

ABBY

AGREEMENT BETWEEN

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Union)

And

ROSCOMMON COUNTY BOARD OF COMMISSIONERS
(Employer)

For

ROSCOMMON COUNTY E-911 CENTRAL DISPATCH
January 1, 2011 through December 31, 2011

POAM E-911
1/1/11-12/31/11

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AGREEMENT

This Agreement shall be effective upon execution of the parties and is by and between the ROSCOMMON COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the Board or Employer, and POLICE OFFICERS ASSOCIATION OF MICHIGAN, ROSCOMMON COUNTY E-911 CENTRAL DISPATCH, TELECOMMUNICATIONS UNIT, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

1.1: Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of the County of Roscommon classified as 911 Dispatchers working an average of more than sixteen (16) hours per week in a calendar quarter.

Excluding: All other employees including, but not limited to, supervisors, temporary, confidential and executive employees.

ARTICLE II
EMPLOYER RIGHTS

2.1: 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 units of government; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, layoff and recall personnel; to suspend, discipline, demote, and discharge non-probationary personnel for just cause; to suspend, discipline, demote, and discharge probationary personnel with or without cause; to establish, amend, supplement or delete work rules, including rules concerning personal dress and grooming and drug and alcohol testing, 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.

ARTICLE III
UNION DUES, REPRESENTATION FEES

3.1: **Payroll Deduction.** The Employer agrees to deduct Union dues or Union representation fees from employee's paychecks to become effective the first payday of the month, following the employee's successful completion of one (1) month of employment as outlined in this section. The Union dues or representation fees shall be sent to the designated Treasurer of the Union at 27056 Joy Road, Redford, Michigan 48239. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

3.2: **Dues; Conditions.** The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues or representation fee, subject to all of the following conditions:

- 3.2.1 The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

- 3.2.2 All checkoff authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's steward, and no checkoff shall be made until such deficiency is corrected.
- 3.2.3 All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
- 3.2.4 The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.
- 3.2.5 The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- 3.2.6 The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

3.3: **Continued Employment.** The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that

notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.

3.4: **Hold Harmless and Indemnification.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this section or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE IV
NO STRIKE PLEDGE

4.1: 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 Roscommon 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 V
PROBATION; DISCIPLINE

5.1: **Probationary Period.** All employees shall be considered probationary employees until the employee has completed two thousand eighty (2080) regularly scheduled hours or one (1) year of continuous, regular employment, whichever period is longer. During the probationary period, the employee may be terminated 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 probationary employee can be terminated for any reason or for no reason. 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; provided, however, that if an employee is absent from work due to a layoff or leave of absence of any kind including sick leave, his/her probationary period shall be extended by a period equal to the duration of such absence. For those employees who have completed the above provision, they shall not have a new probation period once the agreement is signed by both parties.

5.2: **Discipline.**

- 5.2.1 **Just Cause.** The Director shall not discharge or discipline a non-probationary employee except for just cause.
- 5.2.2 **Counseling Memorandums.** The Union acknowledges that counseling memorandums may be utilized by the Employer. Counseling memorandums shall not be construed as disciplinary action and are not subject to the grievance procedure.
- 5.2.3 **Record.** In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than twenty-four (24) months previously and shall remove from his/her file all counseling memos and reprimands over twenty four (24) months old, provided that the employee has not received further counseling memos or reprimands for the same or similar offense.
- 5.2.4 **Disciplinary Meetings.** Whenever practicable, the Director or his designee will meet with the employee involved and his Union Representative prior to the employee's suspension or discharge.
- 5.2.5 **Notice of Disciplinary Action.** At the time of the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify a Local Union Representative in writing of the reasons therefore and will, within the same

period of time, cause a copy to be issued to the employee involved.

- 5.2.6 **Leaving Premises**. Whenever possible, the discharged or suspended employee will be allowed to discuss his discharge or suspension with a steward before an employee is required to leave the property of the Employer, and the Employer will make available an area where this may be done.

ARTICLE VI **GRIEVANCES**

6.1: **Definition**. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. It shall be signed by the employee and Union steward. All grievances shall be commenced within five (5) business 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.

6.2: **Procedure**. Any employee having a grievance shall present it as follows:

- 6.2.1 **Step 1**. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) business days under the terms and requirements as stated above, by submitting the written grievance to the Director. Within ten (10) business days after receiving the written grievance from the employee, the Director shall give a written response to the grievance to the grievant with a copy to the Union Steward. The ten (10) business 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 Agreement. The decision of the Director shall not act as precedent.

6.2.2 **Step 2.** If the grievance is not satisfactorily resolved at Step 1, it may be appealed by resubmitting the grievance to the Chairperson of the County Board of Commissioners within five (5) business days following receipt of the Employer's Step 1 answer. Within ten (10) business days after the grievance has been filed with the proper Employer representative, a meeting shall be held between representatives of the Employer and representatives of the Union. The Employer representatives shall be representatives of the County Board of Commissioners, together with other designated representatives. The Union's representatives shall be the Steward and other designated representatives. If the meeting cannot be scheduled within the ten (10) day period, it shall be scheduled at mutual convenience of the parties. Either party may have non-employee representatives present, if desired. In order for the grievance to be satisfactorily resolved, it must be signed by a representative of the County Board of Commissioners. In addition, the Employer may require transcripts of the meeting be taken by a certified court stenographer and placed on file with the Director.

