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12/31/99

AGREEMENT

Between

MANISTEE COUNTY 911 CENTRAL DISPATCH

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

AND

THE MANISTEE COUNTY 911 CENTRAL DISPATCH ASSOCIATION,
A POAM AFFILIATE

Manistee County

Effective January 1, 1997 - December 31, 1999

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AGREEMENT

THIS AGREEMENT entered into on the _____ day of _____, 1997, effective January 1, 1997, between MANISTEE COUNTY 911 CENTRAL DISPATCH, a Michigan Municipal Corporation (hereinafter referred to as the "Employer") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, (hereinafter referred to as the "Union").

ARTICLE 1
PURPOSE AND INTENT

1.1: It is the purpose and intent of the parties to this Agreement to promote the mutual benefit of the Employer and the members of the Union and to establish wages, hours and conditions of employment, to provide for the disposition of all grievances and to provide for the improved efficiency of the Manistee County 911 Dispatch Center in rendering services to the citizens of the County.

ARTICLE 2
RECOGNITION

2.1: Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative of all members of the Bargaining Unit as described herein:

All full-time and regular part-time employees of the Manistee County 911 Dispatch Center for the purposes of collective bargaining in respect to rates of pay, hours, wages, grievances and other conditions of employment. Such recognition specifically excludes Supervisors, Executives and Confidential Employees.

ARTICLE 3
AGENCY SHOP

3.1: A. All members of the Bargaining Unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or re-entering the Bargaining Unit or pay service fee equal to dues uniformly required of members of the Union.

B. The Employer, upon receipt of a written notice from the Union that an employee is no longer a member in good standing of the Union for the sole reason that the employee has not paid the dues or the service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he/she has been returned to a good membership status, prior to the expiration of the above mentioned thirty (30) day period.

3.2: The Employer will deduct, upon receipt of signed authorization by individual members so long as said authorization remains in effect, dues in the amount as certified by the Union and forward the same to the Police Officers Association of Michigan (POAM) within ten (10) days after such deductions have been made. Such sums shall be accompanied by a schedule showing for whom deductions have been made.

MANISTEE COUNTY 911 CENTRAL DISPATCH ASSOCIATION
FORMS FOR DUES CHECK-OFF

I hereby authorize and direct my Employer to deduct from my wages, and pay over to Manistee County 911 Central Dispatch Association, such amounts including membership dues and special assessments as may be established by the Association and become due it from me during the effective period of this authorization.

Signed: _____

Address: _____

Date: _____

3.3: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payments of any sums other than that constituting actual deduction made from wages earned by employees.

3.4: The Union agrees to indemnify and hold the Employer harmless for any and all claims arising under this Article 3.

ARTICLE 4
REPRESENTATION

4.1: All employees who are covered by this Agreement shall be represented by the Union and by representatives and the bargaining committee, to be chosen by the members of the Union.

4.2: The Bargaining Committee may be composed of the same number of employees with seniority as the number of members of the Employer's Bargaining Committee.

4.3: The Union shall be represented in the Grievance Procedure by one representative and the grievant.

4.4: It is understood that the efficient operation of the Manistee County 911 Central Dispatch Center is foremost, and accordingly no member of the committee or representative, in the performance of any Association related business, will disregard any of the rules and procedures regarding such operation and efficiency; provided, however, the Director or his/her designee will cooperate in the granting of permission to investigate grievances during regular working hours.

4.5: The Union or Grievance Committee, as members of the local Association, may perform the following:

- A. Processing and investigating reported members' grievances.
- B. Differences concerning the intent and application of the provision of this Agreement.
- C. Represent members at hearings or proceedings affecting rights and/or benefits provided by this Agreement.

4.6: During the term of this Agreement, the Union shall inform the Employer, in writing, of the names of the Grievance Committee, and the Bargaining Committee for this local Association.

4.7: Authorized representatives of the POAM Association shall be permitted to visit the operation of the Employer during working hours to talk with the Union steward concerning matters covered by this Agreement, as long as it does not interfere with 911 business.

4.8: A local officer of the Association will be allowed to attend POAM meetings if scheduled to work on meeting dates. Two (2) paid days total per year for one or two officers.

4.9: The Employer will, when possible, inform the local Association officers twenty (20) days in advance, when possible, of any changes in existing rules or regulations or the establishment of new rules and regulations before such changes are made effective.

4.10: Any interrogation of employees must be conducted at reasonable times and unless otherwise agreed will take place at the Director's office in Manistee.

4.11: Any employee shall not be subject to reprisal or discrimination by the Employer for exercising his/her right to commence civil litigation against any person against whom he/she claims to have a cause of action.

ARTICLE 5
MANAGEMENT RIGHTS

5.1: A. Rights. The Employer on its own behalf and on behalf of the public it serves, hereby retains and reserves unto itself and its designated representatives when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, including only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or recognize 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 direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion; or to determine the number of and qualifications and competency of employees; to establish training requirements for purposes of

maintaining or improving professional skills of employees and for advancement. The Employer shall also have the right to discipline employees, subject to the terms of this Agreement, for just cause, transfer, layoff and recall personnel to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

- B. It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, powers, and authority possessed by the Employer prior to the signing of this Agreement are retained by the Employer and remain within the rights of the Employer, regardless of whether such rights have or have not been exercised in the past.

