

## **AGREEMENT**

This Agreement shall be effective upon execution of the parties and is by and between the **COUNTY OF CHIPPEWA**, hereinafter referred to as "Employer" and **GOVERNMENTAL EMPLOYEES LABOR COUNCIL**, hereinafter referred to as the "Union."

### **ARTICLE 1 PURPOSE AND INTENT**

**Section 1.** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

**Section 2.** The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees covered by this Agreement.

### **ARTICLE 2 RECOGNITION**

**Section 1.** Pursuant to and in accordance with all application provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular full-time employees of the Employer classified as 9-1-1 dispatchers and excluding all other County employees.

**Section 2.** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

**Section 3.** Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume

his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

**Section 4.** In accordance with the provisions set forth under this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for probationary employees, the payment shall start thirty-one (31) days following the date of employment. The Employer will provide thirty (30) days notice to the employee of failure to pay fees upon notification from the Union.

**Section 5.** If any provision of this Article is invalid under either federal or state law, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

**Section 6.** It is further agreed that the Union shall defend, indemnify, and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of the initiation fees, dues, collection or agency initiation dues, as herein or hereafter provided.

### **ARTICLE 3 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 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, transfer, layoff and recall personnel; to establish, amend, supplement or delete 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, to discipline and discharge employees for just cause, 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 4 REPRESENTATION**

**Section 1. Collective Bargaining Committee.** The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than two (2) employees selected or elected by the Union from employees covered by this Agreement who have seniority. One member of the collective Bargaining Committee shall be the President of the Union's local association. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer.

**Section 2. Identification of Union Representatives.** The Director and County Controller shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, the Staff Representative of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

**Section 3. Special Conferences.** Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

**Section 4. Bargaining and Special Conference Time.** One employee may be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Department. Members of the Collective Bargaining Committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations or special conferences; provided, however, that preparation for negotiations and special conferences and meetings with other bargaining unit members shall be conducted outside of working hours, unless authorized by the Director.

**Section 5. Union Access.** Authorized representatives of the Union shall be permitted to visit the operation of the Department during working hours with prior authorization from the Director which shall not be unreasonably withheld, provided that such visits shall not be disruptive to the normal operations of the Department.

**Section 6. Disciplinary Interviews.** In the event that an employee is scheduled for a disciplinary conference, the employee may request to have a union steward present during the disciplinary conference.

## **ARTICLE 5 AGENCY SHOP, PAYROLL DUES DEDUCTIONS**

**Section 1.** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- (a) Accordingly, it is fair that each employee in the bargaining unit may pay his/her own way and assume his/her fair share of the obligation, along with the grant of equal benefit contained in this Agreement, including dues and initiation fees.
- (b) In accordance with the policy set forth under paragraph (a) of this Section, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, who have been employed for thirty-one (31) days with the first payroll period after contract ratification.
- (c) If any provisions of this Article are invalid under Federal Law, or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

**Section 2.** During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- (a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- (b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

**Section 3.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues; or in reliance on any list, notice, certification or authorization

furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

## **ARTICLE 6 NO STRIKE/NO LOCKOUT**

**No Strike Pledge.** The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

**No Lockout.** The Employer agrees not to lockout bargaining unit members or prevent bargaining unit members from reporting to work.

## **ARTICLE 7 STEWARDS**

The Employer recognizes the right of the Union to designate a Steward and an Alternate Steward. Once the Steward and Alternate Steward are selected, their names will be submitted to the Director.

The authority of the Steward shall be limited to and shall not exceed the following duties.

1. The investigation and presentation of grievances in accordance with the provisions of the grievance procedure.
2. The transmission of such messages to management and information which shall originate with and is authorized by the Local Union or its officers; provided such messages and information:
  - (a) Have been reduced to writing or where necessary, presented verbally.
  - (b) The Steward may be excused from regular work assignments for the purpose of grievance investigation upon obtaining prior approval from the Director or his/her designee. The Steward shall complete grievance investigations as quickly as possible and in such a manner so as to not interfere with the performance of work of other employees.