6.2.3 **Step 3.** If the grievance is not satisfactorily resolved in Step 2, the Union may request arbitration, in accordance with the procedures of MERC, by notifying the office of the County Clerk in writing within ten (10) business days after receipt of the Employer's answer in Step 2. 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.

6.3: **Arbitration Proceeding; Scope of Authority.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and

shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges these limitations of authority, and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction, or that such decision was obtained through fraud or other unlawful action. Either party may, at its own expense, employ the services of a certified court reporter for the purposes of preserving the proceedings at the hearing. The fees and expenses of the Arbitrator and MERC shall be shared equally by the Employer and the Union.

6.4: **Employer Approval of Settlement.** All resolutions of grievances prior to step 3 shall not be binding on the Employer unless approved by the County Board of Commissioners.

6.5: **Time Limits.** When reference to business days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties. The failure of either party to follow the time limits outside herein shall result in the following:

6.5.1 If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.

6.5.2 In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

6.6: **Election of Remedies.** When comparable remedies are sought 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 Agreement, the Union

and the affected employee shall withdraw the grievance with prejudice. If an employee elects to use the grievance procedure provided for in this Agreement 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.

6.7: **Class Action Grievances**. The Union shall have the right to file class action grievances provided the grievance is one which seeks relief for the unit as a whole and not for the benefit of a sole employee. Class action grievances shall be signed by the unit steward.

6.8: **Expedited Grievance**. Should an employee who has been discharged or suspended consider such discipline to be improper, a grievance may be processed initially at Step II of the Grievance Procedure within five (5) business days of such action. The Union may file the grievance on behalf of the employee so disciplined.

ARTICLE VII **SENIORITY**

7.1: **Definition**. Seniority shall be defined as the length of an employee's continuous full-time service with the Roscommon County E-911 Central Dispatch Board since the employee's last date of hire in a bargaining unit position, excluding unpaid leaves of absence of more than twenty (20) consecutive days.

7.2: **Loss of Seniority**. An employee's seniority and employment relationship with the Employer shall automatically terminate for any of the following reasons:

- 7.2.1 If the employee quits or retires;
- 7.2.2 If the employee is discharged and the discharge is not overturned on appeal;
- 7.2.3 If the employee is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which misdemeanor results in jail time;

- 7.2.4 If the employee fails to report for work for two (2) consecutive working days unless an excuse acceptable to the Employer is presented;
- 7.2.5 If the employee fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- 7.2.6 If the employee has been on layoff status for a period of eighteen (18) months or the length of the employee's seniority, whichever is less;
- 7.2.7 If the employee makes an intentionally false statement on the employee's employment application;
- 7.2.8 If the employee has been on a medical leave of absence, for a period of one (1) year or for a period equal to the length of the employee's seniority at the time such medical leave commenced, whichever is less.
- 7.2.9 If the employee has been on a workers' compensation leave of absence, for a period of one (1) year or for a period equal to the length of the employee's seniority at the time such workers' compensation leave commenced, whichever is less.

ARTICLE VIII
LAYOFF AND RECALL

8.1: **Procedure.** Seniority shall prevail in the layoff and recalling of employees within the affected classification. Layoff shall be determined by the Board. 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. There shall be no bumping rights for employees who are laid off. No permanent or probationary employee shall be laid off from his position in the 911 Center while any temporary or irregular employees are serving in the same position in the Department

8.2: **Notice.** In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days notice mailed or delivered to the employee's last known address shall be made. If he/she fails to report for work within five (5) days following notification of recall mailed or delivered to the employee's last known address or if he/she fails to inform the Employer within two (2) business days following delivery of notification of recall that he/she intends to return to work for the Employer, 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 the employee's last known address.

8.3: **Recall Rights.** When an employee is laid off, the employee's name shall remain on the recall list for a period of eighteen (18) months or for a period of time equal to the employee's seniority at the time of layoff, whichever is less.

ARTICLE IX **HOURS OF WORK**

9.1: **Definitions.** An employee's normal work period shall consist of eighty (80) hours of work in a period of fourteen (14) consecutive days. A normal work day commencing from the start of the employee's regularly scheduled shift shall consist of twelve (12) consecutive hours of work, or of ten (10) consecutive hours of work, or of eight (8) consecutive hours of work, in a twenty-four (24) hour period, at the discretion of the Director to ensure the smooth operation of the Center.

9.2: **Limitations; Scheduling.** Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week. All schedules are subject to change based on the needs of the department as determined by the Director. Such determination shall not be made in an arbitrary or capricious manner.

9.3: **Posting Schedules; Changes.** The work schedule shall be established by the Director and, when practicable, posted thirty (30) days in advance. The Director reserves the right to change the work schedule and the starting and quitting times for any and all shifts when operating conditions warrant such change. The Employer

shall give the employee as much advance notice of changes as is available to the Employer.