5.2: 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 6
NO STRIKE

6.1: Nature of Services. The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union recognized that the needs for care and service to the clients are of paramount importance and that there should be no interference with such public safety, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they be absent themselves from work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further recognizes that a strike by the employees would be illegal pursuant to Michigan law, as cited at MCL 423.202.

6.2: No Strike Pledge. The Union and employees agree not to engage in strikes, work stoppages, work slowdowns or actions to

otherwise interfere with the efficient operations of the 911 Central Dispatch and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

6.3: Discipline and Discharge. The Employer shall have the right to discipline and discharge any employee participating in such work interferences.

6.4: Limitation of Authority and Liability. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppages or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members. Any individual employee or group of employees who wilfully violate or disregard the arbitration and Grievance Procedure set forth in this Agreement, may be summarily discharged by the Employer without the liability on the part of the Employer or the Union.

ARTICLE 7
DEFINITION OF EMPLOYEES

7.1: Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those full-time and regularly scheduled part-time employees who are employed by the Employer in the collective Bargaining Unit described in Article 2. For purposes of this Agreement, the following definitions shall be applicable.

- A. Full-Time Employee(s): Employees scheduled on a regular basis to work forty (40) or more hours in the seven (7) day work week shall be considered as full-time employees.
- B. Part-Time Employee(s): Employees regularly scheduled to work less than forty (40) hours in the seven (7) day work week shall be considered as part-time employees.
- C. Management shall designate at time of hire full-time and part-time status.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: Exclusive Method. The Employer and Union support and subscribe to an orderly method of adjusting grievances. To this end, the parties agree that the grievance and arbitration

procedures set forth herein shall be the exclusive method utilized by them to resolve grievance disputes between them.

8.2: Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

8.3: Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. Oral Step. Within five (5) calendar days of the occurrence of the incident giving rise to a grievance, the employee affected shall first discuss the matter with the Director with the object of settling the matter informally. If requested by the employee, the Union president or other Union officer may be present. It is expressly understood that if a discussion with the Director is intended to be the initiation of the Grievance Procedure at the oral step, the employee shall also advise the Director of this fact at the time of the discussion. If the Director is not advised of this fact, the discussion shall not be considered an initiation of the Grievance Procedure at the oral step.

Step 2. Written Step. If the complaint is not satisfactorily resolved by the oral procedure, the Union/employee(s) affected shall reduce the complaint to a written grievance and submit it to the Director. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee with respect to those provisions; indicate the relief requested and be signed by the Union/employee(s) affected. The written grievance shall be submitted to the Director within five (5) days after the Employer's answer in the verbal procedure. Within five (5) days after the grievance is filed, a meeting shall be held between the named members of the grievance committee and the Employer. If the meeting cannot occur within the five (5) day period, it shall be scheduled for a date mutually convenient to the parties. The Director shall give the employee a written answer to the grievance within five (5) days following the Step 2 meeting.

Step 3. If the response received in Step 2 is not satisfactory to the aggrieved employee(s), the employee(s) may appeal the decision to the Personnel Committee of the Manistee County 911 Board by submitting

a written notice of appeal within five (5) days after receipt of the Director's written response. This appeal must be signed by both the Union representative and the employee. The Personnel Committee shall meet and discuss the grievance at its next regularly scheduled committee meeting, provided that the written notice of appeal is received by the Director at least five (5) days prior to the next regularly scheduled meeting. The Director shall notify the Union or the aggrieved employee, in writing, at least five (5) days prior to the meeting. At this meeting, the Personnel Committee shall review the facts and each of the parties involved shall have the right to present whatever evidence and witnesses they deem necessary. Within five (5) days following the meeting, the Personnel Committee shall submit to the aggrieved employee(s) and the Union its decision in writing.

8.4: Arbitration.

- A. Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice to the Director and the Chairperson of the Personnel Committee of its intent to arbitrate within fifteen (15) calendar days following the date of the Personnel Committee's written response at Step 3 of the Grievance Procedure. The time limits for a request for arbitration may be extended by written mutual agreement. If arbitration is not so requested within the said fifteen (15) day period, the matter shall be considered settled on the basis of the Employer's last disposition.
- B. Selection of Arbitrator. Upon receiving a request for arbitration, the parties shall jointly obtain a list of five (5) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). If no agreement can be reached, he/she shall be selected by the parties alternately striking a name from the list. Any administrative fees or other charges, and the arbitrator's charges for his/her services and expenses shall be borne equally between the parties. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

8.5: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and shall be governed at all times wholly by the terms of

this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she have the power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or the retirement system in administering their plans; or to issue a ruling modifying any matter covered by a Statute or Ordinance. Further, the arbitrator shall not be empowered or considered any question or matter outside of this Agreement or to rule upon which persons the Director shall employ. If the issue or arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the Bargaining Unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing. The arbitrator is hereby expressly empowered to determine whether just cause existed for the issuance of discipline against an employee. The arbitrator is expressly empowered to determine whether just cause exists as to guilt of the offense(s) charged and, separately, whether there is just cause for the severity of punishment imposed. The arbitrator is expressly empowered to mitigate any discipline imposed by determination that just cause for guilt of some or all of the offense(s) charged does not exist and/or just cause for some or all of the severity of the punishment does not exist.

8.6: Statutory Claims.