## **ARTICLE 8 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 adequately

set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer 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) working days under the terms and requirements as stated above, by submitting the written grievance to the department head. Within five (5) working days after receiving the written grievance from the employee, the department head shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The five (5) working days shall not include the day the grievance was received by the department head. The department head does not have the authority to provide to any employee economic benefits which exceed those provided under this contract.
- Step 2. The Union may appeal the decision of the department head to the County Controller. The request for the appeal to the County Controller must be made in writing within five (5) working days after the answer given in Step 1. The County Controller shall respond to the grievance within five (5) work days following receipt of the grievance appeal.
- Step 3. In the event the grievance is not satisfactorily settled, the Union shall have the authority to submit the grievance to binding arbitration within ten (10) days after receiving the Employer's Step 2 answer. Should the Union decide to arbitrate a grievance, the grievance shall be filed with the Federal Mediation and Conciliation Service, requesting a list of seven (7) Michigan arbitrators, whose rules shall govern the arbitration process. Compensation for and the expenses of the arbitrator shall be borne by the non-prevailing party as determined by the arbitrator. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

**Section 2.** When reference to 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 3. Time Limits.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. IF the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step within Section 1. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

**Section 4. Discharge Grievances.** All grievances concerning discharge shall be initiated at Step 3 of the Grievance Procedure. A written grievance signed by the Steward, a non-employee representative of the Union or the discharged employee shall be filed within three (3) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

**Section 5. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative, judicial or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the judicial, statutory or administrative remedy, the Union 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 judicial, 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.

## **ARTICLE 9 SENIORITY**

**Section 1. Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire in a bargaining unit position, excluding leaves of absence of more than twenty (20) consecutive days. Seniority for employees hired on the same day shall be determined by the employee's last four (4) social security numbers with the lower number having greater seniority.

**Section 2. Loss of Seniority.** An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- (A) If he/she quits or retires;
- (B) If he/she is discharged and such discharge is not reversed through the grievance procedure;
- (C) He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which results in jail time;
- (D) If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- (E) If he/she has been on layoff status for a period of one (1) year or the length of his/her seniority, whichever is less;
- (F) If he/she fails to report for work within five (5) days following notification of recall mailed or delivered to his/her last known address;

- (G) If he/she fails to inform the Employer within two (2) working days following receipt of notification of recall that he/she intends to return to work for the Employer;
- (H) If he/she makes an intentionally false statement on his/her employment application;

**Section 3. Seniority List.** The Employer shall publish a seniority list annually, a copy of which shall be provided to the designated Union representative.

## **ARTICLE 10 NEW CLASSIFICATIONS**

**Section 1.** Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objections is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union 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.

## **ARTICLE 11 LAYOFF AND RECALL**

**Section 1.** Layoffs shall be determined by classification. In reducing the work force, the last employee hired or transferred in the classification affected by the layoff shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer. The Union and Employer recognize that there may only be one (1) person in each classification affected by the layoff. Therefore, if there is only one (1) employee in the classification and a layoff occurs, that employee will automatically be laid off. There shall be no bumping rights for employees who are laid off. Part time employees shall be laid off before probationary full-time employees and probationary full-time employees shall be laid off before non-probationary full time employees.

**Section 2.** In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by mail or in person with a copy to the Union. In the event of recall, ten (10) days notice mailed or delivered to his/her last known address shall be made. In the event the employee fails to return to work within that ten (10) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

## **ARTICLE 12 PROBATIONARY EMPLOYEES**



New regular employees hired in the unit shall be probationary employees for the first twelve (12) months of employment. The rights and benefits afforded under this contract shall commence upon successful completion of the probationary period, except health insurance coverage shall be from date of hire, and sick leave shall be afforded thirty (30) days from the hire date. During the probationary period, an employee shall be "at will" and may be disciplined or discharge with or without cause. The Union shall not represent probationary employees with respect to disciplinary matters and there shall be no recourse to the grievance procedure for disciplinary matters by either the employee or the Union during this period..

### **ARTICLE 13 JOB POSTING**

**Section 1. Posting Period.** 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 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.

