

12/31/98

May 7, 1996
ORIGINAL FOR EXECUTION

AGREEMENT

between

CAPITOL CITY LODGE NO. 141,
FRATERNAL ORDER OF POLICE
(Lodge)

for

CLINTON COUNTY 911 TELECOMMUNICATORS

WITH

CLINTON COUNTY BOARD OF COMMISSIONERS
(Employer)

Terminating: December 31, 1998

Clinton County

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AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of July, 1996, by and between the **CLINTON COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as "Employer", and **CAPITOL CITY LODGE NO. 141, of the FRATERNAL ORDER OF POLICE, CLINTON COUNTY 911 TELECOMMUNICATORS DIVISION**, hereinafter referred to as the "Lodge."

ARTICLE 1 RECOGNITION

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

All Regular Full-Time and Regular Part-Time Telecommunicators employed by Clinton County. Excluding: All executives, supervisors, clerical and other employees of Clinton County not employed as (911) telecommunicators.

ARTICLE 2 EMPLOYER RIGHTS

Section 1. Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such

service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to subcontract bargaining unit work; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, lay-off and recall personnel; suspend for cause, discipline for cause, demote for cause, and discharge for cause non-probationary employees; to establish, amend, supplement or delete reasonable work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

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

ARTICLE 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 (30) 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 their 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 (15) 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 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 accurately represent the amount for said employee due the Lodge as their fair share of costs attributed 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 within two (2) calendar weeks after the remittance is sent of its belief, with reasons stated therefor, that the remittance is not correct.

f) The Lodge shall provide at least thirty (30) days' written notice to 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 Employer, in writing, at least thirty (30) days prior to its implementation.

Checkoff Authorization Forms signed by each affected employee should accompany notification

of initial dues or representation fees deduction 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 any 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 employees will be the sole responsibility of the Lodge and will be made promptly by the Lodge.

Section 8. 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 employee's pay of Lodge dues and/or representation fees, and including also anything done in reliance of 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 9. Legality. The Employer shall be required to make dues and fee deductions only as long as it may legally do so.

ARTICLE 4 **GRIEVANCE PROCEDURE**

Section 1. Grievance Procedure. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall set forth the facts pertaining to the alleged violation and the remedy desired. It shall be signed by the employee and Lodge steward. All grievances shall be commenced within five (5) calendar days after the grievance has become known, or should reasonably have been known by the employee. If the Employer or Lodge requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows:

- Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) calendar days under the terms and requirements stated above, by submitting the written grievance to the Director. Within five (5) calendar days after receiving the written grievance from the employee, the Director shall give his/her written response to the grievance to the grievant with a copy to the Lodge Steward. The five (5) calendar days shall not include the day the grievance was received by the Director. The Director does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the Director shall not act as precedent, unless approved by the Board of Commissioners.
- Step 2. The Lodge may appeal the decision of the Director to the Personnel Committee of the Board. The request for the appeal to the Personnel Committee of the Board must be made in writing within five (5) calendar days after the answer given in Step 1. The request shall be addressed to the Chairperson of the Personnel Committee. The Personnel Committee may hear the grievance at one of their normally scheduled meetings as determined by the Chair. The Chair may, at his/her discretion, set up a special meeting to hear the grievance. In addition, the chair may require transcripts of the hearing be taken by a certified court stenographer and, if requested, copies shall be provided to the Lodge at 15¢ per page if the county has the transcript transcribed. The employee and/or the Lodge representative may appear before the Committee to present the grievance. The employee and/or Lodge representative may present witnesses and evidence and the Employer representative may respond. The Committee shall make its decision within twenty-one (21) calendar days of the conclusion of the hearing.

Step 3.

