

6268

12/31/2000

AGREEMENT

between

GOVERNMENTAL EMPLOYEES
LABOR COUNCIL

for

IONIA COUNTY E-911 CENTRAL DISPATCH
TELECOMMUNICATIONS UNIT

and

IONIA COUNTY E-911
CENTRAL DISPATCH BOARD

January 1, 1998 - December 31, 2000

Lower Counties

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AGREEMENT

This Agreement shall be effective January 1, 1998, and is by and between the IONIA COUNTY E-911 CENTRAL DISPATCH BOARD, hereinafter referred to as Board or Employer, and GOVERNMENTAL EMPLOYEES LABOR COUNCIL, IONIA COUNTY E-911 CENTRAL DISPATCH, TELECOMMUNICATIONS UNIT, hereinafter referred to as the Union.

ARTICLE I. RECOGNITION

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

All Regular full-time Telecommunicators employed by the Ionia County E-911 Central Dispatch Board.

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

ARTICLE II. EMPLOYER RIGHTS

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

however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

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

ARTICLE III. UNION SECURITY AND CHECK-OFF

Section 1. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues subject to all of the following:

- A. The Union shall obtain from each of its members a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- B. All check-off authorization forms shall be filed with the Employer who may return any uncompleted or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- C. All other employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for other Union activities.
- D. The Employer shall check-off only obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- E. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.

- F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Employer and the amount owing the Union shall reflect accordingly with the next payment from the employee due the Union.
- G. The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of the employees as in accordance with this Article. Any change in the amounts determined will also be provided to the employer at least thirty (30) days prior to its implementation.
- H. The Union agrees to indemnify, defend, and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues and/or representation fees or in a reliance on any list, notice, certification, or authorization or requirement furnished under this Article. The Union assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Union.
- I. The Union shall exclusively use the following check-off authorization form as herein provided for:

GOVERNMENTAL EMPLOYEES LABOR COUNCIL OF MICHIGAN
667 EAST BIG BEAVER, SUITE 205, TROY, MICHIGAN 48083
DUES CHECK-OFF CARD

I hereby request and authorize to be deducted from my wages earned while in your employ, a labor representation fee of \$_____ per month. If any additional deductions are to be made, it must be authorized by the office of the Governmental Employees Labor Council.

The amount deducted for the labor fee shall be paid by the 10th day of each month to the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, 667 East Big Beaver, Suite 205, Troy, MI 48083.

(Print) Last Name	First Name	Middle Initial	
Address	City	State	Zip Code
Social Security Number	SIGNATURE		Date

ARTICLE IV. GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy

desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements as stated above, by submitting the written grievance to his/her department head or immediate supervisor. Within five (5) working days after receiving the written grievance from the employee, his/her department head or immediate supervisor shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The five (5) working days shall not include the day the grievance was received by the department head or immediate supervisor. The department head or immediate supervisor does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the department head or immediate supervisor shall not act as precedent.

Step 2. The Union may appeal the decision of the department head or immediate supervisor to the Personnel Committee. The request for the appeal to the Personnel Committee must be made in writing within three (3) working days after the answer given in Step 1. The request shall be addressed to the Chairperson of the Personnel Committee with a copy to the Director. The Personnel Committee shall hear the appeal within sixty (60) calendar days after a request is given. The employee and/or his/her Union representative may present witnesses and evidence. The Department Head or his/her representative may also present witnesses and evidence. The answer of the Personnel Committee shall be given within twenty (20) working days after the hearing. The decision of the Personnel Committee shall be final and binding on the parties except for the exceptions noticed in Step 3.

Step 3. If the grievance is not resolved at Step 2, the Union shall present a written demand for arbitration within thirty (30) calendar days after the answer at Step 2 to the Chairperson of the Personnel Committee with a copy to the Director and to the American Arbitration Association (AAA) for the selection of an arbitrator in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator. Notwithstanding any contrary provision in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to the interpretation of the "economic provisions" of this contract resulting in loss of pay or economic benefits, or disciplinary action requiring unpaid time off. Any discipline which did not result in unpaid time off such as letters of reprimand, etc. cannot be submitted to arbitration. The rules of the AAA shall apply unless specifically modified herein.

- A. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect.
- B. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Union and the Employer.

Section 3. The failure of either party to follow the time limits 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 irrevocably withdrawn and denied.

