

**LETTER OF UNDERSTANDING**

**ALLEGAN COUNTY -and- GELC (Telecommunicator Supervisor Unit)**

**Change to departmental seniority for PTO and Overtime**

Allegan County ("Employer") and the Governmental Employees Labor Council ("Union") hereby agree as follows:

1. Modify Definitions Page of the CBA by deleting the definition of seniority.
2. Modify Section 8.1 by changing the section by modifying the first sentence to read as follows:  
  

Except for Section 10.9 and Section 16.4 (which use departmental seniority among all employees in the classifications of Telecommunicator and Telecommunicator Supervisor), seniority shall be defined as the length of the Employee's continuous service within the bargaining unit commencing from when he/she became a supervisor.
3. Modify Section 10.9 to read as set forth on the attached pages.
4. Modify Section 16.4 to read as follows:
  - a. Scheduled overtime shall be rotated among all employees in the classifications of Telecommunicator and Telecommunicator Supervisor who are not scheduled to work, commencing first with the employee with the greatest departmental seniority and thereafter working down the departmental seniority list. When an employee signs up for an overtime slot his / her name will be moved to the end of the sign-up rotation.
  - b. Employees may be required to work non-scheduled overtime by the Director. The Employer shall maintain an involuntary overtime list containing the names of all employees in the classifications of Telecommunicator and Telecommunicator Supervisor, listed in order of departmental seniority. Employees may not refuse overtime if contacted and the employee is next on the involuntary overtime list. If unscheduled overtime is needed the Director or designated representative shall start at the top of the list and work down as needed. As soon as an employee has taken their turn at the overtime their name reverts to the bottom of the list.

RCVD COUNTY OF ALLEGAN  
ADMINISTRATIVE DEPARTMENT

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- c. There may be occasions when the director may grant non-scheduled overtime in blocks of up to two (2) hours without following the departmental seniority list "call down" distribution.
- d. Vacation days and regularly scheduled days off (and continuous blocks of such days) that are adjacent to scheduled vacation days will not be subject to involuntary overtime.

ALLEGAN COUNTY

By: Christine Brower Date: 8-11-2006

Its:

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

By: Wm. Lafumee Date: 8-11-06

Its:

Allegan County

By: Sammy Casey Jones Date: 8-21-06

Its: Chairman of the Board of Commissioners

**Section 10.9. Seniority Preference for PTO Requests.** Scheduling of PTO shall be coordinated between the Telecommunicators and Telecommunicator Supervisors based on departmental seniority among all employees in those classifications. Employees may make requests for dates for PTO based on departmental seniority preference for all hours previously accrued and in their available bank twice each year for a six-month period of time (January through June, with bidding in October, and July through December, with bidding in April). The Human Resources Department will provide the Union Steward with a listing of employee PTO balances following the second payroll in January (note that this balance includes the January advance of hours for that year).

Employees may also make requests for dates for PTO based on departmental seniority preference for 50% of the hours they are scheduled to accrue that year as follows:

Accrual Rate	Annualized over 26 pay periods	50% available for PTO requests
1.54	40.04	20.02
3.08	80.08	40.04
3.38	87.88	43.94
3.69	95.94	47.97
4.00	104.00	52.00
4.31	112.06	56.03
4.62	120.12	60.06
4.92	127.92	63.96
5.23	135.98	67.99
5.54	144.04	72.02
5.85	152.10	76.05
6.16	160.16	80.08

The process for the twice-a-year bid for PTO requests shall be as follows:

October 1 – October 14 and April 1 – April 14

Proceeding in order of departmental seniority, employees have two weeks to put their requested PTO on the calendar and submit slips.

October 15 – October 22 and April 15 – April 22

Vacation requests are reviewed and approved or denied (based on departmental seniority) by the Assistant Director or Director.

After October 22 and after April 22

Requests for PTO may be submitted at any time by employees. These requests will be granted on a first-come, first-served basis and are subject to departmental staffing needs.

In the event an employee cancels his or her PTO, among those who wish to reschedule their PTO, preference shall be given in order of departmental seniority. The Employer may exercise the right to allow only one employee to be off on PTO per shift at a time to ensure continuity of operations and public safety.

ORIGINAL

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN  
CENTRAL DISPATCH - APPROVE 2003/2005 TEAMSTER'S LOCAL 214  
(IV)  
(TELECOMMUNICATOR SUPERVISORS) AGREEMENT

BE IT RESOLVED THAT the Allegan County Board of Commissioners hereby approves the labor agreement between Allegan County and Teamster's State, County and Municipal Workers Local No. 214, specifically Telecommunicators Supervisors, for the period January 1, 2003 through December 31, 2005, as attached; and

BE IT FURTHER RESOLVED that the Board Chairman is authorized to sign the Agreement on behalf of the County and the Budget and Finance Director is authorized to make the appropriate budget adjustments from Contingencies for this matter.

Moved by Commissioner Jones, seconded by Commissioner Black that the resolution be adopted as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

ATTEST, A TRUE COPY

*Jayne D. Watts*, Clerk-Register

APPROVED: December 23, 2003

cc: Admin. - Finance - Human Resource - Central Dispatch -  
Teamster's State, County and Municipal Workers Local No.  
214 (thru HR)

Collective Bargaining Agreement  
Between  
The County of Allegan,  
And  
Teamster's Local 214  
Telecommunicator Supervisors  
January 1, 2003  
Thru  
December 31, 2005



## DEFINITIONS

- Days:** Unless specifically indicated, any reference to "days" in this agreement shall be understood to mean "working days." Saturday, Sunday and recognized holidays shall not be considered as working days.
- Employees:** Regular full-time employees:  
Employees normally scheduled on a regular and recurring basis to work forty (40) per week shall be considered regular full-time employees. Such employees shall be considered members of the bargaining unit. The recognized work week for this bargaining unit is at least forty (40) hours per week.
- FMLA:** The federal law known as the Family Medical Leave Act which governs the granting of certain leaves of absence when no alternative contract or personnel policy exists. See Article 9.
- Grievance Procedure:** The process outlined in Article 5 which allows for the orderly and mutual settlement of any and all disputes that may arise from the application and interpretation of this Agreement.
- Grievance:** The actual written complaint made by an Employee or by a Union representative during the grievance procedure.
- Seniority:** The length of an employee's continuous service in the bargaining unit beginning from the date the employee **became a supervisor**. For limitations and application see Article 8.
- Steward:** A bargaining unit employee designated by the Union to represent other bargaining unit employees in the administration of the grievance procedure and other Union activities as authorized by law and by this agreement.