If certain grievances are not resolved at Step 2, as noted below, the Lodge shall present a written demand for arbitration within thirty (30) calendar days after the answer at Step 2 to the Chairperson of the Personnel Committee with a copy to the Director and to the American Arbitration Association (AAA) for the selection of an arbitrator in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator. Notwithstanding any contrary provision in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to the interpretation of the "economic provisions" of this contract resulting in loss of pay or economic fringe benefits, or disciplinary layoffs of more than one (1) work day per twelve (12) month period or termination of employment for disciplinary reasons. Any discipline imposed consisting of one (1) work day off or less cannot be submitted to arbitration. "Economic provisions" is defined not to include disciplinary layoffs of one (1) work day or less or any other disciplinary action taken by the Employer less than one (1) work day off. The rules of the AAA shall apply unless specifically modified herein.

- (a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect.
- (b) The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges these limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this

Agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Lodge and the Employer.

Section 2. The decision of the Personnel Committee shall be final and binding on all of the parties except Arbitration as noted above.

Section 3. The failure of either party to follow the time limits set out herein shall result in the following:

- (a) If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- (b) In the event the Lodge or employee does not follow the time limits required herein, the grievance shall be considered withdrawn and denied.

Section 4. When reference to calendar days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

Section 5. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Lodge and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. Notwithstanding the above, no individual employee can waive the right of another employee.

Section 6. Probationary Period. All employees shall be probationary employees until the employee has completed two thousand (2,000) hours of actual work. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire.

ARTICLE 5 **NO STRIKE**

No Strike Pledge. The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for the public health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents nor shall there be any concerted failure by them to report for duty nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the Employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, stay-ins or stoppages of work. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined.

ARTICLE 6 **SENIORITY**

Section 1. Definition of Seniority.

(A) Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire in a bargaining unit position, excluding

unpaid leaves of absence of more than thirty (30) calendar consecutive days. For the purpose of this section, workers' compensation shall be considered a paid leave subject to other contract provisions for benefit continuation.

If two or more employees have the same hire date, the employee with the earlier date of application shall be most senior. In the event there is a tie with regard to date of application, the employees shall draw numbers and the higher the number, the most senior the employee. Any use of this system for tie-breakers shall be kept on file by the Employer.

(B) Employees who transfer to this bargaining unit without a break in employment from another county position shall have their prior years of county service used to determine vacation accumulation and such time shall be used for years of service for retirement purposes (not retirement program).

Section 2. Seniority List. A seniority list shall be posted in the employees' work area and shall be kept current by the Employer.

Section 3. Loss of Seniority. An employee shall lose his/her status as an employee and his/her seniority if:

- (a) the employee quits or retires;
- (b) the employee is discharged and the discharge is not overturned by the grievance procedure;
- (c) He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which results in sentenced jail time excluding traffic, first offense alcohol related, and first offense domestic assault unless such misdemeanor offense interferes with the employee's ability to work.

Nothing contained herein is intended to preclude the imposition of discipline by the Employer for misdemeanors which Employer discipline shall be subject to the grievance procedure;

- (d) the employee fails to report for work for two (2) consecutive working days unless an excuse acceptable to the Employer is presented;
- (e) the employee fails to return on the required date following an approved leave of absence, vacation, disciplinary suspension, or recall from layoff unless an excuse acceptable to the Employer is presented;
- (f) the employee has been on layoff status for a period of eighteen (18) months or the length of his/her seniority, whichever is less;
- (g) if he/she intentionally makes a false statement on his/her employment application or other Employer record or document;
- (h) the employee has been on an Employer approved unpaid leave of absence for a period of one (1) year or the length of his/her seniority, whichever is less.

ARTICLE 7 JOB POSTING

Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer shall interview any bargaining unit employee who applies for that posted position. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

ARTICLE 8 LAYOFF AND RECALL

Section 1. Layoff. Layoffs shall be determined by the Employer and such layoff will be from classifications selected by the Employer. Employees shall be laid off in inverse bargaining unit seniority order provided that the senior employee(s) retained have the necessary

immediate qualifications to perform the remaining work as determined by the Employer. There shall be no bumping rights.

Section 2. Notice of Layoff. In the event of a layoff, employees to be laid off shall be given at least fourteen (14) calendar days written notice by mail or in person prior to the layoff and the Employer shall provide a copy to the Lodge.

