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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE EATON COUNTY BOARD OF COMMISSIONERS  
AND THE CAPITOL CITY LODGE NO. 141  
OF THE FRATERNAL ORDER OF POLICE  
CENTRAL DISPATCH NON-SUPERVISORY UNIT

*Eaton County*

JANUARY 1, 1994 - DECEMBER 31, 1997

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A G R E E M E N T

THIS AGREEMENT entered into this 15th day of August, 1995, by and between the EATON COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer", and the CAPITOL CITY LODGE NO. 141 OF THE FRATERNAL ORDER OF POLICE, CENTRAL DISPATCH NON-SUPERVISORY UNIT, hereinafter referred to as the "Lodge".

W I T N E S S E T H

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1956 and Act 336 of the Public Acts of 1947, as amended, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees in the job classification of Dispatcher, and have agreed as follows:

ARTICLE 1

RECOGNITION

Section 1. Collective Bargaining Unit. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Lodge as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy, any of the job classifications set forth in Appendix "A", attached hereto.

Section 2. Other Agreements. The Employer shall not enter into any agreement with one or more of the employees in the bargaining unit or with any other organization which in anyway

conflicts with the provisions hereof, however the parties may enter into written letters of understanding if properly authorized by their respective agents.

## ARTICLE 2

### BARGAINING COMMITTEE

Section 1. Bargaining Committee. The Employer agrees to recognize not more than two (2) individuals designated as the Bargaining Committee. The Bargaining Committee members shall be permanent employees in the bargaining unit and shall have been employed in the unit for at least one (1) full year. The Lodge retains the right to have up to two (2) non-employee representatives.

The Lodge shall furnish the Employer in writing a list of its designated Bargaining Committee.

Section 2. Computed As Hours Worked. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would have otherwise worked on a regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the bargaining committee member.

### ARTICLE 3

#### LODGE SECURITY AND CHECKOFF

Section 1. Agency Shop. Employees covered by this Agreement at the time it becomes effective and who are members of the Lodge at that time shall be required, as a condition of continued employment, to continue membership in the Lodge or pay a representation fee to the Lodge for the duration of this Agreement.

Section 2. Lodge Membership. Employees covered by this Agreement who are not members of the Lodge at the time it becomes effective and who have successfully completed thirty (30) days of employment, shall be required as a condition of continued employment to become members of the Lodge or to pay a representation fee to the Lodge, and such condition shall be required for the duration of this Agreement.

Section 3. Commencement of Dues. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continuing employment to become members of the Lodge or to pay a representation fee to the Lodge for the duration of this Agreement commencing thirty days after the first date of employment.

Section 4. Compliance. Employees shall be deemed to have complied with the terms of this Section if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 5. Maintenance of Membership. The Lodge shall notify an employee who has not paid his dues or representation fee by certified mail with a copy to the Employer. If the employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the Lodge shall notify the Employer by certified mail of this omission. Fifteen days after receipt of notification by the Lodge, the Employer shall terminate said employee.

Section 6. Checkoff. The Employer agrees to deduct the Lodge's dues from the wages of each individual employee in the bargaining unit who voluntarily becomes a member of the Lodge, subject to the following subsections:

(a) The Lodge shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof.

(b) All checkoff authorization forms shall be filed with the Employer's Controller's Office who shall return any incomplete or incorrectly completed forms to the Lodge's Treasurer and no checkoff shall be made until such deficiency has been corrected.

(c) All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due the Lodge as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, State, National, Lodge or other dues and assessments. The fair share representation fee shall be that amount which the Treasurer of the Lodge so notifies the Employer.

(d) The Employer shall checkoff only those obligations that come due at the time of checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if the employee has duplicated a checkoff deduction by direct payment to the Lodge.

(e) The Employer's remittance will be deemed correct if the Lodge does not give written notice to the Employer's Controller within four (4) calendar weeks after the remittance is sent of its belief, with reasons stated therefore, that the remittance is not correct.

(f) The Lodge shall provide at least thirty (30) days written notice to the Controller of the Employer the amount of Lodge dues and/or representation fees to be deducted from the wages of the employees in accordance with this Section. Any change in the amounts determined will also be provided to the



Controller, in writing, at least thirty days prior to its implementation. Checkoff Authorization Forms signed by each affected employee should accompany any notification of initial dues or representation fees deductions as well as any change in said dues or representation fees deductions.

Section 7. Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Lodge, or where a deduction is not in conformity with the provisions of the Lodge Constitution or By-Laws, refunds to the employee will be the sole responsibility of the Lodge and will be made promptly by the Lodge.

Section 8. Objection. Any employee who has a good faith religious objection to the requirements of this Article due to the tenet of his religion or other reasoned grounds arising out of deep personal convictions shall not be subject to those requirements. The reasonableness of the employee's position shall be subject to the Grievance Procedure.

Section 9. Save Harmless. The Lodge agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or any form of liability to anyone arising out of any of the provisions of this Article, including deduction from any employees pay of Lodge dues and/or representation fees, and including also anything done in reliance on any list, notice, certification, or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of deductions so made once they have been sent to the Lodge.

Section 10. Legality. The Employer shall be required to make dues and fees deductions only as long as it may legally do so.

#### ARTICLE 4

##### RIGHTS OF THE BOARD

Section 1. Management Rights. The management of the business of the Central Dispatch Department is vested exclusively in the County, and the County reserves to itself all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the Central Dispatch Department business and of the employees of the County.

Section 2. Enumerated Rights. This shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend, discharge for just cause, to establish classifications, layoff employees because of lack of work, or for other legitimate reasons, to combine or split up departments, to make reasonable rules and regulations not inconsistent with the provisions of this Agreement; to decide on the functions to be performed and what work is to be performed by the County or outside agencies, to subcontract, if necessary, or to establish standards of quality, all of which shall be subject to the applicable express provision of this Agreement.

Section 3. Not Inclusive. The above rights are not all inclusive, but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the County and the Central Dispatch Department.

ARTICLE 5

SALARIES

Effective January 1, 1994, up to and including December 31, 1997, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement, the term "Grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement, or the Rules and Regulations of the Central Dispatch Department.

Section 2. Grievance Content. All grievances shall be in writing and shall include time, date, alleged contractual violation(s) or written rule(s) or regulation(s) that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the grievant and/or Lodge representative.

Section 3. Time Limits. The time limits established by the grievance procedure shall be followed by the parties and may only be extended by mutual agreement in writing.

Section 4. Forfeiture. In the event a grievance is not timely filed or advanced from one step of the grievance procedure to the next, the grievance will be considered as permanently

denied or settled on the basis of the Employer's last answer. Failure of the Employer to respond to a grievance at any stage, within the time limits specified shall be considered a denial of the grievance and the grievance may be processed to the next step, including arbitration, provided the grievance is advanced timely from the last day that the Employer's answer was due.

Section 5. Day Defined. Whenever "day" is used, it shall mean the weekdays of Monday through Friday, inclusive, except for scheduled holidays, which shall be excluded. Scheduled holidays, for the purpose of this section, shall be holidays as listed on a Letter of Understanding as "County Observed Date" holidays.

A day shall constitute an entire twenty-four (24) hour period.

Section 6. Signed Resolution. The Grievance Procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance. This final answer shall be signed by all parties involved or a Lodge representative of the parties involved.

Section 7. Steps of the Grievance Procedure.

STEP 1: The aggrieved employee and/or Lodge, shall submit any grievance in writing to the employee's immediate supervisor within five (5) days after the grievance might reasonably have become known to exist. If the grievance is not signed by a Lodge representative, the Central Dispatch Supervisor shall provide a representative with a copy.

The immediate supervisor will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The immediate supervisor shall give a written answer to the aggrieved employee and/or Lodge steward within three (3) days of his receipt of the complaint.

