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ORIGINAL FOR EXECUTION
August 4, 1998

AGREEMENT

between

BAY COUNTY

and

BAY COUNTY SHERIFF DEPUTIES ASSOCIATION

DISPATCHERS (UNIT I)

Bay County

JANUARY 1, 1997

THROUGH

DECEMBER 31, 1999



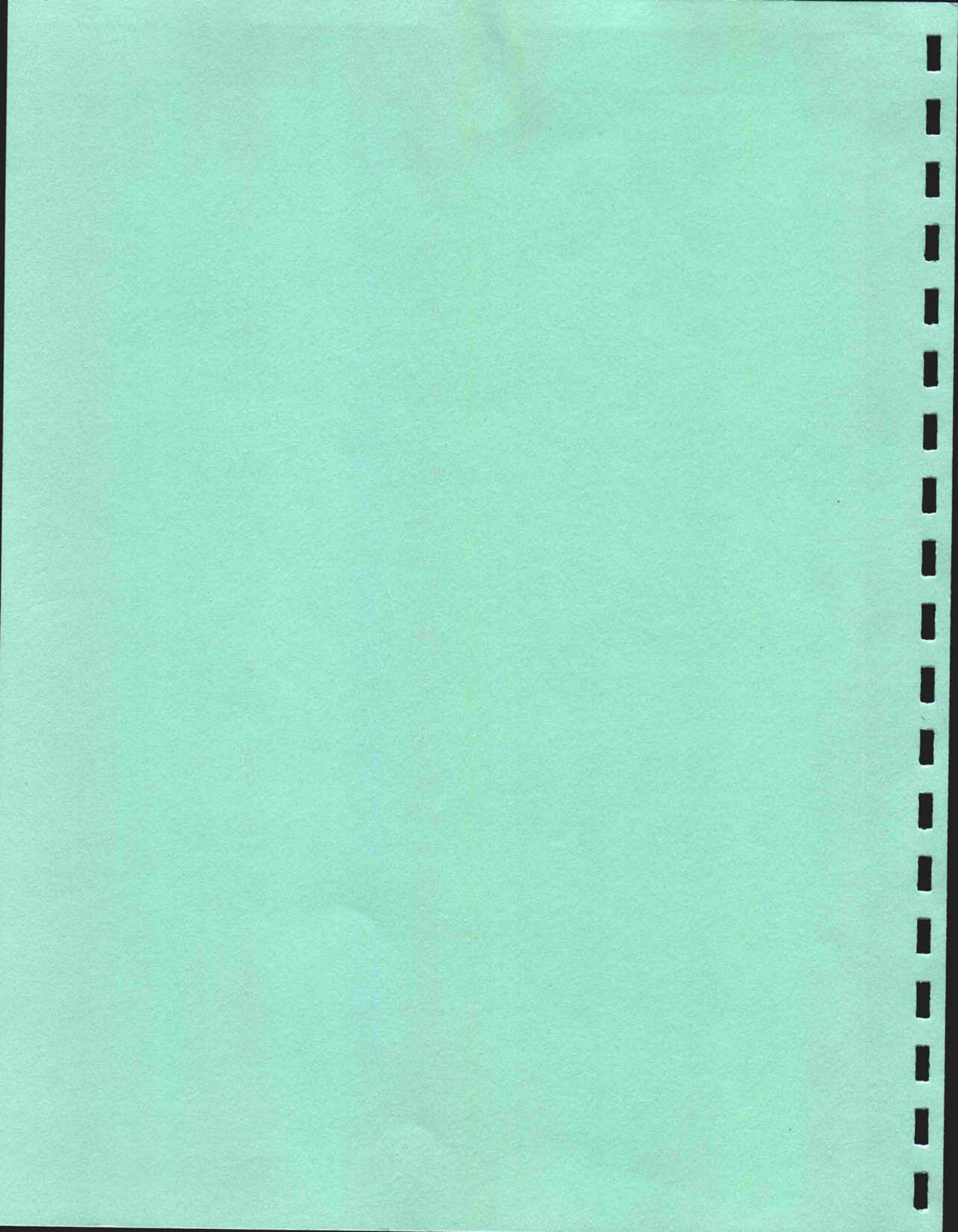


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AGREEMENT

THIS AGREEMENT entered into this ____ day of August, 1998, by and between the **COUNTY OF BAY**, hereinafter referred to as the "Employer"; and the **BAY COUNTY SHERIFF DEPUTIES ASSOCIATION, (Unit I)** hereinafter referred to as the "Association".

WITNESSETH:

That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

PREAMBLE

This Agreement entered into by the County of Bay, hereinafter referred to as the "Employer"; and the Bay County Sheriff Deputies Association, a Michigan nonprofit corporation, hereinafter referred to as the "Association", has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of rates of pay, hours of work, and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and shall apply the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or union affiliation, or handicapped.

The Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 **RECOGNITION**

1.0 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended (Title amended by Act 379 of the Michigan Public Acts of 1965), the Employer does hereby recognize the Association as the sole, exclusive representative for the purpose of collective bargaining and respective rates of pay, hours of work, and other specified conditions of employment during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all dispatchers employed by the County of Bay as central dispatchers known as the "911 System," but excluding all other employees.

1.1 HISTORY

The Association was, on May 17, 1982, certified by the Michigan Employment Relations Commission in Case No. R82 A-9 as the sole and exclusive representative for the purposes of collective bargaining for a unit described as:

"All dispatchers of the Bay County Sheriff Department excluding all other employees."

ARTICLE 2 **MANAGEMENT RIGHTS**

2.0 RIGHTS OF THE EMPLOYER

The management of the Bay County Central Dispatch and the 911 system when it is established, the determinations of all matters of management policy, the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer or lay off employees, or to reduce or increase the size of the working force; to establish fair rules and regulations or to make judgments as to the ability and skill, is within the sole prerogative of the Employer, provided, however, that they will not be used in violation of any specific provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services it provides; the methods, processes, means, and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Association, but it shall also have the right to study and use improved methods of equipment and outside assistance (subcontracting) if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the Bay County Central Dispatch and/or the 911 system when it is established.

ARTICLE 3 **REPRESENTATION**

3.0 REPRESENTATION

The Association shall be represented in all negotiations by a Bargaining Committee of the Association.

3.1 COMMITTEE SIZE

The Employer and Association shall be limited to no more than three (3) members each at any bargaining session, with the understanding that each side may be represented by counsel or may call persons to appear for the purpose of giving pertinent testimony. It is understood, however, that no more than one (1) member of the Association shall be on duty at any bargaining session.

3.2 EMPLOYEE REPRESENTATION

All employees shall have the right to be represented by the Association and/or President or his appointed representative at all disciplinary conferences or procedures. Written notification within a reasonable time shall be given to the Association of any disciplinary action taken against any employee which results in official entries being added to his personnel file.

ARTICLE 4 **ASSOCIATION BUSINESS**

4.0 ASSOCIATION LEAVE

A member of the Association called upon to perform services on behalf of the Association may be granted leaves while on bona-fide Association business. Such leave shall be requested by the Association, in writing, and it shall be subject to the approval of the Director of Personnel and the Director of 911. Such leave shall be without pay and shall not exceed five (5) days per unit year.

4.1 BULLETIN BOARD

The Employer agrees to furnish a suitable bulletin board in a convenient place for the posting of Association notices.

4.2 FACILITY UTILIZATION

The Association may schedule and conduct its meetings on Sheriff Department property provided:

- (1) Association gives written notice to the Sheriff at least twenty-four (24) hours prior to any meeting;
- (2) It does not disrupt the duties of the employees or the efficient operation of the Department;
- (3) The County incurs no additional cost for said meeting.

4.3 FREEDOM OF INFORMATION

All records, reports, and other official information which the Employer is relying upon to substantiate a pending grievance shall be made available for inspection by the Association upon demand by the Association.

4.4 JOINT MEETINGS

The Employer agrees to meet, upon request, with the Bargaining Committee at a mutually convenient time, to discuss pending grievances and procedures for avoiding further grievances. The Committee may also discuss with the Employer other issues which would improve the relationship between the parties, but discussions shall not be used for continuing contract negotiations.

ARTICLE 5 **ASSOCIATION SECURITY AND DUES CHECK-OFF**

5.0 The Employer agrees to deduct Association dues or Association representation fees from employees' paychecks to become effective the first payday of the month, following the employee's successful completion of thirty (30) days of employment, as outlined below. The Association dues or representation fees shall be sent to the Association's designated officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the union, for those employees joining the Association, which is payable only once when a new hire completes his/her thirty (30) days of employment. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of his/her probation.