Section 3. Recall. In the event of a recall from layoff, laid off employees shall be recalled to their former classification in the inverse order in which the employees were laid off. The Employer agrees to provide at least ten (10) days' written notice of recall from layoff which shall be either mailed or delivered in person to the employee at their last known address. The notice shall set forth the date, time, and place the recalled employee is expected to return to work. A recalled employee shall inform the Employer within five (5) days of receipt of recall notice that he/she intends to return to work. It is a laid-off employee's responsibility to keep the Employer informed of address changes. Failure by the employee to adhere to the above shall result in the employee's loss of seniority and recall rights.

Section 4. An employee who is laid off shall have his/her name remain on the recall list for a period of eighteen (18) months or for a period of time equal to his/her seniority at the time of layoff, whichever is less.

ARTICLE 9 **HOURS OF WORK**

Section 1. Scheduling the Work Week. Employees shall be scheduled to work at the discretion of the Director. The work schedule shall be posted thirty (30) calendar days in advance. All schedules are subject to change based on the needs of the Department as determined by the Director.

Section 2. Breaks. Each full-time telecommunicator who works an eight (8) hour shift shall normally be allowed a one-half (1/2) hour paid working lunch. Each full-time

telecommunicator who works a twelve (12) hour shift shall normally be allowed a thirty-five (35) minutes unpaid break for lunch. The specific lunch break will be scheduled as to not interfere with the normal work of the agency. Rest breaks are generally allowed twice a day for employees; one in the first half and one in the second half of the shift. Each rest break period is not to exceed fifteen (15) minutes and will be scheduled as to not interfere with the normal work of the agency. They do not accumulate if not taken.

Section 3. Work Week and Work Day Definition. Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week.

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

Section 4. Overtime. All work actually performed in excess of forty hours (40) in any work week shall constitute overtime work and shall be paid at the rate of time and one-half of the employee's regular rate of pay. Prior approval of overtime hours is required by the Director.

Section 5. Overtime Posting and Assignment of Overtime. At the beginning of each calendar year a new overtime roster shall be posted where it is accessible to all employees.

Overtime worked for each bargaining unit employee shall be categorized on the overtime roster as either (1) voluntary overtime or (2) forced overtime. A total column of all combined voluntary and forced overtime worked shall appear on the roster and shall be updated at least weekly.

Except in cases where the Employer has no time to post the voluntary overtime in advance because of emergency, or unforeseen staff shortages, opportunities for voluntary overtime shall be posted by the Director and employees shall be permitted to voluntarily sign up for overtime. Employees shall have the opportunity to sign up for posted overtime in segments of one (1) block of hours or one (1) shift per selection. First choice of voluntary overtime shall be afforded the employee with the least amount of total overtime worked (voluntary and forced). The next selection to be made by the employee with the next lower amount of total overtime worked, etc. until all segments of the then available overtime has been selected.

If no employee signs up for voluntary overtime and the Director has to force an employee to work overtime, the employee forced to work overtime shall be that employee with the least total overtime hours worked (voluntary and involuntary) on the overtime roster, unless such employee has not had reasonable time off since they last worked or at the start of their next shift, in which case the next employee will be drafted, excepting however, the Director may waive this in the event of unforeseen staff shortages or emergencies. No employee will be drafted under this provision if they are on vacation status or on a leave in conjunction with vacation, except in cases of emergency or unforeseen staff shortages.

If the Employer violates the overtime policy, the only remedy will be to offer the next available overtime to that employee.

Section 6. Compensatory Time. Compensatory time may be authorized by the Director for time worked in excess of forty (40) hours in any work week. Compensatory time may be taken upon mutual agreement of the employee and the Director. Employees shall not be allowed to accumulate compensatory time in excess of thirty-six (36) hours.

Section 7. Training Time. When the Director assigns an employee ("trainer") to work an entire day or more to train a new hire, the trainer will receive 50¢ more per hour for all hours

spent training the new hire. The training manual and the daily evaluation form ("DOR") must both be used by the trainer in order to be eligible for the above additional compensation.