STEP 2: If the answer of the immediate supervisor in Step 1 is unsatisfactory to the grievant and/or Lodge, the grievant and/or Lodge may, within three (3) days of receiving the answer in Step 1, and not thereafter, advance the grievance in writing to the Central Dispatch Director or the Assistant Central Dispatch Director. The Central Dispatch Director, or the Assistant Central Dispatch Director, will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Central Dispatch Director or the Assistant Central Dispatch Director shall schedule and hold a meeting or give a written answer to the grievant and/or Lodge within five (5) days of his receipt of the complaint. If a meeting is held, the answer is due within (5) days after the date of the meeting.

STEP 3: If the answer of the Central Dispatch Director and/or the Assistant Central Dispatch Director in Step 2 is unsatisfactory to the grievant and/or Lodge, the Lodge may, within (3) days of receiving the answer in Step 2, and not thereafter, advance the grievance, in writing, to the Grievance Board.

The Grievance Board will be composed of the Controller and/or his representative and two (2) representatives of the Board of

Commissioners. A representative of the Grievance Board will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Grievance Board shall meet within fourteen (14) days of the receipt of the grievance at Step 3. Both the Employer and Lodge retain the right to be represented by an outside representative at the Grievance Board.

The Grievance Board shall hear the matter and attempt settlement of said grievance. The Grievance Board shall give a written answer to the Lodge within fourteen (14) days of the Grievance Board meeting.

STEP 4: Arbitration/Powers of the Arbitrator. If the answer of the Grievance Board in Step 3 is unsatisfactory and the Lodge wishes to carry the grievance further it must, within thirty (30) days notify the Employer, in writing, that it elects to take the matter to arbitration and simultaneously advance the matter to arbitration under the rules of the American Arbitration Association.

(a) The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement, or the Rules and Regulations of the Central Dispatch Department.

(b) The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.



(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

(d) Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the case.

(e) The Arbitration Association's administrative fee and other charges as well as the arbitrator's charges for his services and expenses shall be shared equally between the Employer and the Lodge.

(f) The arbitrator's decision, on the arbitrable matter within his jurisdiction, shall be final and binding upon all parties.

(g) Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.

#### ARTICLE 7

#### DISCIPLINARY ACTION

Section 1. Governing Procedures. In any case where disciplinary action may be taken, the procedures set forth in the Rules of the Eaton County Central Dispatch Department, as amended from time to time will be followed, except as modified by this Article.

Section 2. Charges. After the appropriate investigation has been completed, any charges resulting in discipline or discharge shall be reduced to writing and a copy shall be furnished to the employee against whom the charges are brought and, unless the employee objects, to a Lodge representative.

Section 3. Specific Section. Such charges and specifications shall cite the specific section of Rules and Regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 4. Statements. No employee shall be required to make any statements concerning the alleged offense prior to consultation with a Lodge representative; provided that a statement may be required within twenty-four (24) hours (one day) of the request for a statement. An employee, who is to be questioned shall be permitted Lodge representation during questioning and may be granted up to twenty-four (24) hours (one day) to arrange for such representation. After such time, the questioning may take place, with or without representation.

Section 5. Representation. At the time the discipline is imposed, the employee against whom the charges have been made, may be represented by a Lodge Representative.

Section 6. Past Infractions In imposing any discipline on a current charge, the Employer will not base his decision upon any prior offenses which occurred more than eighteen (18) months previously unless directly related to the current charge.

Section 7. Lost Pay or Discharge Grievance. An employee who receives disciplinary action resulting in lost pay or is discharged may file a grievance beginning at Step 3 of the Grievance Procedure. All other grievances concerning discipline may be filed at Step 2 of the Grievance Procedure.

Section 8. Discipline Absolute. If an employee who is disciplined fails to file a grievance within the time specified in the Grievance Procedure or if, upon the hearing of his grievance, he is found to have been properly disciplined, then his discipline shall be absolute as of the date of his discipline.

Section 9. Back Wages. If it is found that the employee should not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Lodge and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension, he shall be compensated for all back wages due to the suspension. Such wages shall be based on regular base pay hours and not include overtime, unless the overtime was already scheduled and would have been worked.

Section 10. New Hire Probationary Employees. New hire probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action except as provided for in the Department Rules and Regulations. Such employee shall not be entitled to a Lodge Representative.

(c) To change the number of hours which comprise the normal workday or shift, and the number of days or shifts which comprise the normal workweek, including the right to change the number of days off during any particular period of time.

(d) To require overtime work.

(e) To schedule on a biweekly basis, i.e., 80 hours of work in a two week period.

Section 2. Shift Selections. The Employer will permit employees that have completed their probationary period to indicate a preference for shift assignments.

Employees will be scheduled for shift assignments on the basis of preference, according to departmental seniority, except where operational requirements of the department preclude such assignments.

Shift selections will be conducted in as close to 6 month intervals as will facilitate an orderly procedure by which the selections may be processed in advance. Shift rotations will be on a quarterly basis.

Section 3. Schedules of Work.

(a) Employees will be given reasonable notice of any individual shift changes.

(b) Employees will not be regularly scheduled with less than ten (10) hours between shifts. If an employee is ordered to work a schedule with less than ten (10) hours between shifts, in

violation of the intent of the above sentence, he shall be paid time and one half for such hours between shifts.

(c) Employees may trade scheduled work days with other employees upon prior approval of the Employer, provided such trades do not result in overtime payment for either employee.

Section 4. Pass Days.

(a) Employees receive pass days in lieu of weekends off. In a calendar year there are fifty-two (52) Saturdays and fifty-two (52) Sundays for a total of one hundred four (104) weekend days. Additionally there are twelve (12) holidays recognized in this contract. This is a total of one hundred sixteen (116) days which an employee who works a Monday-Friday schedule would normally be off work each year. The Employer's right in Section 1 to change work schedules is expressly limited to schedules which normally allow a total of at least one hundred sixteen (116) days off per year. Permissible examples, assuming twelve (12) holidays (this list is not all inclusive):

- (1) Five (5) workdays per week plus twelve (12) days off for the twelve (12) recognized holidays. The workday shall be eight (8) hours including a one hour unpaid meal period. A paid meal period may be granted by the Employer for an employee working on a continuous assignment.

(2) Four (4) ten hour days and three (3) days off and no extra time off for holidays. The workday shall be ten (10) hours including a paid meal period.

(3) Six (6) twelve hour days, plus one (1) eight hour day within a fourteen (14) day period with no extra time off for holidays. The work days shall be twelve (12) hours or eight (8) hours including a one half hour paid meal period.

(b) The preceding paragraph (a) is subject to the minimum requirement that each employee shall receive eight (8) pass days (i.e. days off) during each twenty-eight (28) day pay period.

(c) The preceding paragraph (a) is also subject to the requirement that no employee shall be regularly scheduled for more than twelve (12) hours per day.

(d) Additional pass days shall not be granted if an employee works on a pass day or a holiday and is compensated accordingly.

Section 5. Lunch Periods and Rest Breaks. Members of the bargaining unit shall receive two (2) fifteen-minute paid rest breaks and a thirty-minute paid lunch period during each scheduled workday subject to the provisions of (4)(a) (1). The Employer and the employee both recognize that due to the responsibilities of the assignment, it is not always possible to take the rest breaks and lunch period at a convenient or set time. However, members are encouraged to take their rest breaks and lunch periods when



possible. If an employee's lunch break is interrupted, he may have a rest break later in the day to make up the interrupted lunch period.

Employees will take their rest breaks and lunch periods in the employees' assigned work area. Rest breaks and lunch periods not taken will not accumulate.

Section 6. Overtime. An employee covered by this Agreement who is required by the Department to work time in excess of his regular scheduled hours in any scheduled pay period shall receive additional pay at the rate of time and one-half (1 1/2) his hourly rate (salary divided by 2080 hours) for all such hours.

(a) Nothing herein shall prohibit the employee from electing to accept compensatory time off in lieu of overtime pay which is also earned at one and one half times the hours worked.

(b) Such compensatory time must be taken in at least one half (1/2) hour increments at a time mutually agreeable to the Employer and the employee.