- A. When remedies are available for any complaint and/or grievance of any employee through any administrative or statutory procedure, except the Michigan Employment Relations Commission, such as, but not limited to, a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any Federal law pertaining thereto, and/or Civil Rights matter pursuant to Act 453 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and affected employee shall not process the complaint through any Grievance Procedure provided for in this contract.

- B. If an employee elects to use the Grievance Procedure provided under this contract and subsequently elects to utilize any statutory 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 shall be forfeited.

8.7: Time Limits.

- A. Time limits provided in this Grievance Procedure shall be strictly observed. The parties recognize that it is in the best interests of the Employer, the Union, and the employees to resolve grievances as soon as possible. Every effort shall be made to expedite the process, however, time limits may be waived by mutual written consent between the Union and the Employer.
- B. If the Employer does not answer the grievance within the time limits specified in the above Grievance Procedure, the grievance shall automatically progress to the next step.
- C. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- D. For the purpose of this Article, the term "days" shall be defined as "calendar days", and shall not include the day in which the grievance is presented or appealed by the Union or is answered by the Employer.

8.8: Back Wages. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation/wages that he/she may have received from any source during the period of the back pay.

8.9: Other Cases. No decision in any one case shall require a retroactive wage adjustment of the back pay in any other case.

ARTICLE 9
DISCIPLINE PROCEDURE

9.1: Just Cause. The Director shall not discharge or discipline a non-probationary employee except for just cause. Progressive discipline for minor offenses shall be employed. The Union acknowledges that progressive discipline need not be utilized for major infractions.

9.2: Counseling Memorandums. The Union acknowledges that counseling memorandums may be utilized by the Employer. Counseling memorandums shall not be construed as disciplinary action and shall not be subject to the Grievance Procedure. The Director shall review all files every January and June and shall remove from files

said counseling memorandums that are a minimum of one (1) year old and shall destroy said memorandums.

9.3: Pre-determination Disciplinary Hearings. The Director or his/her designee will meet with the employee involved and his/her Union representative to provide the employee with an opportunity to explain the conduct in issue, prior to making a final decision regarding the employee's discipline.

9.4: Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

9.5: Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the second step of the Grievance Procedure.

9.6: Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any minor prior infractions which occurred more than two (2) years previously.

9.7: Notice of Disciplinary Action. At the time of the disciplinary action of a non-probationary employee, the Employer will notify the employee in writing of the reasons therefor and will cause a copy to be issued to the local Union representative.

9.8: Leaving Premises. Whenever possible, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with a Union representative before an employee is required to leave the property of the Employer.

ARTICLE 10
SENIORITY

10.1: Seniority is defined to mean the length of continuous service of an employee with the Manistee County 911 Central Dispatch Center since the day and year of the employee's last date of hire, and in the event two or more employees are hired on the same day, seniority preference shall be determined by lottery drawing.

10.2: The Employer shall post a seniority list which provides the names, classifications and seniority dates of all employees in the Bargaining Unit annually.

10.3: All employees shall have access to his/her personnel file twice per year.

10.4: The employee shall be on an at-will probation during the first twelve (12) months of continuous active employment. There shall be no responsibility to re-employ any at-will probationary employee who is discharged, or otherwise terminated during the probationary period. An at-will probationary employee shall not have recourse to the Grievance Procedure for purposes of discipline and discharge. An at-will probationary employee may be terminated for any reason or no reason in the sole discretion of the Employer. Upon satisfactory completion of the probationary period, the employee's name shall be placed on the seniority list with seniority dating from the original date of hire.

10.5: Probationary Evaluations. Probationary employees will be evaluated by Training Officers and Director at one (1) month, three (3) months, six (6) months, and one (1) year during their probationary period. All employees will receive an annual evaluation during their anniversary month.

10.6: Grounds for Loss of Seniority. Seniority shall accumulate until terminated for one of the following reasons:

- A. In the event an employee separates from employment.
- B. In the event the employee is discharged and the discharge is not reversed.
- C. In the event the employee is absent for three (3) consecutive working days without properly notifying the Employer, unless an acceptable explanation to the Employer is received regarding both the absence and failure to notify. Employees will notify the Employer promptly and before the start of the shift when necessity for absence becomes apparent and failure to so notify shall result in discipline, up to and including discharge.
- D. In the event an employee, upon proper notification of recall from layoff, fails to respond within five (5) days of the recall notice regarding his/her desire to return to work or fails to report to work within fourteen (14) calendar days following notification. Notification to employees by first-class mail addressed to the last known address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his/her proper address on record with the Employer. Nothing in this item (D)

shall be deemed to preclude the Employer from filling any vacancy, caused by the failure of an employee to report promptly after notification, in such manner as the Employer shall determine until such employee reports for work or has lost his/her seniority under this provision.

- E. In the event the employee for any reason other than sick leave or leave of absence granted by the Employer is off the active payroll for a period of one (1) year. In cases of worker's compensation leave, this period shall be twenty-four (24) months.
- F. In the event an employee works for another employer while on a leave of absence unless previously agreed to by the Employer in its approval of the leave of absence.
- G. In the event an employee fails to report for work at the expiration of a leave of absence unless an explanation acceptable to the Employer is given.
- H. In the event the employee is absent due to illness for a period of time equal to his/her seniority at the commencement of the leave or two (2) years, whichever is less.