ARTICLE 10 LEAVES OF ABSENCE

Section 1. Personal Leave Accrual. Full-time employees shall be allowed twenty-four (24) hours of paid personal leave of absence each calendar year (except new hires). New hires shall receive leave of absence on a prorata basis effective 120 days after the beginning of employment to the end of that calendar year. Personal leave time may be used only with prior approval of the Employer and may be used in conjunction with other accrued leave time with the prior approval of the Employer.

Section 2. Military Leave. Upon presentation of official orders for training, a full-time employee who is a member of an armed forces reserve unit or the National Guard will be granted a leave of absence to engage in annual training. Upon presentation of compensation records identifying the date of and payment made for the training program, the Employer shall pay the difference between the compensation received for the training and the compensation that would have been received had the employee worked as scheduled for up to ten (10) working days annually. In the event the annual training exceeds the ten (10) working days, additional days shall be granted as a leave of absence without pay or charged against the employee's accrued vacation leave if requested by the employee. Employees in the National Guard who must serve one week-end per month shall have their work schedule accommodated for such service.

Section 3. Jury Duty. The Employer shall pay an employee called for jury duty his/her regular straight time rate which he/she would earn if working, less an amount equal to the payment received for jury service (excluding mileage). The employee must return to work and work any hours out of his/her scheduled work day that he/she is not actually on jury duty if

released with one or more hours remaining on their work schedule. For shifts scheduled to begin at 5:00 p.m. or later, an employee shall not be required to report to work for a period of four (4) hours after completion of jury duty that day.

In order to receive payment, an employee must give the Employer at least two (2) days' prior notice that he/she has been summoned for jury duty, shall furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims such payment, and must furnish a copy of the payments received for jury duty.

Section 4. Sick Leave.

PAID SICK LEAVE - Full-time employees unable to come to work for reasons of personal disability, sickness, diagnostic examination, or sickness or disability within the immediate family are eligible to use earned sick leave credits, provided that they notify the Director or his/her designee as soon as possible but no later than one (1) hour prior to the start of the shift for which the employee will be absent unless emergency conditions make it impossible. Immediate family is defined as minor children, spouse and parents. It is expected that the employee shall keep the Director advised as to his/her condition and the probable date of return.

A certificate (verification) by a physician selected and paid for by the Employer if not covered by the employee's insurance may be required by the Director at any time, stating the cause or causes of the sickness or disability, and its expected duration or to verify same. The Employer will not pay for the doctor fee if the Employer's physician reports the employee is not or was not sick. The Employer may require the employee to obtain verification of illness from their own physician and at the employee's expense in addition to or in lieu of the above.

In the case of a work incapacitating injury or illness for which an employee is eligible for benefits under the County's Sickness and Accident Insurance program or the County's Workers' Compensation program, accrued sick or vacation leave credits may be utilized, at the

employee's request, to equalize the difference between the employee's normal bi-weekly after-tax earnings and the disability or compensation benefits. If an employee receives payments in excess of their regular salary, payments in excess shall be refunded to the County through payroll deduction or as otherwise determined by the Employer.

SICK LEAVE ACCRUAL AND PAYMENT - Effective 120 days after the beginning of employment, full-time employees shall accrue 4 hours sick leave per 80 regular, straight time hours worked, and may accrue an unlimited amount. Any accrued leave shall be forfeited upon termination of employment, except that upon death while employed with the County or upon retirement under the provisions of the County retirement plan, one-half of the employee's accumulated sick leave up to a maximum of 45 days shall be paid.

Section 5. Funeral Leave. Full-time employees shall be granted a leave of absence with pay not to exceed 3 days when death occurs in the immediate family defined as parents (step), spouse, children (step), mother-in-law, father-in-law, sister(step) and brother(step), and one day for grandparents. Such leave will not be deducted from sick leave. If additional leave time is requested, earned sick leave, vacation or unpaid time off may be authorized by the Director. Absences for other funerals are at the discretion of the Director.

