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AGREEMENT

BETWEEN

MUSKEGON CENTRAL DISPATCH

AND

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

AUGUST 19, 1998 THROUGH DECEMBER 31, 2001

Pam's

Muskegon Central Dispatch



TABLE OF CONTENTS

| | |
|--|----|
| ARTICLE I | |
| RECOGNITION, UNION SECURITY AND DUES | 1 |
| ARTICLE II | |
| MANAGEMENT PREROGATIVES | 5 |
| ARTICLE III | |
| LIMITATIONS OF AUTHORITY AND LIABILITY | 5 |
| ARTICLE IV | |
| EXTRA CONTRACT AGREEMENTS | 6 |
| ARTICLE V | |
| VACATIONS | 6 |
| ARTICLE VI | |
| SICK LEAVE | 9 |
| ARTICLE VII | |
| SPECIAL LEAVE - BEREAVEMENT | 12 |
| ARTICLE VIII | |
| PERSONAL LEAVE | 13 |
| ARTICLE IX | |
| JURY DUTY | 14 |
| ARTICLE X | |
| GRIEVANCES | 15 |
| ARTICLE XI | |
| HOURS OF WORK | 18 |
| ARTICLE XII | |
| HOLIDAY PAY | 26 |
| ARTICLE XIII | |
| LONGEVITY PAY | 28 |
| ARTICLE XIV | |
| INSURANCE BENEFITS | 28 |

| | |
|---|----|
| ARTICLE XV | |
| RETIREMENT PLAN | 31 |
| ARTICLE XVI | |
| WAGES | 31 |
| ARTICLE XVII | |
| LOSS OR DAMAGE | 31 |
| ARTICLE XVIII | |
| WORKER'S COMPENSATION | 32 |
| ARTICLE XIX | |
| SEPARABILITY AND SAVINGS CLAUSE | 32 |
| ARTICLE XX | |
| SEVERANCE PAY | 32 |
| ARTICLE XXI | |
| SENIORITY | 33 |
| ARTICLE XXII | |
| COURT TIME | 37 |
| ARTICLE XXIII | |
| CALL-IN TIME | 37 |
| ARTICLE XXIV | |
| CHANGE OF SHIFT | 37 |
| ARTICLE XXV | |
| TERMINATION OF AGREEMENT | 37 |

A G R E E M E N T

THIS AGREEMENT, made and entered into as of _____ by and between MUSKEGON CENTRAL DISPATCH, party of the first part, hereinafter termed "Employer", and GOVERNMENTAL EMPLOYEES LABOR COUNCIL, party of the second part, hereinafter called the "Union."

ARTICLE I

RECOGNITION, UNION SECURITY AND DUES

Section 1.1 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of all classifications of regular full-time and regular part-time employees of the Central Dispatch listed in Schedule "A", attached hereto, and made a part hereof, but excluding Supervisors and casual part-time employees.

(a) Regular part-time employees are defined as those who are hired and assigned to work on a regular schedule of less than thirty-two (32) hours per week and they shall not be eligible for any fringe benefits, such as vacations, holidays, insurance, sick pay, personal days, etc. Part-time employees in training or assigned to special projects may be scheduled to work more than thirty-two (32) hours per week.

At such time as the authorized level of telecommunicators is reduced on a permanent basis below fifteen (15), then regular part-time employees will be removed from the active payroll pursuant to the contract.

(b) Casual, part-time employees are defined as persons who are called in to work on an as needed basis to fill in for temporary absences. Any such

employee who works in excess of twenty-four (24) hours in any calendar month will be required to pay a service fee for that month equal to the amount charged to any regular employee for that same month.

Section 1.2 Union Security - Agency Shop.

(a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs 1 and 2 of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(d) Any employee who chooses not to become a member of the Union shall, as a condition of employment, thirty-one (31) days from his/her date of hire, or thirty-one (31) days from the effective date of this Agreement, whichever is later, be required to pay to the Union, a representation fee to be established by the Union in accordance with applicable law (P.A. 390), and certified to the Employer by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues, and for such months thereafter, in an amount equal to the regular and usual monthly dues.

Section 1.3 Deduction of Dues. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of the Union, provided, however, that the Union presents to the Employer, authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the Dispatch by the Secretary-Treasurer of the Union.

(b) Monthly agency fees, union dues and initiation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

Section 1.4 Save-Harmless Clause. The Union agrees that in the event of litigation against the Central Dispatch, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Dispatch, its agents or employees for any monetary award arising out of such litigation.

Section 1.5 Each employee shall upon appointment be required to successfully complete a twelve (12) month probationary period. A probationary employee may receive a step increase after completion of six (6) months of service under Appendix A. Successful completion of this period is designated by the written approval of the Central Dispatch Administrator. The twelve (12) months' period may be extended by the written mutual consent of the employee and the employer. In the event of such extension, the twelve (12) month step increase in pay shall be withheld until such time as the employee is granted permanent status.

Section 1.6 The Union shall represent all permanent and probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of work and other conditions of employment set forth in this Agreement.

During this probationary period, the employee may be disciplined or discharged without recourse to the grievance procedure provided that the Employer shall not discipline or discharge an employee for the purpose of evading the terms of this Agreement or for the purpose of discriminating against the employee because of his Union affiliation.

ARTICLE II

MANAGEMENT PREROGATIVES

Section 2.1 It is recognized that, except as expressly stated elsewhere in this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assist and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations.

ARTICLE III

LIMITATIONS OF AUTHORITY AND LIABILITY

Section 3.1 No employee, Union member or agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever.

Section 3.2 Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in this Agreement may be disciplined up to and including discharge.