Membership in the Association is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit.

5.1 The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Association member, the Association's dues and initiation fee, subject to all of the following conditions:

- (A) The Association 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.
- (B) All checkoff authorization forms shall be filed with the Personnel Department, who may return any incomplete or incorrectly completed form to the Association's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

- (C) All employees covered under this Agreement who do not voluntarily choose membership in the Association shall have deducted from their wages a representation fee, 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 Association as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
- (D) 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 Association.
- (E) The Employer's remittance shall be deemed correct if the Association does not give written notice to the Personnel Department within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- (F) The Association shall provide at least thirty (30) days' written notice to the Personnel Department of the amount of Association dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Personnel Department at least thirty (30) days prior to its implementation.

5.2 CONTINUED EMPLOYMENT

The Association 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 Association 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. An exception to the above is as follows:

Any employee who is a member of and adheres to established and traditional tenets or teaching of a religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment.

5.3 HOLD HARMLESS AND INDEMNIFICATION

The Association 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 Association dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as provided hereunder. The Association assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association.

ARTICLE 6
NO STRIKE CLAUSE

6.0 NO STRIKE CLAUSE

The Association agrees that neither the Association, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. 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 Director of 911.

ARTICLE 7
PROBATIONARY PERIOD

7.0 PROBATIONARY PERIOD

All new full-time/part-time employees in the unit shall serve a one (1) year probationary period. 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 for any reason, for more than ten (10) scheduled work days, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE 8
SENIORITY

8.0 SENIORITY

Seniority of a new employee shall be commenced after the employee has completed his probation period of one (1) year and shall be retroactive to the date of employment. Seniority of employees hired on the same date shall be determined alphabetically according to the employee's last name at the time of hire. If necessary, first and then middle names will also be used.

8.1 SENIORITY LOSS

An employee shall automatically lose his status as an employee and his seniority for any of the following reasons:

- (1) He resigns or retires.
- (2) He is dismissed for just cause and that dismissal is not reversed through the grievance procedure.
- (3) He is absent for three (3) consecutive working days without notifying his chief dispatcher or the Director of 911. In proper cases, exceptions shall be made by the Director of 911 or his designee. After such absence, the County Executive or his designee agrees to send written notification by certified mail, return receipt requested, to the employee at his last known address, with a copy to the President of the Association, that he has lost his seniority and his employment has been terminated. If the disposition made of such case is not satisfactory, the matter may be referred to the grievance procedure.
- (4) He is convicted or pleads guilty or no contest to a felony.
- (5) He has been laid off for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
- (6) Unexcused failure to return from a leave of absence of any kind on a specified date for return (including sick leave), unless the failure to return was due to circumstances beyond the control of the employee. The Director may require verification of the circumstances.
- (7) He intentionally falsifies his employment application.
- (8) Failure to return to work from layoff as set forth in the recall procedure.

8.2 PUBLISHED SENIORITY LIST

A seniority list shall be furnished to the Association by the Employer each year in January.

8.3 SENIORITY OF CENTRAL DISPATCH EMPLOYEES

The seniority of each of the current Central Dispatch employees shall be carried into and be applicable to the 911 system upon its establishment and commencement.

ARTICLE 9 **PERFORMANCE REVIEW**

9.0 EVALUATION PROCEDURE

Performance appraisals provide a formal means by which the employee's performance is measured against Employer expectations. All non-probationary employees may have a written review of their work performance by a command officer annually, or more often if authorized by the Director of 911. Both the employee and the command officer shall acknowledge this written review by signature. If the employee disagrees with the review, the employee has the option of placing his own written comments on the review form. One copy shall be placed in the employee's personnel folder and an additional copy shall be provided for the employee upon request.

ARTICLE 10 **DISCIPLINARY PROCEDURE**

10.0 DISCIPLINARY REPRESENTATION

No members shall be summoned before the Director of 911 or his designee for the purpose of disciplinary action without having an Association representative present, unless the employee waives this right in writing.

10.1 NOTICE

No disciplinary action shall be taken without first affording the involved employee and the President of the Association or members of the Association's Grievance Committee an informal meeting, unless immediate disciplinary action is warranted.

10.2 APPEAL

In the event the Association concludes that a member has been unjustly punished or dismissed by the Director of 911 or his designee, it may, within seven (7) calendar days after receipt of the written judgment of the Director of 911 or his designee, appeal such judgment to the grievance procedure at the County Executive or his designated representative level. (Step 3).

10.3 MODIFICATION

The Employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased.

10.4 BENEFIT FORFEITURE

A member suspended without pay may forfeit, in lieu of suspension, an equal number of accumulated annual leave or holidays.

10.5 JUSTIFICATION

No non-probationary employee shall be discharged or otherwise disciplined except for just cause. The claim of any non-probationary employee that he has been unjustly discharged or otherwise disciplined may be processed as a grievance.

10.6 TIMELINESS

No disciplinary action shall be commenced after thirty (30) calendar days of the alleged violation by an employee or thirty (30) days of the Director or his/her supervisory designee (who is not in the bargaining unit) becoming aware of the alleged violation unless the employee is notified of the pending investigation or unless such notification and/or time frame would interfere with the investigation.

10.7 TESTING

Any employee may refuse to take a polygraph or lie detector examination.

10.8 CONFIDENTIALITY

Seventy-two (72) hours prior to disclosure of information in an employee's personnel file to a third (3rd) party, not involved with the Employer, the employee involved and the Union president shall be sent notice.

ARTICLE 11 **PERSONNEL FILE**

11.0 LEGAL RIGHTS

Employees shall have the right to review their personnel files in accordance with the Bullard-Plawecki Employee Right- to-Know Act (MCLA 423.501, et seq.) and to make copies of all documents contained therein at reasonable times and at their own expense.

11.1 EMPLOYEE ACKNOWLEDGMENT

Whenever a letter of reprimand is issued, a copy will be placed in the employee's County personnel folder, in addition to providing said employee with a copy. The employee will be asked to sign or initial the file copy indicating his recognition of its placement in the employee file.

11.2 REPRIMAND RETENTION

Within a two-year period following the insertion of a letter of reprimand, the department shall cause a review to be made and unless, in the opinion of the Director of 911, the matter is of a serious nature and should be retained, the letter shall be removed and a record of it expunged.

ARTICLE 12 **STEWARDS AND ALTERNATE STEWARDS**

12.0 STEWARDS

Association employees on each shift shall be represented by a steward who is a regular employee working on that shift and such steward shall represent them. The Association employees on each shift may also be represented by an alternate steward, who is a regular employee working on that shift, and he shall represent them in the absence of the steward.

12.1 DUTIES

The steward or the alternate in the steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his supervisor to do so. The privilege of the steward's leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to proper processing of grievances and will not be abused. Employees abusing such time shall be subject to disciplinary action.

The steward and alternate steward shall be required to record time spent. All such stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

12.2 NOTIFICATION

The Association will furnish, in writing, to the Employer the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Association with which it may be dealing.

ARTICLE 13 **GRIEVANCE PROCEDURE**

13.0 OVERVIEW

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of Bay County Central Dispatch and/or 911 system. The parties seek to secure at the earliest level possible equitable solutions to complaints or grievances of members of this bargaining unit. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

13.1 DEFINITION

For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement.

13.2 STEP OUTLINE

The following procedure is to be observed in the settlement of the grievances.

Step 1: Any employee having a grievance shall, within ten (10) calendar days after the occurrence of the circumstances giving rise to the grievance or employee's first knowledge thereof, be reduced to written form setting forth the facts giving rise to the grievance and the section(s) of the contract which have allegedly been violated and the remedy desired; and the grievance shall be submitted to the Director of 911 or his designee. The Director of 911 or his designee shall, within five (5) calendar days, return his answer in writing.

Step 2: Failing to resolve the grievance in Step 1, the Association may, within eight (8) calendar days of receipt of the Director of 911 or his designee's disposition, take the matter up with the County Executive or his designated representative who shall,

within twenty (20) calendar days of receipt of the grievance return his answer in writing.

Step 3: Failing to resolve the grievance in Step 2, the Association shall within ten (10) working days of receipt of the County Executive or his designated representative's answer, submit the matter to the state mediation service. If the matter is not satisfactorily settled or adjusted in Step 3, either party may submit the matter to arbitration as described in Step 4.