9.4: **Overtime**. All work hours compensated in excess of eighty (80) hours in a fourteen (14) day work period shall constitute overtime work and shall be paid at the rate of time and one-half of the employee's regular rate of pay. The Employer reserves the right to change the definition of a work week. Prior approval of overtime hours is required by the Director. The overtime list will be kept on a calendar basis. List maintenance and overtime assignment will be accomplished by a union representative. All paid hours earned will be counted to calculate eligibility for overtime payment.

9.5: **Compensatory Time**. Comp. time may be authorized by the Director for time worked in excess of eighty (80) hours in any work period. Compensatory time may be taken upon mutual agreement of the employee and the Director. Compensatory time may be accumulated but must be used within the calendar year. If not used, the employee will be paid for all unused compensatory time on the last paycheck of the calendar year.

9.6: **Trading of Pass Days**. Employees may trade pass days within the same two week pay period and shifts, provided they first obtain the permission of the Director or his designee. An employee working on a voluntarily traded pass day or shift shall not be entitled to overtime premium for working that day.

9.7: **Shift Assignments**. Shift assignments for employees will be made on an eighty-four (84) day basis. Determination of the shift assignments shall be based on the employee's preference according to his/her seniority within the classification. Employees shall not list their first shift preference as the same shift for more than three (3) times in a calendar year. Those eligible must have completed at least one year of service within Central Dispatch.

The Employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department. Management maintains the right to make temporary assignments in mid-quarter due to extended illnesses, training, promotions, vacancies or probationary employee status, and 30 days prior notice shall be given to the employee when it affects vacations, to accommodate the employees and the shift.

An employee may request a shift preference at the first selection period after he/she has completed at least one (1) year of service with Central Dispatch, or at the first selection period after transfer to or from another classification. If there is not a full compliment of Senior Dispatchers, the Senior Dispatcher will exchange shifts with the dispatcher, on the opposite shift, who has the most seniority. Bid off must be a minimum of ten (10) weeks. The balance of less than ten (10) weeks must be made up on the next bid to satisfy the total of twelve (12) weeks. If the balance is made up going into a new year, they shall not count toward the next year's bid off requirement. Dispatchers may also sign a bid off agreement with the dispatcher on the opposite shift as stated in the policy and procedures manual.

9.8: **Eight Hours Off Between Assignments.** The Employer shall make reasonable efforts to ensure employees have at least eight (8) hours off between reporting off duty and reporting for the next assignment.

9.9: **Pagers.** All dispatchers who are issued pagers must carry them and keep them turned on and accessible at all times as a tool of filling overtime and for emergencies. When a dispatcher will be out of the area that the pagers operate or unavailable to receive a page, this situation must be reflected on the sheet in the schedule book. Dispatchers may also use cell phone in lieu of pagers. The employer agrees to reimburse dispatchers for text messaging up to and including \$4.99.

Upon being paged, the dispatcher must contact the dispatch center within one (1) hour of receiving the page. Test pages must be answered within four (4) hours. Pagers issued to the employees are for the employees use only and may not be loaned to other individuals. Pagers may be used to receive personal pages from family and friends. Replacement batteries will be provided on an as needed basis. It is the responsibility of the employee to make sure that their pager is in working order. If the pager is defective, it must be reported to management as soon as possible. Unless there is an emergency, it is agreed that employees will not be paged between 12 A.M. - 6 A.M. or 9 A.M. - 3 P.M.

If a page goes unanswered by an employee, without a valid reason, that person may be subject to discipline at the discretion of management. Such determination shall not be made in an arbitrary or capricious manner.

9.9.1 **Pager Incentive**. Any dispatcher who has worked in excess of eighty (80) hours in a fourteen (14) day work period, who is "called in" either voluntarily or being mandated to work a minimum of a six (6) hour shift with less than twelve (12) hours notice, shall be paid at the rate of time and one-half of the employee's regular rate of pay for a maximum of two (2) additional hours prior to the start of the shift. (Extending the end of the shift is not considered "call-in.") When possible, calls to fill overtime shall be made as soon as the overtime situation becomes apparent.

9.10: **Temporary Hire Employees**. The bargaining unit agrees to allow the hiring and use of temporary full-time employees, with the following conditions:

1. Temporary hire employees shall not be entitled to fringe benefits, except they shall be paid time and one-half (1-1/2) their regular rate of pay for working on holidays as specified in Section 15.1 of the collective bargaining agreement.
2. Temporary hire employee's rate of pay shall start at the starting salary of the position they are hired to fill. They shall be entitled to pay raises as stated in the salary appendix in the collective bargaining agreement.
3. Temporary hire employee shall be terminated from employment upon the return to work of the regular full time employee they are replacing. A temporary hire employee may also be discharged at any time by the Director without just cause.
4. If the regular full time employee that the temporary hire employee is replacing does not return to work and that employment relationship ceases to exist, the following shall apply:
 - A. Within ten (10) days of the termination of the regular full time employee, the temporary hire employee shall be either promoted to the regular full time position or terminated from

employment and a new regular full time employee shall be hired to fill the position.

5. If a temporary hire employee is promoted to regular full time employment the following shall apply:
 - A. Their seniority date shall be the date they were hired to the temporary hire employee position, not the date they were promoted to regular full time employment.
6. The temporary employee status shall also apply during and for training purposes.
7. Temporary employees promoted to full-time employment will have insurance benefits start 90 days after their start date as a full-time employee.