Section 6. Family and Medical Leave. Bargaining unit members shall have the same provisions, terms and conditions of the Family and Medical Leave Act apply to them as that which are applicable to non-union county employees, which may change by resolution of the Board of Commissioners.

ARTICLE 11

HOLIDAYS

Section 1. Recognized Holidays. Full-time employees will receive eight (8) hours straight time pay for the following paid holidays, whether worked or not, and will be paid in a lump sum in a separate pay check the first pay day of December each year. If the non-

supervisory deputies unit of Clinton County agrees to a different method of payment, such method shall be applicable to this bargaining unit at the Employer's option.

NEW YEARS DAY	January 1
MARTIN LUTHER KING DAY	3rd Monday in January
PRESIDENTS' DAY	3rd Monday in February
MEMORIAL DAY	Last Monday in May
INDEPENDENCE DAY	July 4
VETERAN'S DAY	November 11
THANKSGIVING DAY	4th Thursday in November
FRIDAY AFTER THANKSGIVING	
CHRISTMAS EVE DAY	December 24
CHRISTMAS DAY	December 25
NEW YEARS EVE DAY	December 31

If an employee works on a holiday, they will receive time and one-half (1-1/2) their regular hourly rate of pay for all hours worked on that holiday if the start of their shift begins on the holiday.

Eligible employees shall only receive holiday pay if they work the scheduled day before and the scheduled day after a holiday, unless excused by the Director. Holiday scheduling is to be determined by the Director. To be eligible for holiday pay, the employee must not be suspended for disciplinary reasons the day of, before, or after a holiday. To be eligible for holiday pay, the employee must not be on layoff or an unpaid leave of absence, which unpaid leave includes workers' compensation and disability insurance. An employee who is scheduled to work on a holiday but fails to report to work, unless otherwise excused, shall not be entitled to holiday pay and may be subject to discipline.

ARTICLE 12 **VACATIONS**

Section 1. Vacation is accumulated on a biweekly basis for 80 hours regular straight time hours worked according to the following schedule for full-time employees:

<u>Years of Service</u>	<u>Rate</u>
0-4 months service	0
5 months through 5 years	3.08
6 years through 10 years	4.62
11 years through 14 years	5.39
15 years through 19 years	6.16
20 years and upward	6.93

Employees may utilize accumulated vacation time in units greater than one hour as approved in advance by the Director. An employee shall not accumulate vacation credits at any one time during the year in excess of the following schedule based on his/her accrual rate:

<u>Accrual Rate</u>	<u>Maximum Vacation Credit Hours</u>
3.08 Hours	120 Hours
4.62 Hours	160 Hours
5.39 Hours	180 Hours
6.16 Hours	200 Hours
6.93 Hours	220 Hours

Employees shall not be eligible for any other type of compensation in lieu of credits in excess of the maximum. Upon termination of employment, the employee shall be entitled to compensation for any earned but unused vacation time; however, employees terminating within the first six (6) months of employment shall not be eligible for payment of any vacation credits.

Section 2. Vacation Selection. Vacation selections shall pertain to each calendar year. The procedure for vacation selection shall be:

(1) During the month of November, each employee shall have the opportunity to select one block of vacation time by seniority rotation for the next calendar year. The block can be any number of vacation days so long as the period of vacation time is not interrupted with a work day and so long as the vacation days will be and are earned when taken.

(2) After completion of rotational vacation block selection on December 15, the Director shall post the calendar year's vacation schedule permanently where it is accessible to all bargaining unit employees. After posting of block vacations, employees can sign up for

vacation days in first come, first serve order. If two or more employees place a request on the same day for the same vacation time, only then is selection by seniority.

(3) If an employee withdraws any of their vacation days (either block or first come/first serve), the Director shall amend the calendar year vacation schedule within 5 week days (Monday through Friday) of the withdrawal so that all other employees have an opportunity to sign up for the withdrawn time based upon seniority beginning with the next senior employee from the employee giving up their vacation time. However, employees who desire to withdraw their vacation must do so in writing within thirty (30) days prior thereto unless waived by the Director.

