
AGREEMENT

Between

ST. JOSEPH COUNTY

and

ST. JOSEPH COUNTY E-911 TELECOMMUNICATORS' ASSOCIATION

Terminating December 31, 1998

St. Joseph County

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AGREEMENT

THIS AGREEMENT is entered into this day of May 21, 1996, 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

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.

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 work station 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

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 not base its decision on any prior infraction which occurred more than four (4) years prior to the current infraction. The above period shall be two (2) years for written or oral reprimands.

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 ten (10) working days of the date of such discipline.

ARTICLE VIII.

PERSONNEL FILES

Access to personnel files shall be governed by the Bullard-Plawewski 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

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. When reference to calendar 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.

Section 6. 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.

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.

paid hours in excess of 40 hours in a work week. Employees shall be paid overtime for all hours worked in excess of a normal work day. Prior approval of overtime hours is required by the Director.

Section 4. Compensatory Time. Upon an employee's request, compensatory time may be authorized by the Director for time worked in excess of forty (40) hours in any work week. Compensatory time may be taken upon mutual agreement of the employee and the Director.

ARTICLE XIV.

LEAVES OF ABSENCE

Section 1. Unpaid 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 may request an unpaid personal leave of absence for a period not to exceed one hundred eighty (180) days in any one calendar year. 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:

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; or
5. To attend an educational institute, or for other reasons deemed appropriate by the Director.

The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence. 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

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.

E. 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

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 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, 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.

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 work day 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.

- 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 two sick days per calendar year as personal leave days. Personal leave days shall not accumulate and shall be scheduled by the director. Regular part-time employees who qualify shall be entitled to sick leave at one-half (1/2) the full-time benefit and is payable only after completion of thirteen (13) consecutive weeks.

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 one hundred twenty (120) days' 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 beneficiary, shall receive fifty percent (50%) pay for all accumulated sick leave up to one hundred twenty (120) days 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 Policy Manual. Employees who are on sick leave more than three (3) consecutive work days 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

or was on approved and paid vacation or sick time for sixty (60) days in the four (4) month period. The floating holiday must be used within one (1) year of the date accrued. 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.
- 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:

13 days/104 hours after 1 year
15 days/120 hours after 5 years
17 days/136 hours after 9 years
20 days/160 hours after 14 years
25 days/200 hours after 20 years
30 days/240 hours after 25 years

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

Hundred Fifty Dollars (\$550) for two (2) person and family coverage. The master medical deductible shall be One Hundred Dollars (\$100) for single subscribers and Two Hundred Dollars (\$200) per year for two person and full family subscribers. The drug rider shall be five dollars (\$5.00).

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

The Employer agrees to maintain the present employee pension fund program known as the St. Joseph County Employee Retirement Fund. The County may change to a different plan provided that benefits are not reduced.

ARTICLE XIX.

CAPTIONS

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 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

- 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) 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 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.

ARTICLE XXVIII.

PART-TIME EMPLOYEES

Section 1. Employees covered by this Agreement who are scheduled to work 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. The wage ranges are set forth in Appendix A attached hereto and by reference made a part hereof. The wages shall be increased at the rate of 3% effective January 1, 1996; 2% effective January 1, 1997; and 2% effective January 1, 1998.

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.

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. No employee shall ingest, inject, or otherwise utilize alcohol of any kind, eight (8) hours prior to 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.

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.

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	
**Benzoyllecgonine	
+ 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.

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:

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 _____ 19_____.

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.

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.

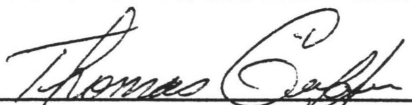
ARTICLE XXXIII.

DURATION

This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 1998. Not earlier than ninety (90) days prior to the expiration of the contract 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.

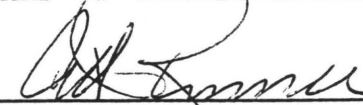
IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this 21st day of MAY, 1996.

ST. JOSEPH COUNTY E-911
TELECOMMUNICATORS' ASSOCIATION



Thomas Griffin
Negotiator (P.O.A.M.)

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS



Art Renner, Chairman
Board of Commissioners



Douglas M. Kullman
Employee Representative

APPENDIX A

WAGES

The following are hourly wages:

Effective January 1, 1996*:
(3% Increase)

Start	One Year	Two Years	Three Years
\$10.48	\$10.90	\$11.42	\$12.01

Any employee currently receiving a rate of compensation higher than that which he/she would receive on the above wage scale shall be considered "red-circled" and shall receive either his/her current rate of compensation or the applicable rate above, whichever is higher.