Step 4: If either party is unsatisfied with the answer given in Step 3, either party may, within ten (10) days of receipt of the answer in Step 3, submit the grievance for arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the then applicable rules of the agency selected. The decision of the arbitrator shall be final and binding upon all parties.

13.3 GRIEVANCE TERMINATION

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County, the Director of 911, the employee and the Association.

13.4 TIME LIMITS

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when the time disposition expired. Any grievance not carried to the next step by the Association within the prescribed time limits or such extension which may be agreed to, shall be automatically closed.

13.5 STEP ADVANCEMENT

Grievances may, with the consent of the parties, be commenced at any stage of the grievance procedure, or may, with the consent of the parties, be advanced and processed out of order. Time limits may be waived upon written agreement of the parties.

13.6 COSTS

The cost of the arbitrator shall be shared by both parties equally. All other costs of arbitration shall be borne by the party incurring said costs.

13.7 ARBITRATOR'S POWERS

The arbitrator's powers shall be limited to the application and interpretation of this agreement. The arbitrator shall have no power or authority to amend, alter, modify, add to or subtract from this agreement. The arbitration award shall be final and binding on the Employer, the Association and employees. Any challenge to arbitration shall be limited consistent with applicable law.

13.8 ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Association and the affected employee shall not process the complaint through any grievance procedure provided for in this contract beyond Step 3 (no arbitration). 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 procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 14 **HOURS OF WORK**

14.0 WORK WEEK

Forty (40) hours shall constitute a regular work week for unit employees.

14.1 WORK DAY

Work day shall consist of eight (8) hours. On-duty time shall not exceed sixteen (16) hours in any twenty-four (24) hour period.

14.2 LEAVE DAYS

Normally, leave days shall mean two (2) consecutive days.

14.3 WORK SCHEDULE

New work schedules shall be posted by the Director of 911 or his designee ten (10) days in advance of the starting date of the work schedule. Individual changes on an existing work schedule may be made for cause when 48 hours notice is provided, except for dispatchers assigned to the relief shift for whom 48 hours notice is not required. Dispatchers assigned to the relief shift shall in most cases receive 48 hours notice of a change in an existing schedule.

14.4 DAYLIGHT SAVINGS TIME

It shall be understood that when it is necessary to adjust clocks to accommodate eastern standard, or daylight savings time, one (1) shift shall work nine (9) hours and one shift shall work seven (7) hours. This occurs twice per year for one shift.

14.5 RELIEF DISPATCHERS

Dispatchers assigned to the relief shift shall, at the direction of the Director or his designee be subject to changes in their normal shift. In most cases a minimum of 16 hours should pass from the end of the shift last worked to the beginning of the shift being relieved unless the relief dispatcher has taken advantage of offered overtime during this time period in accordance with the overtime equalization process.

ARTICLE 15 **VACANCIES AND ASSIGNMENTS**

15.0 FILLING OF VACANCIES

Vacancies in a higher paid classification shall be posted and assignment made to the most qualified applicant, except that when qualifications are equal, seniority shall be the determining factor. Violation of the above is subject to the grievance procedure.

15.1 SHIFT/VACATION SELECTION

Shift assignments and choice of vacation (all other qualifications being equal) shall be on a seniority basis.

15.2 SHIFT PREFERENCE

The below shall take effect in 1992 and there shall not be any shift selection in January of 1992.

All seniority employees shall be entitled to shift preference selection. Shift changes shall be allowed twice per year; March 1st and September 1st, based on seniority.

If an employee desires a shift change, it is mandatory that a letter to that effect be submitted one (1) month in advance or by February first and August first of any given year.

All transfers are to be subject to the Director of 911 or his designee's approval. Approval will not be unreasonably withheld.

15.3 RELIEF DISPATCHERS

This position is to be treated as a shift and subject to all sections and subsections of Article 15 except as noted hereunder. In addition, dispatchers holding this position shall, at the direction of the director or his designee, be subject to changes in their normal shift. These changes will be for the purpose of filling in during the absence of another dispatcher caused by illness, vacations or training demands. Such changes shall require timely notification to the dispatchers holding this position as follows:

1. The affected relief dispatcher should receive 48 hours notification of a change in his/her schedule.
2. In most cases, a minimum of 16 hours should pass from the end of the last shift scheduled to be worked to the beginning of the shift being relieved. This 16 hour separation between shifts would not be expected in the event the relief dispatcher is offered overtime during this time period and works the overtime in accordance with the overtime equalization program now in place. A relief dispatcher may request a waiver of this 16 hour separation between shifts if he/she determines it is to his/her benefit to do so.
3. In most cases the use of relief dispatchers will be rotated between those assigned to this duty. This provision may be waived due to hardship if agreed to by the parties involved.

The above notification is to give the affected dispatcher the opportunity to obtain rest needed to properly perform duty on the shift being relieved.

ARTICLE 16 **OVERTIME/COURT TIME/CALL BACK**

16.0 OVERTIME

Time and one-half shall be paid for all hours worked over eight (8) hours per day or forty (40) hours per week. Pyramiding of hours, however, shall not be allowed. Overtime, both scheduled and call in, shall be offered first to the qualified employee who has the lowest overtime hours. For purposes of computing overtime, holidays, vacation days, funeral leave, and sick time designated in this contract shall be considered as days worked, provided these days fall within the regular scheduled work week.

16.1 COURT TIME

Any employee called back from off-duty for an appearance in circuit, district, or probate court, or for an appearance at the Secretary of State's Office, or any other legal proceeding, shall be paid at the rate of time and one-half with a minimum of two (2) hours being authorized.

16.11 STANDBY/COURT

Any employee required to be on standby for Court testimony shall be paid at the rate of one (1) hour regular pay for a.m. sessions and one (1) hour regular pay for p.m. sessions.

16.12 STANDBY/DEPARTMENT ASSIGNMENT

Employees on standby for department assignment shall be paid one (1) hour of regular pay for every four (4) hours of standby time.

16.2 CALL BACK

Call back shall mean hours worked by an employee when called in during his off-duty hours. A call in shall be for no less than two (2) hours and shall be paid at overtime rate.

16.3 SHIFT MODIFICATION

An employee's day may be extended if the employee is called in before his normal start time, or extends his shift beyond the normal quitting time. All such hours shall be subject to overtime provision.

ARTICLE 17 **LAYOFF AND RECALL**

17.0 LAYOFF

Layoff of unit employees shall be by unit seniority in the affected classification. The following order shall be observed provided that the employees who remain are capable of performing unit work:

- (A) Temporary employees.
- (B) Probationary employees.
- (C) Remaining seniority employees affected shall then be laid off in inverse order of their seniority.

17.1 RECALL

The order of recall shall be by seniority and in inverse order of layoff.

- (A) Notice of recall shall be by certified or registered mail, telegram, or hand delivered to the employee's last known address as shown on the Employer's records. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of intent to return to work within three (3) consecutive calendar days of receipt of the notice, and shall return within seven (7) calendar days or his employment shall be terminated.
- (B) In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon laid-off employees either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee shall be given a temporary assignment, not to exceed seven (7) days, and the permanent assignment will be made as outlined.

17.2 RECALL OBLIGATION

A laid-off seniority employee, if recalled to a job similar in work content and identical or higher in rate of pay to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

17.3 LAYOFF NOTICE

The Employer agrees to give thirty (30) days' notice to any seniority employee and the Association of any proposed layoff.

ARTICLE 18 **EQUALIZED OVERTIME PROVISION**

18.0 DEFINITION

The Employer and the Association mutually agree on the principle that overtime work shall be distributed as equally as possible among the eligible employees within their classification. An eligible employee shall be considered as one who can satisfactorily perform the job assigned and whose normal assignment is within the classification. All overtime, excluding court time, shall be offered first to the qualified employee who has the lowest overtime hours. Any overtime worked outside of regular classification will be counted as overtime worked within regular classification. Only in case of an emergency, as determined by the Director of 911, shall an employee be required and/or allowed to work more than twelve (12) hours in a 24-hour period.

18.1 NOTICE

The Director of 911 or his designee agrees to instruct the shift supervisors to adhere to the following procedures and establish and keep an up-to-date overtime register.