ARTICLE IV

EXTRA CONTRACT AGREEMENTS

Section 4.1 The Employer agrees that it will not enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees or individual employees, or, which may in any way be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE V

VACATIONS

Section 5.1

(a) Each employee with six (6) months or more of continuous service since date of last hire shall earn one (1) working day per month of annual paid vacation at their regular rate of pay.

(b) Each employee with five (5) years of continuous service since date of last hire shall earn one and one-fourth (1-1/4) working days per month of annual paid vacation at the employee's regular rate of pay.

(c) Each employee with fifteen (15) years of continuous service since date of last hire shall earn one and two-thirds (1-2/3) working days per month (equal to 20 days per year) of annual paid vacation at the employee's rate of pay.

(d) Any full calendar month in which an employee is off on layoff or unpaid leave of absence shall not be counted for vacation credit. Any full calendar month following the sixth consecutive calendar month in which an employee is off on paid sick leave or worker's compensation leave shall not be counted for vacation credit.

Section 5.2

(a) Employees may elect to take either a split or complete vacation. Vacations are subject to departmental personnel complement required to effectively staff Central Dispatch. In all cases, approval of the Employer is necessary in scheduling vacations. Vacation bids will be offered biannually in conjunction with two (2) six-month cycles. The two cycles will cover the following periods: May 1 through October; and November 1 through April 30.

(b) For the purpose of the bidding process, biddings will be conducted on or about the 15th of the month preceding the beginning of the next cycle (April 15 and October 15). Employees shall make vacation request on these dates

by seniority. No more than two (2) employees, from different shifts, may be granted vacation time in any twenty-four (24) hour period.

The bidding process shall be conducted by the Director or his designated representative.

Employees requesting individual day vacation shall request such leave in writing five (5) work (Monday through Friday) days in advance whenever possible.

Vacation requests made after the biannual bid shall be granted on a first-come, first-serve priority basis.

All other vacation requests should be made twenty (20) days in advance whenever possible. Employees are encouraged whenever possible to submit the requests two (2) days prior to the 20th of the preceding month.

The Employer shall respond to all vacation requests within three (3) days whenever possible.

Employees shall take a minimum of one (1) week vacation in a five (5) day block within a calendar year. All other vacation accumulation may be taken as in the past.

Section 5.3 Any employee who has completed his probationary period who terminates employment shall be paid for his accumulated vacation days at the rate of pay currently received by said employee.

Section 5.4 No employee shall be entitled to any vacation, or pay thereof, until he has been on the payroll for a continuous period of at least six (6) months. Vacation days shall be

earned during the first six (6) months of employment in the manner provided in Section 1 of this Article.

Section 5.5 For the purpose of these regulations, a calendar year vacation period shall be considered as follows:

- (a) Period used in determining vacations will be that starting January 1 and ending December 31.
- (b) Employees will be allowed to carry fifteen (15) vacation days over into the next calendar year, with a maximum accumulation of thirty (30) days.
- (c) Vacation with pay will not be granted before vacation time has been earned.

Section 5.6 If a properly scheduled vacation must be canceled by the Employer, the employee shall be paid his normal hourly rate for the lost vacation time and, in addition, shall be paid his normal hourly rate for the actual time worked. However, upon the request of the employee, the Employer may grant that the vacation be rescheduled either the same calendar year or the following year.

ARTICLE VI

SICK LEAVE

Section 6.1

(a) All employees with six (6) months or more of continuous service since date of last hire shall earn one (1) working day per month of sick leave at their regular rate of pay.

(b) Employees with six (6) months or more of continuous service since date of last hire shall have the right to accumulate unused sick leave up to one hundred twenty (120) days.

After an employee has accumulated one hundred twenty (120) days of accrued unused sick leave, then all additional accruals shall be paid annually at the rate of fifty percent (50%) of such accrual in excess of one hundred twenty (120) days. Payments shall be made to the employee's deferred compensation account. All payments due under this section shall be paid annually on or before January 31 of the calendar year next succeeding the accrual.

(c) Upon termination and after completing at least one (1) continuous full year of employment and upon fourteen (14) days' advance written notice to the Employer, accumulated and unused sick leave shall be compensated for on the basis of one-half (1/2) of accumulated sick leave and paid at the employee's current rate of pay.

(d) Any full calendar month in which an employee is off on layoff or unpaid leave of absence shall not be counted for sick leave credit. Any full calendar month following the sixth consecutive calendar month in which an employee is off on paid sick leave or worker's compensation leave shall not be counted for sick leave credit.

Section 6.2 An equivalent amount of sick leave shall be canceled for each period of time an employee is off sick during a normal work week.

Section 6.3

(a) Sick leave may be taken after six (6) months of employment and successful completion of the probationary period for the following reasons:

(1) Any illnesses an employee may contract or any exposure to contagious disease he may experience in which the health of others may be endangered by his attendance at duty, or a critical illness to spouse or child.

(2) Any non-duty connected disability an employee may sustain, except for an injury that may be sustained while being in the employ of another employer during the employee's day off duty time when such injury is covered by worker's compensation.

Section 6.4 Medical evidence satisfactory to the Employer will be required as proof of an employee illness or injury or family illness as outlined in Section 6.3 that prevented his attendance at work and pursuant to the Employer's Work Rules. Such evidence may be in the form of a doctor's signed slip, statement of illness, treatment or invoice as may be required by the Employer.

If an employee becomes ill while on vacation, the use of sick leave shall be granted only if written proof from a doctor is submitted describing the illness, the length of incapacity and further evidenced by a receipted bill for services of the attending physician. The employee shall return to work on the originally scheduled return date unless that date is changed by the Employer.