The designation of Steward(s) is determined as indicated in Article 3.

## **AGREEMENT**

This AGREEMENT, effective the date of execution by the Employer, and entered into as of the 13th day of November 2003, by and between the COUNTY OF ALLEGAN, hereinafter referred to as the Employer and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214, also known as COUNTY UNIT 4, hereinafter referred to as the Union.

## **PREAMBLE**

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours and working conditions of Employees of the County covered by this Agreement, and that all such understandings be written to be mutually binding. It is further understood and agreed that only the Board of Commissioners may issue policies concerning wages, hours and working conditions which are binding on the County and then only if in writing and signed by the issuer.

The Agreements concerning wages, hours and working conditions and statement of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all Employee benefits for those Employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the County without limit or exception including but not limited to County Pension Programs, Wage Statements, Fringe Benefits Statements or Employee Personnel Handbooks. All Employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Union.

**Article 1**  
**RECOGNITION**

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the exclusive collective bargaining representative for:

All regular full-time Central Dispatch Department Telecommunicator Supervisors employed in Allegan County, but EXCLUDING all part-time, temporary, and seasonal employees and all other employees of the Allegan County Central Dispatch Department and the County of Allegan.

Section 1.2 Part-time Definition. A part-time employee shall be defined as one who works schedule of thirty-two (32) or less hours per week.

**Article 2**  
**UNION SECURITY**

Section 2.1. Agency Shop. It is agreed that as a condition of employment all employees covered by the terms of this agreement shall, within thirty (30) days of employment, pay such fees and dues which are necessary to support the Union's representational activities such as collective bargaining and administration of the labor contract. This Section does not require any Employee to pay any fees or dues which are related to political action or other non-representational activities of the Union and does not require any Employee to join or become a member of the Union. Under this agreement and by law, Employees are required only to pay the fees and dues outlined above as a condition of employment.

Section 2.2. Indemnification. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or other action arising from these Agency Shop provisions or from complying with any request for termination under these provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason of mistakes of fact which were in control of or the responsibility of the Union.

Section 2.3. Dues Check Off. All those Employees who are or become members of the Union and who presently execute payroll deduction authorization cards, therefor, which shall be provided by the Union, the provisions of which must conform to the legal requirements imposed by state law, the Employer agrees to deduct from the first paycheck of each month, the regular monthly dues or representation fee in the amounts certified to the Employer by the Financial Secretary within fifteen (15) calendar days thereafter.

Section 2.4. Indemnification. The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

**Article 3**  
**UNION REPRESENTATION**

Section 3.1. Collective Bargaining. The Employer agrees to recognize the Chief Steward as the individual designated to meet with Employer representatives for purposes of negotiating modifications to this Agreement.

Section 3.2. Grievance Representation. The Chief Steward or alternate shall represent the Employees in grievances and other Employee matters on behalf of the Employees in any step of the grievance procedure provided herein. Grievances resolved at any step of the grievance process shall be final and binding upon all parties.

Section 3.3. Chief Steward. The Employer shall recognize a Chief Steward and one (1) alternate elected or appointed from the bargaining unit for purposes of collective bargaining and grievance administration. The duties of the Chief Steward or the alternate shall include attendance at Employer Union meetings, grievance investigating and administration in accordance with the grievance procedure and to receive and transmit communication between the Union and the Employer.

Section 3.4. Notice of Representatives. The Union shall notify the Employer in writing of the names of its Employee representative(s) before such Employee shall be recognized by the Employer.

Section 3.5. Reporting. An Employee representative shall first receive authorization from her/his immediate supervisor to leave her/his workstation for purposes of grievance administration and shall report back to work promptly when her/his part in the grievance adjustment has been completed.

Section 3.6. Official Notice. The Employer shall transmit official information to either the Chief Steward or Business Agent of the Union.

**Article 4**  
**EMPLOYER'S RIGHTS**

Section 4.1. Management's Reserved Rights.

- a) The Union hereby recognizes and agrees that the County of Allegan, acting through its elected Board of Commissioners, is charged with certain powers, rights, authority and duties which are conferred upon the County by law and cannot be delegated. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County of Allegan in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment, machines and facilities required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to determine hours of work, work schedules and assignments of work; to maintain order and efficiency; to study and use improved methods and equipment including subcontracting; and in all respects to carry out the ordinary and customary functions of County government. The Union acknowledges that unless the Employer has expressly agreed otherwise in a specific provision of this Agreement, all rights and powers as provided by law and not limited by express provision of this Agreement are reserved by the Employer and shall not be subject to arbitration provided therein.
- b) The Employer shall also have the right to hire, promote, demote, assign, transfer, suspend, discipline and discharge for cause, layoff and recall personnel, to establish work rules and regulations and penalties for violations thereof; to make judgments as to ability and skill; to provide and assign relief personnel, and as such to the extent of express provisions in this Agreement, these rights shall be subject to the grievance and arbitration procedure provided therein.
- c) The Employer retains the sole right to discipline and discharge Employees for cause, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.
- d) In the event any discipline is imposed against any Employee because of an infraction of Employer work rules, neither the Union nor the Employee shall challenge the reasonableness of these rules, but shall only challenge their application through the grievance procedure provided for in this Agreement.
- e) Should any Employee be disciplined for causes not covered by the aforesaid work rules, then the Union and/or Employee(s) shall be permitted to challenge the reasonableness of such cause through the grievance procedure provided for in this Agreement.

**Article 5**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 5.1. Definitions.

- a) Definition of Grievance. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an Employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- b) Definition of Day. For all purposes in this Article any reference to the word "day" shall be interpreted to mean "work day" as defined by the normal business hours for the Courthouse (8AM to 5PM).

Section 5.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step One Oral Procedure. An Employee with a complaint concerning the application or interpretation of this Agreement shall present the matter to his/her Department Head within five (5) days after the occurrence of the events upon which the complaint is based or the grievant's knowledge thereof. The Department Head and the Grievant shall discuss the matter in an attempt to reach satisfactory resolution. The grievant may also be present at this discussion. The Department Head shall give an oral answer to the complaint within three (3) days after receipt of the oral complaint. The Chief Steward or alternate may be present if desired by the employee.

Step Two Written Procedure. If the complaint is not satisfactorily settled, an Employee may advance the complaint by reducing it to a written grievance and submitting it to the Department Head within five (5) days after the Step One response of the events upon which the grievance is based. The written grievance shall state the facts, including dates, upon which the grievance is based, list the sections of the Agreement allegedly violated and place his/her signature thereon. The Department Head shall place his/her answer on the grievance form or as an attachment and return it to the Employee within five (5) days after receipt of the written grievance.