Section 4. When reference to calendar days is made, only weekdays, 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 5. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE V. NO STRIKE

No Strike Pledge. The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of

these services, for any cause whatsoever, by the employees it represents nor shall there be any concerted failure by them to report for duty nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Ionia County E-911 Central Dispatch. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

ARTICLE VI. PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed six (6) months of his/her continuous, regular, full-time employment. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence of any kind including sick leave, his/her probationary period shall be extended by a period equal to the duration of such absence.

For those employees who have completed the above provision, they shall not have a new probation period once the agreement is signed by both parties.

ARTICLE VII. SENIORITY

Section 1. Definition of Seniority. Seniority is defined as the length of continuous full-time service with the Employer since the employee's most recent date of hire, excluding unpaid leaves of absence of more than thirty (30) consecutive days. When an employee completes the probationary period, he/she shall be entered on the seniority list from the most recent date of hire. If two (2) or more employees are hired on the same date, seniority ranking shall be determined by drawing names from a hat. There shall be no seniority among probationary employees. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 2. Loss of Seniority. An employee shall lose his/her status as an employee and his/her seniority if:

- A. He/she resigns or quits;
- B. He/she retires;

- C. He/she is discharged; or a non-probationary employee is terminated with just cause and not reinstated;
- D. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which misdemeanor results in sentenced jail time;
- E. He/she has been on layoff for a period of time equal to his seniority at the time of his layoff or twenty-four (24) months, whichever is lesser.
- F. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for two (2) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee and accepted by the Employer.
- G. If he/she makes an intentionally false statement on his/her employment application on prior work experience, qualifications, credentials, education or criminal conviction record;
- H. If he/she has been on leave of absence including a sick 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 commenced, whichever is less.

ARTICLE VIII. JOB POSTING

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

ARTICLE IX. LAYOFF AND RECALL

Section 1. Seniority shall prevail in the layoff and recalling of employees within the affected classification. Layoff is defined as a reduction in the work force. Layoff shall be determined by the Board. In reducing the work force, the last employee hired in the affected classification shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer. There shall be no bumping rights for employees who are laid off.

Section 2. In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days notice mailed or delivered to his/her last known address shall be made. If he/she fails to report for work within five (5) days following notification of recall mailed or delivered to his/her last known address or if he/she fails to inform the Employer within two (2) working days following delivery of notification of recall that he/she intends to return to work for the Employer, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

Section 3. An employee who is laid off shall have his/her name remain on the recall list for a period of twenty-four (24) months or for a period of time equal to his/her seniority at the time of the layoff, whichever is lesser.

Section 4. Employees who are laid off shall be entitled to any earned, but unused vacation and/or floating holiday(s) at such time they are laid off.

ARTICLE X. HOURS OF WORK

Section 1. Scheduling the Work Week. Employees shall be scheduled to work at the discretion of the Director. The work schedule shall be posted thirty (30) calendar days in advance. All schedules are subject to reasonable change based on the needs of the Department as determined by the Director. Employees may be allowed their preference of shifts based upon their seniority and the needs of the department as determined by the Director. The Director shall not be arbitrary and capricious.

Employees covered hereby may change a scheduled day off after the schedule has been posted by mutual agreement of the Director and any other employee involved. However, such change shall not create an overtime situation.

Section 2. The normal work day for full time employees shall consist of 8, 9, 10, 11 or 12 hours within a twenty-four (24) hour period. Prior to any change in the length of the normal work day, as noted above, the Employer shall discuss the same with a Union representative and shall not make any change until five (5) calendar days after the meeting.

Section 3. Breaks. Each full-time telecommunicator shall normally be allowed a one-half (1/2) hour paid break for lunch. The specific lunch break will be scheduled as to not interfere with the normal work of the agency. Rest breaks are generally allowed twice a day, with one in the first four (4) hours of the work day and one in the last four (4) hours of the work day. Each rest break period is not to exceed fifteen (15) minutes and will be scheduled as to not interfere with the normal work of the agency. They do not accumulate if not taken. Employees cannot leave the building or immediate grounds during lunch or breaks unless the Supervisor approves.

Section 4. Work Week and Work Day Definition. Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week.

Section 5. Overtime. All work performed in excess of forty hours (40) in any work week shall constitute overtime work and shall be paid at the rate of time and one-half of the employee's regular rate of pay. The definition of work shall include paid vacation time off, paid floating holidays and earned sick leave which is taken and paid to the employee. Prior approval of overtime hours is required by the Director.