(4) Notwithstanding any contrary provision, the Employer reserves the right to deny vacation requests in order to maintain proper staffing. However, vacation requests shall not be unreasonably denied. No more than one bargaining unit employee may be on vacation at the same time, without the approval of the Director.

(5) Employees cannot take the same vacation period in consecutive years unless no other employee signs up for the same period.

ARTICLE 13

INSURANCE

Section 1. Hospitalization Insurance. After one hundred twenty (120) days of continuous service, the County will provide hospitalization and dental insurance to the full-time employee and dependent coverage. The Master Medical provisions of the benefit plan for all groups which allows 80% reimbursement of prescription drug costs is eliminated. Chiropractic care from the benefit plan for all groups is reduced to \$1,000 per family per year. Plan A deductibles are increased to \$150/\$300, with out-of-pocket limits increased in Plan A from

\$600/\$1,200 to \$750/\$1,500. The Sparrow Health Network and/or Care Choices are added as alternatives to the PPOM network.

A. Health Insurance for Retirees: Employees who retire and are drawing retirement benefits from the Employer shall have the same terms and conditions for health insurance benefits apply to them as are provided to non-union County retirees which may change by resolution of the Board of Commissioners.

Section 2. Disability Insurance. Bargaining unit members shall have the same provisions, terms and conditions for disability insurance apply to them as are provided to non-union county employees, but the waiting period shall not exceed 90 days. Such provisions, terms and conditions may change by resolution of the Board of Commissioners.

Section 3. Continuation of Benefits. Notwithstanding any contrary provision, there shall be no liability whatsoever on the part of the Employer for any insurance premium for an employee or employees who are on layoff or leave of absence, other than paid sick leave or FMLA, beyond the date upon which such leave of absence or layoff commences. If an employee is granted a paid sick leave of absence, the Employer agrees to continue its applicable insurance contribution for a period of no more than three (3) months. This three months coverage includes disability insurance coverage.

Section 4. Selection of Insurance Carriers. The Employer reserves the right to select or change insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains substantially the same.

Section 5. Life Insurance. The County shall provide and pay the premiums for \$20,000 of life insurance for each full-time bargaining unit employee under the terms and conditions of its policy with the insurance carrier.

ARTICLE 14

WAGES AND RETIREMENT

Section 1. Rates. See attached Appendix A.

Section 2. Step Increases. Step increases indicated on the Employer's salary progression plan are not automatic. If the Director wishes to have personnel receive a step increase, the Director shall submit same to the Employer for implementation. If the Director does not recommend personnel for a step increase, the Director will notify the affected employee and Lodge steward in writing prior to the employee's anniversary date. The Director's decision to grant or deny a step increase shall be based upon an employee's evaluation. The Lodge may grieve the denial of a step increase.

Section 3. Retirement. Employees will be provided with the MERS C-2 (Base C-1 OLD) and vest after ten (10) years of service. Employees must be 60 years old to draw retirement benefits.

Effective as soon as possible after ratification of the agreement in 1996, employees will be provided with the MERS B-2, at employee cost through payroll deduction.

Effective January 1, 1998, employees will be provided with the FAC-3 Rider, at employee cost through payroll deduction.

The Employer has the right to conduct a re-evaluation of the cost of pension improvements (B-2; FAC-3) at Employer expense and an increase/decrease in employee cost will be adjusted accordingly.

ARTICLE 15

CAPTIONS

The captions used in each Article or section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

ARTICLE 16

NEW CLASSIFICATIONS

Whenever the Employer establishes a new classification within the collective bargaining unit, the Lodge shall be notified of the rate of pay assigned to the classification. The Lodge shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Lodge timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Lodge shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer after MERC mediation.

ARTICLE 17

POLICIES

Section 1. Resignation. Should an employee decide to leave employment, a minimum of a two (2) weeks prior notice in writing must be given to the Director. Failure to provide two (2) weeks prior notice will result in loss of accrued vacation time.