Step Three. If the grievance is not satisfactorily settled in Step Two, an Employee may advance the grievance by submitting the written grievance to the Human Resource Director within five (5) days after receipt of the Department Head's written answer. The Human Resource Director and the Chief Steward or alternate shall discuss the grievance in an attempt to reach a settlement. The Human Resource Director shall give his/her written answer within five (5) days after receipt of the grievance.

Step Four. If the grievance is not satisfactorily settled in Step Three, the grievance may be advanced by submitting the written grievance to the County Administrator within five (5) days after receipt of the Employer's answer in Step Three. A meeting between the Chief Steward or alternate and Employer representatives shall be scheduled to discuss the matter. The grievant may also be present at this meeting. Either party may have non-employee representatives present. The Employer shall place its answer on the grievance form within five (5) days following said meeting and return it to the Chief Steward or alternate.

Section 5.3. Arbitration Request and Selection. The Union may request arbitration of an unresolved grievance, which is eligible for arbitration, only during the term of this Agreement or any extensions thereof, by giving written notice to the Employer at the Human Resource Department of its intent to arbitrate the grievance within forty-five (45) days following receipt of the Employer's answer in Step Four. Infractions involving illegal controlled substances (drugs), controlled substance paraphernalia and alcohol are excluded from arbitration. After receipt of the arbitration request, a panel of arbitrators shall be obtained from the Federal Mediation and Conciliation Service. The parties shall follow the applicable procedure as specified by FMCS to serve as the arbitrator.

Section 5.4. Expedited Grievance. Any grievance concerning the discharge or suspension of five (5) days or more of an Employee or a policy matter concerning the entire bargaining unit may be initiated at the Third Step of the grievance procedure during the term of this Agreement. Policy grievances affecting all employees may be filed by the Chief Steward or alternate.

Section 5.5. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be governed at all times wholly by the terms of this Agreement and shall have no power or authority to alter or modify this Agreement in any respect either directly or indirectly. The arbitrator shall have no authority to rule upon job descriptions or classifications, work assignments, work standards or personnel requirements nor shall he/she rule upon any dispute involving the exercise of the Employer's inherent rights as generalized in Section 4.1 not specifically limited by the express terms of this Agreement. The arbitrator's decision shall be final and binding upon the Union, Employer and Employees in the bargaining unit, provided however, either party to this Agreement reserves its legal rights to challenge an arbitration award if the arbitrator has exceeded his/her jurisdiction or engaged in improper conduct. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses that are called by them.

Section 5.6 Grievance Resolution. All resolutions of grievances and complaints shall be reduced to writing and approved by the Human Resource Department. If the Human Resource Department disagrees with any proposed resolution of a grievance at Step One and Two, the Human Resource Director shall advise the Union and Department Head in writing, and the grievance shall be advanced to Step Three of the grievance procedure.

Section 5.7. Time Limitations. The time limits established in the grievance and arbitration procedure shall be followed by the parties and Employees. If the time procedure is not followed by the Union or Grievant, the grievance shall be considered settled in accordance with the last disposition rendered. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step including arbitration upon notice from the Union. Saturday, Sunday and recognized holidays shall not be counted under the time procedure established

herein. The time limits established herein may be extended by mutual agreement of the parties provided it is reduced to writing and the period of extension specified.

Section 5.8. Lost Time. The Employer agrees to pay for all reasonable time lost by an Employee during her/his regularly scheduled working hours while processing a grievance in accordance with the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if it is being abused. Lost time shall be compensated at the Employee's straight time regular rate of pay.

**Article 6**  
**SPECIAL CONFERENCES**

Section 6.1. Special Conferences. Special conferences for discussions between the parties on matters of mutual concern may be scheduled at times mutually agreeable. Special conferences shall not be used for the purpose of negotiating modifications to this Agreement.

## **Article 7**

### **STRIKES AND LOCKOUTS**

Section 7.1. No Strike and Lockout. The Union agrees that, during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that the Union or Employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 7.2. Penalty. Individual employees or groups of employees who do instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 7.1 above may be disciplined or discharged in the sole discretion of the Employer.

**Article 8**  
**SENIORITY**

Section 8.1. Seniority Definition. Seniority shall be defined as the length of the Employee's continuous service within the bargaining unit commencing from when he/she became a supervisor. The application of seniority shall be limited to the preferences specifically recited in this Agreement. Employees who became supervisors on the same calendar date shall be placed on the seniority list in order of the length of continuous service with the Department, and if a tie exists in order of highest last four (4) digits of the employees' Social Security numbers.

Section 8.2. Probationary Period. All Employees becoming supervisors shall be considered probationary Employees for a period of twelve (12) months after becoming a supervisor, after which time their seniority shall be as of their last date of becoming a supervisor. During the probationary period, an Employee shall be considered probationary, and, as such, she/he may be laid off or terminated by the Employer and such action shall not be subject to the grievance and arbitration procedure provided in this Agreement. The probationary period shall be extended by the length of an Employee's absence if the Employee is absent in excess of fourteen (14) days during her/his probationary period.

Section 8.3. Loss of Seniority. An Employee's seniority with the County shall terminate for the following reasons:

- (a) She/he quits or resigns.
- (b) She/he is discharged for just cause.
- (c) She/he retires in accordance with the County's retirement plan.
- (d) She/he is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive days without notifying the Employer and providing an acceptable reason for such absence.
- (e) The Employee gives a false reason for requesting a leave of absence or engages in other employment during such leave of absence, or
- (f) A settlement with the Employee has been made for total disability, or
- (g) The Employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of such Employee's employment or nine (9) calendar months, whichever occurs sooner, or
- (h) The Employee falsified pertinent information on his/her application for employment, or
- (i) The Employee is employed by another employer without the written authorization of the Department Head. The Department Head's decisions regarding whether to authorize other employment shall be in his or her sole discretion and shall not be subject to arbitration under this Agreement.

- (j) The Employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, restriction of production, interference with the operation of the County. Nothing in this section is meant to limit any legal rights employees may have under any statute.
- (k) The Employee is on a non-paid sick leave in excess of twelve (12) consecutive months, unless other arrangements have been made with the Human Resource Director and the Department Head.