Overtime shall be divided as equally and practicably as possible using a rotation method based upon seniority. An overtime list shall be posted showing all overtime hours worked by bargaining unit employees, every four (4) months. It is understood between the parties that the Director shall have the discretion to keep employees over their regular work day for short periods of time not to exceed two (2) hours without requiring the use of equalization of overtime. The remedy for failure to comply with the above overtime equalization is to provide the next available overtime hours. Employees may be required by the Director to work overtime. Where the Director allows an employee not to work overtime, that refused time shall be added to that employee's overtime accumulation for equalization purposes. This overtime provision does not prohibit the use of part-time employees and/or supervisors. Overtime shall be equalized within sixteen (16) hours on an annual basis.

Section 6. Compensatory Time. Comp time may be authorized by the Director for time worked in excess of forty (40) hours in any work week at time and one-half. Compensatory time may be taken upon mutual agreement of the employee and the Director.

Section 7. The employee and Director may mutually agree to exchange overtime hours work for time off on an hour-for-hour basis in the same work week.

ARTICLE XI. LEAVES OF ABSENCE

Section 1. Unpaid Personal Leaves. A regular employee who has completed six (6) months of employment 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 cases of illness of an employee or member of the immediate family, to attend an educational institute, or for other reasons deemed appropriate by the Director. All personal leaves of absence shall be without pay and benefits. The only exception to that policy is that the Employer shall continue to pay health insurance premiums for the employee for up to thirty (30) leave days while the employee is on approved medical leave of absence. Employees may continue insurance coverages at their own expense during a personal leave of absence after the

thirty (30) days noted above. An employee will not accumulate sick leave or vacation time, nor will be paid for holidays which may fall during the leave period.

When a leave of absence is granted for more than sixty (60) calendar days for any reason, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Director.

Section 2. Military Training Leaves. Upon presentation of official orders requiring training, a regular full time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full time employee of compensation records identifying the date of and payment made for the training program, the Employer shall pay the difference between the compensation received for the training and the compensation that would have been received had the regular full time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee).

Section 3. Jury Duty. The Employer shall pay an employee called for jury duty the regular straight time rate which would be earned less an amount equal to the payment received for jury service. The employee must return to work and work any hours out of the scheduled work day when not actually on jury duty. In order to receive payment, an employee MUST give the Employer at least two (2) days' prior notice to the date of jury duty, shall furnish satisfactory evidence of reporting for or performing jury duty on the day(s) for which payment is claimed, and must furnish a copy of the payments received for jury duty. The maximum payment obligation under this Section is twenty (20) days per calendar year.

Section 4. Sick Leave. Earned sick leave may be used when it is necessary to miss work because of an employee's illness, doctor and/or dentist appointment, and up to forty (40) hours per calendar year for the care of an employee's sick parent, spouse or minor child where the employee's attendance is essential for their parent's, minor child's or spouse's care. Each regular full-time employee shall earn sick leave days at the rate of one (1) sick day of eight (8) hours for each full month of service where employee worked or was on paid leave (vacation or sick or paid holiday) for at least one hundred twenty hours (120) in that month, up to a maximum accumulation of five hundred seventy six (576) hours which may be used for the above stated purposes.

- A. When an employee must miss work for doctor/dentist appointments, the employee must give the Director one (1) day advance notice unless there is an emergency.
- B. An employee who finds it necessary to use sick time for an accident or illness must notify the Director as soon as possible.

- C. Upon death, fifty percent (50%) of accumulated sick leave will be paid to the employee or his/her estate, based upon the employee's current salary.
- D. Sick days will not be granted for absences due to weather conditions, transportation problems or other reasons except those specified herein.
1. Employees returning to work from an illness or injury or medical leave of absence may be required by the Director to submit a statement from a physician selected by the Employer qualifying his/her ability to work or to verify the illness.
 2. Personnel taking sick leave on their last scheduled day of work before a holiday or vacation, and/or their first scheduled day after a holiday or vacation may be required to submit a statement from a physician selected by the Employer verifying the illness at the Employer's expense unless covered by insurance. It shall be the employee's responsibility to check with the Director when calling in to determine if the statement is necessary.
 3. In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work after a leave of absence of any kind or if the Employer has cause to believe the employee is abusing sick time, the Employer may require a report from a medical doctor of the Employer's choosing at the Employer's expense if not covered by the employee's insurance. If the doctor's findings support abuse of sick time, the employee will reimburse the Employer if not covered by insurance.
- F. An employee who accumulates more than five hundred seventy six (576) hours sick time as of November 30th each year will be paid for fifty percent (50%) of all sick time in excess of five hundred seventy six (576) hours.

