ARTICLE III
DUES CHECK OFF

Section 1. During the term of this Agreement, bargaining unit members may tender their individual Union representation fees by voluntarily utilizing the direct payroll deduction method or by paying them directly to the Union.

Section 2. Upon receipt of a completed and properly executed "Authorization of Dues Check Off Form" from the employee, the Employer agrees to deduct and withhold one month's representation fee from the earnings of each employee during the first payroll period of each month. The authorization shall become effective the first month following the month in which it is received by the Employer. Those monies deducted or collected by the Employer under this Article shall be tendered to the Union within fifteen (15) calendar days after the deductions are made. Each payment shall be accompanied by a list of employees from whom the relevant deductions were made.

Section 3. Direct payroll deductions under this Article shall not be made where the employee's earnings are not sufficient to cover the entire amount of the representation fee after the Employer has made the appropriate deductions for Federal Social (F.I.C.A.), Federal Income Tax, State Income Tax, Local or City Income Tax or any other deductions required by law.

Section 4. The written "Authorization for Dues Check Off" shall remain in full force and effect

during the term of this Agreement and any succeeding Agreement, provided, however, said authorization may be revoked or canceled at any time by the individual employee. Any such revocation or cancellation must be in writing and must be signed by the relevant employee. The authorization shall automatically terminate upon an interruption in the employee's active service or displacement from the bargaining unit.

Section 5. The Union hereby expressly agrees to indemnify and hold the Employer harmless from any liability, claims, lawsuits, judgments, costs and expense of any kind whatsoever resulting from the Employer's compliance with this dues check-off provision.

ARTICLE IV EMPLOYER RIGHTS

Section 1. Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to subcontract bargaining unit work; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer; to suspend, discipline, demote, discharge non-probationary employees for just cause; to layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this

Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 2. Delegations. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

ARTICLE V SPECIAL CONFERENCES

Section 1. It is understood and agreed that employees may discuss Center related matters with the Director before bringing such matters to the attention of any other group, organization, individual

or public official. Therefore, special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Director after written request therefore is made by either party subject to the following conditions:

- A. Such meetings shall be held not more frequently than once each calendar month unless the Union and the Director agree to hold one at a lesser interval.
- B. Such meetings may be attended by at least one (1) steward, the Director or other designated representatives of the Employer. Employee's representatives shall not be compensated unless specifically provided elsewhere in this agreement.
- C. There must be at least seven (7) calendar days notice of the desire to have such meeting unless a lesser amount of advance notice is mutually agreed upon. Such notice must be accompanied by an agenda of the subjects the Party serving such notice wishes to discuss.

ARTICLE VI UNION RIGHTS

Section 1. The Bargaining Committee will include not more than three (3) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. Bargaining shall take place at mutually agreed upon times.

Section 2. Not more than one employee member of the Bargaining Unit, elected to serve as a Steward or Bargaining Committee Member, will be paid for the time spent in meetings with representatives of the employer provided he/she is scheduled to work during a meeting. The employee shall return to his/her workstation after the meeting has terminated, provided that there is time left in their normal schedule. The employee shall report to work prior to the meeting in the event that the meeting is to commence subsequent to the start of his/her normal shift. For the purposes of this section, a meeting is defined as a meeting called to conduct Union-Employer business.

Section 3. For the purposes of processing grievances under the Grievance Procedure outlined in this Agreement, the Employer agrees to recognize one (1) chief steward and an alternate steward.

Section 4. The Union shall provide a written list of all stewards, and any changes thereof, to the Employer.

Section 5. No steward shall stop his or her assigned work for any reason related to the processing of grievances at any step of the grievance procedure without first obtaining permission of the immediate supervisor. Grievance investigations shall be conducted in an expeditious manner and the steward shall return to his assigned work as soon as possible. Any abuse of this privilege may be grounds for revocation of permission by the Director and/or disciplinary action.

ARTICLE VII
DISCIPLINE AND DISCHARGE

Section 1. Both the Union and the Employer subscribe to the principles of progressive discipline and just cause. Any protest of a disciplinary action must be pursued under the Grievance Procedure provided in this Agreement.

Section 2. An employee shall be entitled to representation by a Union representative or steward at any hearing or meeting in which the employee is in attendance and which is conducted by the Employer, or designated representative, where such hearing or meeting may reasonably lead to disciplinary action. The Employer shall notify the employee of the purpose of such hearing or meeting prior to its commencement. If the employee requests the presence of a Union representative or steward, the meeting or hearing will be postponed until the Union representative or steward can be present. The steward, with concurrence of the grievant or the Union Field Representative, shall have final authority to settle all disputes on behalf of the Union relating to discipline.

Section 3. Other than verbal reprimand, the Employer shall reduce to writing all charges or alleged violations prior to invoking disciplinary action against an employee. A copy of said charges or allegations shall be presented to the employee and the chief steward or alternate steward. Where applicable, such charges or allegations shall cite the specific sections of rules and regulations or appropriate laws/ordinances, which the employee is alleged to have violated.

Section 4. Other than verbal reprimands, copies of all disciplinary action(s) taken against an employee shall be given to the employee and the Union Field Representative. Service shall be in person to the employee and by mail to the Field Representative.

The Union Field Representative or chief steward or alternate shall be provided a copy of all reports, complaints or any other information filed by an employee, supervisor, citizen, department head, or any other person, which are the basis for disciplinary action, at the time the disciplinary action is taken. Information subject to legally recognized privileges shall be exempt from this section.

Section 5. In imposing discipline on a current infraction, the Employer will remove from the file and not base its decision on any prior infraction which occurred more than twenty-four (24) months prior to the current infraction.