10.7: The seniority and reemployment rights of any employee who is enlisted in the Armed Forces of the United States shall be in accordance with all applicable laws.

10.8: Employees who transfer from the Bargaining Unit to excluded classifications and thereafter return to the Bargaining Unit shall not retain and/or accumulate seniority while working in the excluded classification. Such employees shall have no rights under this Agreement while employed in the excluded classification.

ARTICLE 11
LAYOFF AND RECALL

11.1: Seniority shall apply to layoff and recall as follows:

- A. When a reduction in work force occurs, probationary employees in the classification affected shall be laid off first. Next, part-time employees shall be laid off. The non-probationary employees in the affected classification with the least seniority will be laid off next. Such laid off employees may

bump an employee with less seniority who is working in a lower classification provided the bumping employee possesses in the sole discretion of the Employer the necessary qualifications and certifications to fill the position. Should a laid off employee possess the qualifications but not the certification to claim a job in a lower classification, then upon being laid off that employee shall have up to six (6) months to obtain the required certification at his/her own expense. Upon obtaining the requisite certification, if the employee has greater seniority than the least senior employee in the classification, then he/she shall be allowed to bump into the job in the lower classification, provided such claim must be made within six months of the date of layoff.

- B. Employees shall be recalled in the reverse order of their layoff. In a classification, probationary employees shall not be recalled or new hires made until all employees with seniority have been recalled.

ARTICLE 12
TRAINING

12.1: The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the 911 Board if the class is held outside the County of Manistee and if transportation is not otherwise provided. Employees shall be eligible for County Meal and Travel Policy when assigned training outside department.

ARTICLE 13
WORK SCHEDULE

13.1: Shift Schedules. Employees shall be expected to work any shift to which they are assigned and scheduled. The Employer and Union acknowledge that because of the nature of professional dispatch work, employees will be required from time to time to continue working after/prior to the scheduled end/beginning of their shift.

13.2: Posting. Shift schedules will be posted at least thirty (30) days prior to the effective date.

13.3: Changes. Changes will be made with as much advance notice as feasible with respect to available hours and schedule changes. Schedule changes will be limited to two (2) times a year unless it is an emergency. Employees will have the option of picking vacations again if schedules change.

13.4: Normal Work Assignment. An employee's regular work week shall consist of forty (40) hours of work performed in a seven (7) consecutive calendar day period. The normal workday shall consist of eight (8) consecutive hours commencing from the start of the employee's regularly scheduled shift. These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per tour of duty, or as a limitation of the Employer's right to schedule and require work in excess of the normal work day or normal work period.

13.5: Shift Trading. Trades shall not cause overtime to be paid to any employee. The employee causing the trade must document in writing to the Director the trade request at the time of the trade. Employees need not seek prior approval for such trades from the Director. If employees fail to comply with trade policy, program will end at sole discretion of Director.

13.6: Staffing. A minimum of two (2) dispatchers will be on duty at all times.

13.7: Shift Premium. Employees working on shifts commencing at or after 3:00 p.m. shall receive a shift premium of ten (\$.10) cents per hour in addition to their regular hourly rate for all straight time hours worked. Employees working on shifts commencing at or after 11:00 p.m. shall receive a shift premium of fifteen (\$.15) cents per hour in addition to their regular hourly rate for all straight time hours worked. There shall be no pyramiding of premiums.

ARTICLE 14
COURT TIME

14.1: In the event an employee is subpoenaed for work related court appearances, at times they are not scheduled for work, shall receive a minimum of two hours' pay or time and one-half at their normal hourly rate, whichever is greater, for in-court time worked. In-court time shall be computed from the time the employee arrives at the Director's office until such time as he/she returns, but shall exclude lunch or dinner hour recesses of the Court.

ARTICLE 15
JURY DUTY

15.1: In the event of Jury Duty, an employee shall sign over the Court check and get paid for the straight eight (8) hour shift, provided the employee was scheduled to work during such Court time. In the event the employee's services were not necessary the full shift, the employee will be expected to return to duty.

ARTICLE 16
OVERTIME

16.1: A regular work week is five (5) eight-hour days which need not be consecutive. Time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in a regular work week provided the time falls between the Sunday through Saturday pay period, and provided such overtime hours are authorized by the Director or his/her designee.

16.2: Overtime Procedure. When overtime is approved by the Employer, the following steps shall be utilized.

Step 1: Part-time people who have not worked 40 hours that week shall be called first.

Step 2: On-duty persons shall be offered four (4) hours by seniority.

Senior person
Junior person

Step 3: Persons coming in shall be offered four (4) hours by seniority.

Senior person
Junior person

Step 4: Persons on pass shall be offered eight (8) hours overtime by seniority.

Senior person
Junior person
Least junior person

Step 5: Mandatory order of four (4) hour increments of overtime shall be made to:

Junior person on duty
Junior person coming in

If in Step 3 you are able to contact one of these two persons and they refuse, advise them that they will have to come until they are called back and relieved of the assignment. Then continue to proceed down the steps.

16.3: Call-In Pay. When employees are called in to work by the Director not incidental to their shift, they shall be guaranteed a minimum of two (2) hours work at time and one half (1 1/2) their regular rate of pay.

ARTICLE 17
INJURIES/EQUIPMENT

17.1: All injuries to employees during employment, and damage to private or the Employer's property shall be immediately reported and shown to the Employer as soon as such damage is ascertained. Private items damaged by accident and not negligence, will be replaced at the discretion of the Employer based on written replacement estimates.