Section 2. Personnel Records. Personnel records are maintained in the County Administration Office. As required under State law, employees have the right to review and have a copy made of their personnel files provided the Director or a designee is present during the review.

Section 3. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in such employment in accordance with the following limitations.

An employee who participates in outside or supplemental employment will notify the Director in writing prior to engaging in such employment. The following guidelines shall be applicable to employees engaged in outside or supplemental employment.

Employees engaged in outside or supplemental employment shall:

- (a) Not use Employer facilities as a source of referral for customers or clients.
- (b) Not be engaged in during employee's normal working hours.
- (c) Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- (d) Not use Employer supplies, facilities, staff or equipment.
- (e) Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
- (f) Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

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

Section 4. Address Changes. It is each employee's responsibility to notify the Employer in writing of any change in name, address and telephone number as promptly as possible after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address and telephone number shown on his record for all purposes involving his employment.

Section 5. Bulletin Board. The Employer shall make bulletin board space available at the bargaining unit employees' work area which may be used by the employees for posting notices related to Lodge affairs only.

Section 6. Safety. The Employer and the Lodge will cooperate to achieve a safe working environment. The Employer shall make reasonable provisions to maintain its

equipment in safe operating condition and equipped with safety appliances as prescribed by law.

Section 7. Mileage. Employees required to use their vehicles for County business will be compensated upon written verification of same at the rate per mile established pursuant to County policy.

ARTICLE 18 **SEPARABILITY**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of operation of law or by a decree by a Tribunal or Court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

If any provision of this contract is held invalid or the enforcement or compliance with same is prevented by the occurrence of one, or more, of the events described above, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 19 **SUBCONTRACTING**

Notwithstanding any contrary provision in this contract, the Employer reserves the right to, at any time, subcontract or combine with other entities to do bargaining unit work; to purchase any or all work processes or services from other entities when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical or beneficial to have work performed by others. Prior to subcontracting bargaining unit work under this Article, the Employer shall

provide sixty (60) calendar days' notice to the Lodge if an employee is to be laid off as a result of the subcontracting. Upon request, the Employer or its designated representatives shall meet with Lodge officials to discuss the impact of the proposed subcontracting on the members of the bargaining unit within the above sixty (60) day period. However, the decision to subcontract is not grievable and shall be within the Employer's sole discretion.

ARTICLE 20

STEWARDS

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

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

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

Section 3. The Lodge will furnish the Employer, in writing, with the names of its Steward and all officials of the Lodge responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times

be advised as to the authority of individual representatives of the Lodge with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

ARTICLE 21

LODGE BARGAINING COMMITTEE

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

Section 2. One employee member of the Bargaining Committee will be paid for the time spent in negotiations in the event he/she is scheduled to work during a bargaining meeting but only for straight time hours they would otherwise have worked on their regular shift. The employee shall return to his/her work station after negotiations have terminated, provided that there is time left in their normal schedule. The employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of his/her normal shift.

ARTICLE 22

PYRAMIDING OF PREMIUM PAY

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

ARTICLE 23
WORKERS' COMPENSATION

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

An employee receiving Workers' Compensation payments shall not earn vacation and sick leave credits while on Workers' Compensation nor shall they be eligible to receive holiday pay. In the event an employee is off work and is being compensated under the Workers' Compensation Law for an on-the-job injury or illness, the Employer will continue for eligible employees for a maximum of ninety (90) days from the date of the injury, to pay the premiums on health and life insurance. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Worker's Compensation.

ARTICLE 24
GENDER

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

ARTICLE 25
WAIVER

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

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

ARTICLE 26

NON-BARGAINING UNIT PERSONNEL

Section 1. Part-Time Telecommunicators. The Employer shall have the right to employ part-time telecommunicators. Regularly scheduled part-time telecommunicators who work twenty-four (24) hours a week or more shall receive the following fringe benefits on a pro-rata basis: (1) vacation, (2) sick leave, and (3) retirement, but shall not receive any other benefits, such as, but not limited to, holiday pay, health and life insurance.