If any absence, by reason of illness or injury, whether or not it is a paid sick leave, is for three (3) consecutive work days or more or is on a day immediately before or after a scheduled day off (including vacation and personal day), such evidence of illness or injury may be requested and shall be furnished when requested immediately upon return to work.

Section 6.5 In the event an employee has a serious illness and has used up all his accumulated sick leave and vacation leave, the employee may request the Employer to extend the sick leave with pay. The Employer may grant an extension of sick leave, but the denial of a sick leave extension shall not be subject to the grievance procedure.

Section 6.6 It shall be the obligation of the employee who is absent by reason of such illness or injury to report the absence and the cause to Employer no less than one (1) hour prior to the employee's shift. Medical verification must be provided within three (3) work days of the date of return to work.

ARTICLE VII

SPECIAL LEAVE - BEREAVEMENT

Section 7.1 Regular full-time employees, upon written request, will be granted up to three (3) days leave with no loss of regular wages to attend the funeral of his or her spouse, child, step-child, parent, step-parent, sister, brother, grandparent, grandchildren, mother-in-law, father-in-law, or corresponding in-laws, or anyone who raised the employee from childhood; and up to one (1) day such leave for military funeral in which such employee is an official participant. In addition, employees shall be granted two (2) additional days funeral leave for funerals 300 miles or more from the Muskegon Central Dispatch, not deducted from any other

benefits. Written proof of relationship, death and/or location of the funeral may be required by the Employer prior to final approval of such leave.

The days referred to above must be consecutive, scheduled workdays. One of the days must be the day of the funeral, unless the funeral falls on a regularly-scheduled day off. In that case, the funeral leave days must be adjacent to the scheduled days off.

ARTICLE VIII

PERSONAL LEAVE

Section 8.1

(a) All employees of the bargaining unit shall receive three (3) personal leave days per year. Employees shall request personal leave time twenty-four (24) hours in advance of the time requested whenever possible.

(b) The Employer will approve personal leave time subject to the operational requirements of the Department. In any case, personal leave time may not be taken on a recognized holiday. The Employer's decision will not be arbitrary or capricious.

Section 8.2 Maternity Leave. Maternity leave shall be treated as any other form of disability leave contained in this Agreement.

Section 8.3 Personal Leaves of Absence. Upon written request, an employee may be granted an unpaid leave of absence not to exceed twelve (12) months. Such leaves shall be limited to the twelve (12) month period but may be extended by the Employer. If an employee

fails to return to work at the specified time, the employee shall be considered a voluntary quit, providing other arrangements are not made, in writing, with the Employer. If an employee chooses to return to work prior to the end of the designated leave period, he or she shall notify the Employer of his or her intent to return to work and shall then be offered the first opening which may occur within his or her classification. If the opening is not accepted by the employee, he or she shall be considered a voluntary quit.

ARTICLE IX

JURY DUTY

Section 9.1 Employees on jury duty shall be paid by the Employer in an amount equal to the difference between the amount of wages the employee would have earned by working during straight-time hours for the Employer on that day and the daily jury fee paid by the courts. This will not include traveling allowances or reimbursements of expenses, for each day on which he reports for or performs jury duty on which he otherwise would have been scheduled for work for the Employer. Jury duty will not be charged against the employee's annual leave or sick leave. An employee on a jury panel shall return to work for the balance of the day when he is excused by the court from further attendance.

ARTICLE X
GRIEVANCES

Section 10.1 The Union shall be entitled to form a Grievance and Negotiation Committee consisting of three (3) Telecommunicators; the Business Representative and any other Union personnel.

Section 10.2 Meetings of the Grievance Committee may be called at reasonable intervals by the Committee Members and may be called at reasonable times by the Employer or his designee. However, no more than one (1) hour may be spent by any member at any given step of the given grievance procedure without the approval of the Central Dispatch Director. The members of the Grievance and Negotiation Committee shall be compensated at their normal rate of pay for all regularly scheduled working time expended in adjusting grievances or in contract negotiations.

Section 10.3 A "grievance" as used in this Agreement is limited to a complaint which involves the interpretation, application of, or compliance with the provisions of this Agreement.

STEP 1. An attempt shall be made to adjust grievances on an informal basis between the employee and, if he desires, his designated representative, and the Assistant Director within five (5) calendar days of the incident causing the grievance, or within five (5) calendar days of when the employee should have known of the occurrence of the grievance.

STEP 2. If the grievance is not adjusted to the satisfaction of the employee involved within five (5) calendar days following the presentation at Step

1, the grievance shall be submitted, in writing, by the employee and/or his designated representative to the Employer within the next seven (7) days. All written grievances must be signed by the employee. The Employer or his designates, shall meet with the employee and/or his representative within ten (10) calendar days of receipt of the written grievance. The Employer shall, within seven (7) calendar days of that meeting, submit a written answer to the employee. Failure of either party to comply with any of the above outlined procedures, unless by mutual written consent, shall constitute acceptance of the other party's position.

STEP 3. If the grievance is not satisfactorily settled at Step 2, the employee and/or the designated representative shall have the right to submit the matter, in writing, to the Board of Directors within ten (10) calendar days following receipt of the answer to Step 2. Designated Representatives of the Board of Directors shall arrange a meeting with the employee and/or the designated representative to hear both sides of the issue within twenty-one (21) calendar days of the receipt of the grievance. Such Board designated representatives shall issue a written statement regarding its decision on the grievance, within twenty (20) days of the hearing.