ARTICLE 18
UNIFORMS

18.1: Uniforms and Equipment. At such time as an employee who is required to wear a uniform is hired, the Employer shall furnish the employee with initial uniforms and such additional equipment as the Employer deems necessary for performance of the employee's work. When necessary, uniform alterations will be made and costs incurred will be covered by the Employer.

18.2: Uniform Cleaning Allowance. The Employer shall pay two hundred dollars (\$200.00) per calendar year for uniform maintenance to each employee required to wear a uniform. Uniform cleaning allowances shall be paid in full to those employees actively employed on the date of ratification of this agreement. This uniform allowance shall also be paid after the first pay period in the fiscal year. In the event an employee is terminated, the uniform allowance will be prorated and paid back to the Employer.

ARTICLE 19
HOLIDAYS

19.1: All employees covered by this Agreement who qualify, as defined in the next section, shall receive holiday pay at their straight-time hourly rate for each of the holidays designated in this Article.

19.2: In order to qualify for holiday pay, the employee must have worked his/her scheduled workday prior to day of, and day following the holiday. Failure to comply will result in loss of holiday pay.

19.3: The following shall be holidays under this Agreement:

New Year's Day	President's Day
Easter	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Friday after Thanksgiving Day
Christmas Day	Day before Christmas
Employee's Birthday	

(When an employee's birthday and a holiday fall on the same day, the employee shall be granted another day off during the same pay period.)

A. Effective January 1, 1999, the Employer will designate, by name, an additional holiday.

19.4: Employees who work on any of the above named holidays shall receive the holiday pay provided in the first section of this Article plus their regular straight-time hourly rate for all hours worked on that holiday.

19.5: Compensatory Time. Request of 30 days prior to each paid holiday, each dispatcher shall advise the Director, in writing, of his/her intent to take compensatory time off in lieu of holiday pay for any holiday. The compensatory time off shall be taken on the first Thursday preceding the time the dispatcher is scheduled for a four day weekend off (Friday, Saturday, Sunday and Monday off) and following the holiday he/she elected compensatory time in lieu of payment. Use of compensatory time shall not cause overtime.

ARTICLE 20

MEDICAL-DENTAL-LIFE-LIABILITY INSURANCE

- 20.1:
- A. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and their eligible dependents under the plan currently adopted by the Employer.
 - B. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and their eligible dependents during an employee's absence on paid sick leave.

- C. The Employer agrees to pay the full premium for the employee and their eligible dependents for the \$10.00 co-payment prescription drug program.
- D. The Employer agrees to pay the full premium for the employee and eligible dependents for the insurance presently available to employees.
- E. The Employer reserves the right to change the insurance carrier at any time provided the change does not reduce the benefits.
- F. Employees who are scheduled to work twenty-four (24) hours or less per week shall not be entitled to health insurance or fringe benefits as defined in this contract. Fringe benefits are to mean health, life, dental insurances and paid prescription programs.
- G. Effective as soon as coverage can be implemented, the Employer agrees to pay the full premium for the employee and eligible dependents for a 50-50-50 with \$800 MBL dental program.
- H. All insurance coverages agreed to by the parties shall begin on the first (1st) day of the following month if their employment date began prior to the 15th day of the previous month. If employment began after the 15th, the new employee's coverage begins on the first (1st) day following the next full month. The employee must be actively at work during this waiting period to remain eligible. In the case of an extended period of sickness, an employee will remain on the County's insurance plans for a period of one year after sick days and vacation days have been exhausted. In the case of layoff, all insurance coverage will be terminated at the end of the month in which the employee was laid off. In the case of resignation, termination or discharge from employment, all insurance shall be terminated on the effective date of such resignation, termination or discharge. Insurance coverage for employees on worker's compensation shall continue for one year from the last day of actual work. Employees returning to work in any of the cases listed above must comply with the minimum hours per week provision, regardless of hire date, as set forth in Section 20.1(F) to retain and/or regain fringe benefits. All part-time employees that have in excess of thirty (30) days of

continuous employment shall be eligible for full-time fringe benefits on the day they become full-time employees.

I. Health Insurance Cost Containment Provisions.
Effective January 1, 1992, the County will implement the following changes to the employee health plan:

1. Increase paid prescriptions from \$5.00/\$0.00 to \$10.00/\$0.00.
2. Change the major medical co-payment from 90/10 to 80/20; co-insurance limit remains at \$1,000.00.
3. Add a \$100.00 deductible to the hospital expense benefit.
4. Add a voluntary Preferred Provider of Michigan Network to the Plan.
5. Add pre-existing conditions language to the Plan. The pre-existing conditions language shall read as follows:

PRE-EXISTING CONDITIONS: No benefits are payable for expenses incurred due to an injury or sickness or any related conditions for which advice or treatment was received within three (3) months prior to the date a person becomes a covered person until expiration of the earliest of:

- a. A period of three (3) consecutive months ending on or after the effective date of the person's coverage during which time the covered person did not incur any expenses, received no medical treatment or services, including prescribed drugs or medicines, in connection with such injury, sickness or related conditions.
- b. A period of six (6) consecutive months during which time the covered person has been continuously covered and actively at work and has been treatment free.
- c. A period of twelve (12) consecutive months during which time the covered

person was continuously covered, except if at the end of such period such person is:

1. Not actively at work in the case of an employee, or
2. Confined to a hospital or any other medical facility in the case of a dependent, then such period shall be extended until such employee returns to active work or such dependent is not confined to a hospital or any other medical facility.