(c) Such compensatory time may be accumulated to a maximum of one hundred sixty hours (160). Accumulated compensatory time may be paid to an employee, minimum of twenty (20) hours, upon written request by the employee, up to a maximum payout of eighty (80) hours once each calendar year. Accumulated compensatory time must be used prior to separation to allow for a maximum payout of no more than eighty (80) hours.

(d) The Employer shall post and maintain an Overtime Equalization list for all scheduled overtime. Overtime will be considered to be scheduled if it is scheduled at least twenty-four (24) hours prior to the start of the employee's regularly scheduled shift.

Section 7. Pyramiding of Overtime. Overtime shall not be pyramided.

Section 8. Temporary and Special Assignments.

(a) Temporary Assignments. If an employee is temporarily assigned to fill a vacant supervisory position, by being given at least 24 hours advance notice, the employee will be paid at the level of the supervisor's pay scale that represents at least a five percent (5%) increase over their current pay scale for all assigned hours worked. The Employer shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When the vacant supervisory position is no longer temporary, but permanent, the Employer shall follow the Rules and Regulations currently used by the Central Dispatch Department to fill the permanent vacancy.

(b) Training Assignment. Any employee who has been designated by the department as a trainer and is actively training a probationary employee shall receive an additional compensation equivalent to three quarters (3/4) hour pay per shift for each shift assigned to that duty.

Section 9. Court Time. Any employee of the bargaining unit who is required to attend court or appear before a Commission during off duty time, which results in them working in excess of the regular workday or in excess of eighty (80) hours in a bi-weekly pay period, will be considered on duty and will be paid overtime under the following circumstances.

(a) In criminal cases arising out of the employee's official performance, where the employee is not a defendant.

(b) In civil cases related to the employee's official performance where the employee is not the plaintiff and has received a valid subpoena or has been instructed by the Employer to appear. In such cases, and also when attending civil court as a part of a regularly scheduled duty shift, all available fees shall be accepted by the employee and turned over to the Employer. An employee of the bargaining unit who is required to attend court as described above, while on duty, will attend court in a regular duty status.

Section 10. Changes in Workweek/Workday. All changes, pursuant to Section 1(c) in the workweek or workday or any change involving a combination of the length of workday or workweek will be discussed with the Lodge before the change is implemented.

Section 11. Call Back. If an employee is called back to work (including Court Time) during scheduled off duty time, he will be compensated for a minimum of two (2) hours at the appli-

cable rate unless such call back shall extend past two (2) hours in which case he shall be paid for all hours or portion thereof worked. Provisions of this section are not applicable when call back works into the start of an employee's regular shift. In this case, overtime will be paid.

Section 12. Authorization of Overtime/Call Back. Overtime and call back must be authorized by the Employer or its designated representatives before it will be paid.

Section 13. Layoff in Lieu of Reduced Hours. An average of forty (40) hours of work per week shall be maintained if possible. If necessary, junior employees will be laid off so that senior employees may maintain an average of forty (40) hours of work per week unless agreement to the contrary is reached by a special conference, which may be initiated by either party.

## ARTICLE 9

### SENIORITY

#### Section 1. Definition.

(a) County Seniority. County seniority is defined as continuous length of service with the Employer from date of last hire. It shall be equal to the time actually spent on the active payroll, plus approved leaves of absence unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the expiration of his probationary period, at which time his name will be placed on the seniority list as of his last date of hire as a full-time employee of the Department. County seniority shall be used for determining vaca-

tion leave accrual, longevity, and pension credits.

(b) Departmental Seniority. Departmental seniority shall be defined as continuous length of service within the bargaining unit. It shall equal the time actually spent in the bargaining unit on the active payroll, plus approved leaves of absence, unless otherwise provided in this agreement.

Section 2. Seniority List. A seniority list shall be prepared and a copy posted on the bulletin board. It shall be revised and kept current by the Employer.

Section 3. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge for cause.
- (b) Failure to return to work upon recall from a layoff.
- (c) Failure to return to work at the expiration of a leave of absence.
- (d) Laid off for more than two (2) years or the length of his seniority, whichever is less.
- (e) Retirement.

The seniority of an employee that has been lost under the above provisions may be restored in full or in part by mutual agreement between the Employer, the employee, and the Lodge.

Section 4. Probationary Employees. All new employees and current employees that have been hired into a new classification shall be on probation for one year. During this period an employee shall be considered as a temporary employee for the purposes of probation.

Until a new employee has completed the probationary period described herein, he may be laid off, disciplined, or discharged without regard to this Agreement and without recourse to the Grievance Procedure. The Employer shall have no obligation to re-employ an employee who is laid off or discharged during his probationary period. However, the Lodge will represent such employees for the purpose of collective bargaining in respect to their rates of pay, hours and other conditions of employment.

Section 5. Seniority Employees Promoted Outside the Bargaining Unit. If an employee is promoted outside this bargaining unit and returns, after continuous service in Central Dispatch, the employee shall only retain his seniority previously earned in this bargaining unit.

Section 6. Same Seniority Date. As between two (2) or more employees who have the same date of departmental seniority, the employee with the longer County seniority shall be deemed senior. If both departmental seniority and County seniority are the same, then seniority shall be determined by the drawing of names.



## ARTICLE 10

### UNPAID LEAVES OF ABSENCE AND SICK PAY

Section 1. Good Cause. Leaves of absence may be granted by the Employer for good cause, during which the employee shall continue to accumulate seniority.

Section 2. Military Leave of Absence. Application for military service leave of absence shall be made to the Central Dispatch Director in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employees departure. The Employer and the Lodge agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States and of his re-instatement thereafter shall be governed by applicable statutes. An employee in military service shall retain any unused sick leave or vacation time accrued and rights under such provisions shall be governed by applicable Federal and State Law.

Section 3. Other Leaves. Leaves for sickness, disability, or injury of an employee other than those governed by Workers' Compensation or covered under the Employer's sickness and accident program may be granted upon receipt of notice by the Employer and will be for a fixed period with the obligation on the employee to report any change of conditions or request a continuation.

Employees requesting such leave, or continuation of same, within reasonable limits may be requested to present a supporting

certificate from a Physician. An employee returning from such leave may be required to pass a physical examination given by a Physician approved by the Employer.

Section 4. Sick Pay.

(a) Employees Hired After January 1, 1990. All full-time unit employees shall be eligible to accumulate sick leave hours at the rate of 3.0 hours per pay period. Paid sick leave may be accumulated to a maximum of five hundred (500) hours with no annual payout.

Any employee who retires and is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System shall be paid for only fifty percent (50%) of their accumulated sick leave hours with the amount of pay for each such hour being based upon his/her most recent rate, or an average of his/her recent five (5) years' pay rate, whichever is higher.

(b) Any employee that leaves or quits the department without giving at least two (2) weeks written notice forfeits any and all accumulated sick leave and will not be eligible to receive compensation therefore.

(c) Critical Illness in Family. It is understood that accumulated sick leave may be used in cases of critical illness in an employee's immediate family for a period of three (3) days or less. "Immediate Family" is defined as the spouse, child, brother, sister, parents or grandparents of the employee or the employee's spouse. An employee who uses sick leave days for any such critical illness shall notify the Employer in advance of

taking such leave and shall upon request furnish reasonable proof of the necessity of such leave.

(d) Sick leave shall not run concurrently with vacation leave and no sick leave shall be taken as vacation leave.

(e) It is clearly understood that sick leave days are meant to compensate employees who are off work because of a bona fide illness or a bona fide critical illness in the immediate family. The Employer shall not be required to pay sick pay benefits to employees who violate this understanding and such employees will be disciplined up to and including discharge.

(f) Except as provided otherwise in this Article, an employee excused from work under this Article shall receive sick pay for the number of regularly scheduled hours per day according to the work schedule the employee is assigned to at the time the sick day is used. Sick time shall not be used in less than one half (1/2) hour increments.

(g) The Employer may require verification, including a Physician's certificate to verify the necessity of sick leave and/or to verify that an employee is able to return to work.