STEP 4. If the grievance has not been settled in the last step, the Union may submit such grievance to arbitration provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters

submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service. The arbitrator shall be selected from a list of seven (7) arbitrators by each party striking a name until only one name is left. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expense of its own witnesses.

Section 10.4

(a) The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, provided that the employee consents. The examination of such records shall be at reasonable times at the place where the records are regularly kept unless the parties agree otherwise.

(b) Either party shall have the right to request the appearance of specific individuals at any formal grievance meeting for the purpose of presenting information in regard to the grievance.

Section 10.5 The time limits set forth in this Article shall be strictly adhered to.

Extensions of the time limits may be granted only upon mutual consent of the parties.

ARTICLE XI
HOURS OF WORK

Section 11.1

(a) The normal work week shall consist of a five (5) day, forty (40) hour week. The normal workday shall consist of eight (8) consecutive hours in any twenty-four (24) hour period, unless mutually agreed upon between the Employer and the Union. Straight time shall be paid for the first eight (8) continuous hours in a twenty-four (24) hour period beginning with the employee's regular starting time.

(b) During the life of this Agreement unless otherwise changed by the procedure set forth in Paragraph (c)(ii) below, the shift hours for the scheduling of employees is as follows:

| | |
|-------------|---------------------------|
| Shift One | 7:00 a.m. to 3:00 p.m. |
| Shift Two | 11:00 a.m. to 7:00 p.m. * |
| Shift Three | 3:00 p.m. to 11:00 p.m. |
| Shift Four | 7:00 p.m. to 3:00 a.m. * |
| Shift Five | 11:00 p.m. to 7:00 a.m. |

Three employees will be assigned to relief Shifts.

* Staffing will depend on available personnel.

(c) (i) Employees may be required to show up for their shifts ten (10) minutes before the starting time to be briefed. However, employees will not

be docked for tardiness until such tardiness exceeds five (5) minutes. Employees who are habitually tardy may be subject to disciplinary action.

(ii) The Employer reserves the right to adjust the commencement and ending times for the shifts set forth above. The Employer also reserves the right to add or delete shifts, which may overlap other shifts.

Prior to any change in shifts or hours, thirty (30) days' advance, written notice shall be given to the Union and a meeting may be held to discuss the matter.

(d) Employees may be required to show up for their shifts ten (10) minutes before the starting time to be briefed. However, employees will not be docked for tardiness until such tardiness exceeds five (5) minutes. Employees who are habitually tardy may be subject to disciplinary action.

Section 11.2 Shift Preference.

(a) Employees shall be eligible to biannual shift preference. Employees desiring to change shifts shall appear on or about the 15th of April and the 15th of October. Shift bidding and vacation bidding shall be conducted at the same time and date. Shift preference will follow the same cycles as prescribed in Article V, Section 5.2. The Employer shall grant such request solely on the basis of seniority.

(b) Employee shifts shall not be changed except in cases of emergency. In the event an opening exists on a shift after the designated period of bidding,

the opening shall be posted for bidding. The opening shall be filled by the most senior employee bidding for the opening. If no employee bids for the opening, the Employer may assign the least senior employee on the heaviest shift to fill the opening.

(c) When an opening exists, the full-time telecommunicator working Relief Shift A may be scheduled to work Shift 1 to fill the opening, the telecommunicator working Relief Shift B may be scheduled to work Shift 3, or the telecommunicator working to Relief Shift C may be scheduled to work Shift 5 and a part-time employee may be scheduled to work that day (any shift) without posting overtime. However, if filling the opening results in requiring the Shift A telecommunicator to work Shifts 3 or 4, the Shift B telecommunicator to work Shifts 2 or 5, or the Shift C telecommunicator to work Shift 3, no part-time employee may be scheduled for the resulting opening (Relief Shift A, B or C regularly scheduled shift). A part-time employee may be scheduled instead of moving the full-time telecommunicator without posting that opening for overtime.

The Relief A telecommunicator will normally only be scheduled for Shifts 1 or 2, the Relief B telecommunicator will normally only be scheduled for Shifts 3 and 4, and the Relief C telecommunicator will only be scheduled to work Shifts 4 and 5.

Section 11.3 Overtime.

(a) Work extending beyond eight (8) hours in any one day, or over eighty (80) hours in a regular two (2) week pay period shall be compensated for at one and one-half (1-1/2) times the employee's regular hourly rate for base pay. If such employee works at least one-half (1/2) hour after the end of his regular shift, he shall be paid at least one (1) hour's additional pay and any work in excess of one (1) hour in overtime shall be paid on a proportionate basis to the last full quarter (1/4) of work. Overtime pay shall be limited as hereinafter set forth in this Article.

(b) Employees who are forced to work in excess of twelve (12) consecutive hours shall be paid at the rate of double time for all hours worked.

(c) All overtime worked in accordance with the above provisions must be authorized in advance by the employee's supervisor.

(d) Overtime rates shall not be paid when more than eight (8) hours in twenty-four (24) hour period are worked as a result of regular shift changes or as a result of employees trading shifts for their own convenience.

(e) Employees who work overtime over eight (8) hours on a designated holiday as specified in Section 12.1 shall receive three (3) times their regular base pay rate for all time worked over eight (8) hours during the holiday period. For the purpose of clarification of what constitutes three (3) times their regular base

rate of pay, this includes the rate of time and one-half, one-half time holiday premium and continuance of designated regular holiday pay.

(f) Employees who are required to work an overtime assignment shall only be required to work the original amount of hours specified in the assignment unless the additional hours cannot be covered by the following provisions: 11.4(b)(2)(a) through (c). In the event that both employees are already working overtime, the employee with the least amount of accumulated overtime hours will be required to work the additional hours but in any case the total hours shall not exceed 12, except in emergencies

Section 11.4 Overtime Scheduling.