**Section 2. Qualifications.** The posting shall list the qualifications for the position.

**Section 3. First Consideration.** Internal candidates shall be considered first.

**Section 4. Trial Period.** There shall be a sixty (60) day trial period. The Employer may return the unit member to his former position within the trial period.

### **ARTICLE 14 HOURS OF WORK**

**Section 1. Scheduling the Work Week.** The Chippewa County Dispatch Center is a 24 hour Facility and will operate 24 hours per day, 7 days per week, including holidays. Employees shall be scheduled to work at the discretion of the Employer. The work schedule shall be posted in advance. All schedules are subject to change based on the reasonable needs of the Employer.

**Section 2. Breaks.** Each full-time employee shall be allowed a paid lunch or dinner break of up to one-half hour. Breaks 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.

**Section 4. Overtime.** Eligible employees who are required to work in excess of 40 hours per week (Sunday through Saturday) or in excess of their regular scheduled shift will be eligible for the overtime compensation. Prior approval of overtime is required from the Director or his/her designee. Employees who are required to work in excess of 40 hours in any one week shall be compensated at the rate of time and one half (1 1/2) their regular rate of pay for all such

hours. Vacancies, which the Employer fills, and extra work opportunities may first be offered to part-time employees before full time. Any paid time taken off shall be counted as hours worked.

**Section 5. Compensatory Time.** Employees may elect to take compensatory time in lieu of overtime payment with advance, written approval of the Employer. Such compensatory time shall be computed at the rate of which it was earned. Such compensatory time earned shall be utilized within six (6) months of earning, with written approval submitted at least forty-eight (48) hours in advance. Compensatory time usage will not be approved if an overtime situation is created.

**Section 6. Shift Assignments.** Probationary employees shall be assigned work shifts by the Director or his/her designee. Thereafter, non-probationary employees may bid by seniority for vacant shift openings once every twelve (12) months. This will occur by the end of the second full week in January with changes to begin at the start of the first full pay period in February. New employees hired after shifts have been bid may replace the least senior, non-probationary employees on a shift if so assigned by the Director for no more than six (6) months. Vacancies of more than sixty (60) days occurring between shift bid periods will be offered to the senior employees before being offered to part-time employees.

## **ARTICLE 15 LEAVES OF ABSENCE**

### **Section 1. Family Medical Leave Act.**

A. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for a period not to exceed twelve (12) weeks in one (1) calendar year in the case of leaves due to the employees own serious health condition making them unable to perform the functions of their job, or one hundred eighty (180) days in any one calendar year for any of the other reasons outlined below. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the County Controller or his designee. A personal leave of absence may be granted in the following cases:

- (1) A serious health condition that makes the employee unable to perform the functions of his/her position;
- (2) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
- (3) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or

- (4) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- B. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
- C. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
- D. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
- E. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
- F. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993.
1. Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under the conditions listed in Section A above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick time (except under conditions (3) or (4) listed in Section A above), vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.
  2. Reinstatement After Leave. When a leave of absence under Section A is granted for more than twelve (12) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.

3. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
- b. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

4. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

- a. The date on which the serious health condition commenced;
- b. The probable duration of the condition;
- c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- d. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
- e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
- f. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;

- g. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
  - h. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
5. Second opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
6. Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
7. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

**Section 2. Sick Leave and Sickness and Accident Insurance.** The Employer agrees to pay the full premium for the short term and long term disability policy. The policy takes effect on the first (1<sup>st</sup>) day of injury or hospitalization and the eighth (8<sup>th</sup>) day of illness. The benefit level for short-term coverage (12 weeks) will be sixty-six and two-thirds percent (66 2/3%) of weekly salary to a maximum benefit of \$500 per week. The benefit level for long term (24 months) shall be sixty-six and two-thirds (66 2/3%) to a maximum benefit of \$5,000 per month. Employee's sick leave banks are capped at one hundred sixty-eight (168) hours. On January 1 of each year, each employee shall be credited with eight (8) sick days equal to the individual employees regularly scheduled work day. At the end of the year, employees who do not have one hundred sixty-eight (168) hours in their sick time bank shall have the unused portion of the eight (8) days credited to their bank so as to bring their banks to one hundred sixty-eight (168)

hours. Any unused hours remaining shall be paid to the employee at the rate it was earned. This payment shall occur on the first pay period in January.