Section 5. Leave for State Fraternal Order of Police Meetings. Employees who want to attend meetings of the State Fraternal Order of Police shall be allowed time off without pay to attend such meetings, subject to the following guidelines:

(a) Only one (1) employee may be gone at any one time.

(b) No employee may be gone more than three (3) days in any calendar year, and

(c) The combined total of all leave days for all employees shall not exceed six (6) days per calendar year.

Section 6. Family and Medical Leave. The Family and Medical Leave Act requires those Employers with 50 or more employees to allow employees to take an unpaid leave of absence for up to 12 weeks per calendar year. The leave may be taken for the birth of a child, placement of a foster care child in the employee's home, adoption of a child or to care for a seriously ill immediate family member. Immediate family members include child, spouse or parents.

The employee must have worked the 12 months prior to the request for unpaid leave and must have worked at least 1250 hours in that 12 month period to qualify for this unpaid leave of absence. The employee is required to give a 30 day notice of their intent to use the leave, whenever foreseeable. The proper forms may be obtained from the Employer. In the event that the leave is being requested for the care of an immediate family member, it will be required to have a physician's statement certifying the necessity for such leave. In the event that the leave is for the birth of a child, any time off under the County's Short Term Disability Plan is included as part of the 12 weeks allowed under the Family and Medical Leave Act.

Although the law indicates that an employee is entitled to a 12 week unpaid leave of absence, the County has the right to, and may require its employees to use their accumulated sick leave (where applicable) or annual leave. However, this does not extend the leave beyond the 12 weeks.

The Employer is also required to continue all health insurances as though an employee is actively working for a maximum of 12 weeks. However, the Employer does have the right to collect premiums for the health insurances in the event an employee does not return to work at the end of their 12 week leave, unless medically not able to return.

#### ARTICLE 11

##### BEREAVEMENT PAY

Section 1. Immediate Family. When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, child or step-child, brother or sister, the employee on request shall be excused for up to three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral.

Step-parents, step-brothers, step-sisters, half brothers and half sisters shall also be included above if the relationship began before the employee reached his 21st birthday.

Section 2. Grandchild/Grandparent. An employee who is absent from work due to the death of a grandchild or grandparent shall receive one (1) day of paid funeral leave for the date of the funeral.

Section 3. Compensation. An employee excused from work under this Article shall receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work for which he is excused.

Section 4. Intent. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family (as defined in this Article). Time off will be granted only when it is consistent with this purpose.

Section 5. Additional Time. Additional bereavement leave may be granted either without pay, or with pay deductible from any accumulated leave time for good cause shown.

## ARTICLE 12

### HOLIDAY PAY

Section 1. Recognized Holidays. The following days shall be considered Holidays for the purpose of this Agreement:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Easter	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

Section 2. Ten Hour Schedule/Twelve Hour Schedule. Employees covered by this Agreement scheduled pursuant to Article 8, Section 4(a) (2) and 4(a)(3) shall receive two (2) times his

regular pay for all hours worked on the above holidays if they are required to work, and in fact do work, on such holiday.

Section 3. Five and Two Schedule. Employees covered by this Agreement scheduled pursuant to Article 8, Section 4(a) (1) shall receive holiday compensation for the above holidays according to the following:

(a) If an employee is scheduled to work on one of the holidays listed above, the Employer reserves the right to give the employee the day off with pay in lieu of any other pay for this day.

(b) If an employee is scheduled to work on one of the holidays listed above, and in fact does work on one of the holidays listed above, he shall receive two (2) times his regular pay for all hours worked on the holiday.

(c) If an employee does not work on a holiday because the holiday falls on a pass day, he shall receive a compensatory day off at a time mutually convenient to both the employee and the Employer.

(d) If an employee is not scheduled to work on a holiday because the holiday falls on a pass day, but is required to work or is called in to work he shall receive time and one half (1 1/2) for working overtime on his pass day and shall receive a compensatory day off at a time mutually convenient to both the employee and the Employer.

Section 4. Pro-ration. Holiday pay shall be pro-rated to those employees only working part of the holiday for that part worked.



Section 5. Eligibility. In order to qualify for such holiday pay, each employee must work the full number of scheduled work hours on his last scheduled workday prior to each such holiday and the full number of scheduled work hours on his first scheduled workday after each such holiday.

An employee who fails to work the full number of hours on the first scheduled workday prior to or immediately after the holiday because of approved, paid for leave such as sick leave, vacation leave, funeral leave, etc. shall receive holiday pay.

The requirement that employees work the day before and the day after the holiday may be waived by the Employer in its discretion providing that the employee must receive written permission to be absent prior to the holiday in order to be eligible for holiday pay.

Section 6. Day of Celebration. The above holidays shall be observed on the same days as the Courthouse by employees scheduled to work according to Article 8, Section 4(a) (1).

The above holidays shall be observed on their traditional date of celebration by employees scheduled to work according to Article 8, Section 4(a) (2) and (3).

Section 7. Scheduled But Fails To Work. If an employee is scheduled to work on a holiday but fails to report for work, he shall forfeit his holiday pay.

### ARTICLE 13

#### PERSONAL LEAVE DAYS

Section 1. Number. All employees who have completed their

probationary period shall be eligible for three (3) personal leave days per calendar year. If an employee becomes eligible for personal leave days in the first half (1/2) of the calendar year, he shall receive three (3) days in that year. If an employee becomes eligible for personal leave days in the second half (1/2) of the calendar year, he shall receive one (1) day in that year, and three days thereafter for each subsequent year.

Section 2. Advance Notice. An employee must request a personal leave day at least one week in advance except in emergencies and, if the needs of the Employer will permit, it shall be granted on a first request basis. If the needs of the Employer do not permit it, the employee shall select another day.

Section 3. Lose If Not Used. Personal leave days may not be carried over to subsequent years. Unused personal leave days in the year in which employment terminates shall automatically lapse.

#### ARTICLE 14

#### VACATIONS

Section 1. Hours Earned Each Payroll Period. Employees shall earn vacation with pay in accordance with the following schedule:

<u>Continuous Service</u>	<u>Hours Earned Each Payroll Period</u> <u>(80 hours of paid service)</u>
0 through 4 years	3.1 hours = 2 weeks/year = 80 hours/year
5 through 9 years	4.6 hours = 3 weeks/year = 120 hours/year
10 or more years	6.2 hours = 4 weeks/year = 160 hours/year

After an employee has completed four (4) years of employment, at the beginning of his fifth (5th) year, he will accrue 4.6 hours per pay period. When an employee has completed nine (9) years of employment, at the beginning of his tenth (10th) year he will accrue 6.2 hours per pay period.

Vacation leave may not be used until the employee has completed six (6) months of continuous paid service with the Employer.

Vacation leave may be used only after the pay period in which it is earned.

Section 2. Computation of Vacation Pay. Vacation pay shall be computed on the basis of the employee's current straight time rate at the time the vacation is taken.

Section 3. Maximum Accumulation/Separation. Vacation credits may be accumulated to a maximum of one hundred and sixty (160) hours. Upon retirement or separation from employment with the Department, an employee who has completed six (6) months of continuous employment shall be paid for their unused vacation hours, with the amount of pay for each such hour being based on his most recent rate, or an average of his most recent five (5) years pay rate, whichever is higher, up to a maximum payout of no more than one hundred and sixty (160) hours.

Section 4. Scheduling. Vacations will be scheduled by the Employer at mutually convenient times subject to the need for having particular employees on particular jobs at particular times. Departmental seniority will be honored, to the extent

possible, in meeting employee requirements for particular vacation periods, but departmental seniority shall defer, when necessary, to the Employer's needs. It is expressly understood that employees with more than two (2) weeks of vacation credits may be required to postpone the taking of more than two (2) weeks until other vacation requests are satisfied. Scheduling shall be arranged on or before a vacation posting date to be mutually determined by the parties.

Section 5. Method of Taking.

(a) Vacation hours shall be paid time off and vacation shall be taken in a minimum of one half (1/2) hour increments.

(b) If an employee schedules a vacation week, and one of those vacation days falls on a holiday, the employee shall be allowed to take the single day off at a later date. Such days must be scheduled with prior approval of the Employer.