(a) Definition.

Scheduled Overtime: Shift openings caused by vacations, leaves of absence or similar anticipated and approved absences.

Unscheduled Overtime: Shift openings caused by unexpected absences, usually from a sick call in or similar unplanned event creating the absence.

(b) Whenever any overtime is available and offered, the following procedure will apply:

(1) Scheduled Overtime: Such overtime shall be posted and all employees who are interested may sign the posting. The overtime shall be given to the full-time employee with the least amount of accumulated overtime who has

signed the posting and then part-time employees, except that for any scheduled overtime occurring on a holiday designated in Article XII, it shall be given to the full-time employee who has signed the posting and who has the most actual overtime hours worked and then the part-time employee.

If no employee has signed the posting then the overtime may be filled by:

(a) Requiring a regular part-time employee to take the opening; if none, then the full-time employee with the least amount of accumulated overtime hours.

(b) Casual part-time employees or supervisors or the Director or Assistant Director may be used in lieu of requiring any employee to take the opening.

(2) Unscheduled Overtime: Such overtime shall be offered to the following employees in the following order:

(a) Employees who are already scheduled to work that day on the basis of least amount of accumulated overtime hours, except that for any unscheduled overtime occurring on a holiday designated in Article XII, it shall be offered to the full-time employee who has signed the posting and who has the most accumulated overtime (actual hours worked) and then the part-time employee.

(b) If the opening is not filled, then to employees who are not scheduled to work that day on the basis of least amount of accumulated overtime hours, except that for any unscheduled overtime occurring on a holiday designated in Article XII, it shall be offered to the full-time employee who has signed the posting and who has the most accumulated overtime (actual hours worked) and then the part-time employee.

(c) If the opening is not filled, then it may be filled by requiring the regular part-time employee who is scheduled to work that day to take the overtime; if none, then the full-time employee on shift already working with the least amount of accumulated overtime hours may be required to work.

(d) Casual part-time employees or supervisors or the Director or Assistant Director may be used in lieu of requiring any employee to take the opening.

(c) General:

(1) Employees who are offered overtime and refuse to work overtime shall be charged with the amount of overtime which was offered. An employee will not be charged with refused overtime when he/she has worked twelve (12) hours in a twenty-four (24) hour period.

(2) An up-to-date overtime list shall be maintained on the union bulletin board or other designated area. Overtime lists shall be kept from January 1 to December 31.

(3) Special consideration shall be given to employees being forced to work an excessive amount of consecutive days.

(4) If two (2) or more employees have the same chargeable overtime hours, the senior employee shall have the option to work.

(5) Openings may be offered in four (4) hour or eight (8) hour periods at the discretion of the Employer.

(6) Supervisors, the Director or Assistant Director may also work in unit positions during emergency situations.

(7) Employees shall not be required to work more than two, 12-hour shifts in any consecutive 72-hour period unless the additional hours needed cannot be covered by following the provisions of 11.4(b)(2), (a) through (c).

(8) The standards for excusing any employee from required overtime shall be applied equally to full-time and part-time employees and any employee whose failure to report for the overtime is not excused shall be charged with an unexcused absence.

(9) At such time as a new employee is eligible to work overtime, as determined by the Employer, the employee shall be given the

average number of overtime hours accumulated by all bargaining unit employees as his base.

ARTICLE XII
HOLIDAY PAY

Section 12.1 For the purpose of computing holiday pay, the following days shall be designated as paid holidays:

| | |
|----------------------|-------------------------------|
| New Year's Day | Fourth of July |
| Presidents' Day | Memorial Day |
| Labor Day | Thanksgiving Day |
| Day Before Christmas | Friday Following Thanksgiving |
| Christmas Day | Day Before New Year's Day |

Section 12.2

(a) Employees required to work on a designated, scheduled holiday shall be paid, in addition to the holiday pay, one and one-half (1-1/2) times their base hourly rate. Overtime on a regular scheduled holiday shall be paid at the rate of three (3) times the employee's hourly rate. Employees who are called to work on their pass days to perform work on a holiday shall be paid at the rate of three (3) times their base hourly rate.

(1) Part-time employees who are scheduled to work on any of the contractually recognized holidays shall be paid at the rate of double time and one-half (2-1/2) their base hourly rate for all hours worked on the holiday.

(b) Employees not working on such holiday shall be paid eight (8) hours base pay for the above-designated holidays, providing they meet all of the following eligibility rules and qualifications:

(1) The employee must have worked his last day scheduled before the holiday and his first day scheduled after the holiday, unless excused by the Employer, or;

(2) He is off work on an authorized sick leave and has accumulated sick leave time due;

(3) He is on his annual vacation and has accumulated annual leave time due;

(4) He is on one of his regularly scheduled days off;

(5) Employees are allowed two (2) days off per week as regularly scheduled days off.

Section 12.3 A regular full-time employee with seniority shall be eligible for one day off with pay for his/her birthday. Should the birthday conflict with the Employer's ability to staff that day, an alternate date shall be agreed upon between the employee and the Director.

ARTICLE XIII
LONGEVITY PAY

Section 13.1

(a) Employees who have completed two (2) years or more continuous service since the last date of hire shall be eligible for an annual longevity payment in the amount of the following, payable the first full pay period in December:

| | |
|---------------------------|-----------|
| 2 years through 4 years | \$ 200.00 |
| 5 years through 9 years | 400.00 |
| 10 years through 14 years | 600.00 |
| 15 years through 19 years | 800.00 |
| 20 years through 24 years | 1,000.00 |
| 25 years and over | 1,350.00 |

(b) An employee eligible for longevity payment who terminates employment with Central Dispatch as a result of retirement pursuant to Article XV prior to December 1 shall receive longevity pay on a prorated basis.