18.2 ELIGIBILITY

This overtime register shall record all members of the bargaining unit by seniority and include probationary personnel in excess of six (6) months' service. For the first six (6) months of operation of the 911 system, all probationary employees shall be recorded in the overtime register. Thereafter, an employee must have a minimum of six (6) months' service before being included in the overtime register. Only the Director or an authorized chief dispatcher shall make additions or deletions in the register. Notwithstanding the above, the Director of central dispatch may order any probationary employee to work overtime provided that seniority employees have refused the overtime.

18.3 RECORDED HOURS

The register shall also record all overtime worked excluding court time, but including every time someone is requested to work overtime but refuses. This time shall be marked as "refused" (R).

18.4 ANNUAL ZERO OUT

On January first of each year, each employee listed will begin with zero hours. At the first overtime situation, the list shall be called, beginning at the top of the list, until required personnel are identified. Employees working overtime shall be credited for overtime or worked. Those contacted and refusing shall be marked as refused.

18.5 OVERTIME ASSIGNMENT

Whenever a situation arises where more employees are required than agree to work, the employee with the least amount of recorded overtime qualified to fill the position shall be ordered to work.

18.6 PREMIUM OVERTIME ASSIGNMENT

Anything herein to the contrary notwithstanding, whenever overtime is available which qualifies for pay in excess of time and one-half, then in that event, the dispatcher with the most overtime hours worked shall be called first, and then down the list from dispatchers working the most overtime hours down to the least worked overtime hours without regard to seniority.

18.7 SHIFT EXTENSION

When the need to fill overtime hours becomes known with less than two (2) hours' notice, these hours will be filled by polling on-duty personnel in order of overtime schedule. When all refuse, the qualified employee on-duty with the least amount of recorded overtime shall be ordered to fulfill the duties. Employees shall have the choice of working remaining hours or until the next supervisor fills the remaining hours.

18.8 SCHEDULE REVIEW

All overtime hours worked shall be logged on the overtime schedule which will be made available to all employees and the Association.

18.9 PROBLEM RESOLUTION

Any question arising under the provisions of this section shall first be referred to the Association and the Director of 911 or his designee. If settlement is not reached, a conference with the Director of 911 or his designee will be arranged. If this conference fails to resolve the issue and after a second claimed violation, a conference will be set with the County Executive or his designee in an attempt to settle the matter. If a satisfactory resolution is not reached following a third claimed violation, the matter shall be filed at Step 4 of the Grievance Procedure.

18.10 ROSTER PLACEMENT

After a new employee completes six (6) months of satisfactory service, or any seniority employee reenters the bargaining unit, he shall be placed on the overtime equalization list and will be assigned the average amount of overtime.

18.11 OVERTIME VS. VACATION

Overtime shall not be scheduled for an employee while on authorized vacation unless such employee in writing to the Director of 911 or his designee indicates his availability. Any employee on vacation who indicates his availability for overtime shall only be called after the entire list of employees not on vacation have been called.

18.12 EXCUSED FROM OVERTIME

An employee who is excused from work due to illness, leave of absence, or other paid leave, shall not be eligible for overtime work until that employee returns to work following such absence and completes at least one eight-hour shift.

18.13 REQUIRED OVERTIME

The Director of 911 or his designee may require employees to work overtime, provided, however, employees shall be excused from overtime by the Director of 911 or his designee when requiring an employee to work overtime would result in severe or inequitable hardship to the employee or where a qualified volunteer replacement can be secured.

18.14 REFUSAL

Repeated unexcused refusal of overtime by any employee may subject such employee to reprimand.

18.15 OVERTIME VS. DISABILITY

If an employee does not consider himself physically, mentally, or otherwise able to accept overtime, he shall submit proof of such disability to the Director of 911 or his designee. If the Director of 911 or his designee agrees that said employee is not able to accept overtime, he shall be taken off the overtime list. The Director of 911 or his designee may at his discretion periodically review said employee's disability. The Director may require additional proof of the disability. Whenever the Director of 911 or his designee determines the disability has been removed, said employee will be placed back on the overtime list and will be assigned the average amount of recorded overtime hours upon employee reentry.

ARTICLE 19 **VACATIONS**

19.0 ELIGIBILITY

Each employee shall accumulate twelve (12) paid vacation days in the first full year of employment. Beginning with the employee's second full employment year, one (1) additional day per year shall be added until the employee has a maximum accumulation of twenty-two (22) vacation days.

19.1 BENEFIT LOSS

All vacation and/or pay for vacation will be waived in the event of discharge for good cause during the probation period only.

19.2 HOLIDAY VS. VACATION

Recognized County holidays falling within the vacation period are not considered vacation days.

19.3 SCHEDULING

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees, vacation schedules shall be posted twice a year thirty (30) days prior to the dates of January 1 and July 1. Vacation requests selected during this period of time shall be approved on a strict seniority basis. After January 1 and July 1, all employees who have failed to select their vacation

time will take whatever time is available and shall be approved by date of application. The Director of 911 will notify employees of approval of vacation periods in a timely manner. The Director shall grant vacation requests in accordance with this Article unless the granting of the vacation requests would unduly disrupt the operation of the department. Request for taking of vacation time in increments of two (2) hours minimum shall be granted provided it does not cause hardship to the Bay County Central Dispatch.

19.4 ACCUMULATION

Employees may, at their option, accumulate vacation up to and including thirty (30) days provided that all employees must take at least six (6) vacation days each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

19.5 REIMBURSEMENT

No employee shall lose any accumulated vacation. Vacation over thirty (30) days shall be reimbursed by the County, in full, at the end of the year.

ARTICLE 20 **HOLIDAYS**

20.0 HOLIDAYS

Effective January 1, 1988, the County agrees the following holidays shall be paid:

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Veteran's Day	

20.1 HOLIDAY PAY

Each full-time employee shall be paid for the above holidays at his regular straight-time rate of pay.

20.2 PERSONAL HOLIDAY

Effective January 1, 1990, each member of the bargaining unit shall be entitled to four (4) personal holidays. Request for taking of a personal holiday shall be given to the Director of 911 or his designee at least eight (8) hours prior to the taking of the personal holiday, if at all possible. The Director of 911 or his designee shall grant the request unless in the opinion of the Director of 911 or his designee it would materially affect the operation of the Department.

20.3 PAY CALCULATIONS

Any employee working a regularly-scheduled shift in which four (4) hours or more falls within the twenty-four (24) hours of a holiday designated in Section 20.0 shall be compensated as though the entire eight (8) hours have been worked on the holiday. Any time less than four (4) hours within the above referenced twenty-four (24) hour period shall be paid at non-holiday rates.

20.4 HOLIDAY PAY ELIGIBILITY

An employee who does not work on a holiday will be paid eight (8) hours at his straight-time base rate provided, however, that the employee will not be paid for a holiday if he has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

20.5 PAY RATES

An employee who works on any of the holidays designated herein will receive eight (8) hours of pay at his straight-time base rate, plus:

- (A) Time and one-half for all hours worked which fall within his regularly scheduled hours of work for that day.
- (B) Double and one-half for all hours worked which are before or after his regularly scheduled hours for that day.

20.6 SCHEDULE ADJUSTMENT

Whenever a holiday falls on an employee's regularly scheduled work day, said employee shall work the holiday. Said employee, however, shall have the right to trade shifts with another employee with the approval of the Director of 911 or his designee.

20.7 ACTUAL HOLIDAY

Holidays are to be celebrated on the actual holiday.

ARTICLE 21
LEAVES

21.0 SICK LEAVE

21.01 ACCRUAL

An employee shall accrue sick leave on the basis of one (1) day for each month of service up to ninety (90) days of unused leave. For purposes of interpreting this section, a month of service will be allowed for any month in which at least eleven (11) days are worked. For each sick day accrued over ninety (90) as of December 31 of each year, the employee shall be credited for one-half day vacation on or after the following January 1. On September 15, 1989 any employee who has accumulated in excess of ninety (90) days shall have their accumulation frozen and subsequently shall be credited for one-half day vacation for each full sick day over ninety (90) days accrued during a calendar year.

Any employee having more than ninety (90) days of accrued sick leave who, by use of that accrued sick leave, drops below ninety (90) days, may not thereafter accrue more than ninety (90) days.

21.02 PROOF OF ILLNESS

It is intended that sick leave shall only be used for bona fide illnesses and disabilities. If the Employer has reasonable cause to believe that an employee is abusing sick time, the Employer may require an employee to provide medical verification from a physician that the employee was ill or disabled. Falsification of such medical verification shall subject the employee to discipline by the Director of 911, up to and including discharge.