(c) Employees may select up to two weeks of vacation, in calendar week increments, before requests for individual days or individual hours off are approved. No employee may "bump" a less senior employee's week of vacation when taking individual days or hours off.

ARTICLE 15

INSURANCE AND PENSION BENEFITS

Section 1. Health Insurance - Current Employees.

(a) Coverage. The Employer shall continue to provide health insurance for each employee and his family. Coverage for

eligible employees shall begin on the first day of the month following thirty (30) days of employment.

All eligible permanent full time employees shall be covered by the Blue Cross/Blue Shield Insurance Plan Master Medical, Option I, 80/20 Co-Pay. This Blue Cross/Blue Shield Insurance Plan shall include a \$3.00 Prescription Rider, a Predetermination Program, and a Mandatory Second Opinion Program. Effective June 1, 1995 the Prescription Rider shall be increased to \$5.00.

Any employee at their option, may enroll in Blue Care Network of Mid-Michigan instead of Blue Cross. The coverage provided by Blue Care Network of Mid-Michigan will be comparable to that provided by Blue Cross. The County will be responsible for paying the premium cost of the comparable coverage as long as it does not exceed that of the Blue Cross/Blue Shield Insurance Plan. In the event it does, the employee will be responsible for paying the difference through payroll deduction. The Employer will make Physician's Health Plan (PHP) coverage available to employees in the bargaining unit on the same basis and terms as Blue Care Network of Mid-Michigan referred to above.

(b) Payment in Lieu of Coverage. All eligible permanent full-time employees as of September 1 of any year, excluding anyone whose status as an employee has ended prior to that date, who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year.

A waiver agreement drafted by the County shall be executed by the employee. In the event the employee elects to forego health insurance, the County shall pay an amount up to one thousand dollars (\$1,000.00) into a deferred compensation plan as selected by the employee or directly to the employee as taxable compensation. The payment shall be made on an annual basis, on the first payday of September. An employee is eligible for full payment if they have been eligible for County paid health insurance for the prior twelve (12) month period or a pro-rated payment if they have been eligible for less than the full twelve (12) month period.

In the event a husband and wife are both employees of the County, or any of the Courts of Eaton County, the payment provisions in lieu of health insurance coverage as stated in the above paragraph shall apply. As long as there is a savings to the County in premium costs, a married couple can elect to have two County paid single subscriber coverages and still be eligible for the payment in lieu of health insurance (five hundred dollars (\$500.00) each).

An employee losing health insurance coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The employee shall be paid a pro-rated payment. Said payment shall be based on the

number of months of full time service credited to an employee from the preceding September 1.

Employees eligible for payment in lieu of health insurance and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on the number of months of full-time service credited to an employee from the preceding September 1.

An employee who obtains health insurance coverage from another source, and elects not to be covered by the County's health insurance shall be paid a pro-rated payment. Said payment shall be based on the number of months of full time service credited to an employee from the time they obtained the alternate coverage until September 1.

Section 2. Health Insurance - Retirees.

(a) Eligibility. The Employer agrees to provide the same health insurance coverage referred to in Section 1 of this Article for all eligible employees with the Employer paying the appropriate hospitalization health insurance premiums. Retirees are required to apply for Medicare (Parts A and B) when they are eligible to do so. An eligible employee is one who:

1. Has twenty-five (25) years of service under the Municipal Employees Retirement System (MERS), is at least fifty-five (55) years of age, and has not had any lapse in group health coverage, or



2. Is retired due to duty disability as determined by MERS, or

3. Is an employee who retires with twenty-five (25) years of service and has not attained the age of fifty-five (55) and who maintains group health coverage. When said employee reaches age fifty-five (55), he becomes eligible for the Employer's paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement. It is the expressed intent of the parties that years of service (25 years of service) be rewarded.

(b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing group health coverage, which is available at no cost and is equal to or better than the coverage provided by the Employer, he must secure coverage from that group. The retiree may then return to the Employer's group health coverage upon his separation from the other Employer or if the group health coverage with the other Employer does not continue to be available at no cost or be equal to or better than the coverage provided by the Employer.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has group health insurance coverage from another source which is available at no cost and is equal to or

better than the coverage provided by the Employer must secure coverage for the spouse from that group. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be equal to or better than the coverage provided by the Employer.

(d) Spouse Coverage. An eligible employee may include health insurance coverage for his spouse under the following conditions:

1. From the date of the employee's retirement up until the annual open enrollment period for Blue Cross/Blue Shield, the Employer will pay 50% of the premium difference required to include the spouse with the employee paying the remaining 50% of the premium difference.

2. For the next twelve month period, the Employer will pay for 60% of the premium difference required to include the spouse with the employee paying the remaining 40% of the premium difference.

3. For the next twelve month period the Employer will be responsible for paying 70% of the premium difference required to include the spouse with the employee paying the remaining 30% of the premium difference.

4. For the next twelve month period the Employer will be responsible for paying 80% of the premium difference to

include the spouse with the employee paying the remaining 20% of the premium difference.

5. For the next twelve month period the Employer will pay 90% of the premium difference required to include the spouse with the employee paying 10% of the premium difference.

6. The Employer will be responsible for the entire premium payments made thereafter. An employee whose spouse is not immediately covered from the date of the employee's retirement because of alternate coverage as specified in (c) above, and who subsequently becomes eligible shall enter the Employer's payment schedule based on the date of the employee's retirement.

In the event of the employee's death, the spouse (at the time of retirement) may continue coverage as described in this Section at the Employer's expense.

If an employee acquires a spouse after the effective date of retirement, this spouse may secure County health insurance coverage at the employee's expense. It is the intent of the parties that this option apply only to the first new spouse after retirement.

(e) Continuation of Employer's Group Health Coverage.

Any employee who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits under MERS or (2) is retired due to non-duty disability as determined by MERS may remain on the

Employer's health insurance plan by paying the full amount of the premium on a pre-paid quarterly basis. Procedure for such payment will be established by the Employer.

Section 3. Increased Premiums. Insurance premium increases during the life of this Agreement shall be paid by the Employer.

Section 4. Dental Insurance. All regular full time employees and their families are covered by a dental plan. Coverage for eligible employees will begin on the first day of the month following 30 days of continuous employment. Basic Dental Services (Class I) and Prosthodontic Dental Services (Class II) will be provided with the Plan paying 50% of claims up to a maximum of \$600 per covered person per year. The County shall pay the entire premium costs for this benefit.

Section 5. Accident and Sickness Benefits.

The weekly accident and sickness benefit will be two-thirds (2/3) of salary to a maximum of Three Hundred and Ten (\$310) dollars for twenty-six (26) weeks maximum--first (1st) day accident, eighth (8th) day sickness. Increases (not reductions) of the weekly maximum benefit approved in the County Plan shall be applicable to the members of this Bargaining Unit. Any employee shall have the option of using accumulated leave time to supplement the accident and sickness benefit up to his regular salary. When an employee is off on a short term sickness and accident leave and the leave includes a holiday, the employee shall not be charged with accumulated leave if they have been

continuously supplementing the necessary hours to make up full days since the start of their disability.

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as any other disability under this plan. In order to continue to receive disability payments for more than 6 weeks, a doctor's excuse must be provided which indicates the necessity for a longer recovery time.

The Employer shall continue to pay the full cost of life, sickness, dental and health insurance premiums for the length of the disability.

Section 6. Life Insurance and Accidental Death and Dismemberment Coverage. The life insurance policy shall be Ten Thousand Dollars (\$10,000) for each employee eligible for insurance. Employees are also eligible for Fifteen Thousand Dollars (\$15,000) of accidental death and dismemberment coverage. The Employer shall pay the full cost of both of these coverages for all full-time employees who have completed one (1) month of employment.

Section 7. Insurance Premiums/Unpaid Status. An employee on an unpaid sick leave of sixty (60) calendar days or more, or an employee on layoff of thirty (30) calendar days or more, or off work and entitled to Workers' Compensation for twenty-six (26) weeks or more, shall pay full cost of life, sickness, dental and health insurance premiums. An insurance notice will be attached

to the sick leave of absence form.