9.11: **Shift Premium**. Each employee shall be eligible for a \$.25 per hour shift premium when they work the night shift. The shift premium will be paid for all hours worked whether regular or overtime, with the exceptions being no premium will be paid if the employee is using sick or vacation hours.

ARTICLE X
LEAVES OF ABSENCE

10.1: **Medical Leaves**.

10.1.1 **Family and Medical Leave Act**.

1. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
2. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.

3. 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.
4. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
5. 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.

10.1.2 **Continuation of Benefits.** All personal leaves of absence shall be without pay and benefits. The only exception to its policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions 10.1A4 above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during an unpaid personal leave of absence after the periods noted above. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

- 10.1.3 **Reinstatement After Leave.** When a leave of absence under conditions 10.1A4 above is granted for more than twelve (12) weeks, or for more than thirty (30)calendar days under condition 10.1A5 above, 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 Employer.
- 10.1.4 **Notice.** For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable. When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:
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) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.
- 10.1.5 **Certification for Medical Leaves.** For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or

parent of the employee, as appropriate. This certification shall be sufficient if it states:

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 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.

10.1.6 **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.

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

10.1.8 **Subsequent Recertification.** The Employer may require that the eligible employee obtain subsequent medical re-certifications on a reasonable basis.

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

- 10.2.1 A serious health condition that makes the employee unable to perform the functions of the employee's position;
- 10.2.2 In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
- 10.2.3 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;
- 10.2.4 Because of the birth of a son or daughter of the employee and in order to care for such son or daughter; or
- 10.2.5 To attend an educational institute, or for other reasons deemed appropriate by the Director.

10.3: **Military Training Leaves.** Upon presentation to the Director of official orders requiring training, a regular full-time employee who is a member of an armed forces reserve unit or National Guard may be granted a leave of absence to engage in annual training. If leave is granted, 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 two (2) weeks annually. In the event that the annual training required for an employee exceeds the two (2) weeks 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). The Employer reserves the right to deny a request for military leave if, in the Employer's sole discretion, the granting of such leave will significantly impair the ability of the Employer to properly operate the Dispatch Center.

10.4: **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 work day 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, 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.

10.5: **Sick Leave**. The Employer provides sick leave with pay for full-time employees in accordance with and under the following conditions:

- 10.5.1 Upon completion of six (6) months of employment, each employee shall be credited with forty-eight (48) hours of sick leave and will thereafter earn additional sick leave at the rate of eight (8) hours for each month that the employee works or receives vacation pay for at least one hundred twenty (120) hours.
- 10.5.2 One (1) day of sick leave shall equal twelve (12) hours of the employee's regular hourly rate when the sick leave is taken.
- 10.5.3 An employee may utilize paid sick leave, vacation, comp, and personal time when it is established to the Employer's satisfaction that the employee is incapacitated for the safe performance of duty due to illness or injury.
- 10.5.4 The Employer may require as a condition of any sick leave use a medical certificate setting forth the reasons or verification for the sick leave from a doctor. Such requirement shall not be used as a means of discipline, or shall it be utilized in an arbitrary or capricious manner.
- 10.5.5 Unused earned sick leave credits may accumulate up to a total of one thousand (1000) hours.
- 10.5.6 After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation, holiday pay and insurances.
- 10.5.7 Abuse of sick leave or excessive absence due to illness or injury is cause for discipline up to and including discharge.

- 10.5.8 Sick leave may be utilized by an employee for appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist. Up to forty (40) hours per calendar year may be used for the care of the employee's sick parent, spouse, or minor child where the employee's attendance is essential for their parent, minor child or spouse's care.
- 10.5.9 Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.
- 10.5.10 Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.
- 10.5.11 No sick leave is allowed for part-time employees. All absences by part-time employees are without pay.
- 10.5.12 A full-time employee with an accumulation of both annual and sick leave may use annual vacation after sick leave is exhausted only with the prior approval of the Director.
- 10.5.13 Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages, except as provided in this subsection. Upon termination of an employee, except for discharge for just cause, the employee shall be paid for fifty percent (50%) of the employee's accumulated sick leave. Upon the death of an employee, one hundred percent (100%) of the

employee's accumulated sick leave will be paid to the employee's beneficiary or to the employee's estate if no beneficiary was named.

10.5.14 Employees must notify the Director at the earliest opportunity when they will be off work because of illness or injury. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate supervisor as soon as the condition is known. The Employer may require a doctor's certificate from a doctor selected by the Employer as to the time that it is likely the employee will have to be absent because of the physical condition.

10.6: **Funeral Leave.** After completing twelve (12) months of employment, an employee shall be granted up to twenty-four (24) hours leave to attend the funeral when death occurs in the employee's immediate family. An employee who loses work from the employee's regularly scheduled hours shall receive the employee's regular rate of pay for such lost time. Immediate family shall mean the employee's spouse, parent, step-parent, child, step-child, grandchild, grandparent, son-in-law, daughter-in-law, sister, step-sister, brother, step-brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative residing in the employee's household. Employees who have not been employed for twelve (12) months upon approval of the Director may take unpaid funeral leave.