The Employer shall not lay-off full-time employees while two or more regularly scheduled part-time employees are being utilized. The Employer shall not use part-time employees to replace any full-time telecommunication positions except as provided below. However, a full-time position could be replaced by one part-time employee. Part-time employees may be used

while a vacant position, or positions, is being filled and under other circumstances in order to properly maintain 911 operations.

Part-time employees will not accrue any full-time seniority under the terms of this agreement.

Regularly scheduled part-time telecommunicators shall be subject to the dues check-off provisions of Article 3. No part-time telecommunicator, whether regularly scheduled or irregular part-time, shall be subject to the grievance procedure provisions set out in Article 4 in relation to matters of discipline or discharge.

Section 2. The Director and/or supervisors or other Central Dispatch personnel may perform bargaining unit work at any time.

Section 3. The Employer will not layoff full-time employees and hire irregular part-time employees to take their place.

ARTICLE 27

DURATION

This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 1998. Not earlier than ninety (90) days prior to the expiration of the contract either party may request that the other commence negotiations.

Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

Fraternal Order of Police

Linda Epkey

Dated: 6-6-96

Dated: _____

Dated: _____

Clinton County Board of Commissioners

Richard Hawks, Chairperson

Dated: _____

Lois Bracey, Chairperson
Personnel Committee

Dated: _____

APPENDIX A

FOR ALL EMPLOYEES HIRED BEFORE 4/8/96

1996** WAGES

TELECOMMUNICATOR

<u>START</u>	<u>6 mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
20,568	21,597	22,626	23,654	24,682
9.889/hr	10.3834/hr	10.8778/hr	11.3722/hr	11.8666/hr

1997 WAGES

TELECOMMUNICATOR

<u>START</u>	<u>6 mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
21,185	22,245	23,305	24,364	25,422
10.1857/hr	10.6949/hr	11.2041/hr	11.7134/hr	12.2226/hr

1998 WAGES

TELECOMMUNICATOR

<u>START</u>	<u>6 mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
21,821	22,912	24,004	25,095	26,185
10.4913/hr	11.0157/hr	11.5402/hr	12.0648/hr	12.5893/hr

**Retroactive for employees employed on date of ratification only.

FOR ALL NEW EMPLOYEES HIRED ON OR AFTER 4/8/96

1996* WAGES

TELECOMMUNICATOR

	<u>START</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Annual	19,969	22,187	23,424	24,682
Hourly	9.6005	10.6667	11.2617	11.8663

1997 WAGES

TELECOMMUNICATOR

	<u>START</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Annual	19,969	22,409	23,893	25,422
Hourly	9.6005	10.7733	11.4869	12.2223

1998 WAGES

TELECOMMUNICATOR

	<u>START</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Annual	20,169	22,633	24,371	26,185
Hourly	9.6965	10.8811	11.7167	12.5890

*Retroactive for employees employed on date of ratification only.

LETTER OF UNDERSTANDING BETWEEN
THE CLINTON COUNTY BOARD OF COMMISSIONERS
and
THE CAPITOL CITY LODGE NO. 141,
FRATERNAL ORDER OF POLICE

THIS LETTER OF UNDERSTANDING, dated this 15th day of July,
1996, is executed between the Clinton County Board of Commissioners ("Employer")
and the Capitol City Lodge No. 141, Fraternal Order of Police ("Lodge").

In consideration of the mutual promises and covenants contained herein, the
parties agree as follows:

1. The following named employee, Ellen Luttig, shall receive longevity at the
same rate she received prior to being covered by the FOP contract.
2. All the other terms and conditions specified in the Collective Bargaining
Agreement between the parties shall remain in full force and effect.

COUNTY OF CLINTON

By _____
Richard Hawks
Chairperson
Board of Commissioners

By _____
Lois Bracey
Chairperson
Personnel Committee

CAPITOL CITY LODGE NO. 141,
FRATERNAL ORDER OF POLICE

By Linda A. Epkey

By _____