Section 8.4. Layoff and Recall. A reduction and recall in the work force shall be accomplished in the following manner:

- (a) Layoff Procedure. The first Employee to be laid off shall be the Employee with the least seniority in the classification and department affected, provided however, that the more senior Employees in the classification have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected classification and department shall be accomplished by the inverse order of the Employee's seniority, provided that the remaining Employees with greater seniority in the classification have the experience, necessary training and present ability to perform the required work.
  - 1. An Employee laid off from her/his classification may replace an Employee with less seniority in another classification within the department, provided however, that the Employee has the experience, necessary training and present ability to perform the required work. An Employee so transferred shall receive the rate of the classification into which she/he bumps at her/his existing pay step.
- (b) Recall Procedure. Employees who are laid off from work shall be recalled to their classification and department in order of their seniority when the work force is to be increased, provided that the Employee has the experience, necessary training and present ability to perform the required work. An Employee who has exercised her/his seniority by bumping another Employee shall return to her/his classification upon recall to that classification.
- (c) Full-time Employees shall have preference over regular part-time Employees.

Section 8.5. State or Federal Funded Positions. The Union acknowledges that occasionally positions are established under State or Federal Grants and if such programs are curtailed or eliminated, new Employees hired for and occupying these positions may be terminated from the Department notwithstanding the layoff and recall procedure provided in this Agreement. The County will advise the Employee of the work to be performed, the hourly rate of pay, the benefit schedule, the work schedule, the length of the grant and that the position is co-terminus with the grant provisions.

Section 8.6. Notice of Layoff and Recall. Notice of layoff and recall in the work force shall be accomplished in the following manner:

- (a) Layoff Notice. The Employer agrees to notify in writing an Employee who is to be laid off at least ten (10) calendar days in advance of such layoff unless circumstances are such that said notice is not possible.
- (b) Recall Notice. Employees who are to be recalled from layoff shall be given advance notice of ten (10) calendar days. Such notice may be given verbally, if possible, but in any event, written notice shall be sent to the Employee at the address on file with the Employer. It is the sole responsibility of the Employee to keep her/his current address and telephone number on file with the Employer.

Section 8.7. Temporary Transfers. The Employer reserves the right to temporarily transfer an Employee to another classification or work assignment when additional manpower is needed. The Employee shall not suffer a reduction in wages or hours as a result of such transfer. If the Employee remains temporarily transferred in excess of twenty (20) consecutive days and the position to which she/he is temporarily transferred is a higher rated classification, then commencing on the twenty-first (21<sup>st</sup>) day, the Employee shall receive the higher rate for the remainder of the period temporarily transferred at their current step.

Section 8.8. Vacancies and Posting. When a vacancy occurs or a new position is created within the bargaining unit which is to be filled, written notice of such positions shall be posted on the department bulletin board where the position is situated for five (5) days, and Employees may request a transfer or promotion into said position. If the open position is not filled by an Employee from within the department, then notice of the position shall be posted five (5) workdays on a bulletin board in each facility where County bargaining unit member's work. The posting shall list the classification, pay grade, departmental location and minimum requirements or qualifications of the position and may include the predominant shift schedule of that position. The Employer shall consider the applicant's work record, training, experience and present ability to meet the requirements or qualifications of the open position. However, the Union acknowledges and agrees that the final decision of filling the position shall be at the discretion of the appropriate Department Head and the County Administrator, if funding for the position has been approved by the County Board of Commissioners.

**Article 9**  
**LEAVES OF ABSENCE**

Section 9.1. General. A leave of absence is a written, authorized absence from work with or without pay. The Employer and the Union recognize the following types of leave: personal leave, leaves under the Family Medical Leave Act, military leave, and jury duty leave. The following subsections apply to all leaves.

- a. In no event shall the duration of any leave exceed twelve (12) weeks in any twelve (12) month period. All leave requests shall state the exact date the leave begins and the exact date the Employee is to return to work.
- b. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the Employee may be terminated from County employment without recourse.
- c. Failure to return to work on the exact date scheduled may be cause for termination of County employment at the sole discretion of the Employer.
- d. Employees shall not accept other employment while on a leave of absence unless agreed to in writing by the Employer. Acceptance of other employment or working for another employer while on leave may result in termination of County employment.
- e. Any employee whose leave exceeds twelve (12) weeks in any twelve (12) month period may be terminated from County employment with automatic loss of seniority.

Section 9.2. Personal leave. The Employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days at a time and without pay. A leave shall be granted, denied, or extended at the exclusive discretion of the Employer upon written request which includes the reason for such leave, the beginning date and the exact ending date of the leave. Only bargaining unit employees who have worked continuously for the Employer for one (1) year or more shall be eligible for personal leave.

- a. A leave may not commence or end upon the following days:
  1. The day before or the day following a holiday.
  2. The day before or the day following a vacation.

Section 9.3. Family Medical Leave Act. The County and the Union agree to all the terms and conditions of the Policy and Procedures for Union Employees Regarding Family and Medical Leave Act (FMLA) of 1993, as amended. A copy of said Policy and Procedures shall be included in the Allegan County Personnel Manual which is issued to employees. It is understood that any provisions of this Agreement which do not comply with the provisions of the FMLA are null and void. Leaves requested due to illness must be accompanied by a physician's certification that the Employee is unable to work and the reason therefore. The Employer reserved the right to require an employee to utilize accumulated paid vacation/PTO when eligible, when an employee requests a leave of absence under Federal Family and Medical

Leave Act (FMLA).

Section 9.4. Military Leave. An Employee on the seniority list inducted into the armed forces of the United States within the meaning of the Uniform Services Employment and Re-Employment Rights Act of 1994, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with such Employee's seniority, at the then current rate for such work, provided such Employee has not been dishonorably discharged from such service, is physically able, in the opinion of the Employer's doctor, to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date such Employee is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal law.

Section 9.5. Jury Duty Leave. An Employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the Employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the Employee's regular straight time hourly rate and the daily jury fee paid by the court. If the Employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an Employee must give the Employer prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an Employee who, without being summoned, volunteers for jury duty. Compensation as set forth hereunder shall be paid to an Employee who is subpoenaed as a witness in a case in which the Employee is not a party and which subpoena is received as a result of his or her work for the County. The Employer's obligation to pay an Employee for performance of jury duty under this Section is thirty (30) days in any calendar year.