10.7: **Personal Time.**

10.7.1 During an employee's first calendar year of full-time employment in a position covered by this agreement, they shall receive personal time as follows:

DATE OF HIRE PERSONAL TIME	
1/1 - 6/30	16 hours
7/1 - 9/30	8 hours
10/1 - 12/31	0 hours

However, no personal time may be used until an employee has completed at least ninety (90) days of service.

10.7.2 After an employee's first calendar year of full-time employment in a position covered by this agreement, they shall receive personal time as follows:

Effective January 1st of each year, full-time employees covered by this Agreement shall be allowed a maximum of twenty-four (24) hours of personal time leave of absence with pay each calendar year.

10.7.3 There shall be no accumulation or carryovers of such leave days from one calendar year to another.

10.7.4 Requests for a personal day leave of absence must be made to the employee's immediate supervision seven (7) days in advance of the date requested. Such advance notice may be waived due to extenuating circumstances, however, the employee shall give as much advance notice to his immediate supervisor as possible. The number of leave days to be taken at any one time shall be determined by the employee's immediate supervisor in his sole discretion, however the immediate supervisor shall not be unreasonable in making his determination. A request for a personal leave day may be denied if the absence would unreasonably interfere with the services provided by the Employer.

ARTICLE XI
HOLIDAY PAY

11.1: **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 Year's Day	January 1st
Good Friday	Applicable Friday Each Year
Easter	Applicable Sunday Each Year
Memorial Day	Last Monday in May

Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th

11.2: **Pay for Working Holidays.** Employees who work on a paid holiday shall be paid two and one-half (2-1/2) times their regular rate for hours worked on that holiday to be paid with the pay check following the worked holiday.

11.3: **Conditions.** Employees eligible for holiday pay are subject to the following conditions and qualifications:

11.3.1 Eligible employees shall only receive holiday pay if they work or have an approved day off the last scheduled workday before and the first scheduled workday after a holiday, unless approved by the Director.

11.3.2 Holiday scheduling is to be determined by the Director.

11.3.3 The employee must not be suspended for disciplinary reasons the day of, before, or after a holiday, unless the suspension is overturned pursuant to the grievance procedure.

11.3.4 The employee must not be on layoff or a leave of absence.

11.3.5 An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to holiday pay and may be subject to discipline.

11.4: **Holidays During Vacation.** Holidays falling within an employee's vacation shall be paid as holidays, not as vacation.

11.5: **Payout.** With the exception of Christmas Eve and Day, employees shall be paid for all earned holiday pay provided for in Section 1 of this Article on the payday closest to December 1st by separate check. Employees eligible for the Christmas Day holiday will be paid for such holiday on the first payday following Christmas Day.

ARTICLE XII
LONGEVITY

12.1: **Longevity Benefits.** Longevity benefits shall be determined on the anniversary date of the employee. All full-time employees who have completed a minimum of five (5) years full-time employment with the Employer shall receive longevity benefits in accordance with the following schedule:

<u>Years of full-time service</u>	<u>Benefit Amount</u>
5	\$125
6	150
7	175
8	200
9	225
10	260
11	295
12	330
13	365
14	400
15	435
16	470
17	505
18	540
19	575
20 or more	610

12.2: **Payout.** Longevity benefits shall be paid to eligible employees in a separate check on the pay day closest to the employee's anniversary date.

12.3: **Retention.** Employees on leaves of absence or layoff, including disciplinary layoffs, shall retain all time earned toward the payment of longevity benefits provided by this Agreement, but shall not accrue any additional time or receive longevity payments during such leave of absence.

12.4: **Pro Rata Longevity Payments.** Employees whose service with the Employer terminates shall be paid a pro rata longevity

bonus based on the number of calendar months of full time active service credited to them from the preceding anniversary date to the date of cessation of their employment. In case of death, pro rata longevity payments shall be made to the employee's dependents.

ARTICLE XIII
VACATIONS

13.1: **Accrual.** All full-time employees covered by this Agreement with a normal work week of forty (40) hours per week shall earn vacation leave with pay in accordance with the following schedule beginning the first full pay period after each employee's respective 2005 anniversary date:

<u>Hours of Vacation</u>	<u>Earned Years of Service per Pay Period</u>
After 1 year	1.5 hours
After 2 years	3.1 hours
After 5 years	4.6 hours
After 8 years	6.2 hours

After each employee's 2005 anniversary date, he or she shall earn vacation for each pay period they are on the active payroll and receive pay for time worked or for paid leave.

13.2: **Vacation Schedule.** Vacation days must be scheduled in advance with the Director. Conflicts in vacation requests for a vacation after April 1st shall be resolved in favor of the senior employee, provided the employee submitted his or her vacation requests prior to February 15th of that year. All other approved vacations shall be scheduled in the order the requests are received. The Director retains the right to approve and disapprove, in whole or in part, vacation requests, and may reschedule vacations dependent upon the department's operational needs.

13.3: **Vacation Basis.** Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave.

13.4: **Advance Vacation Pay.** If a regular payday falls during an employee's vacation, he shall receive his vacation pay in advance, to the payday preceding the start of his vacation, provided he has requested such advanced payment one (1) week prior.