Section 6. Where an employee and/or the Union wishes to grieve such disciplinary action, a written grievance regarding same must be filed under STEP 2 of the grievance procedure provided in this labor agreement with the Employer within twelve (12) calendar days of the date of such discipline.

ARTICLE VIII
PERSONNEL FILES

Access to personnel files shall be governed by the Bullard-Plawecki Employee Right to Know Act.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any dispute regarding the interpretation, application or alleged violation of the terms and conditions of this Agreement. This procedure shall not apply to probationary employees with respect to discipline or discharge.

Section 2. All grievances, disputes or complaints arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. It shall be signed by the employee and Union steward. In cases of class action grievances, it shall be signed only by a Union steward. Unless provided otherwise elsewhere in this agreement, all grievances shall be commenced within seven (7) calendar days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. If the employee is required by the Employer to be present, said employee shall be paid pursuant to the terms and conditions of this agreement.

Any employee having a grievance shall present it as follows:

- STEP 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within seven (7) calendar days under the terms and requirements as stated above, by submitting the written grievance to the Director. Within twelve (12) calendar days after receiving the written grievance from the employee, the Director shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The twelve (12) calendar days shall not include the day the grievance was received by the Director. The Director does not have the authority to provide to any employee economic benefits, which exceed those provided under this contract. The decision of the Director shall not act as precedent.
- STEP 2. The Union may appeal the decision of the Director to the County Administrator or designee. The request for the appeal to the County Administrator must be made in writing within twelve (12) calendar days after the STEP 1 answer is received. Within fifteen (15) calendar days after receiving the written grievance from the employee, the County Administrator or designee shall give his written response to the grievance to the grievant with a copy to the Union Steward. The fifteen (15) calendar days shall not include the day the grievance was received by the Administrator.
- STEP 3. In the event the Union wishes to carry the matter further it shall, within thirty (30) calendar days of the County Administrator's or designee answer, file a demand for arbitration with the American Arbitration Association ("AAA").

Section 3. Each grievance submitted to arbitration shall be submitted to the AAA in

accordance with its voluntary rules and regulations then pertaining within the time specified above and such rules shall govern the arbitration.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both Parties agree to be bound with the award of the arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the Parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

Section 4. The failure of either party to follow the time limits outside herein shall result in the following:

- (a) If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- (b) In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered settled as per Employer's last response.

Section 5. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. In the event that an Unfair Labor Practice is filed by the Union and MERC determines it does not have jurisdiction and remands the matter back to arbitration, the above prohibition shall not apply.

ARTICLE X NO STRIKE

No Strike Pledge. The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for the public 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 acts that interfere in any manner or to any degree with the services of the St. Joseph County E-911 Central Dispatch. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

ARTICLE XI
SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with St. Joseph County E-911 Central Dispatch since the employee's last date of hire in a bargaining unit position, excluding leaves of absence of more than twenty (20) consecutive working days. Part-time employees shall earn seniority on a pro-rata basis based upon the number of hours worked since their last date of hire.

Section 2. All employees shall be considered probationary employees for the first 12 months of compensated work for the Employer, except part-time employees, who shall be considered probationary employees for the first twelve (12) months of actual work for the Employer. During the probationary period, the employee may be terminated without cause and without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The employee shall, however, be entitled to any and all representation rights afforded by law. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire.

Section 3. Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. He/she quits, retires or receives a pension in accordance with the provisions of the pension program outlined in this Agreement.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement or through any administrative or statutory hearing.
- C. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which misdemeanor results in jail time, except for minor traffic violations.
- D. If he/she fails to report for work for two (2) consecutive working days unless an excuse acceptable to the Employer is presented.
- E. If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary suspension, unless an excuse acceptable to the Employer is presented.
- F. If he/she has been on layoff status for a period of eighteen (18) months or the length of his/her seniority, whichever is less.
- G. If he/she makes an intentionally false statement on his/her employment application.
- H. If he/she has been on leave of absence including a sick or worker's compensation leave, for a period of one (1) year or for a period equal to the length of his/her seniority at the time such sick leave or worker's compensation leave commenced, whichever is less.

ARTICLE XII
LAYOFF AND RECALL

Section 1. Seniority shall prevail in the layoff and recalling of employees within the affected classification. Layoff shall be determined by the Board of Commissioners. In reducing the work force, the last employee hired in the affected classification shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer.

Section 2. Employees affected by a layoff may in lieu of layoff bump into a lower paying classification provided that they have the necessary experience, qualifications, skill and ability to perform the work and provided further that their seniority is greater than that of the least senior employee in the lower classification.

Section 3. In the event of a layoff, an employee so laid off shall be given ten (10) days notice of layoff by certified mail or in person with a copy to the Union. In the event of recall, ten (10) days notice mailed or delivered to his/her last known address shall be made. If he/she fails to report for work on the date required by the notification of recall mailed or delivered to his/her last known address, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

Section 4. An employee who is laid off shall have his/her name remain on the recall list for a period of eighteen (18) months or for a period of time equal to his/her seniority at the time of layoff, whichever is less.

ARTICLE XIII
HOURS OF WORK

Section 1. Scheduling the Work Week. Employees shall be scheduled to work based on seniority with the Director having the right to assign personnel based on need and work. This shall not be done in an arbitrary or capricious manner. The normal pay period shall consist of six (6) - twelve (12) hour days and one (1) - eight (8) hour day, inclusive of a paid meal period. For bidding shifts there shall be two postings per year each with two 3 month schedules. The work schedule shall be posted 20 days in advance. All schedules are subject to change based on the needs of the Department as determined by the Director. Employees may change shifts and leave days with the Director's permission and overtime does not result.