21.03 SICK PAY

The Employer will pay one-half of the employee's accumulated sick leave upon occurrence of any of the following:

- (1) Any employee who is eligible for retirement and retires from County service and is entered on the retirement or pension roll of the County or any employee who leaves the County's employ having attained the age of sixty (60) years, shall be paid for one-half of his or her unused sick leave at the time of departure. The estate of an employee who dies while employed by the County shall, upon the death of the employee, be paid for one-half of his or her unused sick leave on record at the time of death.

- (2) Any employee who resigns the employ of the County after eight (8) years of continuous service with ten (10) working days' notice shall receive one-half of all accumulated sick-leave days up to the maximum accumulation of ninety (90) days i.e. forty-five (45) days total payout (unless, pursuant to 21.01 above, the employee has more than ninety (90) days, in which case he shall receive one-half of that greater amount).
- (3) In the event an employee should accrue more than ninety (90) days of sick leave at the end of any calendar year, he shall be granted one-half of this excess sick leave accumulation to his or her vacation time available in the following year.

21.04 IMMEDIATE FAMILY

Up to three (3) days of accumulated sick leave per year may be used for serious illness of the employee's spouse, parent and/or child.

21.1 FUNERAL LEAVE

21.11 THREE-DAY LEAVE

In the event of death in the employee's immediate family, i.e., spouse, parent, grandparent, parent of a current spouse, child, brother or sister, or grandchildren, the employee on request will be excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral.

21.12 COMPENSATION

An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he would have earned by working during straight-time hours on such scheduled days of work for which he was excused.

21.13 MULTIPLE TRAGEDY

In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, no more than three (3) normally scheduled work days shall be excused with pay.

21.14 ONE-DAY LEAVE

In the event of death of an employee's daughter-in-law, son-in-law, grandparents-in-law, grandchildren, grandchildren-in-law, or brother or sister of a current or deceased spouse, one (1) day paid leave will be allowed.

21.15 BENEFITS

Other benefits shall continue to accrue and be paid as provided in this Agreement while an employee is on funeral leave.

21.16 EXTENSION

Additional paid time may be granted in extenuating circumstances at the discretion of the Director of 911 or his designee.

21.2 PERSONAL LEAVE

Upon written request, an employee may be granted a leave of absence by the Director of 911 and the Personnel Director without pay or benefits, not to exceed one (1) year in duration.

(A) BENEFIT FREEZE

All accrued benefits frozen at the time of said leave, except vacation which shall be utilized prior to being placed on unpaid leave, shall be available upon return. Any employee on such unpaid leave may, at his option, continue the medical insurance program at the employee's expense.

(B) SERIOUS ILLNESS

In the case of unpaid leave of absence for serious illness, upon written confirmation of a serious illness by the attending physician and/or county physician, hospitalization and insurance payments shall be continued for a period of one (1) year (or longer if approved by the Bay County Executive or his designee after consultation with the Director of 911 or his designee) for the employee and medically eligible dependents, provided all insurance requirements are met. When this coverage is in effect, seniority will accrue to the involved employee.

21.3 MILITARY LEAVE

The County shall observe provisions of the Federal Regulations regarding reemployment rights and leaves of absence in accordance with the Military Selective Services Act of 1957, as amended.

21.4 JURY DUTY

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one (1) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request. For Afternoon and Midnight Shift: Employees shall have eight (8) hours off before they have to report to jury duty, if scheduled to work the midnight shift. Employees shall have three (3) hours off after they leave jury duty before they report back to work, if scheduled to work the afternoon shift. Such shift employees will receive their normal pay.

21.5 LEAVES/SENIORITY

Seniority shall not accrue during any unpaid leave of absence except as provided in Section 21.2(B).

21.6 POLITICAL LEAVE

An employee elected or selected for a full-time public office shall, upon prior written application, be granted a leave of absence without pay or benefits for up to four (4) years while in office. Any employee who is elected to an office less than full-time is free to do so, but the elected office must not interfere with County employment. An employee returning from such political leave shall only be eligible to return to a vacant position to which he/she has the present ability and qualifications.

21.7 LEAVE TERMINATION

At the termination of a sick leave of absence, the employee will be returned to work, and if possible, at the same or similar job held immediately prior to the leave. If such job is not available, the employee will be offered such job as may be available for which he is duly qualified. The parties agree that there may not be an available position for that employee, such as, but not limited to, due to another labor contract, lack of qualifications, etc. In the event no job is available, said leave will be extended until the Employer has a position to offer for which the employee is qualified. Seniority shall be part of the determination of job availability.

21.8 MATERNITY LEAVE

A maternity leave will be granted in accordance with federal and state regulations and will be treated under the provisions of 21.2(B).

21.9 FAMILY AND MEDICAL LEAVE ACT

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

ARTICLE 22 **ALLOWANCES**

22.0 TUITION REIMBURSEMENT

The County agrees that bargaining unit members shall be paid in advance from departmental budget for actual tuition costs and academic expenses such as lab fees, while participating in eligible studies at accredited colleges and/or universities and subject to the following criteria:

- (A) The employee has received written approval from the Director of 911 or his designee and the Director of Personnel prior to registration for the course.
- (B) The employee must receive a grade of C or better and credit for the course if credit is offered.
- (C) Receipts - employee claiming reimbursement must prove actual payment sought to be reimbursed by furnishing specific receipts.
- (D) Class Criteria - to be reimbursable, the courses must relate to the work of the employee and that such course is part of a recognized degree granting and/or awarding curriculum.
- (E) Failure to complete or receive a grade of C or better upon completion of the course shall require the employee to reimburse the Employer for all expenses paid by the Employer, which reimbursement, at the option of the Employer, may be through payroll deduction.

22.1 INSERVICE EDUCATION

The Employer shall pay the tuition and related necessary expenses and provide adequate transportation or mileage reimbursement for attendance at any educational or training courses which the Employer may require that one or more employees attend. Transportation or mileage shall only be provided if such course is not on the Employer's premises.

ARTICLE 23
WAGES

23.0 WAGES

See Appendix A for wage scales which shall be retroactive for employees employed on the date of ratification.

23.1 LONGEVITY

A longevity payment of One Hundred Fifty and No/100 (\$150.00) Dollars shall be paid annually to all members of the bargaining unit who have attained five (5) years of service (including any probationary period) in the first pay period following the anniversary of the effective date of hire. Any employee who is qualified to receive longevity pay who dies or leaves the service of the Employer for any reason, other than discharge for cause, during the year shall receive a pro-rata longevity payment. Employees hired after September 28, 1988, shall not be eligible for longevity pay.

The longevity check shall be paid in a separate check from the earnings check.

23.2 SHIFT DIFFERENTIAL

Shift differential shall be paid to all employees working afternoons and midnights at the following schedule:

Afternoons	20¢ per hour
Midnights	25¢ per hour

Relief Dispatch - Shall be paid the shift differential rate for the hours actually being worked. For that portion on the AFTERNOON shift, the differential will be that paid for the afternoon shift. For that portion on the MIDNIGHT shift, the differential will be that paid for the midnight shift.

23.3 TRAINING PREMIUM

Dispatchers that are assigned to train another dispatcher shall be compensated a premium of 28¢ per hour when actually training another employee. This shall be paid after the contract is executed by the parties and shall commence June 22, 1998.

ARTICLE 24
BENEFITS

24.0 LIFE INSURANCE

The Employer will provide a Fifteen Thousand and No/100 (\$15,000.00) Dollars double indemnity life insurance policy for each employee, provided that the employee is able to meet insurance company requirements.

24.1 MEDICAL/HOSPITALIZATION INSURANCE

24.11 COVERAGE

I. The COUNTY will provide the following options for medical/hospitalization coverage subject to the maximum contributions set forth herein, effective September 1, 1989:

- A. Blue Cross Blue Shield of Michigan (BCBSM) First Dollar
- B. BCBSM Comprehensive Major Medical with dental, vision and orthodontic riders
- C. Blue Care Network regular
- D. BC/BS CMM - PPO Preferred Provider Organization

The Employer may use or substitute other health insurance companies which provide comparable coverage.

The Employer-paid portions of the cost of these benefit options is limited to the following maximum or "caps" i.e.; 1988, Three Hundred Twenty and No/100 (\$320.00) Dollars/month; 1989, Three Hundred Twenty Five and No/100 (\$325.00) Dollars/month; and 1990, and thereafter until the new program takes effect, Three Hundred Thirty and No/100 (\$330.00) Dollars/month.