Exception to the Pre-Existing Condition:

The exclusion of coverage due to the above pre-existing conditions provision of this Plan shall be modified to the following extent for those persons covered on the effective date of this Plan and covered on the immediately preceding day under the policy this Plan replaced, whether such policy replaced was written by an insurer or under a similar but not insured plan.

- a. If the covered person incurs expenses which would be eligible for the payment hereunder, except for the pre-existing conditions provision, and such expense would have been eligible for payment under the policy replaced, had that policy been continued in force rather than replaced by this Plan, the Plan agrees to pay the lesser of the amount thus payable for such expenses under
 1. The policy replaced, and
 2. The Plan disregarding the pre-existing condition provision.
- b. In no event shall the total amount payable hereunder, because of this exception, exceed the maximum amounts payable under this Plan if the pre-existing conditions provision were not present.

- c. No item of expense incurred before the effective date of this Plan.

20.2: It shall be the responsibility of the employee to notify the Employer of all changes in their personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Administrative Assistant within thirty (30) days of the event.

20.3: Legal Representation For Employees and Police Professional Liability Insurance. The 911 Board shall provide, at its own expense, such legal assistance as shall be required or needed by an employee as the result of acts occurring when and while said employee was in good faith performance of his/her duties and responsibilities.

The 911 Board shall further keep in effect and maintain a liability policy insuring each employee in the amount of not less than is presently being carried for any claim, suits, and/or judgments against the employee and occasioned by the employee's employment. In the event the 911 Board shall fail to maintain such a policy, the 911 Board shall agree to assume and pay any claims, suits, or judgments rendered against the employee which arise out of his/her employment.

20.4: Life Insurance. The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$10,000, while employed.

ARTICLE 21
VACATIONS

- 21.1: A. All employees during their first year of employment shall earn vacation using their date of hire. After completing one (1) year, all employees shall, during each calendar year, accrue vacation benefits which shall be used for vacation during the next succeeding calendar year. All employees who, in the calendar year, progress to the next vacation accrual level (i.e., complete five (5) years or ten (10) years of continuous service), shall receive an additional five (5) paid vacation days accrued on their anniversary date of hire. To be entitled to the vacation benefits provided in paragraph (B) hereof, an employee must have worked at least sixty percent (60%) of the employee(s) annual hours during the calendar year in which such benefits accrued. Employees who work less than the sixty percent (60%) during such accrual year shall

receive benefits equal to the product of the ratio of actual hours worked and 60 percent of the employee's annual hours, and the vacation days provided in paragraph (C) hereof. Holidays, paid sick leave days and vacation days shall be deemed days worked for purposes of this section.

- B. Subject to subparagraph A hereof, employees shall receive ten (10) paid vacation days after one (1) year of continuous employment; fifteen (15) paid vacation days after five (5) years of continuous employment; and twenty (20) paid vacation days after ten (10) years of continuous employment. One vacation day's pay shall equal the product of the employee's regularly scheduled hours of work and the employee's straight-time hourly rate.

Notwithstanding subparagraph B above, an employee, in order to receive the maximum vacation day accrual for the first year of employment must have worked at least sixty percent (60%) of the employee's annual hours during his/her first year of employment. If the employee has worked less than sixty percent (60%) of the employee's annual hours, the first year's vacation shall be prorated as provided in paragraph A hereof.

- C. Employees must take vacation time during the calendar year succeeding the calendar year in which such vacation accrued. Vacation time not taken shall not accumulate and the employee shall not be paid for such days. A minimum of thirty (30) days shall elapse between vacations taken in successive calendar years, unless otherwise approved by the employee's immediate supervisor.
- D. Vacations shall be taken in a minimum period of one week each, which shall be construed to be five (5) working days, unless the employee requesting the vacation is entitled to less than one week's vacation or other arrangements have been made, in advance with the Department Head.
- E. Employees will select their regularly scheduled winter and summer vacations by seniority between January 1 to 31 of each year, provided a one (1) year schedule has been posted and maintained. The unused vacation days will be awarded on a first-come, first-serve basis and shall be scheduled by giving the Director at least fifteen (15) days

advance written notice. Employees may change or cancel vacations by giving the Director at least fifteen (15) days advance written notice. No two vacations can be scheduled at the same time.

- F. Employees who retire or who quit shall be entitled to payment at their straight-time hourly rate for accrued but unused vacation days. If an employee dies, the Employer shall pay to the spouse or that person or persons the employee designates as the next of kin, accrued but unused vacation pay. This section shall also apply to employees who are laid off.

21.2: Vacation Period.

- A. When a holiday is observed by the Employer during a scheduled vacation, the vacationing employee will receive an extra day's pay, or the vacation will be extended one day, at the employee's choice.
- B. A vacation may not be waived by an employee and extra pay received for work during that period. Vacation time not taken shall not accumulate.
- C. If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her unused vacation days will be rescheduled at a later date.

ARTICLE 22
SICK LEAVE

22.1: Accumulated Sick Days: Upon ratification of this contract employees, at their option, shall be either paid in full, put into a bank to use to supplement S/A or worker's compensation, or rolled over into a deferred compensation program, for accumulated sick days on the books from their date of hire through December 31, 1997.