Section 2. Work Week and Work Day Definition. Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week. The Employer reserves the right to unilaterally alter the definition of a normal workday and week.

Section 3. Overtime. Employees shall be paid at the rate of time and one-half of the employee's regular rate of pay for all paid hours in excess of 80 hours in a pay period. Employees shall be paid overtime for all hours worked in excess of a normal work day, i.e. twelve (12) hours per day or eight (8) hours per day whichever is scheduled. Prior approval of overtime hours is required by the

Director. Employees will not be forced to work more than sixteen (16) hours in any twenty-four (24) hour period, unless under extreme emergencies to be determined by the Director or his/her designee.

Section 4. Compensatory Time. Upon an employee's request, compensatory time may be authorized by the Director for time worked in excess of eighty (80) hours in any pay period. Compensatory time may be taken upon mutual agreement of the employee and the Director.

Section 5. Minimum Reporting Time. Employees of the bargaining unit will be paid a minimum of two (2) hours when called in to work and may be required by the Director or his/her designee to work all of such time. However, employees will be paid for actual number of hours worked when work is contiguous to their scheduled shift.

Section 6. Swing Person. The swing person will be a full-time position for the purpose of covering for vacation, personal, compensatory time, extended leave and training time. The Director shall attempt to make reasonable accommodations with knowledge of potential personal scheduling conflicts with the employee. When this employee is not covering for others, a regular schedule will be assigned by the Director.

ARTICLE XIV LEAVES OF ABSENCE

Section 1. Family and Medical Leave.

A. General. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months is eligible for a Family and Medical Leave Act leave for a period not to exceed twelve (12) work weeks during a twelve (12) month rolling period, beginning on the first day of the employee's leave and ending twelve (12) months later. All Family and Medical Leave Act leave requests must be in writing, must give the reason for the leave, must give the expected duration of the leave and must be approved by the Director. A Family and Medical Leave Act leave of absence may be granted in the following cases:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;
2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
3. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
4. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
5. Effective January 28, 2008, up to 26 work weeks in order to care for the employee's spouse, son, daughter, parent, or the nearest next of kin blood relative

injured or ill in the line of duty while on active duty in the Armed Forces, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating; final regulations to be determined by the Secretary of Labor.

6. Effective upon issuance of final regulations from the Secretary of Labor, up to 12 work weeks for "any qualifying exigency" arising out of a spouse, son, daughter or parent in the military that is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

Leaves under Family and Medical Leave Act run concurrently with other related leaves. Employees will be placed on FMLA if the leave fits one of the eligible situations listed above and the other requirements are satisfied.

- B. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) calendar days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice as soon as practicable.

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

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
2. Shall provide the Employer with not less than thirty (30) calendar days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) calendar days the employee shall provide such notice as is practicable.

- C. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent of the employee or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;

4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent of the employee and an estimate of the amount of time that the employee is needed to provide such care;
5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

D. Intermittently or Reduced Leave Schedule. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

Subject to notification and certification requirements described below, leave to care for a spouse, child or parent of the employee or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during the twelve (12) month rolling period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.

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

F. Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer if not covered by insurance, that the employee obtain the opinion of a third health care provider

designated or approved jointly by the Employer's physician and the employee's physician concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.

- G. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertification on a reasonable basis. Re-certifications shall follow the same requirements as outlined in (C) of this Article.
- H. Accrued Leave Usage. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence. The Employer shall not allow paid sick leave to be used in those situations that would not normally be applicable for sick leave usage. While using accrued paid leave, the employee will continue to accrue benefits as set forth in the applicable sections of this contract.
- I. Continuation of Benefits. All unpaid FMLA leaves of absence shall be without fringe benefits, such as, but not limited to, insurances, sick leave accumulation, vacation accumulation, and holiday pay, which includes when an employee is on sickness and accident insurance coverage. The only exception to that policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved FMLA leave of absence. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. While on unpaid FMLA leave employees may continue other insurance coverages at their own expense. Each employee will have to make financial arrangements with the applicable offices to pay for any insurance premium payments or payroll deductions authorized by the Employer, which the employee may desire to continue while on an unpaid leave, at the employee's cost.
- J. Failure to Return to Work. If an employee fails to return from the leave after the leave has expired, and due to circumstances within the employee's control, then the employer may recover from the employee the premium which the employer paid for maintaining medical coverage during the leave. Return to work shall be defined as at least thirty (30) calendar days.
- K. Reinstatement After Leave. When a leave of absence under conditions 1 through 6 of (A) is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Director.
- L. It is the intent of the Employer and Union that this Agreement fully comply with the requirements of the Family and Medical Leave Act of 1993, as amended.

Section 2. Military Training Leaves. Upon presentation of official orders requiring training, a regular full time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full time employee of compensation records identifying the date of and payment made for the training program, the Employer shall pay the difference between the compensation received for the training and the compensation that would have been received had the regular full time employee worked as scheduled

for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) day specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee).

Section 3. Jury Duty. The Employer shall pay an employee called for jury duty the regular straight time rate which would be earned less an amount equal to the payment received for jury service. The employee must return to work and work any hours out of the scheduled workday when not actually on jury duty. In order to receive payment, an employee MUST give the Employer at least two (2) days' prior notice to the date of jury duty, where practicable, and shall furnish satisfactory evidence of reporting for or performing jury duty on the day(s) for which payment is claimed, and must furnish a copy of the payments received for jury duty. The maximum payment obligation under this Section is ten (10) working days per calendar year, with the exception of Federal jury duty. An employee who is subpoenaed to serve on Federal jury duty shall be paid for hours served at the regular straight time rate which would have been earned, less an amount equal to the payment received for jury service, up to the number of hours they were scheduled to work on the days serving on Federal jury duty. All other terms of this section shall apply to Federal jury service also.