13.5: **Vacation Accumulation.** Upon their anniversary date in 2005, employees may not carryover more than forty (40) hours vacation from year to year. Any days in excess of this amount shall be lost, except by mutual agreement between the Employer and the employee. After their anniversary date in 2005, each employee shall be able to accumulate up to a maximum of three hundred (300) hours of vacation at any time.

ARTICLE XIV
INSURANCE AND PENSIONS

14.1: The parties who are signatories to the following Letter of Understanding hereby agree to the following medical insurance changes for the contract year of 2011.

The parties agree that the medical insurance program will now become the Blue Care Network-Plan 5. The employer will fully pay the premiums for this program which includes prescription coverage. The employer will provide prescription coverage with a \$10/\$40 co-pay. The employer agrees to reimburse employees \$25.00 on each \$40.00 co-pay. Additionally, there will be a pre-tax medical reimbursement program that coordinates with BCN. The employer will put \$500.00 into this account for each employee for the 2011 plan year. In addition, the employee may put up to an additional \$1,500.00 pre-tax.

The employer shall provide a fully paid Blue Vision 12/12/12 Plan. These programs are identified by a series of benefits at a glance memos which shall be attached to this Letter. In the event the Blue Care Network-Plan 5 becomes non-competitive, the employer shall provide the Blue Cross/Blue Shield Community Blue PPO-Plan 4, with \$15 generic/\$50 brand name Preferred Prescription and reimbursement program, with contraceptives, MOPD and Lifestyle Drug Exclusion; Vision A80 (24/24/24) and Delta Dental Plan B. If the employee chooses a health plan other than BCN Plan 5 or the PPO Plan 4, any costs shall be paid 100% by the employee.

The parties agree that if the employer decides to change the agent of record/third party administrator, this matter will become the subject of negotiations between the parties.

14.2: **Waiver**. An employee who is eligible for hospitalization insurance via another source and who executed a County waiver form may elect not to be covered by the hospitalization insurance provided under this Section. The decision to waive coverage shall be made once per calendar year. In the event the employee elects to forego hospitalization insurance, the Employer shall pay the employee an amount equal to one-third (1/3) of the Employer paid premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber). However, if both husband and wife, or an employee and dependent, are employees of the County are eligible for coverage under County provided health insurance plans, only one of the employees may provide dependent coverage. A person may not be covered as a dependent of more than one employee and no person may be covered both as an employee and as a dependent under the County's health insurance plans.

14.3: **Life Insurance**. The Employer pays the cost of premiums for \$10,000 group term life insurance and \$10,000 accidental death and dismemberment insurance for all regular full-time employees. Details of the life insurance program may be obtained from the Director. This program includes \$1500 dependent coverage.

14.4: **Sickness and Accident Insurance**. The Employer shall pay the required premiums for each employee with six (6) months or more service for sickness, and accident insurance which will pay an amount equal to 2/3 of the employee's gross base wage, but not exceed \$250.00 per week for a period of Fifty-two (52) weeks. Said policy shall provide benefits beginning with the fifteen (15th) day of disability.

14.5: **Pension Plan**. The retirement program provided for in the Employer's plan shall be the B-4 benefit plan with the FAC-3, eight (8) years vesting, and the F-55 Waiver (25years of service) of the Michigan Employees' Retirement System shall be paid for by the Employer. The employee contribution will be 3.5% of payroll.

A. The parties who are signatories to the following Letter of Understanding hereby agree to the following Retirement changes for the contract year of 2010.

The parties agree that effective March 1, 2010 all new hires in the Roscommon County Central Dispatch Unit (911) will be provided a MERS Defined

Contribution Pension Program under the following conditions:

Contribution Provisions

Employees will contribute a minimum of three (3%) percent of earnings for the Plan year as a condition of participation in the Plan.

The Employer will contribute three (3%) percent of earnings for the Plan year.

Additionally, if the employee contributes four (4%) percent of earnings for the Plan year the Employer will match up to and including four (4%) percent of earnings for the Plan year.

The employee may make a maximum contribution to the Plan of five (5%) percent of earnings for the Plan year and the Employer will match this contribution with five (5%) of earnings for the Plan year.

Normal Retirement

Shall be age 60.

Contributions

Employee and Employer contributions shall be on a bi-weekly basis.

Vesting

Employees shall be 100% vested after five (5) years.

Loans

Are not permitted under this program.

Rollovers

The Plan agrees to accept an eligible Rollover distribution from an eligible Retirement Plan, an eligible Retirement Plan, and an eligible annuity, or an eligible deferred compensation plan as deferred by MERS. Rules and the IRS codes applicable to these provisions.

14.6: **Unemployment Insurance.** Consistent with applicable state law, the Employer agrees to provide unemployment coverage for all employees covered by this Agreement.

14.7: **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 you for benefits under worker's compensation insurance. Arrangements will be made with one or more physicians for treatment of work-related injuries. Employees injured while working for Roscommon County 911 Central Dispatch will seek treatment of the injury from one of these physicians unless the nature of the injury is or appears to be such that other emergency treatment is required. In such instances, the employee will seek treatment as needed. The Director can provide additional information about the program. The Director will make available a notice regarding the names, addresses, and telephone numbers of the physicians to render treatment for work-related injuries. Employees 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 a regular employee is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury, the Employer shall continue to pay health insurance premiums for one (1) year.