Subject to the maximum or "caps" the Employer shall continue coverage for employees who retire after January 1, 1985. Retirees eligible for Medicare will be covered by supplemental coverage, subject to the maximum or "caps".

Effective January 1, 1989, the spouse of a retiree at time of retirement will be eligible for health care benefits, which shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee (or spouse), subject to the maximum or "caps" for the Employer paid portion. The Employer paid portion of the cost of this benefit obligation for the spouse of the retiree is limited to the maximum or "caps" of One Hundred Sixty and No/100 (\$160.00) Dollars/month for 1989 and One Hundred Sixty-Five and No/100

(\$165.00) Dollars/month for 1990 and thereafter. Additional family coverage may be purchased by the retiree at his expense.

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another Employer or other source. For example, if the retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages or benefits referred to are changed, the replacement programs shall apply to the above requirements.

As set forth herein, the Employer will not be obligated to pay monthly premiums for health insurance in excess of:

\$320/month	-	1988
\$325/month	-	1989
\$330/month	-	1990 and thereafter until the new program takes effect

Should the premiums for the chosen medical/hospitalization plan exceed those levels, then a payroll deduction will be made from the employee's pay for all costs in excess of the maximum or "caps" above. The Employer's maximum contribution on the health insurance applies to active employees and retirees. The maximum obligation of the Employer to pay for a retiree's spouse is One Hundred Sixty and No/100 (\$160.00) Dollars/month in 1988 and One Hundred Sixty Five and No/100 (\$165.00) Dollars/month in 1990 and thereafter. The total obligation of the Employer for the retiree and his/her spouse is Three Hundred Twenty and No/100 (\$320.00) Dollars/month in 1988 and 1989, and Three Hundred Thirty and No/100 (\$330.00) Dollars/month in 1990 and thereafter.

The Employer will notify the Union immediately of any change or proposed change upward or downward in the per person cost of any of the medical/hospital insurance programs provided for herein.

II. PAYMENT IN LIEU OF COVERAGE

Any active unit member who was eligible, but chooses not to participate in the medical/hospitalization insurance package, who shows proof of insurance from

another source, and who signs a waiver from the Employer, shall receive a One Thousand and No/100 (\$1,000.00) Dollars annual contribution, pro rata, to the County's qualified deferred compensation plan. An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director. Said employee shall be entitled to a pro-rata contribution to the County's qualified deferred compensation plan to date the employee becomes covered by the Employer's medical/hospitalization plan.

An employee may waive health insurance only if he/she has health insurance coverage from another source and signs a waiver from the Employer.

III. EFFECTIVE ANY TIME SELECTED BY THE EMPLOYER AFTER RATIFICATION BY THE PARTIES IN 1991, THE EMPLOYER SHALL PROVIDE THE FOLLOWING HEALTH INSURANCE PROGRAM IN LIEU OF I OF THIS SECTION 24.1.

(A) The Employer will pay the entire cost of the health insurance premiums for employees and covered dependents for 1991 after the new insurance programs become operational. Beginning January 1, 1992, Bay County will increase its contribution toward the cost of health care plans selected by employees in an amount equal to the lesser of: the actual premium costs of the four options provided, or an amount equal to 115% of the aggregate premium payable during the month the last County bargaining unit participates in this new health insurance program in the year of 1991. If the premium costs for health insurance in 1992 exceed 115% of the base month of 1991, that excess amount shall be paid by affected employees in the manner described below.

In 1993, Bay County will increase its contribution toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the four options provided, or an amount equal to 125% of the aggregate premium payable for the base month of 1991 (for total cost increase that Employer pays is 25% over 1991 rate) as noted above.

In determining the County's share of 1992 health care costs, the rates to be effective on January 1, 1992 will be applied to the actual enrollment levels as reported by the County the first month that the new health insurance is in effect. Therefore, any increase or decrease in the County's overall employment level or changes in enrollment among the health plans will not compound the rate change measurement. However, the County's premium remittances to its health care plan insurers or administrators will reflect the actual number of employees enrolled, which may fluctuate as employment levels increase or decrease.

Method of Computing Employees' Share of Premiums:

The four health care packages offered to employees have been designed to meet various needs and preferences among employees, yet provide a comparable value regardless of the package selected. Therefore, any employee contributions

to health care premiums in 1997, 1998 or 1999 will vary only according to the employee's family status (that is, coverage for the employee only, the employee and one dependent, or the employee and two or more dependents), but not according to the plan selected. In this way, freedom of choice among options is maintained and any migration by employees from one program to another is based on the merits of the options and the employee's preferences rather than on differences in employee contribution requirements.

The amount of employee contributions, if any, will be determined prior to January of each year and communicated at the time when employees are permitted to change their health care plan elections.

The Employer will pay the entire cost or a portion of the cost of the health insurance premiums based upon the formula stated herein for employees and covered dependents for 1997, 1998, and 1999. The method by which the increase of 1997, 1998, and 1999 health care costs over 1996 will be determined is by applying the rates to be effective January 1, 1997, 1998, and 1999, to the actual enrollment levels recorded for October 1996, which is the base month.

In 1997, Bay County will contribute toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the four options provided, or an amount equal to 107% of the aggregate premium payable for the base month of October 1996.

If the overall premium cost beginning January 1, 1997 exceeds 107% of the base monthly premium cost using the method referred to earlier, then employees will contribute the average excess above 107%. For example, if the average calculated premium is 109% of the base, employees will contribute 2% of the average 1997 premium for their level of coverage. That is, an average premium covering only an employee, an employee with one dependent, and an employee with two or more dependents will be calculated separately using the same base month enrollment as referred to earlier. The 2% employee contribution will be calculated separately for each of these levels of dependent coverage so that all employees who enroll in a health care option will make a contribution toward the excess cost, but employees with dependents will make proportionately greater contributions.

In 1998, Bay County will contribute toward the cost of health care plans in an amount equal to the lesser of: the actual premium cost of the four options provided, or an amount equal to 114% of the aggregate premium payable for the base month of October 1996.

Prior to the 1998 open enrollment in December of 1997, the average premium increase will be recalculated. If the average premium exceeds 114% of the base month premium using the method as referred to earlier, employee contributions will be recalculated. If the average premium is less than 114% of the base month premium (October 1996), then there will not be an employee contribution in 1998.

Prior to the 1999 open enrollment in December of 1998, the average premium increase will be recalculated. If the average premium exceeds 121% of the base month premium using the method as referred to earlier, employee contributions will be recalculated. If the average premium is less than 121% of the base month premium (October 1996), then there will not be an employee contribution in 1999.

The County will provide to the Union prior to January of each year the County's actual premium costs for its health insurance plan(s) for the prior calendar year. In the event that the County has received a refund of insurance premiums from the insurance company for the previous calendar year and each employee was required to pay a portion of his/her health insurance premium in that year, each employee employed on December 31st of the current year will be refunded the lesser of the employee's pro-rata share of the refund or the actual amount he/she paid in the previous calendar year. Payment will be made in the form of an Accounts Payable check by April 30th of the upcoming year. Refunds will be made only to those employees whose refund amount is \$5.00 or more. In no case will employees receive refunds greater than their actual contributions.

EXAMPLE A: In total, employees contributed \$20,000 toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$50,000 from the insurance company. Each employee employed on December 31, 1996 will receive a refund of 100% of his/her actual contributions made in 1995.

EXAMPLE B: In total, employees contributed \$20,000 toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$10,000 from the insurance company. Each employee employed on December 31, 1996, will receive a refund equal to 50% of his/her actual contributions made in 1995.

EXAMPLE C: In total, employees contributed zero dollars toward their health insurance coverage in 1995. In September, 1996, the County received a refund of \$10,000 from the insurance company. Since employees did not contribute towards their health insurance coverage, employees will receive no refund.

During the period that the labor agreements regarding health insurance are in effect, Bay County will make reasonable efforts to ensure that all four medical plan options are available to employees subject to the agreements. However, Bay County reserves the right to negotiate with any insurers or administrators of medical plans and to award plan contracts and designate insurers and administrators of its own choosing as long as comparable coverage is maintained.

RETIREES

(B) The County shall continue the coverage for members only who retire after January 1, 1975. The retired member shall be required to contribute toward the cost of coverage only if contributions are subsequently required under the terms of this contract for active employees who elect employee only coverage in 1997, 1998, and 1999. For retired members who are under age 65 or otherwise not

eligible for coverage under Medicare, such contribution shall be the exact dollar amount required of active employees for employee only coverage. For retired members covered by Medicare, such contribution shall be one half (½) of the amount required of active employees for employee only coverage.