Section 8. Insurance Coverage Changes. If an employee wishes to make any change to their health insurance coverage such as an address change, addition of a dependent, deletion of a dependent, etc. the Employer must be notified, in writing within three (3) weeks of the occurrence. If the notice of the addition of dependents is not made within the three (3) week period, the addition will not be able to be effective until the next open enrollment period, which is September 1 of every year.

Section 9. Specimen Insurance Contracts. Specimen insurance contracts, including eligibility requirements and benefit schedules are available for inspection on request.

Section 10. Workers' Compensation Supplement. When an employee is off work and entitled to workers' compensation payments, the County will provide the difference in pay between an employees regular pay and the workers' compensation benefit for a period not to exceed one year.

Section 11. Pension.

(a) Continuation of the Municipal Employees' Retirement System (MERS). The Employer agrees to continue to apply the Municipal Employees' Retirement System (MERS) to employees in the bargaining unit represented by the Lodge for the duration of this agreement as set forth in the plan, the terms and conditions of

which are binding on the parties as though fully set forth herein, with the same benefits as presently in effect.

(b) Employees Contribution. The employees' current contribution rate to their Retirement Plan is 3.5%.

Effective with the first full pay period of the second quarter in 1995, (as determined by MERS) the employees contribution rate to their Retirement Plan shall be increased to 5.8% for the Benefit Program E-2 as described below.

Effective with the first full pay in 1997, (as determined by MERS), the employees' contribution rate to their Retirement Plan shall be increased to 7.4% for the Benefit Program B-4 and the Benefit Program F50/25 as described below.

(c) Benefit Programs B-3, E-2, and B-4. The present plan for all unit employees is Benefit Program B-3, (credited service at time of termination of employment multiplied by 2.25% of final average compensation, to a maximum of 80% of final average compensation.

Effective at the beginning of the second quarter in 1995 (as determined by MERS), the retirement plan for all unit employees shall include Benefit Program E-2. The employee computed contribution rate to support Benefit Program E-2 is 2.3% as evidenced by the valuation and letter dated April 18, 1994 from Gabriel, Roeder, Smith and Company.



Effective at the beginning of the first quarter in 1997 (as determined by MERS), the retirement plan for all unit employees shall be Benefit Program B-4 (credit service at time of termination of employment multiplied by 2.5% of final average compensation, to a maximum of 80% of final average compensation). The employee computed contribution rate to support Benefit Program B-4 is 1.1% as evidenced by the valuation and letter dated April 18, 1994 from Gabriel, Roeder, Smith and Company.

(d) Benefit Program F55/25 and F50/25. The Plan provides for no reduction in Pension for those employees who retire and are less than 60, but at least 55 years of age with 25 years or more of credited service (Benefit Program F55/25).

Effective at the beginning of the first quarter in 1997 (as determined by MERS), the retirement plan shall provide for no reduction in pension for those employees who retire and are less than 60, but at least 50 years of age with 25 years or more of credited service (Benefit Program F50/25). The employee computed contribution rate to support Benefit Program F50/25 is .5% as evidenced by the valuation and letter dated April 18, 1994 from Gabriel, Roeder, Smith and Company.

(e) No matter respecting the Pension Plan shall be subject to the Grievance Procedure of this Agreement.

Section 12. Right to Change Carriers. The Employer reserves the right to change insurance carriers, provided that equivalent benefits will be provided to the employees.

Section 13. False Arrest & Liability Insurance. The Employer shall provide liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000) combined with single limit with an excess insurance limit of liability of One Million Dollars (\$1,000,000) against liability for acts of an employee while he is acting within the scope of his authority. A copy of the policy will be furnished to the Lodge Bargaining Committee upon request.

The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is acting within the scope of his authority; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 14. Deferred Compensation Plan. The employees are eligible for a group deferred compensation plan provided by the Employer. There are two open enrollment periods each year, those being March and September.

## ARTICLE 16

### EQUIPMENT

Section 1. Equipment and Benefit Committee. The Employer will establish an Equipment and Benefit Committee composed of the Central Dispatch Director (or his representative) and two (2) members of the Board of Commissioners. The President of the Lodge also shall be a member, but without a vote. The Committee shall

meet from time to time or when called by either party for the purpose of reviewing matters concerning adequacy of equipment and/or benefits of the Central Dispatch Department. The Committee shall report to the Board of Commissioners its determinations and recommendations.

Section 2. Reporting Defects of Equipment. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to use equipment until same has been approved as being safe by the Central Dispatch Director or his representative.

Section 3. Reimbursement of Personal Property in the Line of Duty. The Employer agrees to financially compensate an employee for loss of, or damage to, certain personal property in the line of duty, where such personal property is determined to be necessary to the performance of the employee's duties. Requests for reimbursement shall be submitted to the Central Dispatch Director in writing, accompanied by proper documentation. Properly documented requests for reimbursement involving eyeglasses, and watches (under \$50.00), will automatically be honored. Other personal property claims will be reviewed by the Central Dispatch Director, and will be paid, negotiated, or denied, on the basis of reasonableness.

ARTICLE 17

LONGEVITY PAY

Section 1. Schedule. All regular full-time employees as of December 1, of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Benefit</u>
At least 5 years but less than 10 years	\$200
At least 10 years but less than 15 years	\$500
At least 15 years but less than 20 years	\$800
20 years or more	\$1,100

Section 2. Payments Made. Longevity payments shall be made on the first pay day in December.

Section 3. Pro-Rated Longevity Payment. Longevity pay shall be pro-rated depending on the number of months in the year during which an employee has been in each category (e.g., an employee hired on September 1 shall receive \$50 {3/12 of \$200} in the December following the completion of his fourth year of service, and \$275 {\$200 + 3/12 of the \$300 difference between annual benefits} in the December following the completion of his ninth year of service, etc.).

Section 4. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis

shall be paid a pro-rated payment. Said payment shall be based on the number of calendar years and months of full-time service credited to an employee from the preceding December 1.

#### ARTICLE 18

##### BULLETIN BOARD

Section 1. Bulletin Board Space Provided. The Employer shall provide bulletin board space which may be used by the Lodge for posting notices relating to Lodge affairs. This space shall be in the office in Charlotte. All notices posted by the Lodge shall be posted in all such offices where employee members report for work.

Section 2. Copies Provided to Employer. The Lodge shall have all notices posted on the Bulletin Board signed by a Lodge Officer or Steward, and provide the Employer a copy prior to posting. Nothing shall be posted which is defamatory or impairs the operation of the Department or which constitutes partisan political campaign material.

#### ARTICLE 19

##### STRIKES AND ILLEGAL ACTIVITY

Section 1. No Strike Pledge. Neither the Lodge nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner

with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 2. Disciplinary Action. The Employer retains the right to reprimand, suspend, demote, or discharge employees engaging in a strike. Such disciplinary action on the part of the Employer shall not be construed as a violation by the Employer of any provision in this Agreement.

Section 3. No Lock Out. The Employer agrees not to lock out its employees.

## ARTICLE 20

### SEVERABILITY PROVISION

Section 1. Savings Clause. Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation or by a decree by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

Section 2. Negotiations. The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any part hereof contained which has been declared illegal as referred to in Section 1.

ARTICLE 21

WRITTEN AGREEMENTS

There are no understandings or agreements or past practices which are binding either upon the Employer or the Lodge other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Lodge until it has been reduced to writing and signed by both the Employer and the Lodge.

ARTICLE 22

COMPLETE AGREEMENT

It is hereby agreed that this Agreement is the complete understanding between the parties. Any subject whether discussed during negotiations or not shall not be negotiated during the life of this Agreement, except by mutual agreement by the Employer and the Lodge.

ARTICLE 23

MISCELLANEOUS

Section 1. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make a reasonable effort to place the employee in a position either in or out of the bargaining unit that he is physically and mentally able to perform.