ARTICLE XIV
INSURANCE BENEFITS

Section 14.1 Health Insurance. The Employer shall provide the following limits of coverage as provided by Blue Cross/Blue Shield or other like insurance carrier licensed to transact business in the State of Michigan.

MVF - I (365 day coverage)
Master Medical - Option II
F.A.E. Rider
M.L. Rider
\$2.00 Co-Pay Prescription Rider

Section 14.2 Life Insurance. The Employer agrees to provide straight term life insurance coverage for each permanent full-time employee in the face amount of Twenty-five Thousand Dollars (\$25,000) including provisions for Accidental Death & Dismemberment, cost of which is to be paid by the Employer. Effective January 1, 2000, the amount of coverage shall be increased to Thirty Thousand Dollars (\$30,000).

Section 14.3 Dental Insurance. The Employer agrees to continue to provide to all employees and eligible dependents the present Delta Dental Insurance Plan.

Section 14.4 The Employer's liability with respect to any insurance benefits shall be limited to the payment of the premiums agreed to and by the payment of such premiums, the Employer shall be relieved of any further liability with respect to the benefits under the insurance program.

Section 14.5 The Employer shall have the right to change any or all of the insurance carriers or health care providers so long as the benefits are the equivalent of the current benefits.

The Union will be advised thirty (30) days in advance in writing of any such change.

Section 14.6 New employees shall be first covered in accordance with the provisions of the particular policy. Employees on layoff or unpaid leave of absence shall continue on the above program for the first full month following the month of layoff or unpaid leave of absence,

but thereafter it shall be the responsibility of the employee, if he desires, to make arrangements for continuation of the insurance at his expense, but for no longer than twelve (12) months, and at the group rates, subject to the terms of the policy.

Section 14.7 Employees on paid sick leave shall continue on the program for the duration of the paid leave but for not more than six (6) months following the month of such leave, and thereafter, may make arrangements for continuation of the insurance at his expense, but for no longer than six (6) additional months and at the group rates, subject to the terms of the policy.

For an employee on worker's compensation leave, the "6 months" above shall be "12 months."

Section 14.8 When requested by a certified area HMO, the Employer will offer such HMO coverage to eligible employees at a cost which will not exceed the then existing cost of the current plan.

Section 14.9 Effective December 31, 1991, the Employer shall provide the existing health insurance coverage for any employee retiring under the MERS plan after December 31, 1991, for the employee only (not dependents). The annual cost to the Employer shall not exceed the sum of One Thousand Four Hundred Fifty Dollars (\$1,450.00) per employee until the retiree is eligible for Medicare program, at which time the coverage will cease. Effective January 1, 2001, the One Thousand Four Hundred Fifty Dollars (\$1,450.00) shall be changed to One Thousand Nine Hundred Dollars (\$1,900.00).

Section 14.10 Optical Benefits. Employer shall provide full-time employees with up to Two Hundred Dollars (\$200) per two (2) year period reimbursement for vision purposes.

ARTICLE XV
RETIREMENT PLAN

Section 15.1 The MERS C-1 Old Plan Retirement Plan shall be maintained for the term of this Agreement. Effective January 1, 1999, the Plan shall be changed to MERS B2/F55/25 for eligible employees retiring on or after January 1, 1999.

ARTICLE XVI
WAGES

Section 16.1 Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

ARTICLE XVII
LOSS OR DAMAGE

Section 17.1 Employees shall not be charged for loss or damage to equipment and/or property unless clear proof of negligence is shown.

ARTICLE XVIII
WORKER'S COMPENSATION

Section 18.1 The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees.

ARTICLE XIX
SEPARABILITY AND SAVINGS CLAUSE

Section 19.1 If any Article or Section of the contract or of any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XX
SEVERANCE PAY

Section 20.1 In the event of a layoff due to lack of funds, any such laid-off employee shall receive severance pay consisting of his regular rate of base pay for eighty (80) hours. Such payment shall be made at the effective date of layoff, together with his accumulated vacation

pay. If a laid-off employee elects to receive pay for his accumulated sick leave, he shall then be deemed a terminated employee without seniority or other rights.

Section 20.2 An employee who has received severance pay shall not thereafter be eligible for severance pay unless he has been returned to the active payroll for twenty-four (24) consecutive months.

ARTICLE XXI

SENIORITY

Section 21.1 Representation of Employees.

(a) The Union shall represent all permanent employees. Employees on probation shall be represented concerning wages and hours of work.

(b) Seniority and seniority lists:

(1) Seniority for full-time employees is defined as continuous length of service from the last date of hire as a regular full-time employee.

(2) Regular part-time employees shall be on a separate seniority list and their seniority is defined as continuous length of service from their last date of hire. A full-time employee who transfers to a part-time position shall retain his original date of hire on the part-time seniority list.

Progression on the wage scale for part-time employees shall be based on actual hours worked and 2,080 hours worked shall equate to the 12-month period on the full-time schedule.

(3) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(4) The seniority list on the date of this Agreement will show the names, job titles, length of service in Department and date of hire of all applicable employees of the Department entitled to seniority.

(5) The Employer will keep the seniority list up to date at all times and will provide the Union with up-to-date copies at least every six (6) months.

(c) Loss of Seniority: An employee shall lose his seniority for the following reasons only:

(1) He quits or retires.