An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance in court, provided that there is at least one and one-half hours remaining in the scheduled workday upon the employee's return.

Section 4. Sick Leave. Employees eligible for sick pay are regular full-time employees. Sick leave is payable only after completion of thirty (30) calendar days of employment. Sick leave may be used in the following cases:

1. In the event of illness, injury, temporary disability or exposure to a contagious disease endangering others.
 2. For illness, injury or temporary disability in the immediate family and provided the employee's presence is required. "Immediate Family" in such cases shall include the employee's spouse, children and any persons for whom financial or physical care the employee is principally responsible.
 3. For employee's doctor or dentist appointments and for doctor or dentist appointments for the employee's immediate family, as defined in 2. above, provided the employee's presence is required.
- A. Sick leave shall accumulate at the rate of four (4) hours per pay period.
- B. Unused sick leave may be accumulated from year to year up to a maximum bank of Nine Hundred Sixty (960) hours.

Employees may use up to 24 sick hours per calendar year as personal leave hours. Personal leave hours shall not accumulate and shall be scheduled by the Director.

When an employee is laid off or severs employment, after completing six (6) years of continuous service, the employee shall receive fifty percent (50%) pay for all accumulated sick leave up to nine hundred sixty (960) hours' accumulation, provided the applicable advance notice is given.

Upon retirement (provided the applicable advance notice is given), or death, the employee, or in the case of death, the employee's estate, shall receive fifty percent (50%) pay for all accumulated sick leave up to 960 hours accumulated. Retirement shall be defined as an employee retiring under the County pension program.

Only employees that submit documentation (time sheets) will be paid according to the Contract. Employees who are on sick leave more than three (3) consecutive workdays may be required to present a signed, written statement from their physician stating they are physically able to return to work prior to starting work. Any and all cost required to obtain such statement from a physician will be paid by the employee.

Section 5. Funeral Leave.

(1) For all employees, up to 36 hours leave may be used as funeral leave for a death of spouse or child upon proper notification to the Director as soon as reasonably possible.

(2) Up to 32 hours leave may be used as funeral leave for the death of parent, brother, sister, step-parents, step-child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, upon proper notification to the Director as soon as reasonably possible.

(3) Up to 12 hours leave may be used to attend the funeral of an aunt or uncle shall be permitted upon proper notification to the Director as soon as reasonably possible.

No day will be granted under paragraph two and three of this policy if the employee fails to attend the funeral. This policy is for the purpose of providing compensation to an employee, which he/she would normally have received, for time lost from scheduled work and is not intended to provide for extra pay or pay for days the employee would not normally have worked. An employee selected to be a pallbearer at a funeral of a deceased county employee will be granted time off with pay for the time necessary to attend this funeral.

An employee may use personal leave or vacation time with permission of the Director or his/her designee, to attend the funeral or service of anyone not covered above in lieu of losing pay.

ARTICLE XV
HOLIDAYS

Section 1. Holidays. Full-time employees will receive eight (8) hours pay for the following paid holidays, provided they meet the eligibility requirements set forth below:

New Years Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

Floating Holidays. Twenty-four (24) hours of floating holidays - to be requested by the employee and approved by the Director. Employees accrue two (2) hours floating holiday for each month of service, if the employee worked or was on approved and paid vacation or sick time for fifteen (15) days in the one (1) month period. January 1st of each year, employees floating holiday bank will be credited with the hours earned in the previous year. Floating holidays will be credited on January 1st for new employees based on a pro rata amount earned from the date of hire. Floating holiday hours must be used within the calendar year and will not be allowed to accumulate. However, if utilization within the year was not allowed due to scheduling by the Employer, the employee shall be paid compensation for the floating holiday. Upon termination of employment, an employee shall not be compensated for accrued but unused floating holidays.

Section 2. Except for floating holidays, employees who work on paid holiday shall be paid time and one-half (1-1/2) for all hours worked on that holiday in addition to their regular rate of pay.

Section 3. Employees eligible for holiday pay under Section 1 above are subject to the following conditions and qualifications:

- A. Eligible employees shall only receive holiday pay if they work or have an approved day off, the day before and the day after a holiday, unless approved by the Director. Under this section only, an Employee that calls in sick, or is called in sick before or after a holiday, shall present a doctor's return to work slip indicating the employee was sick and was unable to work, for the day prior and/or after the holiday or the holiday itself.
- B. Holiday scheduling is to be determined by the Director.
- C. The employee must not be suspended for disciplinary reasons the day of, before, or after a holiday.
- D. The employee must not be on layoff or a leave of absence.
- E. An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to any holiday pay and may be subject to discipline.

ARTICLE XVI
VACATIONS

Section 1. Full-time employees in the bargaining unit shall be eligible for vacation with pay, and shall accrue and earn this vacation on a monthly pro rata basis in accordance with the following schedule:

104 hours after 1 year
120 hours after 5 years
136 hours after 9 years
160 hours after 14 years
200 hours after 20 years
240 hours after 25 years

Employees will be eligible to take this vacation on the anniversary of their date-of-hire.

Section 2. Employees may not accumulate more than one and one-half (1-1/2) times the employee's annual accrual of vacation time. Any vacation hours accumulated in excess of the above maximum shall not be compensated and shall be lost. Any employee who has more than six (6) years of service may receive payment for all accrued vacation, subject to the above maximum, upon termination from employment, provided two (2) weeks' notice of voluntary termination is properly given by the employee.