Section 9.6 Disability Leave of Absence An Employee who, because of non-work related accident or illness, is physically unable to report for work beyond the time allocated under the FMLA shall, upon written application and cause shown, be given a leave of absence for the duration of such disability up to a period of nine (9) additional months, provided that he/she continues to supply the Director with acceptable medical certification of the necessity for the continued leave of absence. The Employee's physician must also verify in writing that the Employee is fit to return to all normal duties or light duty with limitations specified before an Employee can return to work at the expiration of the approved leave. Disability due to pregnancy shall be treated as any other medical disability

**Article 10**  
**PAID TIME OFF**

Section 10.1. Advance of Paid Time Off. Effective January 1, 2004, on January 1 of each year thereafter, each full-time Employee will be credited with an advance of eighty (80) hours of paid time off. An Employee who is hired after January 1, of any year, will be credited with a prorated number of PTO hours based on the number of months left in the year. In order to get credit for a month worked, the Employee's hire date must be before the fifteenth (15) of any month in which PTO hours may be awarded. If an employee terminates his/her employment at anytime during the year, the Employee will be charged back for any advanced unearned paid time off at the rate of 6.67 hours per month.

Section 10.2. Accrued Rate. Each full-time Employee shall accrue "Paid Time Off" (PTO) hours which may be used for any purpose (sickness, personal business, vacation, etc.) at the following rate:

During the	1 <sup>st</sup> year - 1.54 hours per pay period
	2 <sup>nd</sup> year - 3.08 hours per pay period
	3 <sup>rd</sup> year - 3.38 hours per pay period
	4 <sup>th</sup> year - 3.69 hours per pay period
	5 <sup>th</sup> year - 4.00 hours per pay period
	6 <sup>th</sup> year - 4.31 hours per pay period
	7 <sup>th</sup> year - 4.62 hours per pay period
	8 <sup>th</sup> year - 4.92 hours per pay period
	9 <sup>th</sup> year - 5.23 hours per pay period
	10 <sup>th</sup> year - 5.54 hours per pay period
	11 <sup>th</sup> year - 5.85 hours per pay period
	12 <sup>th</sup> year - 6.16 hours per pay period

The preceding table is based on a calendar year in which there shall be twenty-six (26) pay periods. PTO earned for a pay period shall be prorated if the employee's paid hours during that pay period are less than the employee's regular hours worked during a pay period. "Paid hours" does not include hours compensated through disability insurance payments or Worker's Compensation payments or any other source not paid directly by the Employer.

Section 10.3. Probationary Period. Paid time off shall be permitted during an Employee's probationary period (first twelve (12) months of service as a supervisor).

Section 10.4 Separation. Upon retirement or resignation from County employment, but not upon discharge, an Employee with at least 10 years of service with the County shall receive one half pay for unused accumulated PTO hours to a maximum of 240 hours plus one half of the eligible (must use ½ of accumulated hours as per paragraph 10.7 below) hours accumulated during the current calendar year. Upon retirement, this dollar amount will count toward the Employee's final average compensation. Terminal paid time off shall not be added to an Employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the Employee's last working day. Terminal PTO is not authorized.

Section 10.5. Holidays. If a holiday, as defined in Section 12.1 of their agreement, falls within an Employee's PTO period, it shall not be counted as a PTO day unless the Employee was scheduled

to work on the holiday.

Section 10.6. Leave of Absence. PTO leave shall not accrue during an Employee's unpaid leave of absence.

Section 10.7. Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is limited. The amount carried forward into a new calendar year shall be limited to 240 hours. Annually, Employees must use or lose one-half (½) of each year's earned PTO hours. If, at the end of a calendar year, an Employee has hours in excess of 240 hours of unused PTO time accumulated, excluding unused PTO hours forfeited, the Employee shall be compensated for these hours no later than the last day of February of the succeeding calendar year at one half of the compensation rate for all hours exceeding 240 hours. When an Employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrued, earning at the new rate will begin on the first day of the pay period following the anniversary date.

Section 10.8. Paid Time Off Schedules. The Department Head shall determine the number of Employees who can be excused from the department for PTO purposes at any one time and shall prepare schedules accordingly. It shall be the practice of each Department Head to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. Paid time off may be taken in increments of one-half hour from the PTO bank with advance approval of the Department Head. PTO may not be used, at any time, for periods of less than one-half hour.

Section 10.9. Seniority Preference for PTO Requests. If two (2) or more non-supervisory employees in the Department request permission to use their paid time off at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for paid time off prior to February 1 of the year, scheduling of all the requested time off preference shall be given to employees with the greatest amount of Department seniority, except that non-supervisory employees shall take precedence over supervisory employees regardless of seniority. As among those who do not make their wishes known prior to February 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for paid time off. In the event a non-supervisory or supervisory employee cancels his paid time off, among those who wish to reschedule their paid time off preference shall be given to the employees with the greater amount of Department seniority. Management may exercise the right to only allow one employee, whether non-supervisory or supervisory, to be off on PTO per shift at a time to ensure continuity of operations and public safety.

Section 10.10. Funeral Leave. Paid emergency leave for the death of a member of an Employee's immediate family shall be available in the event of the death of the Employee's then current spouse, child, brother, sister, parent, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, for up to three (3) regularly scheduled working days (36 hours) and the employee must attend the funeral. Funeral leave is not chargeable to PTO unless it extends beyond the 36 hours. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.

## **Article 11 HOLIDAYS**

Section 11.1. Recognized Holidays. New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, the day after Thanksgiving, , December 24<sup>th</sup>, and Christmas Day shall be recognized as holidays. Columbus Day, Memorial Day and Labor Day shall be observed on the Monday that these holidays are observed: all other holidays shall be recognized on the day observed. Qualified employees will receive eight (8) hours of their straight time pay for each holiday or day celebrated as such.

Section 11.2. Eligibility. To be eligible for holiday pay under this Article, an Employee must be a recognized Employee as of the time the holiday occurs and must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the Employee's absence on such day or days is due to (1) the fact that his or her absence on such day or days occurred during his or her regularly scheduled paid time off or (2) unless excused by the Department Head. An employee receiving benefits under Section 14.11 or Worker's Compensation benefits is not eligible for holiday pay.

Section 11.3. Holiday Pay. Holiday pay will be paid as follows: Recognized Employees working eighty (80) hours per pay period will receive pay for an observed holiday at a rate of eight (8) hours of straight time pay. No holiday for which an Employee is paid during which that Employee did not work shall be considered or treated for any purpose under this Agreement as time actually worked by such Employee. Holiday pay is not considered "work" time.

Section 11.4. Holiday Work. When an eligible employee is required to work on the specified holiday(s), he/she shall be paid one and one half (1 ½) his/her straight time hourly rate for the hours so worked in addition to holiday pay. Employees who actually work a twelve (12) hour shift on a recognized holiday shall receive twelve (12) hours of straight-time plus the time and one half; or if he/she works a four (4) hour shift on a recognized holiday, he/she shall receive four (4) hours of straight-time pay and the time and one half. Additionally, personnel who work on a recognized holiday may choose compensatory time in lieu of monetary compensation at the same rates noted above.