- A. Effective January 1, 1998, or as soon as can be implemented, the Employer will implement a short-term disability policy for non-duty illness and injury. All full-time employees shall be eligible for sickness and accident insurance coverage in an amount equal to seventy percent (70%) of their normal gross weekly wage, based upon forty (40) hours of work per week at straight time. These benefits shall be payable from the first day of

disability due to accidental bodily injury or hospitalization, or the seventh day of disability due to sickness, for a period not to exceed twenty-six (26) weeks per occurrence.

As soon as the short-term disability sick and accident insurance program is implemented, eligible employees will receive six (6) personal days annually during the calendar year. These days shall not accumulate. No employee shall duplicate or pyramid paid personal leave and sick and accident insurance benefits.

- B. In all cases of absence due to illness, the employee shall notify the Director, or in his absence, the on duty dispatcher at least one (1) hour before the start of his/her scheduled shift. In the event the absence is three (3) days or more, the immediate supervisor may require a doctor's certificate before the employee returns to work. The immediate supervisor may also require a doctor's release to return to work. The Employer may require a doctor's slip upon return for absences of less than three (3) days when the Employer reasonably believes the employee is abusing their sick time. Abuse may include established patterns of use.
- C. During the period an employee is off work on compensated sick leave, the Employer will continue to pay the employee's cost of hospitalization insurance, benefits will continue to accrue according to contract provisions.
- D. Sick leave benefits will not be payable for a period during which the employee is receiving benefits under the Michigan Worker's Compensation Act.
- E. Paid Personal Leave. It is agreed that employees shall be granted paid personal leave under the following conditions and guidelines.
 - 1. On January 1st of each year, employees shall be credited with six (6) paid personal days per year.
 - 2. Each day of personal leave credit shall equal one shift of pay at the employee's straight

time wage, when personal leave is taken in the minimum of four (4) hours.

3. One employee per day, on a first-come, first-serve basis, will be entitled to utilize personal leave. Employees will endeavor to give the Employer as much advance notice of use as possible, but not less than 48 hours unless sick or an emergency. A minimum of one hour notice shall be given if sick or an emergency.
4. On the first pay in January, the Employer will pay 100% of unused personal leave at the most current December 31st base pay rate, a maximum of six (6) unused personal days.
5. No accumulation of personal leave days from year to year shall be allowed or paid upon termination.

ARTICLE 23
FUNERAL LEAVE

- 23.1: A. Upon the death of any member of the immediate family, as hereinafter defined, of any employee, such employee shall be entitled to three (3) days off with pay, provided, that such three (3) days shall be consecutive and include the day of the funeral. If the funeral is outside the State of Michigan, the employee shall be entitled to five (5) days off with pay, provided that the five (5) days shall be consecutive and shall include the day of the funeral. Immediate family is defined as spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, member of the employee's household, grandchild or grandparents, or step-child.
- B. Employees will be granted the day of the funeral, with pay, in the event of the death of a brother-in-law or sister-in-law.

ARTICLE 24
WAGES

- 24.1: Employees shall be paid bi-weekly on the same day as the employees of the Manistee County Courthouse.

24.2: The following schedule of wage rates shall be paid based on 2080 hours of work per year. Any wage increases shall be paid retroactively to those employees actively employed on the date of ratification of this Agreement.

Pursuant to Article 24, Wages, the wage increase for January 1, 1997 shall be 2% across all steps and classifications. The salary schedule shall be as follows:

January 1, 1997

A.	1-12 months	7.94/hr
B.	After one (1) year	8.73/hr
C.	After two (2) years	9.65/hr
D.	After three (3) years	10.19/hr
E.	After four (4) years	10.45/hr
F.	After five (5) years	10.73/hr

Pursuant to Article 24, Wages, the wage increase for January 1, 1998 shall be 3% across all steps and classifications. The salary scheduled shall be as follows:

January 1, 1998

A.	1-12 months	8.18/hr
B.	After one (1) year	8.99/hr
C.	After two (2) years	9.94/hr
D.	After three (3) years	10.50/hr
E.	After four (4) years	10.76/hr
F.	After five (5) years	11.05/hr

Pursuant to Article 24, Wages, the wage increase for January 1, 1999 shall be 4% across all steps and classifications. The salary scheduled shall be as follows:

January 1, 1999

A.	1-12 months	8.51/hr
B.	After one (1) year	9.35/hr
C.	After two (2) years	10.34/hr
D.	After three (3) years	10.92/hr
E.	After four (4) years	11.19/hr
F.	After five (5) years	11.49/hr

ARTICLE 25
PENSION

- 25.1:
- A. The pension provisions now in effect for employees covered by this Agreement shall be continued. Effective January 1, 1984, the employer will assume all of the employee contributions to the pension program. Effective January 1, 1992, an eight (8) year vesting period shall be added to the Plan (V-8). Effective as soon as can be implemented, the Employer will provide all eligible employees the annual MERS Benefit B-2 (2%), FAC-5 (final average compensation, which is the highest five consecutive years of full-time service), V-8 (vested in eight years).
 - B. For the purpose of this Article, the employee must work at least ten (10) four (4) hour days per calendar month to qualify for pension benefits.
 - C. A participating municipality may exclude temporary employees from membership in the retirement system.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