Section 3. Vacation hours must be scheduled in advance with the Director. Vacations shall be scheduled on a first come, first serve basis, subject to the Director's right to approve and disapprove, in whole or in part, vacation requests, and reschedule vacations dependent upon the department's operational needs. Employees will be paid for accrued vacation that may be lost due to the maximum accumulation provisions of this article provided that the employees are unable to use their vacation due to the Employer's scheduling problems.

Section 4. The employer shall make available direct deposit for any period the employee requests. No advanced payroll checks will be provided.

ARTICLE XVII
INSURANCE

Effective June 1, 1995 the Employer offered an IRS Section 125 flexible benefit plan.

Section 1. Sickness and Accident Insurance. Effective January 1, 2006 the Employer provided sickness and accident short term disability insurance coverage commencing on the 31st consecutive day of sickness and injury and providing at least sixty-five (65%) percent of the employee's weekly wages, was increased from up to four hundred (\$400) dollars, to up to five hundred (\$500) dollars per week for a maximum period of fifty-two (52) weeks. Effective January 1, 2008 the weekly maximum was increased to up to six hundred (\$600) dollars per week. The Employer reserves the right to change carriers provided it gives thirty (30) days' prior notice of the changes to the affected employees and benefits are not reduced.

Section 2. Medical Insurance.

A. For all full-time employees, the Employer agrees to continue its present or an equivalent hospitalization and a 50-50 co-pay dental plan insurance program with a carrier authorized to do business in the State of Michigan and shall continue to pay the insurance premium cost for the employee, dependent or family coverage, except as otherwise provided under this contract.

B. Effective January 1, 2008 and continuing until a different rate is negotiated the following health and dental premium employee contribution schedule shall be implemented:

Employees shall pay through pretax payroll deduction each pay period as follows:

Single coverage	12% of annual premium cost
Two Person coverage	12% of annual premium cost
Family coverage	12% of annual premium cost

Effective January 1, 2010 and continuing until a different rate is negotiated the following health and dental premium employee contribution schedule shall be implemented:

Employees shall pay through pretax payroll deduction each pay period as follows:

Single coverage	14% of annual premium cost
Two Person coverage	14% of annual premium cost
Family coverage	14% of annual premium cost

C. Effective January 1, 2001 the drug rider employee deductible shall be increased to \$10.00. Effective January 1, 2006 the drug rider employee deductible shall be changed to \$10.00 generic and \$40.00 brand. Community Blue office visits shall be increased to \$20 and wellness coverage increased to \$500/year.

D. Double Health Insurance Coverage:

1. If an employee's spouse works for any St. Joseph County Court or the Board of Commissioners, they shall not be eligible for double health insurance coverage (includes dental) and shall not receive health insurance under this contract.

2. Effective January 1, 2001, employees who are covered by health insurance (includes dental) from their spouse's Employer, other than St. Joseph County Courts or the Board of Commissioners, shall have the option to receive the \$2,000.00. The employee may choose such payment to be paid equally over each pay period, quarterly, or lump sum in December. That employee must sign an Employer supplied waiver form. The employee assumes all risks if they later desire to re-enroll in the Employer's insurance plan including no coverage for preexisting conditions and a waiting period for open enrollment, etc.

Section 3. Life Insurance. The Employer shall pay the required premium to provide \$15,000 term life insurance to all regular full-time employees. The policy also provides for accidental death and dismemberment benefits. The amounts of such life insurance protection, as well as other benefits and conditions, are specified in the policy.

Section 4. Continuation of Benefits. Notwithstanding any contrary provision, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or occurred, except where otherwise provided by law.

ARTICLE XVIII
PENSION

Effective April 1, 2007, the current assets and liabilities of the St. Joseph County Employees' Retirement System were transferred to the Municipal Employees' Retirement System of Michigan (MERS).

The previous plan benefit multiplier of 2.0%, vesting after 8 years of service (V8), final average compensation based on highest consecutive 60 months (FAC 5), and exclusion of longevity payments,

sick, vacation payouts, and fees for services from pension benefits did not change. Details of the pension program are explained in the MERS Plan Document.

Effective April 1, 1999 the 3% contribution made by the Employer but classified as an employee contribution shall be designated an Employer contribution, not available for employees to withdraw, other than through retirement as defined by plan. Contributions made prior to April 1, 1999 may be withdrawn upon separation.

Effective January 1, 2004 the benefit multiplier was increased from 1.8% to 2.0% and the employees began paying 2% through pre-taxed payroll deduction.

Effective April 1, 2007 the employee's 2% contribution was reduced to 1% with the understanding that the Employer could later increase this contribution up to 2%.

ARTICLE XIX CAPTIONS

The captions used in each Article or sections of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

ARTICLE XX NEW CLASSIFICATIONS

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. In the event the parties cannot reach an agreement, the employer may implement its last best offer.

ARTICLE XXI POLICIES

Section 1. Resignation. Should an employee decide to leave employment, a minimum of fourteen (14) days prior notice in writing must be given to the Director. A copy of the written notice will be forwarded to the Board of Commissioners. Failure to provide fourteen (14) days prior notice will result in loss of accrued vacation time and/or sick leave payout unless waived by the Director.

Section 2. Personnel Records. Personnel records are maintained in the Director's Office. As required under State law, employees have the right to review and have a copy made of their personnel files provided the Director or a designee is present during the review.

Section 3. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with or impair an employee's responsibilities to the Employer.