**Article 12**  
**LONGEVITY**

Section 12.1. Longevity Benefit. Employees who have completed five (5) or more years of employment with the County shall receive longevity pay in December of each year according to the following scale:

5 through 7 years	\$300
8 through 11 years	\$350
12 through 19 years	\$400
20 or more years	\$450

Section 12.2. Longevity Eligibility. For the purpose of determining longevity pay, only an Employee who works an annual average of sixty (60) or more hours per pay period shall be paid the full longevity payment. An Employee who works an annual average of less than sixty (60) hours but more than forty (40) or more hours per pay period shall receive a pro-rata longevity benefit. An Employee who works an annual average of less than forty (40) hours per pay period shall receive no longevity pay.

Section 12.3. New Hires. Persons who become promoted, after the ratification of this agreement, receive longevity in December of each year only at the rate afforded to them in the Telecommunicator bargaining agreement with Allegan County, if promoted from that unit. Newly hired employees into this bargaining unit shall not be eligible for longevity payments.

**Article 13**  
**PENSION**

Section 13.1. Pension Plans. Eligible Employees shall be participants in the Municipal Employees Retirement System and shall receive benefits under the B-2 Defined Benefit Plan or the Defined Contribution Plan. However, the Employer shall have the right to change pension coverage from the present MERS plan to a different plan, which has essentially equivalent benefits.

Section 13.2. Defined Benefit Plan. Beginning on the initial conversion date to the Allegan County Defined Contribution Plan, and every year thereafter, Employees who choose to continue their membership in the Defined Benefit Plan shall contribute four percent (4%) of their wages toward the required MERS contribution. An eligible Employee shall be vested following the completion of six (6) years.

Section 13.3. Defined Contribution Plan. The Employer has adopted a defined contribution pension plan. All employees hired on or after the effective date of the plan shall be subject to the defined contribution plan and not the defined benefit plan. The Employer shall contribute a fixed contribution of four percent (4.0%) of an eligible employee's gross wages toward the defined contribution plan. Eligible Employees shall be permitted to contribute an additional amount up to the limits set forth in the plan. The Employer shall contribute, on behalf of each Employee, two percent (2%) of earnings for the plan year for each plan year that such Employee has contributed two percent (2%) of earnings.

- a) Vesting. The Defined Contribution Plan shall have graduated vesting based upon the following vesting schedule:

<u>Years of Service Completed</u>	<u>Specified Percent Vesting</u>
One	10%
Two	20%
Three	40%
Four	60%
Five	80%
Six	100%

- b) Permissible Loans. Each Employee shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:
- 1) One (1) loan per Employee per calendar year.
  - 2) Each loan will require a fifty dollar (\$50) loan application fee, payable to the plan administrator.
  - 3) Loans will be limited to a minimum of five hundred dollars (\$500) and a maximum of fifty percent (50%) of the Employees vested benefits.
  - 4) Interest to be paid on a loan will be determined by the loan administrator at the time of the loan application. Interest paid on loans will be credited to an Employee's individual pension account.

- 5) Loans will be repaid by payroll deduction during a term not to exceed five (5) years.
- 6) If an Employee terminates employment for any reason, the balance of principle and interest of any outstanding loan shall be due and payable two (2) weeks following the Employee's termination date.

**Article 14**  
**INSURANCE**

Section 14.1. Medical Insurance. The County of Allegan shall pay ninety percent (90%) of the premium and the Employee shall pay ten percent (10%) of the premium required for the Allegan County Medical Plan for the Employee, spouse and children (one person, two person and family) with the following benefit options to include hearing coverage \*:

Option 1: Traditional Plan The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90-day supply, and the basic deductible will be \$150 per member and \$300 per family.

Option 2: PPO Plan. The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90-day supply, and a \$20 co-pay for office visits.

Option 3: POS Plan. The same plan coverage provided prior to January 1, 2004, except the prescription drug co-pay will be a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90-day supply, and a \$20 co-pay for office visits.

\*Hearing benefits include audiometric examination, hearing aid acquisition cost, dispensing fee, ear molds, hearing aid and evaluation test, and binaural hearing aid with participating providers.

Section 14.2. Wellness Benefits. The Employer shall offer any additional wellness/prevention benefits, which are offered in the future by the County of Allegan to Employees in general.

Section 14.3. Incentive to Opt Out. Employees who opt out of the County's Health Insurance Program shall receive an incentive of \$3,000 per year. The incentive shall be accrued and paid on a monthly basis. The county shall have no obligation to pay such monthly incentive following an employee's separation from employment. An employee must work at least 15 days in a month to receive a month's incentive credit. Employees who choose to opt out of the county's health insurance plan must provide proof of coverage from an alternative source before they are allowed to get out. No employee shall be allowed to opt out of the plan for any period of less than one year except in the case of death of a spouse who provides alternative coverage; divorce; or the loss of insurance coverage from the alternative source because of a job termination. The incentive offered under this section is not available to spouses of county employees when both spouses are county employees.

Section 14.4. General Provisions:

- a) The Employer shall select or change the insurance carrier or third party administrator in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limits of any kind.
- b) All benefits shall be subject to standard provisions set forth in the policy or policies.
- c) Benefits for otherwise eligible new Employees will become effective on the first day of the calendar month following the calendar month in which they attain seniority.

- d) When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence or any other reason all insurance coverage continues only for the balance of the month in which such termination occurs.
- e) The Employer shall have no obligation to duplicate any benefit an Employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the Employee to inform the Employer of any and all insurance coverage enjoyed by said Employee other than coverage by the Employer herein a party.
- f) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
- g) Under no circumstances shall an employee be entitled to recover more than one hundred percent (100%) of such Employee's loss using in whole or in part insurance policies of the County. It is understood and agreed that this is a total coordination of benefits requirement, which includes, but is not limited to, no-fault automobile insurance.

Section 14.5. Health Care Cost Containment. The County at its option may implement any or all of the following health care cost containment programs:

- a) Pre-admission certification of the necessity of hospitalization (BC-BSM Predetermination program or equivalent).
- b) Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.
- c) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
- d) When more than one family member is employed by the County, there shall be no duplicate coverage by County health plans.
- e) In the event of any payment under the County health insurance plan on behalf of any person covered by such County insurance plan, the County shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefor against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering".
- f) In a joint continuing effort to control the cost of insurance the County and the Union agree to a strict coordination of benefits program which is designed to prevent

people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under County health insurance and any other group health insurance policy which a County Employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 14.6. Dental Insurance. The County shall pay ninety percent (90%) and the Employee shall pay ten percent (10%) of the premiums required for the Allegan County Dental Plan.