Section 5. Funeral Leave. After completing six (6) months of employment, from the date of death through three (3) days following the funeral, three (3) days paid funeral leave may be used to attend a funeral in the employee's immediate family (spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren, foster children or other legal dependents living with the employee, brothers-in-law and sisters-in-law of current spouse and stepparents if currently married to natural parent). When a death occurs to a member of the employee's immediate family who resides in another state, an additional two (2) days funeral leave may be granted by the Director. The additional two (2) days are chargeable to accrued sick days. Employees who have not been employed for six (6) months upon approval of the Director may take unpaid funeral leave.

ARTICLE XII. HOLIDAYS

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

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Good Friday	Good Friday
Easter Day	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve Day	December 31
Employee's Birthday	Employee's Birthday

Four (4) floating holidays - to be requested by the employee and approved by the Director. New employees accrue floating holidays after completion of one (1) year of service. The floating holidays must be used within one (1) year of the date accrued.

Section 2. Except for floating holidays, employees who work on a paid holiday shall be paid time and one-half (1-1/2) for hours worked on that holiday in addition to regular holiday pay. For Example: work eight (8) hours on a holiday, employee receives twenty (20) hours of pay.

Section 3. Employees eligible for holiday pay 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 holiday pay.

ARTICLE XIII. VACATIONS

Section 1. Eligible full time regular employees shall accrue on a monthly pro rata basis paid vacation days at the beginning of each date of hire year in accordance with the following schedule. Employees must work or be on paid vacation or paid sick leave or paid holiday for one hundred twenty (120) hours in a month in order to accrue vacation for that month.

<u>Years of Service</u>	<u>Yearly</u>	<u>Monthly</u>
After 1 year of service	40 hours	3 1/3 hours
2 through 4 years of service	80 hours	6 2/3 hours
5 through 9 years of service	120 hours	10 hours
10 or more years of service	160 hours	13 1/3 hours

Personnel who have not completed twelve (12) months of service are not eligible to use vacation days. However, employees will be credited with vacation time once the period has been completed. If an employee leaves employment with less than six (6) months of service, no unused vacation will be paid to this departing employee.

All vacation time must be used within the year it is acquired, otherwise it shall be lost. Any employee who has two (2) or more years of service may receive payment for up to half (by) of their earned vacation days in any anniversary year in lieu of time off. You may only cash-in vacation time the pay period prior to your Anniversary date.

Section 2. Scheduled days off may be taken with approved vacations.

~~Section 3.~~ An employee going on vacation, who so requests with two (2) weeks' prior written notice, shall be paid in advance for accrued vacation less any obligations. All checks will be dated the date of the normal payroll date.

Section 4. If a contract holiday falls within an employee's vacation, the day will be counted as a holiday and not a vacation day.

Section 5. An approved leave of absence will not be considered a break in an employee's service years noted above if it does not exceed thirty (30) consecutive days.

Section 6. Vacations may be taken at any time of the year. However, they are subject to scheduling according to the needs of the Department and must be approved by the Director. Vacation requests of more than one (1) day must be filed in writing with the Director prior to April 1 of each year. Requested vacations after April 1 shall be on a first come-first served basis and must be approved by the Director.

Seniority shall rule for those vacations requested prior to April 1.

ARTICLE XIV. INSURANCE AND PENSIONS

Section 1. Medical Insurance. The Employer pays a portion of the cost of health insurance premiums for regular full-time employees who are regularly scheduled to work at least eighty (80) hours per biweekly pay period. Employees shall contribute Thirty Dollars (\$30) per month toward health insurance premiums through payroll deduction. Employees also receive prescription drug coverage subject to a Five Dollar (\$5) per prescription co-payment. The Employer reserves the right to change carriers and/or coverages, provided it gives thirty (30) days' prior notice of the changes to the affected employees.

Employees who are eligible for a health insurance benefit and have elected, in writing, not to participate shall be entitled to a taxable insurance option payment in the amount of Five Hundred Dollars (\$500) after each twelve consecutive month period of non-participation. Employees may make the election not to participate at the end of any month and may only re-enroll within the regulation of the insurance carrier.

After being employed and compensated for six (6) months of work, a full-time employee may be eligible to receive a maximum of Five Hundred Dollars (\$500) in each calendar year for dental and/or optical reimbursement. Documentation of dental and/or optical expenses by paid bill or canceled check shall be submitted quarterly on or before January 15, April 15, July 15 and October 15.