The County shall provide paid health care benefits for the current spouse (at time of employee's retirement) in an amount equal to 50% of the difference between the premium required to purchase employee/one dependent coverage and the premium for employee only coverage. The premiums used to determine the County provided spouse benefit shall be determined in accordance with Section (A) above.

Health care benefits for current spouse shall be paid for as long as retirement benefits are being paid to the retirees effective the date of signing of this contract.

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another employer or other source. For example, if the retiree accepts other employment and health insurance is available from that employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the county shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. However, if the retiree's health insurance through another employer ceases or if covered by his/her spouse's health insurance and the benefits cease or are not comparable with the Bay County Health Insurance Plan, the retiree and his/her spouse shall have the right to revert to the County of Bay Health Insurance Plan. In the event of the death of the retiree, the deceased retiree's spouse who was otherwise previously qualified shall have the right to revert to the County of Bay Health Insurance Plan.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages or benefits referred to are changed, the replacement programs shall apply to the above replacements.

24.2 SICK AND ACCIDENT INSURANCE

24.21 NONDUTY RELATED

Notwithstanding any contrary provision, the following benefit shall start after the employee has served their initial probationary period.

The Employer shall provide sick and accident insurance for all non-probationary unit employees. This insurance shall become operative on the 31st calendar day after the occurrence and it shall provide payment at seventy-five (75%) percent of the employee's regular base rate for a period not to exceed fifty-two (52) weeks for any one disability as outlined in the insurance program as was formerly provided through Crown Life Insurance.

24.22 LINE OF DUTY DISABILITY

When an employee is injured or incapacitated during the course of his/her employment, he/she shall receive such pay for lost time as provided under the Workers' Compensation Disability Act.

24.23 DUTY DISABILITY

If an employee is not able to return to work because of the duty disability after a period of one (1) year, he shall be required to apply for retirement as outlined in Section 19.0 of the Bay County Employee's Retirement System. If the employee elects not to accept disability retirement, no further payments will be made out of the provision of this Article.

24.3 ANNUAL PHYSICALS

The Employer and the Association agree that each employee shall be required to undergo a complete annual physical examination which shall be conducted by Bay County's Health Department doctor. The physical shall include a hearing test and if the employee elects to be examined by his/her own doctor as to hearing, the employee shall be responsible for the cost of such examination.

24.31 PHYSICAL EXAMS

Annual physical exams shall be provided, in most cases, by the County Medical Director. The medical exams will be provided during regular hours of the County Health Department, with at least two (2) weeks' notice to be provided to the employee. All tests will be conducted under the authority of the Employer and will be done within the Health Department when at all possible. Should additional examination become necessary, the employee will be referred to the appropriate medical personnel so that appropriate examinations and/or testing may take place. Physical examination results shall be made available to the employee or his doctor upon request. Should a physical exam result in the disqualifying of an employee from continuing employment within this unit, the Association shall be so notified within ten (10) days upon receipt of the exam result. Disqualifying medical exam may be subject to the grievance procedure. It shall be the responsibility of each individual employee to schedule and complete his or her own physical examination during the year in accordance with the following schedule:

January - March	Employee's Last Name Beginning A-F
April - June	Employee's Last Name Beginning G-L
July - September	Employee's Last Name Beginning M-R
October - December	Employee's Last Name Beginning S-Z

Should the employee desire to undergo a physical examination by their own physician at their own expense, if not covered by insurance, in lieu of the County Physician, they should obtain the county physical examination forms, and after completion by their physician, the forms should be forwarded to Bay County Physician for his review. The results of all physical examinations shall be held in confidence by the Personnel Director, and the information contained therein released on a "need to know only" basis.

24.4 BENEFITS WHILE ON SICK LEAVE

24.41 NONDUTY-RELATED SICK LEAVE

While on nonduty-related sick leave, the employee shall use his accumulated sick time and shall be carried on the rolls as a working employee and will accrue benefits such as sick days, vacation and longevity.

24.42 DUTY-RELATED DISABILITY

During a duty-related disability as defined by the Michigan Workers' Compensation Commission, the employee shall not be charged with sick time. Any unit member who is absent from work for less than one hundred eighty (180) days shall receive accumulated sick days, vacation and longevity on the 181st day of duty disability.

24.5 LIABILITY INSURANCE

The Employer shall provide at no cost to the employee a policy of liability insurance to indemnify and protect employees against charges arising out of actions or activities which take place while they are on official duty on behalf of the County.

24.51 DUTY COVERAGE

For the purpose of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section.

24.52 LEVEL OF COVERAGE

The coverage provided by such insurance shall be in an amount not less than Fifty Thousand and No/100 (\$50,000.00) Dollars for each person or One Hundred Thousand and No/100 (\$100,000.00) Dollars for each incident or an aggregate of Five Hundred Thousand and No/100 (\$500,000.00) Dollars and shall include the costs of defense, including attorney fees.

24.6 FREE HEALTH DEPARTMENT SERVICES

The Employer will provide the employee with the opportunity to obtain the following services free of charge from the County Health Department:

- (1) Tetanus toxoid series or booster.
- (2) Influenza immunization.
- (3) Diphtheria series or booster.
- (4) Polio series or booster.
- (5) Tuberculin test.

24.7 RETIREMENT

The provisions of the Bay County Employee's Retirement System, as amended, are hereby made a part of this Agreement. Each employee shall be provided and required to sign for a copy of the document entitled, "Bay County Retirement System Ordinance," third draft of a restated ordinance date June 15, 1982.

24.8 RETIREMENT CONTRIBUTIONS

The County will contribute four (4%) percent of the employee's gross salary for the employee's retirement benefits. Any employee hired after January 1, 1991, shall receive no "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees' Retirement System if that employee leaves the employ of the county for any reason other than retirement; employees hired on or before January 1, 1991, shall be eligible for such refunds according to previous practice.

24.9 RETIREMENT CONDITIONS

Effective January 1, 1989, members of the Bay County Sheriff Deputies Association - Dispatchers Unit I, shall be eligible for retirement under the terms and conditions as set forth in the Bay County Retirement Ordinance, reduced early retirement after eight (8) years of service at age fifty-five (55) or older, or after twenty-five (25) years of service regardless of age actuarially reduced.

ARTICLE 25 **MISCELLANEOUS PROVISIONS**

25.0 ASSIGNMENT EXCHANGE

Employees may, with the approval of the Director of 911 or his designee, exchange day or shift assignments, provided it does not result in overtime.

25.1 CONTRACT PRINTING

The County agrees to provide each unit member with a printed copy of the contract within sixty (60) days of the signature date. Said copies shall be signed for by each employee.

25.2 EQUIPMENT

It shall be the duty of the Director of 911 or his designee to make available to all employees on duty during their normal tour of duty any equipment which may be required.

25.3 DUTY EXPENSES

Approved expenses in the line of duty shall be reimbursed as outlined in the County's General Travel Policy for all County employees.

25.4 MAINTENANCE OF CONDITIONS

The Employer agrees to make no unilateral changes in wages, hours or conditions that would be contrary to the terms contained herein. This Agreement shall supersede any rules and regulations governing the Central Dispatch and/or 911 system to the extent this Agreement is in conflict with said rules and regulations.

25.5 POLITICAL ACTIVITY

Members may participate in political activity, while off-duty and out of uniform, except where modified or limited by federal or state law, including but not limited to MCL 15.401, et seq., and provided such activity does not interfere with department operations. Employees, however, shall not be required to take a leave of absence while a candidate for an elective office.

25.6 NOTICE OF CHANGE

When a member of the bargaining unit is discharged, resigns or receives a leave of absence, the Association will be furnished written notice with effective dates within fifteen (15) days.

25.7 SAVINGS CLAUSE

If any article or section of this Agreement or any supplement thereto should be held invalid by interpretation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any article or action should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected.

25.8 WORK SITE

It is the intent of the parties that no employee should be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation.