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

Effective January 1, 1997:
(2% Increase)

Start	One Year	Two Years	Three Years
\$10.69	\$11.12	\$11.65	\$12.25

Effective January 1, 1998:
(2% Increase)

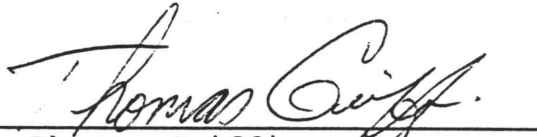
Start	One Year	Two Years	Three Years
\$10.90	\$11.34	\$11.88	\$12.50

LETTER OF UNDERSTANDING
BETWEEN
ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
AND
ST. JOSEPH COUNTY E-911 TELECOMMUNICATORS' ASSOCIATION

IT IS HEREBY AGREED by and between the St. Joseph County Board of Commissioners and the St. Joseph County E-911 Telecommunicators' Association that the St. Joseph County Board of Commissioners shall continue their study on changing the present classification and wage program for all employees and will discuss potential changes with this bargaining unit at such time that a new program may be possible.


Executed this 21ST day of MAY, 1996.

ST. JOSEPH COUNTY E-911
TELECOMMUNICATORS' ASSOCIATION



Thomas Griffin
Negotiator (P.O.A.M.)

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS



Art Renner, Chairman
Board of Commissioners

LETTER OF UNDERSTANDING
BETWEEN
ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
AND
ST. JOSEPH COUNTY E-9-1-1 TELECOMMUNICATORS' ASSOCIATION

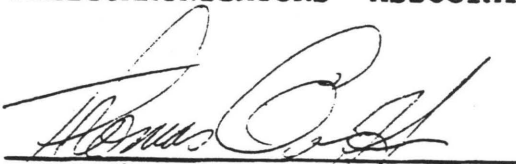
IT IS HEREBY AGREED by and between the St. Joseph County Board of Commissioners and the St. Joseph County E-9-1-1 Telecommunicators' Association that effective January 7, 1997 the employees shall work a twelve (12) hour shift for a period of ninety (90) days. This will be a trial period. After 90 days, a vote will be held by those employees. If more than 50 % of those voting agree, the 12 hour shift will continue. If less than 50 % of those agree, a posting for sign up to revert back to the 8 hour shift schedule will be made. A seven (7) day posting will occur and following the posting the eight (8) hour schedule will be made. The 8 hour schedule will be put into place in 14 days.

With regard to overtime, overtime will be after 12 continuous hours of work or over 80 hours of work in a pay period.

The 28 day posting to revert back to the 8 hour schedule is waived for this posting only.

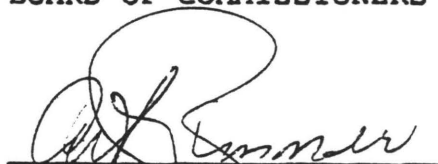
Holiday hours will be at time and one half on the day of the holiday. *WORKED*

ST. JOSEPH COUNTY E-9-1-1
TELECOMMUNICATORS' ASSOCIATION


Thomas Griffin
Negotiator (POAM)

DATED: 10-27-96

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS


Art Renner, Chairman
Board of Commissioners

DATED: 11/4/96

(12HRUNDE.LET)

LETTER OF UNDERSTANDING
BETWEEN
ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
AND

ST. JOSEPH COUNTY E-9-1-1 TELECOMMUNICATORS' ASSOCIATION

IT IS HEREBY AGREED by and between the St. Joseph County Board of Commissioners and the St. Joseph County E-9-1-1 Telecommunicators' Association that effective on the date that this document is signed by both parties that the language in the current contract with the Association relating to SICK TIME be changed to read as follows:

Section 4. Sick Leave. Employees eligible for sick leave pay are regular full-time employees. 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.


The rest of the section remains the same.

It is understood that the responsibility of child care is with both parents, when two parents are in the home, and care of the children are shared. It is further understood that when doctor or dentist appointments are known in advance, the employer shall be given as much notice as possible so your shift can be covered.

ST. JOSEPH COUNTY E-9-1-1
TELECOMMUNICATORS' ASSOCIATION

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS


Thomas Griffin
Negotiator (POEM)


Art Renner, Chairman
Board of Commissioners

DATED: 10-27-96

DATED: 11/4/96

(SICKUNDER.LET)

LETTER OF AGREEMENT
 BETWEEN
 ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
 AND
 ST. JOSEPH COUNTY E-911 TELECOMMUNICATORS' ASSOCIATION

This LETTER OF AGREEMENT is entered into this 7th day of January, 1997, by and between the ST. JOSEPH COUNTY E-911 TELECOMMUNICATORS' ASSOCIATION ("Union") and the ST. JOSEPH COUNTY BOARD OF COMMISSIONERS (hereinafter the "Employer").