Employees are permitted to draw from their accumulated sick leave banks in cases of illness or to make up the difference from the short-term benefit to a maximum of one hundred percent (100%) of regular pay per week.

Sick leave may be used for cases of actual sickness only. Abuse of such policy shall be cause for discipline, up to and including dismissal. An employee shall promptly notify the Director, or designee of any illness or disability, which will prevent said employee from working. Proof of illness by means of a signed statement from a physician, may be requested by the Director for any absence in excess of three (3) days per period or one hundred twenty (120) hours per year.

After having accumulated three (3) years of seniority, employees shall be entitled to payment of fifty percent (50%) of all unused sick leave upon severance from the employers for any reason except discharge for just cause.

An employee returning for sick leave will resume the classification and shift previously held, provided said employee can perform the required work. Only one such physician statement need be supplied if a chronic condition is indicated.

**Section 3. Unpaid Personal Leave.** Employees may be granted an unpaid personal leave not to exceed ninety (90) calendar days if approved by the Employer. Requests for personal leaves shall be in writing, signed by the employee, and given to the County Controller. Such requests shall state the reason for the leave and, if approved, shall be signed by the County Controller.

**Section 4. Paid Personal Days.** Employees may use two sick days as personal days annually (if they have sufficient sick time banked). Requests for use of personal days shall be submitted in writing to the Department Head at least forty-eight (48) hours in advance. Requests, if approved, shall be signed by the Department Head.

**Section 5. Jury Duty.** In the event a full-time employee is summoned for jury duty or as a witness in a case in which the employee is not a party, a paid leave of absence shall be granted for that purpose. The Employer will pay the employee their normal wage for that period of time required for said duty. Any monies or fees received by the employee shall be turned into the Employer. In the event that the employee is scheduled to work the night shift either the night before or the night of the court appearance, said employee shall be excused from duty for the amount of time equal of the court appearance not to exceed eight (8) hours.

**Section 6. Military Leave.** Military/reserve leave shall be provided in accordance with applicable law.

**Section 7. Bereavement.** Employees shall be granted up to three (3) consecutive days off with pay for a death in the employee's immediate family. The immediate family shall include the following:

Spouse	Children and step children
Parents and step parents	Brothers and step brothers
Sisters and step sisters	Grandparents
Grandchildren	Mother-in-law
Father-in-law	Dependents living at the house

**Section 8. Medical Verification.** The Employer reserves the right to require medical verification for any leaves taken under this Article for medical reasons. Absences of one (1) day shall not require medical verification unless abuse is suspected.

## **ARTICLE 16 INSURANCE BENEFITS**

**Section 1. Hospitalization Insurance.** The Employer agrees to pay the required premiums for each full-time bargaining unit employee who has completed ninety (90) calendar days of employment with the Employer, the Employee's spouse, and all dependents under the age of nineteen (19) years, under the Blue Cross/Blue Shield Medical Insurance Program, or an alternate program of health insurance coverage selected by the Employer pursuant to this Agreement. The Employer reserves the right to: select or change the insurance carrier and to choose and change the administrator of such insurance program, provided the level of such benefits remains substantially the same. In the event the Employer and the Union are unable to agree on whether a proposed plan is substantially the same, the dispute shall be submitted to binding arbitration for a decision.

**Section 2. Payment of Health Insurance Costs.** Effective as soon after the signing of this agreement in 2008, the Insurance program shall be changed as follows with Blue Cross/Blue Shield:

Community Blue PPO – Non-Standard Plan  
 D25P, D500NP, 30% NP, RX 10/40  
 Emergency Room \$50.00  
 Office visits including chiropractic services \$15.00  
 Preventative services \$250.00  
 Deductible \$250/\$500  
 Drug Rider \$10/\$40, Rx Rider, Riders CI, PCD, PD-CM  
 Hearing Aid coverage  
 Vision Series A80  
 Dental 50 50 50 1000 OS 50 1000

**Section 3. Obligation to Continue Payments.** The Employer agrees to pay the required premiums for health insurance and life insurance of an employee while on pregnancy leave, layoff or approved leave of absence to a maximum of six (6) weeks. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1<sup>st</sup>) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury for a period of up to twelve (12) months, and who are on a disability leave of absence for a period of up to six (6) months.