Section 14.7. Insurance Carrier. The County reserves the right to select the insurance carrier or to implement self-insurance.

Section 14.8. Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the County. All Employer paid insurance premiums shall cease when employment is terminated and at the end of the month in which an employee is placed on layoff or a non-paid leave of absence. Receipt of Worker's Compensation benefits shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the pre-payment of the required premiums by the applicant.

Section 14.9. Life Insurance. The Employer shall provide a term life insurance policy on each bargaining unit employee in the amount of twenty thousand dollars (\$20,000) with Accidental Death and Dismemberment (ADD).

Section 14.10. Optical Insurance. The Employer shall pay ninety percent (90%) of the premium for the Vision Services Optical Insurance Plan B for each eligible Employee and his dependent. The Employee shall pay the remaining ten-percent (10%) of the required premiums.

Section 14.11. Disability Insurance. The Employer shall provide to eligible Employees a disability income insurance policy which shall provide at the first day of a non-duty related injury or the eighth day of non-duty illness, an income equal to sixty-six and two-thirds (66-2/3%) of the Employee's regular straight time earnings for a maximum of fifty-two (52) weeks with a maximum benefit of \$900 per week.

**Article 15**  
**GENERAL**

Section 15.1. Supervisor's Working. Nothing contained in this Agreement shall be construed in any way to restrict or limit supervisory or non-bargaining unit employees from performing bargaining unit work.

Section 15.2. Subcontracting. The Employer shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies, or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 15.3. Bulletin Boards.

- a) The Employer agrees to provide bulletin board space that may be used by the Union for the following notices:
  1. Notices of union meetings.
  2. Notices of union elections and results where they pertain to the Employer's employees.
  3. Notices of union recreational and social events.
  4. Other notices concerning union affairs, which are not political or controversial in nature.
  5. Notices of position vacancies.
- b) It is agreed that all other notices including those posted shall be submitted to the Employer for its approval.
- c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the offending employee shall be subject to disciplinary action.
- d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the County, or the County officers, agents, supervisors, employees, departments, or subdivisions nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.
- e) There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising of political matters, notices, or any kind of literature upon the Employer's premises other than as herein provided.
- f) There shall be no solicitation or distribution of any kind by any person in work

areas during work time; provided, it is understood that this prohibition does not apply during the work day when employees are properly not engaged in performing their work tasks such as during work breaks or lunch periods.

Section 15.4. Rules of Conduct and Work Rules. It is understood and agreed that each Employee shall be required to abide by such rules of conduct and work rules as may be adopted by the Employer. Employees shall be notified prior to the implementation of any new rule. For informational purposes only, the Employer shall notify the Union in writing prior to the implementation of any new rule.

Section 15.5. Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 15.7. Mileage. The Employer shall reimburse Employees who use their personal automobiles, at the instruction of the Employer, for County business in accordance with the County Personnel Policy.

Section 15.8. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 15.9. Written Amendment. No agreement or understanding contrary to this collective bargaining agreement, nor an alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, arrangement and past practice heretofore existing.

Section 15.10. Captions and Gender. The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa

Section 15.11. No Discrimination. There shall be no discrimination under any circumstances because of race, creed, color, sex, age, disability, religion, political beliefs, union activity, marital status, or national origin.

Section 15.12. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by an employee resulting from the Employer's or Union's compliance, including reasonable accommodations, with the Federal American's with Disabilities Act (ADA).

Section 15.13. Drug and Alcohol Testing. Incorporated herein and made a part of the provision of the County's Personnel Policies related to Drug and Alcohol Testing.

Section 15.14. F.M.L.A. The Employer reserves the right to require an Employee to utilize accumulated paid leave when eligible, when an employee qualifies for a leave of absence under the Federal Family Medical Leave Act (F.M.L.A.).

Section 15.15. Uniforms. If uniforms and/or equipment are required for Employees such items shall be supplied by the Employer.

Section 15.16. Past Practices. There are no understandings or agreements or past practices, which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a letter of understanding by both parties.

Section 15.17 Tuition Assistance. The members of this bargaining unit are authorized to participate in the County Tuition Assistance program in accordance with County Policy as follows:

- Only Full time employees with 12 months of service are eligible.
- Reimbursement will be at 75% of tuition, books and lab fees per year to a maximum of \$1000.
- Reimbursement will be made to employees with appropriate authorization and original receipts through the Accounts Payable system.

## **Section 16**

### **HOURS AND WAGES**

Section 16.1 Classifications and Wages. The job classifications and wages in the County's Pay Plan applicable to this unit are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 16.2 Work Day and Work Week. The normal workday shall consist of twelve (12) hours per day unless altered by the Director. The Director reserves the right to change the length of the workday and shall provide the Bargaining Unit with written notification at least 60 days, during which the union shall be given 30 days within which to offer input prior to the implementation of the change. The normal workweek shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week of work. It is likewise understood and agreed that the starting and quitting times for all or individual employees may be staggered to provide the needed coverage. The Employer reserves the right to change an employee's work shift when such is warranted due to operational necessities.

Section 16.3. Rest Periods. Employees shall be entitled to rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of each half shift and one thirty (30) minute lunch period at or near the midpoint of their shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for an Employee to take a break period until the urgent or critical aspects of the job then being performed have been completed, and on occasion, an Employee may miss a given break period. Employees must inform their supervisor when departing the work area to go on break or for personal reasons.

#### Section 16.4 Overtime.

a. Using the list presently established for rotating scheduled overtime in the Department, supervisors will be listed separately and will be eligible for scheduled overtime after the non-supervisory employees have taken their opportunity. When a supervisor signs up for an overtime slot his/her name will be moved to the end of the sign-up rotation list established for supervisors.

b. If unscheduled overtime is needed the Director or designated representative shall over the time to supervisory staff by seniority after it has first been offered to the non-supervisor employees.

c. Supervisors may be required to work non-scheduled overtime (order-in overtime) by the Director. A list of the supervisors will be kept and shall be rotated for order-in overtime. Order-in shall be distributed as equitably as possible between the supervisors. Supervisors will be ordered in only in the case of an emergency, or when telecommunicators cannot be contacted or are not available, or the nature of the shift requires a supervisor on shift (example. New Years Eve).

d. PTO and regularly scheduled days off that are adjacent to scheduled vacation days will not be subject to involuntary overtime.

e. There may be occasions when the Director may grant non-scheduled overtime in blocks of up to two hours without following the "call-down" by seniority.