Section 2. Life Insurance. The Employer shall provide \$25,000 group term life insurance and \$25,000 accidental death insurance for all regular full-time employees after this agreement is executed.

Section 3. 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.

Section 4. Liability Insurance. The Employer shall provide liability insurance for employees of the E-911 Central Dispatch. The Employer shall determine the scope and amount of the coverage. In the event the coverage is dropped or lost, the parties shall enter into negotiations on the issue. A copy of the current policy shall be provided to the Union Steward.

Section 5. Retirement Plan. The Employer shall provide to the bargaining unit the same retirement plan and under the same terms and conditions as non-union county employees receive. (Not Sheriff Department Plan). This shall be effective thirty (30) days after the contract is executed between the parties in 1993. (Not Sheriff Department).

Section 6. The Employer agrees to financially compensate an employee for loss of, or damage to, certain personal property in the line of duty, where such personal property is determined to be necessary to the performance of the employee's duties. Requests for reimbursement shall be submitted to the Central Dispatch Director in writing, accompanied by proper documentation. Properly documented requests for reimbursement involving eyeglasses and watches (under \$50) will automatically be honored. Other personal property claims will be reviewed by the Central Dispatch Director, and will be paid, negotiated, or denied, on the basis of reasonableness.

ARTICLE XV. WAGES AND LONGEVITY

Section 1. Rates. See attached Appendix A.

Section 2. Longevity. See attached Appendix B.

ARTICLE XVI. 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 XVII. 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 twenty (20) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate after MERC mediation, the Employer may implement its last best offer.

ARTICLE XVIII. POLICIES

Section 1. Resignation. Should an employee decide to leave employment, a minimum of a two (2) weeks' prior notice in writing must be given to the Director. A copy of the written notice will be forwarded to the Board. Failure to provide two (2) weeks' prior notice will result in loss of accrued vacation time and/or sick leave payout unless waived by the Director.

Section 2. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in

accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer.

Any employee desiring to participate in outside or supplemental employment must obtain permission of the Director in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

Employees engaged in outside or supplemental employment shall:

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

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

Section 3. Address Chances. An employee shall notify the Employer in writing of any change in name, address or telephone 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, address and telephone number shown on his/her record for all purposes involving his/her employment.

Section 4. New Rules. All new rules and regulations after this agreement is executed in 1993 shall be given to the Union Steward in advance of being implemented.

ARTICLE XIX. SEPARABILITY

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

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

ARTICLE XX. STEWARDS

Section 1. The Employer recognizes the right of the Union to designate a Steward and an alternate. The alternate Steward may exercise the functions of a Steward only when the Steward is absent.

The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

Section 2. The Union agrees that the Steward and the alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with any functions of the Employer. In no event shall the Steward leave his/her work to investigate grievances without first obtaining permission from the Director. The Director may require the Steward to investigate and/or present grievances during other than working hours in the event that the Director believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

Section 3. The Union will furnish the Employer, in writing, with the names of its Steward and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

ARTICLE XXI. BARGAINING COMMITTEE

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

Section 2. The employee member(s) of the Bargaining Committee will not be paid for the time spent in negotiations in the event he/she is scheduled to work during a bargaining meeting. The employee(s) shall return to his/her work station after negotiations have terminated, provided that there is time left in their normal schedule.

The employee(s) shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of his/her normal shift.

ARTICLE XXII. PYRAMIDING OF PREMIUM PAY

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

ARTICLE XXIII. WORKERS' COMPENSATION

Section 1. Employees are covered by the Workers' Compensation Laws of Michigan. Any employee involved in a work related accident or injury must report that accident or injury to the Director as soon as possible after the mishap and fill out the proper reporting forms.

Section 2. Arrangements have been made with one or more physicians for treatment of work-related injuries. Employees injured while working for Ionia County E-911 Central Dispatch will seek treatment of the injury from one of these physicians unless the nature of the injury is or appears to be such that other emergency treatment is required. In such instances, the employee will seek treatment as needed. The Director will make available a notice regarding the names, addresses, and telephone numbers of the physicians to render treatment for work-related injuries.

Section 3. An employee receiving Workers' Compensation payments shall not earn vacation and sick leave credits while on Workers' Compensation nor shall they be eligible to receive holiday pay. In the event an employee is off work and is being compensated under the Workers' Compensation Law for an on-the-job injury or illness, the Employer will continue for eligible employees for a maximum of one (1) year from the date of the injury, to pay the premiums on health and life insurance, where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Workers' Compensation.