25.9 UNIFORMS

The Employer may require the employees to wear designated uniforms. In the event the Employer requires the wearing of uniforms, the Employer will provide said uniforms and other articles of clothing which the Employer requires the employees to wear

when on duty. Effective January 1, 1994, an annual allowance of Four Hundred and No/100 Dollars (\$400.00), retroactive for those employees employed on the date of ratification by the parties and/or for those employees who have retired after January 1, 1994, from County service and are receiving County retirement benefits through December 31, 1996, will be paid to each employee required to wear a uniform for the purpose of cleaning and maintaining the uniforms. This amount is to be paid in two (2), pro-rated to the date of hire, equal semi-annual payments, on the first pay in December and the first pay in June of each year. Upon termination of employment with the Employer, the employee will receive the earned pro-rata share of this allowance.

25.10 PART-TIME JOB

Any employee who desires to hold a part-time job must have written permission from the Director to do so. Should the Director subsequently determine that the part-time job is interfering with the employee's duties as required hereunder, he may revoke the previously approved arrangement, and part-time employment shall cease within fourteen (14) days of receipt of written notice.

25.11 MEDICAL DISPUTE

The Employer reserves the right to require an employee, at the Employer's expense if not covered by the employee's insurance, to take a physical or mental examination (1) if probable cause exists establishing that the employee's physical or mental state is interfering with the performance of his/her duties, or (2) on return from any kind of leave of absence. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of the third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that examination, the Employer shall take appropriate action, subject to the employee's rights as established in the collective bargaining agreement.

ARTICLE 26 **TERM OF AGREEMENT**

26.0 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1997, to and including December 31, 1999, unless otherwise indicated, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of termination.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes

or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to December 31, 1999, or December 31st of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms and conditions of such Agreement.

ARTICLE 27
GENDER

Whenever the terms "he", "his" or "him" are used herein, said terms refer equally to feminine gender "she", "hers" or "her".

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
_____ day of _____, 1998.

**BAY COUNTY SHERIFF'S DEPUTIES ASSOCIATION
FOR UNIT I (DISPATCHERS)**

Date: 9-16-98

By: [Signature]

President

Date: 9-16-98

By: [Signature]

Bargaining Committee Member

Date: 9/16/98

By: [Signature]

Bargaining Committee Member

Date: 8/14/98

By: [Signature]

COUNTY OF BAY BOARD OF COMMISSIONERS

Date: 9-21-98

By: [Signature]

Eugene Gwizdala, Chairperson

COUNTY OF BAY

Date: 9-18-98

By: [Signature]

Thomas L. Hickner, County Executive

Date: 9/18/98

By: [Signature]

Brian M. Redmond, Human Resources Director

APPENDIX A

1997 Rates - 3% over 1996*

	<u>Employees Hired Before September 28, 1988</u>		<u>Employees Hired On or After September 28, 1988</u>	
	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Hourly</u>	<u>Bi-Weekly</u>
DISPATCHER (01):				
Hire	9.87	789.60	9.87	789.60
6 month	10.52	841.60	10.24	819.20
1 year	11.33	906.40	10.99	879.20
2 year	13.17	1,053.60	12.39	991.20
3 year	13.41	1,072.80	13.17	1,053.60
4 year	—	—	13.41	1,072.80
DATA ENTRY DISPATCHER (05):				
Hire	9.87	789.60	9.87	789.60
6 Month	10.52	841.60	10.24	819.20
1 year	11.33	906.40	10.99	879.20
2 year	13.17	1,053.60	12.39	991.20
3 year	—	—	13.17	1,053.60
ASSISTANT CHIEF DISPATCHER (02):				
Hire	10.76	860.80	10.76	860.80
6 month	11.47	917.60	11.18	894.40
1 year	12.37	989.60	12.00	960.00
2 year	14.41	1,152.80	13.53	1,082.40
3 year	14.65	1,172.00	14.41	1,152.80
4 year	—	—	14.65	1,172.00
CHIEF DISPATCHER (03):				
Hire	11.22	897.60	11.22	897.60
6 month	11.97	957.60	11.64	931.20
1 year	12.89	1,031.20	12.49	999.20
2 year	15.04	1,203.20	14.11	1,128.80
3 year	15.25	1,220.00	15.04	1,203.20
4 year	—	—	15.25	1,220.00
ASSISTANT DIRECTOR (04):				
Hire	12.25	980.00	12.25	980.00
6 month	13.08	1,046.40	12.72	1,017.60
1 year	14.10	1,128.00	13.68	1,094.40
2 year	16.44	1,315.20	15.44	1,235.20
3 year	16.68	1,334.40	16.44	1,315.20
4 year	—	—	16.68	1,334.40

* Retroactive for employees employed on the date of ratification.

APPENDIX A

1998 rates - 3% over 1997*

	<u>Employees Hired Before</u> <u>September 28, 1988</u>		<u>Employees Hired On or After</u> <u>September 28, 1988</u>	
	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Hourly</u>	<u>Bi-Weekly</u>
DISPATCHER (01):				
Hire	10.17	813.60	10.17	813.60
6 month	10.84	867.20	10.55	844.00
1 year	11.67	933.60	11.32	905.60
2 year	13.57	1,085.60	12.76	1,020.80
3 year	13.81	1,104.80	13.57	1,085.60
4 year	—	—	13.81	1,104.80
DATA ENTRY DISPATCHER (05):				
Hire	10.17	813.60	10.17	813.60
6 Month	10.84	867.20	10.55	844.00
1 year	11.67	933.60	11.32	905.60
2 year	13.57	1,085.60	12.76	1,020.80
3 year	—	—	13.57	1,085.60
ASSISTANT CHIEF DISPATCHER (02):				
Hire	11.08	886.40	11.08	886.40
6 month	11.81	944.80	11.52	921.60
1 year	12.74	1,019.20	12.36	988.80
2 year	14.84	1,187.20	13.94	1,115.20
3 year	15.09	1,207.20	14.84	1,187.20
4 year	—	—	15.09	1,207.20
CHIEF DISPATCHER (03):				
Hire	11.56	924.80	11.56	924.80
6 month	12.33	986.40	11.99	959.20
1 year	13.28	1,062.40	12.86	1,028.80
2 year	15.49	1,239.20	14.53	1,162.40
3 year	15.71	1,256.80	15.49	1,239.20
4 year	—	—	15.71	1,256.80
ASSISTANT DIRECTOR (04):				
Hire	12.62	1,009.60	12.62	1,009.60
6 month	13.47	1,077.60	13.10	1,048.00
1 year	14.52	1,161.60	14.09	1,127.20
2 year	16.93	1,354.40	15.90	1,272.00
3 year	17.18	1,374.40	16.93	1,354.40
4 year	—	—	17.18	1,374.40

* Retroactive for employees employed on the date of ratification.

APPENDIX A

1999 rates - 3% over 1988

	<u>Employees Hired Before September 28, 1988</u>		<u>Employees Hired On or After September 28, 1988</u>	
	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Hourly</u>	<u>Bi-Weekly</u>
DISPATCHER (01):				
Hire	10.48	838.40	10.48	838.40
6 month	11.17	893.60	10.87	869.60
1 year	12.02	961.60	11.66	932.80
2 year	13.98	1,118.40	13.14	1,051.20
3 year	14.22	1,137.60	13.98	1,118.40
4 year	—	—	14.22	1,137.60
DATA ENTRY DISPATCHER (05):				
Hire	10.48	838.40	10.48	838.40
6 Month	11.17	893.60	10.87	869.60
1 year	12.02	961.60	11.66	932.80
2 year	13.98	1,118.40	13.14	1,051.20
3 year	—	—	13.98	1,118.40
ASSISTANT CHIEF DISPATCHER (02):				
Hire	11.41	912.80	11.41	912.80
6 month	12.16	972.80	11.87	949.60
1 year	13.12	1,049.60	12.73	1,018.40
2 year	15.29	1,223.20	14.36	1,148.80
3 year	15.54	1,243.20	15.29	1,223.20
4 year	—	—	15.54	1,243.20
CHIEF DISPATCHER (03):				
Hire	11.91	952.80	11.91	952.80
6 month	12.70	1,016.00	12.35	988.00
1 year	13.68	1,094.40	13.25	1,060.00
2 year	15.95	1,276.00	14.97	1,197.60
3 year	16.18	1,294.40	15.95	1,276.00
4 year	—	—	16.18	1,294.40
ASSISTANT DIRECTOR (04):				
Hire	13.00	1,040.00	13.00	1,040.00
6 month	13.87	1,109.60	13.49	1,079.20
1 year	14.96	1,196.80	14.51	1,160.80
2 year	17.44	1,395.20	16.38	1,310.40
3 year	17.70	1,416.00	17.44	1,395.20
4 year	—	—	17.70	1,416.00