Any employee desiring to participate in outside or supplemental employment must provide fourteen (14) calendar days written notice to the Director prior to engaging in outside or supplemental employment. Location of supplemental employment shall be provided. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

Employees engaged in outside or supplemental employment shall:

- A. Not use Employer facilities as a source of referral for customers or clients.
- B. Not be engaged in during the employee's regularly scheduled working hours.
- C. Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- D. Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
- E. Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
- F. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

Section 4. Phone and/or Address Changes. An employee shall notify the Employer in writing of any change in name, address, or phone number promptly and, in any event, within five (5) calendar days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE XXII SUBCONTRACTING

Notwithstanding any other contrary provision in this contract, the Employer reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical or beneficial to have the work performed by others. Prior to subcontracting bargaining unit work, the Employer shall provide thirty (30) calendar days

notice to the Union if an employee is to be laid off. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above thirty (30) day period. However, the decision to subcontract shall be within the Employer's sole discretion. If demanded by the Union, the Employer must negotiate with the Union as to the impact of layoffs on the affected employees.

ARTICLE XXIII
PYRAMIDING OF PREMIUM PAY

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

ARTICLE XXIV
WORKER'S COMPENSATION

Employees are covered by the Worker's Compensation Laws of Michigan. Any employee involved in a work related accident or injury must report that accident or injury to the Director as soon as possible after the mishap and fill out the proper reporting forms. Failure to properly report an injury may disqualify an employee for benefits. An employee may supplement workers' compensation benefits with accrued vacation and sick time to equal their wage rate prior to going on leave. An employee receiving Worker's Compensation payments shall not earn vacation and sick leave credits while on Worker's Compensation nor shall they be eligible to receive holiday pay. In the event an employee receiving health insurance benefits is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the County may continue to pay the premiums on health insurance, dental and life insurance for a maximum of one year from the date of the injury or illness. The Board of Commissioners shall decide on a case by case basis. Thereafter, the employee may make arrangements to continue those benefits, as long as the benefits provider permits the same. All other fringe benefits shall cease while on Workers' Compensation leave.

ARTICLE XXV
GENDER

The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and vice versa, unless the context clearly requires otherwise.

ARTICLE XXVI
PAST PRACTICE

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices occurring prior to the execution agreement.

ARTICLE XXVII
NON-BARGAINING UNIT PERSONNEL

Section 1. The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis so long as the exercise of this right does not displace or replace bargaining unit personnel. They shall not be covered by the terms of this Agreement.

Section 2. The Director and/or supervisors may perform bargaining unit work at any time.

Section 3. A full-time non-probationary employee of the Union may elect to take a leave of absence to take an interim supervisory position within the Central Dispatch Center under the following conditions:

- A. The employee shall take a leave of absence from the Union.
- B. The employee's seniority shall remain, but will not accrue during this period.
- C. If the supervisory position becomes open, any full time non-probationary employee may apply for this position.
- D. The employee placed in the interim supervisory position may or the employer may determine, with two weeks written notice to return the employee to their previous position.
- E. While in the position of interim supervisor, the employer will determine wages, not lower than their current wage.
- F. Interim supervisors shall have the same responsibilities and duties as current supervisors of this agency, and shall be governed by the St. Joseph County personnel policies.

ARTICLE XXVIII
PART-TIME EMPLOYEES

Section 1. Employees covered by this Agreement who are paid for at least twenty (20) hours per week and less than forty (40) hours per week shall be considered regular part-time employees. Regular part-time employees, unless specified otherwise in other provisions of this Agreement, shall be entitled to vacation leave, sick leave, and holiday pay on a pro-rata basis based on the number of hours worked after thirteen (13) consecutive weeks at twenty (20) hours or more of employment. Holiday pay shall be based upon the number of hours worked in the pay period in which the holiday falls.

Section 2. Regular part-time employees shall advance on the wage scale based on the total number of hours worked not anniversary date. EXAMPLE: One thousand forty (1040) hours of completed work equals the six (6) month level, etc.

ARTICLE XXIX
WAGES

Section 1. Rates. Effective January 1, 2009 the compensation system covered by this Agreement shall be increased by two (2%) percent. Effective January 1, 2010 the compensation system covered by this Agreement shall be increased by two (2%) percent. The parties agree to re-open the contract in

2010 to negotiate wages and health/dental insurance for 2011 and 2012. The compensation system effective January 1, 2009 and January 1, 2010; are set forth in Appendix A, which is attached hereto and by this reference made a part hereof.

Employees shall advance to the next wage step based on their date of hire, adjusted for the duration of unpaid leaves of absences, if any. Part-time employees would advance to the 6-month step after completing 1040 hours and all other steps after 2080 hours.

Section 2. Longevity. Employees hired on or before October 6, 1993 shall receive \$30.00 per year after four years continued employment and \$40.00 per year after 10 years continued employment, payable the first pay period in December or upon death or termination, whichever occurs first.

ARTICLE XXX DRUG TESTING

Section 1. Purpose. The purpose of this policy is to provide all employees with notice of the provisions of the department drug-testing program.

Section 2. Policy. It is the policy of this department that the critical mission of telecommunication justified maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program.

The telecommunication profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are dispatching are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

Where Central Dispatch employees participate in illegal drug use and drug activity, the integrity of this profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free profession, this department will implement a drug testing program to detect prohibited drug use by employees.

Section 3. Definitions.