14.8: **Liability Insurance.** The Employer shall, during the term of this Agreement, continue in effect its present program of liability insurance on the same terms and conditions that existed prior to the execution of this Agreement.

14.9: **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 an unpaid leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or occurred. An unpaid leave of absence shall not be deemed to include periods when the employee is drawing sickness and accident insurance benefits.

ARTICLE XV
WAGES

See attached Appendix A.

ARTICLE XVI
JOB POSTING

16.1: Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) business days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

ARTICLE XVII
NEW CLASSIFICATIONS

17.1: Whenever the Employer establishes a new classification within the bargaining unit covered by this Agreement, the steward shall be notified in writing of the classification and rate of pay assigned to the classification. The Union shall have fifteen (15) business 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 for the duration of this agreement. If an objection is raised, the parties shall meet within thirty (30) business days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer.

ARTICLE XVIII
PROMOTIONS

18.1: **Promotions.**

18.1.1 It is herein agreed that the term "promotion" shall apply only to the position/classification of senior dispatcher.

18.1.2 Promotions shall be on a competitive basis, with the final selection within the Employer's sole discretion.

18.1.3 Employees must have the ability and qualifications to perform the work as described in the vacancy posting.

18.1.4 Promotional vacancies shall be posted for a period of ten (10) days on departmental bulletin boards.

18.1.5 The Employer will not be obligated to consider a request for promotion unless said request is submitted during the ten (10) day period. Employees absent during the ten (10) day period must give notice of their intent upon return to work.

18.2: **Promotion to Senior Dispatcher**. Employees promoted to the classification of senior dispatcher shall serve a one (1) year trial period. During such trial period, the Employer may demote such employee back to his/her former classification within the Employer's sole discretion. It is further agreed that employees may exercise the right to voluntarily return to their former classification. In either event, employees shall not lose seniority for previous time spent in the grade, plus the trial period in the new position. Employees who are demoted from a higher classification for disciplinary reasons may be required to serve a six (6) month probationary period and shall be subject to all terms of this agreement. The employee demoted, or voluntarily returning shall not be permitted to disrupt the then in effect shift preference of other employees within the bargaining unit.

ARTICLE XIX
MISCELLANEOUS

19.1: **Resignation**. Should an employee decide to leave employment, a minimum of a two (2) weeks prior notice in writing must be given to the Director. A copy of the written notice will be forwarded to the Board. Failure to provide two (2) weeks prior notice will result in loss of accrued vacation time and/or sick leave payout unless waived by the Director.

19.2: **Personnel Records**. 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.

19.3: **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. The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment. Any employee desiring to participate in outside or supplemental employment must obtain permission of the Director in writing prior to engaging in outside or supplemental employment. Such permission shall not be arbitrarily and capriciously withheld. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment. Employees engaged in outside or supplemental employment shall:

- 19.3.1 Not use Employer facilities as a source of referral for customers or clients.
- 19.3.2 Not be engaged in during the employee's regularly scheduled working hours.
- 19.3.3 Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- 19.3.4 Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
- 19.3.5 Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
- 19.3.6 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.
- 19.3.7 The combined total employment with the outside or supplemental employment and with

the Employer shall not exceed eighteen (18) hours a day.

19.4: **Address Changes**. An employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on the employee's record for all purposes.

19.5: **Court Time and Hearings**. Employees who are compelled to appear to give testimony in a legal proceeding on their days off or other authorized off-duty time will receive a minimum of two (2) hours pay at their straight time regular rate of pay if their appearance at such hearings was due to their employment with the employer. All such payments under this Section shall be in lieu of any witness fees.

19.6: **Uniforms and Equipment**. The County shall provide such uniforms and equipment as the Director and the County shall determine are necessary, subject to reasonable rules for the preservation, use, and care of such uniforms and equipment.

19.7: **Bulletin Board**. The Employer shall provide bulletin board space for the posting of Union notices, provided, however, the Employer shall have the right to police the bulletin board for offensive materials.

19.8: **Mileage**. Whenever an employee is requested by the Employer to use his own vehicle in the line of duty and on the business of the Employer, he shall be paid mileage in accordance with County policy.

19.9: **Tests**. Each employee may be required to take a test for the presence of alcoholic beverages while on duty or for the use of controlled substances, when the Employer has a reasonable basis for requiring the test. The basis for requiring the test shall be placed in writing and given to the employee when the test is required. Failure to take the test shall be grounds for discharge. Failure to pass the test may result, as determined by the Director, in any or all of the following:

19.9.1 The Director may require a medical leave of absence immediately if medical conditions warrant the same. The employee may use accumulated sick leave, vacation and comp.

time, however, if an employee is required to take a medical leave of absence.

19.9.2 The Director may terminate the employment of the employee if the problem is not corrected within one (1) year, or in the case of use of a non-prescribed controlled substance, the problem reoccurs after the initial incident. In the event the employee fails to pass the test, the Director may subsequently retest the employee as deemed appropriate for up to two (2) years after the initial incident, or the employee's return of work, whichever occurs latest.