ARTICLE XXIV. GENDER

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

ARTICLE XXV. PAST PRACTICE

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

ARTICLE XXVI. WAIVER

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

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

ARTICLE XXVII. NON-BARGAINING UNIT PERSONNEL

Section 1. The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis provided that temporary employees do not circumvent regular bargaining unit employees' regularly scheduled hours of work. 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, provided the Employer is prohibited from using Supervisor/Director to circumvent regular bargaining unit employees' regularly scheduled work.

Section 3. The Employer reserves the right to hire part-time employees to perform bargaining unit work. They shall not be covered by the terms of this Agreement. The Employer will not lay off full-time employees and then create two part-time positions.

ARTICLE XXVIII. 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 XXIX. DURATION

Unless otherwise specified, all articles of this agreement shall be in full force and effect on January 1, 1998, and it shall continue until the 31st day of December, 2000. 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 set their hands and seals on the date above written.

IONIA COUNTY E-911 CENTRAL DISPATCH BOARD

By: David L. Cusack Date: 1-26-99

By: William R. Olan Date: 1/26/99

By: _____ Date: _____

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

By: Roy Wallace Date: 1-14-98

By: [Signature] Date: 1-20-99

By: _____ Date: _____

APPENDIX A

The following Telecommunicator hourly wage scale shall be effective December 21, 1997.

<u>Start</u>	<u>1 year</u>	<u>2 year</u>	<u>3 year</u>	<u>4 year</u>	<u>5 year</u>
\$10.38	\$10.90	\$11.44	\$12.71	\$13.34	\$13.98

Effective January 1, 1999, the 5 year rate will be \$14.54

Effective January 1, 2000, the 5 year rate will be \$14.98

Placement on the salary schedule for new hires is to be determined by the Personnel Committee and the Central Dispatch Director.

Step increases shall be effective on the employee's anniversary date.

APPENDIX B


All Regular full-time employees as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer as listed below. Longevity payments will be made in November in accordance with the county payroll practice.

<u>Years of Continuous Service as of October 1</u>	<u>Annual Benefit</u>
At least 6 years but less than 10 years	\$100
At least 10 years but less than 15	\$200
At least 15 years	\$300

APPENDIX C

It is recognized by the Ionia County Central Dispatch Authority that all telecommunicators voluntarily accepted a continuation of the contract that expired on December 31, 1996, and continued to perform good and faithful service during 1997. It is further recognized that some senior employees received no increase in wages because they were already being paid at the most senior pay rate. In recognition of the faithfulness of all employees, and in particular those most senior, upon the ratification of this Contract, a signing bonus shall be paid as follows:

Each employee who was a full-time telecommunicator for the entire 1997 calendar year and who had reached the 3rd anniversary of their date of hire prior to January 1, 1997, will receive an amount of \$850.

 Each employee who was a full-time telecommunicator for the entire 1997 calendar year and who had ^{not} reached the 3rd anniversary of their date of hire prior to January 1, 1997, will receive an amount of \$100.

APPENDIX D

Articles Subject to Reopening

Both the Union and the Employer agree that the following sections of this contract are subject to further negotiation upon the request of either party prior to the expiration of this Contract:

Article X, Section 5, 6, & 7

Article XIV, Section 5

The Employer is committed to negotiating a pension plan underwritten by the Municipal Employees' Retirement System. The level of benefits remains open because financial liability information was not available at the time this contract was negotiated.

Should the Union and the Employer not re-negotiate an agreement to these Sections, present Contract language shall prevail.

ADDENDUM

The Ionia County E-911 Central Dispatch Board and the Governmental Employee's Labor Council, Ionia County E-911 Central Dispatch Telecommunications Unit have agree to change section 5 of Article XIV, Insurance and Pensions to read:

Section 5. Retirement. Effective October 1, 1998, the Retirement Plan shall be the Municipal Employees' Retirement System of Michigan plan B3, F55/25, V6 and FAC-5. The Employer shall pay five percent (5%) of the costs for the plan and the employees shall pay the remainder of costs for the plan through payroll deduction.

IONIA COUNTY E-911 CENTRAL DISPATCH BOARD

By: David L. Cusack Date: 1-26-99

By: William P. Pate Date: 1/26/99

By: _____ Date: _____

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

By: Roy Wallace Date: 9-9-98

By: John J. A. Date: 1-26-99

By: _____ Date: _____