POLICE OFFICERS ASSOCIATION
MICHIGAN:

MANISTEE COUNTY 911 AUTHORITY

Patrick J. Spidell 7.10.97
Patrick J. Spidell
Business Agent

7/23/97
Lt. Brian Postma
State Police

MANISTEE COUNTY 911 DISPATCH
ASSOCIATION:

Robert Hornkohl
Chief Robert Hornkohl

Rhonda Dafoe
Rhonda Dafoe
President

Janice Gaylinski
Janice Gaylinski
911 Authority

Julie A. Zajac
Julie Zajac

Wayne Beldo 7/24/97
Wayne Beldo
911 Authority Board

Grant E. Groenwald
Grant Groenwald

James Boomer 7-18-97
James Boomer
911 Director

Laura Danks
Laura Danks

LETTER OF UNDERSTANDING

A. Section Cafeteria Plan:

During the contract period, the County will continue to provide each employee within the bargaining unit the funds necessary to purchase the following core benefits:

- A. Current Health Plan benefit.
- B. Current Dental benefit.
- C. Current Life Insurance benefit.
- D. Current Retirement Plan.
- E. Short-term Disability Insurance.

In addition to these benefits, as soon as possible the County will implement a Section 125 Cafeteria Benefit Plan which will allow the employee choices of additional and/or reduced benefits through a pre-tax payroll deduction. These benefits can include, but are not limited to, the following:

- A. Additional Health Insurance Plans.
- B. Medical Reimbursement Accounts.
- C. Monitored Wellness Program.
- D. Additional Dental Insurance Plans.
- E. Vision Coverage.
- F. Increased Term Life Insurance Options.
- G. Long-term Disability.
- H. Dread Disease Coverage.
- I. Dependent Care Assistance.
- J. Cash Alternatives.
- K. Other.

These products will provide employees with the benefit of purchasing products which best fit your family needs, at the best price that can be negotiated on the employees' behalf with insurance carriers and with most advantageous tax considerations. This will allow employees to gain more spendable income by using payroll dollars before taxes and by purchasing coverage at a group price.

- B. Effective June 1, 1997, change the Dependent Childrens coverage language as indicated below:

Effective June 1, 1997, the Employee Health Benefit Plan Document for Manistee County shall be amended in regards to an Employee's dependent children as follows:

An Employee's dependent children are eligible for coverage under the Employee Health Benefit Plan until the end of the year in which they turn age 19.

In order for a dependent child to be eligible for coverage between the ages of 19 and 25, they must meet all of the following requirements:

1. Unmarried.
2. Dependent of the Employee for more than half of his/her support.
3. A member of the Employee's household.
4. Related by blood to the Employee, marriage or adoption.
5. A full time student for at least five months of the year or had a gross income of less than four times the personal exemption amount identified by the Internal Revenue Service. (For 1994, the basic personal exemption amount was \$2,540.00).

- C. Effective June 1, 1997, change #1 of the "Becoming Eligible" clause in the 30 day waiting period language for new employees as indicated below:

New Employees are eligible for coverage on the 1st day of the following month if their employment date began prior to the 15th of the previous month. If employment began after the 15th, the new Employer's coverage begins on the 1st day following the next full month. The employee must be actively at work during this waiting period to remain eligible.

- D. Effective June 1, 1997, change the "Medically Necessary" language as indicated below.

Effective June 1, 1997, the language shall be changed to add more information regarding Medically Necessary that appears in the Definition Section of the Plan Document. It shall read as follows:

Medically Necessary

Medically Necessary means that a service, medicine or supply is necessary and appropriate for the diagnosis or active treatment of an illness or injury based on generally accepted current medical practice.

To be Medically Necessary, Covered Expenses must be:

- rendered in connection with injury or illness;
- consistent with the diagnosis/treatment of the condition;
- in accordance with standards of good medical practice, and

- provided at the most appropriate level of care or in the most appropriate level of care or in the most appropriate type of health care facility. Only the participant's medical condition is considered in determining which level of care or type of health care is appropriate. Medically Necessary is the criteria by which the Plan determines the necessity of medical service and treatment under the Plan.

A service, medicine or supply will not be considered Medically Necessary if:

- it is provided only as convenience;
- it not appropriate treatment for the diagnosis;
- it exceeds, in scope and duration or intensity, that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment;
- it is part of a plan of treatment which is considered Investigative, Experimental or for research purposes; and
- it involves the use of a drug or substance not formally approved by the U.S. Food and Drug Administration, even if approval is not required.

The fact that a physician may prescribe, order, recommend or approve a service or supply does not, by itself, make the service or supply Medically Necessary.

POLICE OFFICERS ASSOCIATION
MICHIGAN:

Patrick J. Spidell
Patrick J. Spidell
Business Agent

Dated: 7.10.97

MANISTEE COUNTY 911 DIRECTOR

James Boomer 7-18-97
James Boomer

Dated: 7-18-97

MANISTEE COUNTY 911 CENTRAL
DISPATCH AUTHORITY:

Rhonda Dafoe
Rhonda Dafoe
President

Dated: 7-17-97

MANISTEE COUNTY
911 CHAIRPERSON

Robert C. Hornkohl 7-23-97
Robert Hornkohl
Chief

Dated: 7-23-97