- A. Drug Test. The compulsory or voluntary production and submission of urine or preliminary breath test (PBT) by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage. For the purposes of this policy, alcohol is considered a drug.
- B. Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any

rationaly derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

- C. Probable Cause. That amount of facts and circumstances within the knowledge of a supervisor or the Director which are sufficient to warrant a prudent person to believe it is more probable than not that an employee had committed or was committing an offense contrary to this drug policy.
- D. Probationary employee. For the purposes of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired telecommunicator.
- E. MRO - Medical Review Officer. The medical review officer is a licensed medical provider with knowledge in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician or a physician's assistant with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.
- F. Last Chance Agreement. A standard letter of conditions for continued employment that is offered by the Director, or the right to same is invoked by an employee under certain conditions outlined in this policy, after it has been determined that the employee has violated this policy. (This only applies to employees covered by this labor agreement.)
- G. Explainable Positive Result. A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.

Section 4. Procedures/Rules.

- A. Prohibited Activity.

The following rules shall apply to all employees on and off duty:

1. No employee shall illegally possess any controlled substance.
2. There is zero tolerance for alcohol when reporting for duty.
3. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner. When in the opinion of the prescribing physician, a prescription medication may affect an employee's job performance, the employee shall notify the Director, or if unavailable, their immediate supervisor. Supervisors shall document this information and forward the memorandum to the Director.

4. No employee shall ingest, inject, or otherwise utilize any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
5. Any employee who unintentionally ingests, or is made to ingest, or utilize, a controlled substance shall immediately report the incident to his supervisor or the Director so that appropriate medical steps may be taken to provide for the employee's health and safety.
6. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance or has reported to duty in an impaired state, shall immediately report the facts and circumstances to his supervisor or the Director.
7. Discipline of employees for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures and the collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Officer determines that an employee's drug test was positive, the employee may be immediately relieved of duty pending a department investigation at the discretion of the Director.

B. Probationary Employees.

All probationary employees shall be required as a condition of employment to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Director. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy, except at the discretion of the Director.

C. Employee Drug Testing.

1. Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
2. The Director may order an employee to take a drug test or a preliminary breath test (PBT) upon reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
3. All employees may be uniformly tested during any unannounced, random testing required by the department. Random testing for all employees will not exceed twice in a 365-day period.
 - a. The Director shall determine the frequency and timing of such tests.

D. Penalty.

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the department rules and regulations and may include discharge from the department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement if said person is covered under the collective bargaining agreement.

E. Drug Testing Procedures.

1. All tests administered to employees shall be conducted by trained members of the administration or in the case of PBT, administered by a Sheriff's Department employee.
2. The testing procedures and safeguards provided in this policy, to provide for the integrity of department drug testing, shall be adhered to by any administrative personnel administering drug tests.
3. Administrative personnel authorized to administer drug tests may require positive identification from each employee to be tested.
4. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, or any indirect exposure to drugs; however, medical information may be given to the testing administrative personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.
5. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of any foreign substances.
6. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than four (4) hours to give a sample, during which time he/she shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
7. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, marked and placed in identical specimen containers by authorized testing personnel. If the initial test is positive then one sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee for his Union, prior to disciplinary action, should the original sample result in a legal dispute. The

employee must request same within 72 hours of being notified of a positive and then confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed immediately.

8. Positive samples shall be sealed, labeled, initialed by the Administrator conducting the test; and checked against the identity of the employee to provide that the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
9. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The Administrator conducting the test will take the appropriate necessary steps to provide for the integrity of the second specimen.

10. If the employee tests positive on the PBT, the employee may request a regular breath test or blood test. The Director shall have the option of which second test will be given. The second test shall be given within thirty (30) minutes of the first test.
11. If the second test results are positive, the employee will be relieved of duty, without pay, until the next business day at which a hearing will be held on what action may be taken. The employee and the Director may agree to a "Last Chance Agreement" as stated in Section 4, (I) of this agreement.

F. Drug Testing Methodology.

1. The testing or processing phase shall consist of a two-step procedure:
 - a. initial screening test
 - b. confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the Director shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The initial drug screening tests selected shall be capable of identifying marijuana, cocaine, and methamphetamine. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

- Marijuana metabolite 15*
- Cocaine metabolite 150**
- Opiates:
 - Morphine..... 300+
 - Codeine 300+
- Phencycline..... 25
- Amphetamines:
 - Amphetamine 500
 - Methamphetamine 500
- *Delta-9-tetrahydrocannabinol-9-carboxylic acid
- **Benzoylcegonine
- + 25ng/ml if immunoassay-specific for free morphine
- Barbiturates 300

5. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
6. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
7. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

G. Chain of Evidence-Storage.

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain-of-custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until pending legal disputes are settled.

H. Drug Test Results.

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employees or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to provide for the acceptable performance of the employee's job duties.
2. If the employee tests negative, no record will be kept of the incident.

I. Procedures for Implementation of the Last Chance Agreement.

1. An employee whose drug test has been confirmed positive by the Medical Review Officer or in the case of PBT by the certified PBT operator, if found guilty during department disciplinary proceedings, may be offered a last chance agreement, provided they are covered under the collective bargaining agreement.
2. Standard letter of conditions for continued employment (last chance agreement) must be signed by the Director and the employee.
3. Employee must (at their expense) attend and complete the employee assistance program and/or an authorized rehabilitation program, as approved by the Director and the employee.
4. Employee must sign a form releasing any and all information to management as may be requested.
5. Employee must pass a medical examination administered by a medical facility designated by the Director prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
6. Employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
7. Once authorized to return to duty, the employee must submit to periodic urinalysis as may be determined by the Director.
8. The employee shall be subject to the terms of this program for three (3) years after their return to work.
9. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
10. Employee must be advised that the employee is not obligated to sign the agreement and be advised they have the right to seek the counsel of their legal and/or labor representative.