1. WHEREAS, the Union and the Employer are parties to a Collective Bargaining Agreement (the "Agreement"), for the period January 1, 1996 through December 31, 1998; and

2. WHEREAS, the parties entered into a "Letter of Understanding" dated May 21, 1996 that the parties would discuss the classification and wage study at such time as a new program may be possible; and

3. WHEREAS, the parties have reached an agreement for a new classification and wage program; and

4. WHEREAS, the Employer has agreed to change the present employee retirement program for other County employees that are members of the St. Joseph County Employee Retirement System, which includes the eligible members of this Union;

5. NOW THEREFORE BE IT RESOLVED, the parties agree as follows:

ARTICLE XXIX
WAGES

(Replace the present Section 1, of Article XXIX with the following:)

Section 1. The previously agreed to wage increase of 2% effective January 1, 1997 shall remain:

Start	One Year	Two Years	Three Years
\$10.69	\$11.12	\$11.65	\$12.25

Effective January 1, 1998, employees shall be placed on the compensation system based on their hourly rate as of December 31, 1997, on the nearest step that would result in an increase in their hourly rate.

PLACEMENT OF PRESENT EMPLOYEES
ON THE CLASSIFICATION SYSTEM
EFFECTIVE 1/1/98

<u>PAY</u> <u>GRADE</u>	<u>CLASSIFICATION</u>	<u>EMPLOYEE'S NAME</u>	<u>STEP</u>	<u>WAGE AS OF</u> <u>12/31/97</u>
7	Telecommunicator	Kellie Bazant	3	12.25
		Rondi Berklund	MIN	11.12
		Susan Cook	3	12.25
		Lois Devlin	1	11.65
		Chris King	1	11.65
		Doug Kuhlman	3	12.25
		Trina Luegge	3	12.25
		Annette Martin	MIN	11.12
		Ramona Metzger	1	11.65
		Kim Saidla	3	12.25

Rates Effective
1/1/98 - 12/31/98

PAY GRADE	MIN	6 MTHS	1 STEP	2 STEP	3 STEP	4 STEP	5 STEP	6 STEP	7 STEP	8 STEP
7	11.38	11.59	11.81	12.23	12.66	13.09	13.51	13.94	14.36	14.80

Those employed on January 1, 1998 will advance to the next step on January 1, 1999. Those employed on January 1, 1998 that are placed on the minimum step will advance to the 6 month step on July 1, 1998. Part-time employees would advance to the 6 month step after completing 1040 hours and all other steps after 2080 hours.

Those hired after January 1, 1998 will advance to the next step based on their date of hire. Part-time employees would advance to the 6 month step after completing 1040 hours and all other steps after 2080 hours.

ARTICLE XVIII
PENSION

(Replace the present language of Article XVIII with the following:)

Effective as soon as possible after ratification of contracts by all the parties; and as soon as the actuary can make the appropriate changes to the plan and submission of the plan to the State for approval; the Employer agrees to make the following changes: (NOTE: "All the parties" include AFSCME Units - General, Circuit & Probate; District Court Association; Telecommunicators' Association; and the Board of Commissioners.)

Increase the benefit multiplier from 1.2%/1.7% to 1.8%.

The current 3% contribution made by the Employer but classified as an employee contribution shall be designated an Employer contribution, not available for employee's to withdraw, other than through retirement as defined by the plan, after the effective date of this change. Contributions made prior to the effective date of this change, may be withdrawn upon separation.

All other terms and provisions of the present retirement program remain unchanged. The County may change to a different plan provided that benefits are not reduced.

6. Any inconsistencies between this Letter of Agreement and the parties' Collective Bargaining Agreement shall be construed in favor of this Letter of Agreement.

7. All other terms and conditions specified in the parties' Collective Bargaining Agreement shall remain in full force and effect, except as stated above.

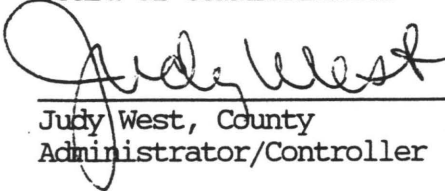
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 7th day of January, 1997.

1/7/97
Date

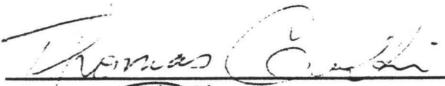
1-7-97
Date

ST. JOSEPH COUNTY


Chairman
Board of Commissioners


Judy West, County
Administrator/Controller

ST. JOSEPH COUNTY E-911
TELECOMMUNICATORS'S ASSOCIATION


Thomas Griffin, Representative


Employee Representative

1-7-10-96
Date

1-4-97
Date