19.9.3 The Director also reserves the right to take disciplinary action or discharge, as may be deemed appropriate, when a test is failed, and any such disciplinary action or discharge will be a proper subject for the grievance procedure.

19.9.4 It is hereby understood and agreed, between the parties that unless otherwise expressly agreed, the following tests shall be used pursuant to this section:

1. **Alcohol tests:**

- a. The initial test shall be a breathalyzer test.
- b. If immediately requested by the employee, the initial test will be confirmed by a second breathalyzer test, or, if requested by the employee, a blood test.

2. **Controlled substance tests:**

- a. The initial test shall be a Thin Layer Chromatography test (TLC).
- b. In all cases in which the initial test is positive, the results will

be confirmed by a Mass Spectroscopy
(MS) test.

The Employer shall pay for any tests. Any treatment costs shall be the responsibility of the employee.

ARTICLE XX
SUBCONTRACTING

20.1: Notwithstanding any other contrary provision in this Agreement, the Employer reserves the right to subcontract at any time bargaining unit work to a unit of government and 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 is not grievable and shall be within the Employer's sole discretion.

ARTICLE XXI
NON-BARGAINING UNIT PERSONNEL

21.1: The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis, as defined in the County Personnel Manual. Temporary employees shall not be covered by the terms of this Agreement. The Director and/or supervisors may perform bargaining unit work at any time. Bargaining unit work may be performed by non-bargaining unit personnel so long as layoffs do not result.

ARTICLE XXII
STEWARDS

22.1: **Designation.** The Employer recognizes the right of the Union to designate a Steward and an alternate. The alternate

Steward may exercise the functions of a Steward only when the Steward is absent. The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

22.2: **Investigation of Grievances.** The Union agrees that the Steward and the alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with any functions of the Employer. In no event shall the Steward leave work to investigate grievances without first obtaining permission from the Director. The Director may require the Steward to investigate and/or present grievances during other than working hours in the event that the Director believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

22.3: **Notice.** The Union will furnish the Employer, in writing, with the names of its Steward and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

ARTICLE XXIII
BARGAINING COMMITTEE

23.1: **Designation.** The Bargaining Committee will include not more than two (2) employees. In addition thereto, it may include not more than one (1) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary. Bargaining shall take place at mutually agreed upon times.

23.2: **Pay for Time Spent in Negotiations.** The employee member of the Bargaining Committee will not be paid for the time spent in negotiations in the event he/she is scheduled to work during a bargaining meeting. The employee shall return to work after

negotiations have terminated, provided that there is time left in the schedule. The employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of the employee's shift.

ARTICLE XXIV
PYRAMIDING OF PREMIUM PAY

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

ARTICLE XXV
CAPTIONS

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

ARTICLE XXVI
GENDER

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

ARTICLE XXVII
PAST PRACTICE

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

ARTICLE XXVIII
WAIVER

28.1: It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements

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

ARTICLE XXIX
SEPARABILITY

29.1: 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.

ARTICLE XXX
DURATION

30.1: This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 2011. Not earlier than ninety (90) days prior to the expiration of the Agreement either party may request that the other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN (POAM)

ROSCOMMON COUNTY BOARD
OF COMMISSIONERS

Patrick J. Spidell
Business Agent

Chairperson

ROSCOMMON COUNTY 911 DISPATCH
ASSOCIATION

ROSCOMMON COUNTY 911
DIRECTOR

APPENDIX A

Wages

Effective January 1, 2011:

2011	Start	1 year	2 years	3 years	4 years	10 years
Annual	\$29,078.40	\$30,035.20	\$31,408.00	\$32,739.20	\$34,091.20	\$35,422.40
Hourly	13.98	14.44	15.10	15.74	16.39	17.03
Overtime	20.97	21.66	22.65	23.61	24.58	25.54

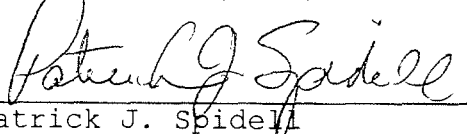
Those employees classified as senior dispatchers shall receive an additional \$1.00 per hour, when serving as a senior dispatcher. Those non-senior dispatcher employees serving as trainers shall receive an additional \$1.00 per hour when serving as a trainer.

Part-time employees shall be paid at the starting wage as per the contract in effect between the Roscommon E-911 Central Dispatch and the Police Officers Association of Michigan at the time of that person's hiring. Part-time employees shall be paid the starting wage as long as they are classified part-time. If and when they are hired as full-time employees, they will then begin moving up the wage scale from their full-time hire date.

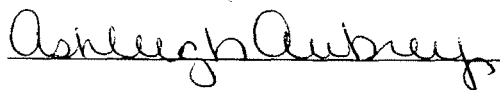
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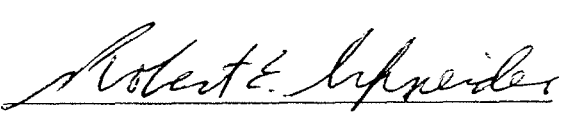
POLICE OFFICERS ASSOCIATION
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