(2) He is discharged and the discharge is not reversed through the procedure set forth as in this Agreement.

(3) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

(4) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made with the consent of the Employer.

(5) Failure to return from sick leave and leaves of absences will be treated the same as (3) above, but this language shall not be construed to allow a grace period of three (3) days upon return from leave.

(6) If he is off the active payroll on layoff or sick leave for the length of seniority at the time of layoff or sick leave or twelve (12) months, whichever is less. For an employee with five (5) years or more of seniority the twelve (12) months shall be eighteen (18) months.

For an employee on worker's compensation leave it shall be the length of seniority or twenty-four (24) months, whichever is less.

(d) An employee who, prior to or after the effective date of this Agreement was or who subsequently is transferred to a position with the Employer not covered by this Collective Bargaining Agreement shall retain, but not accumulate, seniority as of the effective date of the transfer, subject to the following: In the event that the employee is returned by the Employer to the bargaining unit within one hundred eighty (180) calendar days from the date of

transfer, the employee shall be credited with seniority for such time out of the unit.

(e) Layoffs: The Employer may lay off a permanent employee by reason of shortage of work or funds. The order of layoff within a classification shall be as follows:

- (1) Casual part-time employees.
- (2) Regular part-time employees.
- (3) Probationary employees then full-time regular employees.

Layoff of employees shall be made first by inverse order of their seniority within a position classification. The Administrator shall give written notice to the employees and Union on any proposed layoff. Such notice shall state the reasons therefor and shall be submitted at least one (1) week before the effective date thereof, if possible.

(f) Recall Procedure: When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit.

ARTICLE XXII

COURT TIME

Employees required to appear in court in conjunction with their duties while on their time off shall be granted a minimum of two (2) hours pay at the applicable rate subject to the employee's turning the subpoena fees granted by the court over to the Employer.

ARTICLE XXIII

CALL-IN TIME

Full-time employees required to report for work or staff meetings prior to or after their regular scheduled workday shall receive a minimum of two (2) hours' call-in time and compensated at the rate of time and one-half (1-1/2).

ARTICLE XXIV

CHANGE OF SHIFT

The Employer shall continue the practice of permitting employees to change time off. Prior permission is granted by the Employer.

ARTICLE XXV

TERMINATION OF AGREEMENT

Section 25.1

(a) This Agreement shall be in full force and effect from August 19, 1998 to and including December 31, 2001.

(b) It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to the expiration date cited above or of any subsequent contract year advising that such party desires to continue this Agreement but also desire to revise or change terms or conditions of such Agreement.

Section 25.2 In the event of war, declaration of emergency, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

Section 25.3 The parties agree that notice provided herein shall be accepted by all parties in compliance with the notice requirements of applicable law.

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

EMPLOYER:

UNION:

MUSKEGON CENTRAL DISPATCH

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

By Dennis W. Stepke
 [Signature]

By Ted LaMare
 Charles Freye

APPENDIX "A"

MUSKEGON CENTRAL DISPATCH
WAGE SCHEDULE - ANNUAL/HOURLY RATE

Effective date of the increases shall be the beginning of the first full pay period after the dates set forth.

Effective date of the progression schedule increases shall be the first full pay period following the date on which the employee is eligible for the increase.

For each full calendar month of absence the progression schedule shall be extended by a calendar month, except for paid leaves of absence.

In order for an employee to progress from the classification of Telecommunicator I to the classification of Telecommunicator II, the following standards must be met:

- (a) The employee shall have progressed to the 18-month level on the schedule; and
- (b) The employee shall be LEIN certified; and
- (c) Be able to function as a Police and Fire Dispatcher.

Effective beginning the first full pay period following ratification of the Collective Bargaining Agreement or the dates listed:

Telecommunicator I

| | <u>01-01-98</u> | <u>01-01-99</u> | <u>01-01-00</u> | <u>01-01-01</u> |
|-------|-----------------|-----------------|-----------------|-----------------|
| Start | 19,751 | 20,294 | 20,852 | 21,425 |
| | 9.50 | 9.76 | 10.03 | 10.30 |

| | <u>01-01-98</u> | <u>01-01-99</u> | <u>01-01-00</u> | <u>01-01-01</u> |
|-----------|-----------------|-----------------|-----------------|-----------------|
| 6 months | 20,407 9.81 | 20,968 10.08 | 21,545 10.36 | 22,137 10.64 |
| 12 months | 21,067 10.13 | 21,646 10.41 | 22,241 10.69 | 22,853 10.99 |
| 18 months | 21,724 10.44 | 22,321 10.73 | 22,935 11.03 | 23,566 11.33 |
| 24 months | 22,381 10.76 | 22,996 11.06 | 23,628 11.36 | 24,278 11.67 |

Telecommunicator II

| | <u>01-01-98</u> | <u>01-01-99</u> | <u>01-01-00</u> | <u>01-01-01</u> |
|----------------------|-----------------|-----------------|-----------------|-----------------|
| Start (18 months) | 23,354 11.23 | 23,996 11.54 | 24,656 11.85 | 25,334 12.18 |
| 6 (24 months) | 24,522 11.79 | 25,196 12.11 | 25,889 12.45 | 26,601 12.79 |
| 12 (30 months) | 27,320 13.13 | 28,071 13.50 | 28,843 13.87 | 29,636 14.25 |
| 18 (36 months) | 27,780 13.36 | 28,544 13.72 | 29,329 14.10 | 30,136 14.49 |
| 12 (42 months) | 28,850 13.87 | 29,643 14.25 | 30,458 14.64 | 31,296 15.05 |