Section 2. Special Conferences. Special conferences for



important matters, including safety, will be arranged between the Lodge and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between one (1) or more representatives of the Employer and one (1) or more representatives of the Lodge. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a weekday.

Section 3. Equality of Treatment. It is agreed by the Employer and the Lodge that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Lodge and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Employer in all phases of the employment process.

Section 4. Non-discrimination. The Employer and the Lodge both recognize their responsibilities under federal and state laws pertaining to fair employment practices as well as civil rights. Accordingly, both parties agree that they will not discriminate

against any person or persons on the basis of race, creed, color, religion, sex, age, national origin, height, weight, or handicap as required by law.

Section 5. Headings. Any headings used in this Agreement are for description purposes only and neither add to nor subtract from the language of the Article or Sections they head.

Section 6. Department Vacancies. All vacancies shall be posted at the Department. All employees shall have the opportunity to apply and be considered for any vacancy.

#### ARTICLE 24

##### LODGE REPRESENTATION

Section 1. Representation. Employees shall be represented by Division Officers, a President and/or two Alternate Stewards. At the direction of the Division President, an Alternate Steward shall represent the employees.

Section 2. General Rules. The authority of the Lodge Division President, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Central Dispatch Director, or immediate supervisor, in their absence to do so. The Central Dispatch Director shall grant permission within a reasonable time, after the first hour of the shift, for such Lodge Division President to leave his work for these purposes subject to overriding work consideration.

The privilege of such Lodge Division President leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The Lodge Division President may be required to record time spent. The Lodge Division President will perform their regular duties in addition to the handling of grievances as provided herein.

Section 3. Notice to the Employer. The Lodge will furnish the Employer with the names of its Lodge Division President, Alternate Stewards and Officers who are employed within the unit and the changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Lodge with which it may be dealing.

#### ARTICLE 25

##### GENDER

The use of the male gender herein shall include the female and vice versa.

#### ARTICLE 26

##### JURY DUTY LEAVE

Employees required to appear for jury qualification or jury service and who have been notified of such subsequent to their hire date shall be granted leave with regular pay; however, any

money earned as a juror, except the money received for mileage and meals, shall be turned over to the Employer. Such hours shall not be counted for computing overtime or other premium pay. To qualify for jury duty pay, an employee must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon his release from jury service each day.

#### ARTICLE 27

##### USE OF PERSONAL VEHICLES

Section 1. Mileage Allowance. Employees who are authorized to use their own personal automobile in the performance of their duties shall receive mileage reimbursement based on the most current available rate, and any updates thereof, set by the Internal Revenue Service. The Employer reserves the right to require an employee to use a County vehicle, if available. Nothing in this Section prohibits the Employer from permitting an employee to utilize his own vehicle without reimbursement where it is the employee's preference to do so.

Section 2. Mileage for Court Duty. Mileage for Court Duty shall not include the round trip distance the employee regularly drives from his home to his work site and back home again.

#### ARTICLE 28

##### LAYOFF AND RECALL

Section 1. Definition of Layoff. The Employer may layoff employees by classification whenever he deems such action to be

necessary, by reason of lack of funds, lack of work, the abolition of the position, material change in the Department organization, or for other legitimate reasons which are outside the Employer's control and which do not reflect discredit upon the services of the employee.

Section 2. Layoff Procedure. Whenever a reduction in the work force occurs, the following procedure shall be utilized.

The first employees to be laid off within the bargaining unit, as determined by the Central Dispatch Director, and in the order stated, shall be: part-time and then probationary employees.

Thereafter, the first employees to be laid off shall be those employees with the least amount of departmental seniority, provided, however, the senior employees retained are able to perform the remaining required work.

Section 3. Replacement of Bargaining Unit Employees. It is not the intent of the Employer to replace laid off bargaining unit employees with supervisory personnel, but rather to use the layoff procedure described herein as deemed appropriate by the Employer.

Section 4. Notice of Layoff. The Employer shall give written notice to the employee(s) and Lodge of any proposed layoff. Such notice shall be submitted at least two (2) calendar weeks before the effective dates thereof.

In the event that the Employer deems it necessary to lay off three (3) or more bargaining unit employees at one time, the Employer and the Lodge agree to meet within forty-eight (48) hours after receipt of notice by the Lodge from the Employer to discuss alternatives to layoff.

Section 5. 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 the last known address by registered mail or certified mail. If an employee fails to report for work within one (1) week from date of receipt of notice of recall, he shall be considered to have quit. It shall be the responsibility of the employee to make the Employer aware of their current address.

Section 6. Voluntary Layoffs.

(a) In the event of layoffs, the Employer may post the anticipated duration and number of employees to be subject to layoff for the purpose of determining whether any employees in the bargaining unit desire to participate in a voluntary layoff by signing the posting. In the event the number of employees indicating a willingness to participate in a voluntary layoff exceeds the number of positions subject to layoff, the Employer shall grant the requests on the basis of departmental seniority; affording to the most senior employee the first option.

(b) Voluntary layoffs shall be subject to the approval of the Central Dispatch Director or his Designee based on the

operational needs of the Department. An employee(s) who is approved for voluntary layoff shall not be able to exercise the bumping provisions described in this Article, unless the period of layoff exceeds the period described in the posting.

(c) The Employer retains the right to call the voluntary layoff employee back to work with two (2) weeks notice at any time prior to the expiration of the voluntary layoff, subject to the operational needs of the Department. Such notice shall be sent to the employee at the last known address by registered mail or certified mail. Should the employee decline to return to work, his employment shall be terminated.

(d) If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and, if layoffs are still necessary, they will proceed in the manner outlined above. The voluntary layoff employee subject to recall may notify the Employer at that time that he does not wish to return to work, and will be terminated from employment.

(e) If the Employer does not secure any layoff by voluntary action, or if the number of volunteers for layoff status does not equal the number of positions subject to layoff, the provisions of Section 1, above, will be applicable.

(f) Employees that are placed upon layoff status as volunteers will be subject to the provisions of Article 9,



Sections 1 and 3, regarding seniority, and Article 15, Section 7, regarding insurance.

## ARTICLE 29

### NEW JOB CLASSIFICATION

Section 1. Written Notice to the Lodge. In the event the Employer establishes a new classification which cannot be properly placed in the existing classification and rate structure, the Lodge will be notified in writing.

Section 2. Employer Established Rate. The Employer will, after written notice to the Lodge, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Lodge. During this period, the Lodge may request in writing a meeting with the Employer to review the temporary rate. If a rate cannot be agreed upon, the Lodge can appeal the rate to the Grievance Procedure at Step 3. Such appeal shall preclude submission of a new classification wage rate to arbitration under Public Act 312 or any other statutory procedure.

Section 3. Retroactivity. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE 30

DURATION

Section 1. Length of Contract. This Agreement shall remain in full force and effect until December 31, 1997, at 11:59 p.m. and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing one hundred twenty (120) days prior to the expiration date of this Agreement, or any anniversary thereof.

Section 2. Amendment/Modification. Upon mutual agreement of the parties, this contract may be amended or modified at any time during its term.



IN WITNESS HEREOF, parties hereto have set their hands and seals this 15th day of August, 1995.