LAST CHANCE AGREEMENT

RE:

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on _____, and;

Whereas, the St. Joseph County Central Dispatch Department will conditionally reinstate _____ to the position of _____, provided the employee is found by medical examination to be capable of performing all the duties of the classification as determined by the St. Joseph County Central Dispatch Department and subject to the following terms and conditions being met and maintained.

Now, therefore, it is agreed that the:

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source or program.
3. Employee must pass a medical examination administered by a medical facility designated by the Director prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the employee must submit to a periodic urinalysis as may be determined by the Director.
6. Upon clearance by the medical facility designated by the Director, _____ shall be returned to the St. Joseph County Central Dispatch Department as a _____.
7. Once returned to duty, _____ will present himself/herself to the department's employee assistance program or authorized rehabilitation program for evaluation, and agree to, as well as follow any and all directives given to him/her by the employees assistance program or approved rehabilitation source for a period of not more than three (3) years. _____ agrees to sign appropriate forms releasing any and all information to the St. Joseph County Central Dispatch Department as may be requested. Failure to follow the rehabilitation directives are grounds for discharge.
8. _____ shall submit to controlled substance testing at the discretion of the Director.
9. (If applicable) the union shall withdraw with prejudice the grievance # _____ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and _____ from any and all claims relating thereto. _____ shall release and discharge the union and the employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, employee _____ releases the governmental unit from all

liability and claims he may have had or now has with respect to his employment with the St. Joseph County Central Dispatch Department whether such claims or liability arise under federal or state statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the _____ and the association.

- 10. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no presidential value.

Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.

- 11. It is further understood and agreed upon by the parties who have affixed their signatures below that if employee _____ fails to complete any portion of this agreement, that employee shall be immediately terminated. Further, this discipline shall be final and shall not be subject to the grievance procedure or arbitration under Article IX of the Union contract.

Dated this _____ day of _____ .

Employee

Director

ARTICLE XXXI
MISCELLANEOUS

Section 1. Subject to the County's general liability insurance coverage, the Employer shall provide to the employee such legal assistance as shall be required and shall pay any judgment against, as a result of the good faith acts occurring when and while said employee is performing his normal duties. The section shall only apply to civil litigation.

Section 2. Proper and safe equipment shall be made available to all employees in order for them to perform their duties.

Section 3. Authorized representatives of the Union shall be permitted to visit the operation of the Center during working hours to converse with the steward, or any other employee as necessary, concerning matters covered by this Agreement. The visits shall not be disruptive to the normal operations of the Center and the Union Representative shall notify the Director when on premises.

Section 4. Subject to procedures provided in the County Personnel Manual, the Employer shall pay the tuition, expenses of and provide transportation or pay for mileage for training sessions provided by, or offered through, the Employer outside of normal working hours. Any certification required of an

employee for employment purposes shall be paid for in its entirety by the Employer.

Section 5. Uniforms, if required by the Employer, shall be furnished and replaced as needed by the Employer.

Section 6. Employees shall be granted a minimum rest period of eight (8) hours before being required to return to work, except in the case of emergencies or staff shortages.

Section 7. The Employer shall provide a bulletin board in the Center for the posting of Union notices and/or publications.

Section 8. As per past practice, a break area shall be provided for the use of the employees. This area shall contain equipment for the purpose of heating and cooling food.

Section 9. Members of the bargaining unit shall be allowed to participate in the St. Joseph County Deferred Compensation Plan if they so desire.

Section 10. The bargaining unit shall be provided no more than one copy of this Agreement by the Employer.

Section 11. Paydays shall be on the Friday following the end of each pay period. There shall be no early release of pay checks.

Section 12. Telecommunicator's Training Program. Telecommunicators who are selected as a telecommunicator training officer (TTO) and who are charged with the responsibility of training probationary and part-time telecommunicators, shall be paid an additional one (1) hour pay at their then current straight time hourly rate, for the day the trainer is assigned to training and is training a probationary or part-time telecommunicator. Only assigned trainers will receive this compensation.

ARTICLE XXXII SEPARABILITY

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

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

APPENDIX A

WAGES

Effective January 1, 2009*
(2% Increase)

<u>MIN</u>	<u>6 MO</u>	<u>STP 1</u>	<u>STP 2</u>	<u>STP 3</u>	<u>STP 4</u>	<u>STP 5</u>	<u>STP 6</u>	<u>STP 7</u>	<u>STP 8</u>
14.56	14.84	15.13	15.64	16.22	16.76	17.30	17.85	18.39	18.94

Effective January 1, 2010
(2% Increase)

<u>MIN</u>	<u>6 MO</u>	<u>STP 1</u>	<u>STP 2</u>	<u>STP 3</u>	<u>STP 4</u>	<u>STP 5</u>	<u>STP 6</u>	<u>STP 7</u>	<u>STP 8</u>
14.85	15.14	15.43	15.95	16.54	17.10	17.65	18.21	18.76	19.32

Effective January 1, 2011
(__ Increase)

<u>MIN</u>	<u>6 MO</u>	<u>STP 1</u>	<u>STP 2</u>	<u>STP 3</u>	<u>STP 4</u>	<u>STP 5</u>	<u>STP 6</u>	<u>STP 7</u>	<u>STP 8</u>
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TO BE DETERMINED

Effective January 1, 2012
(__ Increase)

<u>MIN</u>	<u>6 MO</u>	<u>STP 1</u>	<u>STP 2</u>	<u>STP 3</u>	<u>STP 4</u>	<u>STP 5</u>	<u>STP 6</u>	<u>STP 7</u>	<u>STP 8</u>
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TO BE DETERMINED

*Wages are retroactive only for employees employed on the date of ratification by the parties.