Section 16.5. Premium Overtime Pay. Employees who work in excess of forty (40) hours per week shall be compensated for all such hours worked at one and one-half (1½) times their regular straight time hourly rate.

Section 16.6. Compensatory Time. Employees shall be permitted to choose compensatory time off at the rate of time and one-half (1-1/2) for each hour of overtime worked. Compensatory time off accrual shall be capped at eighty (80) hours per employee, and any overtime worked will be paid in cash to an employee with a compensatory time off bank greater than eighty (80) hours.

Section 16.7. Work Area Reporting. Employees shall be in their work area at their posted starting time of their shift and not leave, without permission, until their posted quitting time of their shift unless authorized to do so by the Director or Assistant Director.

Section 16.8. Leaving the Premises. Employees who must leave the premises at any time for any reason shall inform their supervisor of the reason for leaving, destination, estimated return time, and secure such supervisor's permission prior to leaving.

Section 16.9. Medical Examination. The Employer reserves the right to have any Employee, absent due to claimed job related injury or illness, examined by the medical doctor (M.D.) or doctor of osteopathy (D.O.) of the Employer's choice, at the Employer's expense.

Section 16.10. Medical Opinions. All conflicts of medical opinion shall be resolved using the grievance procedure.

Section 16.11. Call-In When, as a result of performing his/her job duties, an employee is required to make a court appearance or an appearance before an administrative agency during off-duty hours the Employee shall be paid a minimum of two (2) hours at time and one-half (1 ½) his/her regular hourly rate of pay or for the actual time necessarily spent at the court or agency. As a condition of receiving such payment, the employee shall assign his/her court appearance fee to the Employer. If an employee has left the place of employment and is called in to report for duty during his/her off-duty hours by the Employer he/she shall receive one and one-half (1 ½) his/her regular hourly rate of pay and shall be paid for a minimum of two (2) hours.

Section 16.12. Snow Days: Employees of the bargaining unit who are required to work during a "snow day" as declared by the Chairman of the Board of Commissioners shall be paid for all hours worked at one and one half (1 ½) his/her regular hourly rate of pay and shall be paid for a minimum of two (2) hours. This provision shall include a 24 hour shift from the time of the declared "snow day".

**Article 17**  
**DURATION OF AGREEMENT**

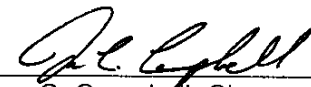
Section 17.1. Term of Agreement This Agreement shall become effective January 1, 2003, and shall remain in full force and effect through the 31<sup>st</sup> day of December 2005, and from year to year thereafter unless either party hereto serves a written notice upon the other at least ninety (90) calendar days prior to the expiration and of any subsequent automatic renewal period of its intention to renegotiate this Agreement

THIS AGREEMENT was executed by the parties the date and year above written.

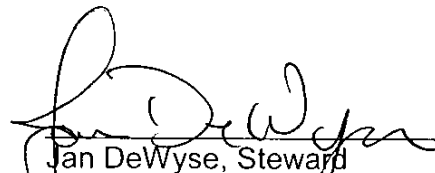
TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS, LOCAL 214

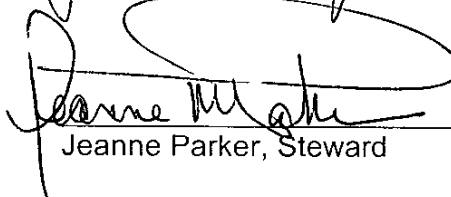
COUNTY OF ALLEGAN

  
\_\_\_\_\_  
Terry Dorcy, Representative

  
\_\_\_\_\_  
Jon C. Campbell, Chairman  
Allegan County Board of Commissioners

Date Signed: 12-23-03

  
\_\_\_\_\_  
Jan DeWyse, Steward

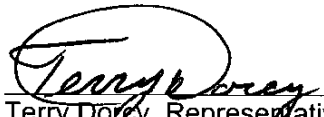
  
\_\_\_\_\_  
Jeanne Parker, Steward

**LETTER OF UNDERSTANDING**

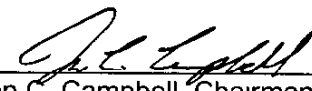
Each unit member, who was a full-time employee on the date of ratification and approval by the Board of Commissioners shall receive a cash payment of five hundred dollars (\$500) within thirty (30) days following the execution of the agreement. This payment is a one-time payment in lieu of any and all retroactive pay adjustments and shall not be paid in any subsequent year of the agreement.

On December 31, 2003, Allegan County shall recognize this day as a holiday; employees will be scheduled and paid in accordance with Article 11, Section 11.3 or 11.4, as applicable. This day in recognized on a one-time basis, shall not be a holiday in future years.

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS, LOCAL 214

  
Terry Dorcy, Representative

COUNTY OF ALLEGAN

  
Jon C. Campbell, Chairman  
Allegan County Board of Commission

Appendix A  
Wages and Steps

Effective	Step M	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2003	16.68	17.36	18.06	18.79	19.55	20.34
January 1, 2004	17.01	17.71	18.42	19.17	19.94	20.75
January 1, 2005	17.40	18.11	18.84	19.60	20.39	21.21

2003 represents an increase of 3%, 2004 represents an increase of 2% and 2005 represents an increase of 2.25%.

## Appendix B

### Holidays

#### 2004

Jan 1, 2004	New Year's Day
Jan 19, 2004	MLK Birthday
Feb 16, 2004	President's Day
May 31, 2004	Memorial Day
July 4, 2004	Independence Day
Sept 6, 2004	Labor Day
Oct 11, 2004	Columbus Day
Nov 2, 2004	Election Day
Nov 11, 2004	Veteran's Day
Nov 25, 2004	Thanksgiving
Nov 26, 2004	Day after Thanksgiving
Dec 24, 2004	Christmas Eve
Dec 25, 2004	Christmas Day

#### 2005

Jan 1, 2005	New Year's Day
Jan 17, 2005	MLK Birthday
Feb 21, 2005	President's Day
May 30, 2005	Memorial Day
July 4, 2005	Independence Day
Sept 5, 2005	Labor Day
Oct 10, 2005	Columbus Day
Nov 11, 2005	Veteran's Day
Nov 24, 2005	Thanksgiving
Nov 25, 2005	Day after Thanksgiving
Dec 24, 2005	Christmas Eve
Dec 25, 2005	Christmas Day