LETTER OF UNDERSTANDING

In the course of negotiating the Collective Bargaining Agreement expiring December 31, 1994, the parties agreed upon the following:

1. Required Overtime. Section 11.4 of the contract concerning Overtime Scheduling provides that if no one has signed for scheduled overtime or taken unscheduled overtime and there is no part-time employee available, the full-time employee working or scheduled to work the adjacent time period (shift) with the least amount of accumulated overtime hours may be assigned or forced. That contractual provision is modified as follows:
 - a. The above provision will not apply to employees on vacation/ personal day or scheduled to begin their vacation, if someone else is available.
 - b. Probationary employees may be forced or assigned overtime if they are filling a regular position on the schedule.
2. Attendance Rule. Absenteeism which will be used in the disciplinary process as a Group 1 offense is as follows:
 - a. Any absence without any call in.
 - b. Any absence without a one hour prior to shift call in.
 - c. Any absence relating to illness or injury without medical evidence satisfactory to the Employer.
 - (i) The first two (2) absences in a calendar year may be satisfied by employee verification under present procedures. Three (3) or more illness or injury absences in any four (4) month period will call for doctor's statement showing nature of illness, treatment or invoice as satisfactory evidence.
 - (ii) Consecutive days off will be treated as one absence.
 - (iii) Leaving work for illness or injury earlier than four (4) hours before shift end will be an absence.

- d. Any absence for reasons other than illness or injury which is not excused in writing by the Employer, after presenting written reason for the absence.

Two (2) or more of the above types of absence in any combination in a three (3) month period will be cause for discipline.

3. Appointment of Acting Supervisors.

- a. Eligibility. To be eligible to be an acting supervisor, a telecommunicator must meet all of the requirements for the position. At this time, these requirements include a minimum of three years experience as a telecommunicator at Central Dispatch and the ability to work all positions. In addition, the full-time telecommunicator must be on the eligibility list for full-time supervisor when such list is established.
- b. Part-time telecommunicators are not eligible to part-time supervisors.
- c. Except in an emergency, telecommunicators shall not be forced to work overtime as a result of a telecommunicator being made an acting supervisor.
- d. If using a telecommunicator as an acting supervisor would result in forced telecommunicator overtime, the full-time supervisor shall be required to take the opening.
- e. If unable to fill the opening with a full-time supervisor or with a telecommunicator acting as a supervisor on a non-overtime basis, then the opening may be offered to a telecommunicator as an acting supervisor from the established list on an overtime basis.
- f. If the telecommunicator is working overtime as an acting supervisor, that telecommunicator may not be forced to take additional telecommunicator overtime adjacent to that time period.
- g. Telecommunicators acting as supervisor shall remain part of the telecommunicator bargaining unit and shall accrue all benefits provided by the telecommunicator contract.

- h. A telecommunicator who is working as an acting supervisor will be paid a premium amount of \$1.25 for each hour of work as an acting supervisor.
- i. Eligible telecommunicators may not be forced to work overtime as an acting supervisor, except in an emergency.
- j. Full-time telecommunicators working in the capacity of a shift supervisor shall be referred to as acting supervisors. Part-time supervisory employees shall be referred to as part-time supervisors.
- k. If the on-duty shift supervisor punches out before the end of his or her shift and there is no other shift supervisor or management personnel on duty, an eligible telecommunicator, working in the capacity of acting supervisor, shall be compensated at the agreed-upon rate for all time worked as an acting supervisor.
- l. To be eligible to be an acting supervisor, full-time telecommunicators must successfully complete the testing procedures for shift supervisor, when offered, and must be on the eligibility list for promotion when such list is established.
- m. Central Dispatch retains the right to employ persons as part-time supervisors who are not full-time telecommunicators at Central Dispatch.
- n. For the purposes of this document, the term "emergency does not refer to a sick call in or scheduling problem except in extraordinary circumstances such as someone having to work more than twelve (12) consecutive hours.
- o. Should an eligible full-time telecommunicator agree to work overtime as an acting supervisor in the time period immediately following his or her regularly scheduled shift and then a telecommunicator call in sick for the same time period, and the first telecommunicator would be the telecommunicator forced to take the telecommunicator overtime, that telecommunicator shall be forced to take the telecommunicator overtime rather than the supervisory overtime and the full-time supervisor may then be forced to take the supervisory overtime.

- p. A telecommunicator shall not be forced to work overtime as an acting supervisor unless that overtime is adjacent to a time period in which she is working in a supervisory capacity.
 - q. All time worked in the capacity of acting supervisory in excess of 500 hours shall be counted as time in grade if that telecommunicator is promoted to full-time supervisor.
 - r. Telecommunicators working overtime in a supervisory capacity may elect to have compensatory time credited in lieu of overtime on the basis of for each hour of supervisory overtime worked one and one-half hours of compensatory time will be credited to the employee. Time off will be granted at the discretion of management and will not be arbitrary. Time off will not be granted on holidays and weekends. All compensatory time will normally be taken in eight (8) hour blocks.
5. Telecommunicator I's shall be provided with a three (3) week training period on fire dispatch prior to the completion of thirty (30) months of service. Should the training time not be provided, the employee will be advanced to the thirty (30) months' step (and succeeding steps). If at any time, an employee is provided with the fire dispatch training, that employee shall be required to demonstrate the fire dispatch competencies before advancing further on the pay steps.
 6. Telecommunicators Lee Brown, Jacqueline Hendryx and Diane Hawkins are exempted from the requirement to demonstrate the fire dispatch competencies to receive pay increases as long as each maintains continuous full-time employment with Central Dispatch.