CAPITOL CITY LODGE NO. 141 OF THE  
FRATERNAL ORDER OF POLICE,  
EATON COUNTY CENTRAL DISPATCH  
NON-SUPERVISORY UNIT

EATON COUNTY BOARD OF  
COMMISSIONERS

BY

  
\_\_\_\_\_  
Bob Martin  
\_\_\_\_\_

  
\_\_\_\_\_  
Leonard Peters, Chairman  
  
\_\_\_\_\_  
Linda Twitchell, Clerk

APPENDIX A  
CENTRAL DISPATCH DEPARTMENT SALARY SCHEDULE

EFFECTIVE JANUARY 1, 1994

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Dispatcher (12 hour shift)	\$21,714	\$23,338	\$25,126	\$26,100	\$27,073	\$28,541	\$28,975
Dispatcher (8 hour shift)	\$22,257	\$23,921	\$25,754	\$26,753	\$27,750	\$29,255	\$29,699

EFFECTIVE JANUARY 1, 1995

Dispatcher (12 hour shift)	\$22,365	\$24,038	\$25,880	\$26,883	\$27,885	\$29,397	\$29,844
Dispatcher (8 hour shift)	\$22,925	\$24,639	\$26,527	\$27,556	\$28,583	\$30,133	\$30,590

EFFECTIVE JANUARY 1, 1996

Dispatcher (12 hour shift)	\$22,924	\$24,639	\$26,527	\$27,555	\$28,582	\$30,132	\$30,590
Dispatcher (8 hour shift)	\$23,498	\$25,255	\$27,190	\$28,245	\$29,298	\$30,886	\$31,355

EFFECTIVE JANUARY 1, 1997

Dispatcher (12 hour shift)	\$23,612	\$25,378	\$27,323	\$28,382	\$29,439	\$31,036	\$31,508
Dispatcher (8 hour shift)	\$24,203	\$26,013	\$28,006	\$29,092	\$30,177	\$31,813	\$32,296

Placement on the Salary Schedule for new hires is to be determined by the Personnel Committee and the Central Dispatch Director based on previous experience.

The Dispatcher (12 Hour Shift) pay scale reflects a twelve (12) hour shift schedule (forty four (44) hours per week and thirty six (36) hours per week in a two (2) week pay period). Dispatchers working this schedule shall be paid overtime for the hours in excess of forty (40) hours in the forty four (44) hour week based on Employer compensated hours in that period (including holidays, vacation, sick leave, personal leave, and compensatory time).

The Dispatcher (8 Hour Shift) reflects an eight (8) hour shift schedule (forty (40) hours per week and eighty (80) hours in a two (2) week pay period).

#### SETTLEMENT

Wages covered under this Agreement shall be retroactive to January 1, 1994. All other provisions of the contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.

#### APPENDIX B

#### PROMOTION

The following is the procedure for filling permanent vacancies at the Supervisor's level within the Eaton County Central Dispatch Department.

Section 1. Vacancy Posting. The vacancy position will be posted for not less than thirty (30) calendar days in advance of the beginning of the selection process. The vacancy may also be advertised in appropriate media at the discretion of the Central Dispatch Director. The posting shall state what the minimum qualifications are and the deadline for applying. The posting shall provide a description of the subject matters to be considered in the Promotional Process.

Section 2. Eligibility. Must be a Dispatcher and have completed a minimum of three (3) years in the Eaton County Central Dispatch Department as a Dispatcher.

Section 3. Application. Interested persons may apply for the position by submitting a letter of interest and a resume to the Director by the deadline stated in the posting.

Section 4. Written Exam. A written exam shall be given to those qualified candidates who have complied with the application requirements.

1. The written exam shall be developed and administered by an independent testing agency selected by the Director.
2. Based on the highest scores achieved on the written exam, the eight (8) candidates with the highest score will be advanced to the next step of the promotional procedure. A copy of the written exam scores shall be posted with a copy being provided to the Lodge Division President.

Section 5. Oral Board. Those applicants advanced from the written exam shall be evaluated by an Oral Board administered by an independent testing agency selected by the Director. The Oral Boards shall be conducted as soon as possible, but no later than sixty (60) days from the date the results of the written exam are posted. Selection of the Oral Board representatives shall be the responsibility and at the discretion of the Director.

The objective of the Oral Board is to select those applicants who are best qualified, who would be most effective as a Dispatch Supervisor. To arrive at this objective, the following steps will normally be followed during the evaluation of qualified applicants.

1. Each qualified applicant will be given an exercise designed to test the applicant's ability to prioritize and handle problems and activities within a set time frame. The results of this exercise will be used by the Oral Board to measure in part the applicant's job related skills/qualifications.
2. Each qualified applicant will be introduced to the Oral Board, and provided with a brief description of the interview process. Their qualifications as presented in their resume will be reviewed.
3. Each interviewer will direct various questions to each applicant that are common to all of the interviews. Additionally, each interviewer may tailor follow-up questions to each applicant based on the strengths or

weaknesses they perceive in the applicant's exercise results, individual qualifications, or responses to lead questions.

4. Interviewers will base their evaluations on factors such as, but not limited to, those listed below:

- \*Relevance of training, education and experience.

- \*Technical decision making ability.

- \*Supervisory decision making ability.

- \*Management/Leadership abilities.

- \*Oral Communication.

- \*Planning and organization.

- \*Written communications.

5. Following the interview, each interviewer shall individually determine a preliminary rating for each applicant. The Oral Board administrator shall then assist the interviewers in reaching a consensus for each applicant which shall be the final rating.

6. The Director will receive a list containing the names of the applicants with the scores of both the written exams and Oral Board ratings from the independent testing agency. A copy of the combined scores and the rankings based by these scores shall be posted with a copy being provided to the Lodge Division President.



Section 6. Program Weight. Scores will be based upon the Written Exam and the Oral Board as follows:

- (a) Written Exam - Forty percent (40%)
- (b) Oral Board - Sixty percent (60%)

Section 7. Roster. A roster shall be established, which lists the consecutive order, with the Central Dispatch Director having the option to promote a person for each position from the three (3) highest scores consecutively. Ties will be resolved using departmental seniority. Once the top three employees have been promoted, the next three candidates will become eligible.

Section 8. Examination Period. Promotional exams will be given as the need arises except that every time there are promotional exams a two (2) year eligibility roster will be made and any time a promotional opening occurs during this two (2) year period the Central Dispatch Director will choose a person from this roster in accordance with Section 6. Once this roster expires no new roster will be made until the need arises in conjunction with promotional exams.

Section 9. Probation. Commencing with the effective date of the promotion, the promoted employee shall receive the rate of the new rank at the level of the Supervisor's pay scale that represents at least a five percent (5%) increase over his current pay scale. All promoted employees shall be on probation for a period of twelve (12) months immediately following promotion. During such probationary period, the Central Dispatch Director

may, demote the employee to his former rank for just cause or the employee may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank or position without loss of seniority in the former rank or position.

March 2, 1990

Letter of Understanding Concerning the Eaton County Central Dispatch Unit:

1. Article 10. Unpaid Leaves of Absence and Sick Pay.

Section 4. Sick Pay. (a) shall not apply to Debra Martin, Marlene Sargeant, or Veda Woods. Replacement language shall be as follows:

Article 10. Section 4(a). Employees Hired Prior to January 1, 1990.

These employees shall be eligible to accumulate sick leave hours at the rate of 3.0 hours per pay period. Paid sick leave may be accumulated to a maximum of five hundred fifty two (552) hours. Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated for to the employee at their current rate of pay. Such compensation will be made on the first pay in December.

Upon retirement or separation from employment with the Department, a full-time, non-probationary employee shall be paid for only seventy-five percent (75%) of their accumulated sick leave hours with the amount of pay for each such hour being based upon his/her most recent rate, or an average of his/her most recent five (5) years pay rate, whichever is higher.

2. The following language concerning an Educational Bonus shall apply to Debra Martin:

Section 1. Education Bonus. An education bonus for post-high school study will be paid as follows for employees hired prior to January 1, 1982:

(a) An employee with an Associate Degree or the equivalent (65 semester credits or 90 quarter credits) shall be paid four percent (4%) of base pay per year.

(b) An employee with a Bachelor's Degree shall be paid six percent (6%) of base pay per year.

Section 2. Non-Cumulative. The bonuses provided in this Article shall not be cumulative, i.e., if an employee has a Bachelor's Degree and had previously been receiving the four percent (4%) for an Associate Degree, the six percent (6%) bonus shall include the previous four percent (4%) bonus, and shall be computed on the employee' base pay excluding the four percent (4%) bonus.

*R. Wallace*  
*Debra Martin*  
Central Dispatch Unit

*March 6, 1990*  
Date

*L. Peters*  
Leonard Peters, Chairman  
Board of Commissioners  
Eaton County

*March 2, 1990*  
Date