**Section 4. Term Life Insurance.** All full-time and regular part-time employees shall be eligible for basic life insurance policy coverage in the amount of \$30,000 for each eligible employee. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the required monthly premium for eligible employees.

**Section 5. Liability Insurance.** The Employer shall continue to provide liability insurance covering employees for certain work-related actions.

**Section 6. Employees Not Needing Health Care Insurance.** Employees who have available health care insurance through an alternate source and elect to drop out of the County's health care plan shall be eligible to receive \$125.00 per month in lieu of health care insurance. This may be paid to the employee in a separate check each month or put into the employee's account under the County's deferred income plan. This election shall be made on an annual basis and shall be effective for that full year. In the event that an employee loses coverage under the alternative source, they shall be returned to coverage under the County's plan as soon as possible. Spouses of eligible employees shall not be eligible for this benefit.

**Section 7. Retiree Coverage.** Eligible retirees who receive health insurance upon retirement shall receive coverage equal to, but not better than the active contract. Premiums for health insurance shall be consistent with the following schedule. The benefit shall be subject to the rules of the insurance carrier.

A. The Employer agrees to pay a retiree's family cost of the bargaining unit hospitalization/medical insurance in effect on the date of the Employee's retirement, as follows:

<u>YEARS OF SERVICE AND AGE</u>	<u>PERCENT OF PREMIUM PAID</u>	<u>LENGTH OF PREMIUM PAYMENT</u>
20/55	100%	15 Years
15/55	75%	10 Years
10/50	50%	5 Years

\* Upon the employee's death, the spouse and/or family coverage will cease, with all federal and states COBRA laws being offered.



B. Employees hired after January 1, 2008 and become eligible retirees with the Employer shall NOT be afforded health insurance premium benefits, upon retirement. A health care savings program, with Municipal Employees' Retirement System (MERS) has been established for these employees to participate in, with the Employer funding 1% of the employee's annual base wage, which will match the employee's contribution. The funding for this program will begin on the Employee's one year anniversary date.

## **ARTICLE 17 RETIREMENT**

**Section 1. Retirement.** During the term of this Agreement, the program of retirement benefits provided for in Plan B-3, FAC-3, and E-2 of Michigan Municipal Employees Retirement System shall be in effect for employees covered by this Agreement. The employee contribution level shall be 2% of his/her gross annual salary with the Employer paying the remaining cost to fund the plan.

## **ARTICLE 18 HOLIDAYS**

**Section 1.** All full-time employees shall be entitled to the following holidays with eight (8) hours pay provided the employee worked the last scheduled work day prior to, and following, the holiday.

New Year's Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Employee's Birthday

Add Day after Thanksgiving and Veterans Day (November 11<sup>th</sup>)

**Section 2. Holiday Eligibility.** Eligibility for holiday pay is subject to the following conditions and qualifications:

- A. The employee must work his scheduled hours on the Employer's last regularly scheduled workday before the holiday and on the Employer's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer. Sick leave shall not constitute approved absence for purposes of holiday pay without written medical verification.
- B. The employee must be on the active payroll as of the date of holiday. For purposes of this section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, while receiving workers' compensation for more than twelve (12) consecutive months, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday, unless otherwise excused by the Employer.

**Section 3. Holiday Celebration.** Whenever one of the above designated in Section 1 falls on a Sunday, the Monday following shall be considered the official holiday and whenever one of the above designated holidays falls on a Saturday, the immediate preceding Friday shall be considered as the official holiday. This Section shall apply only to employees who normal schedule of work is Monday through Friday, and those employees working on other schedules will celebrate the holiday on its actual date.

**Section 4. Holiday Pay.** Eligible employees shall receive eight (8) hours of holiday pay for each recognized full day holiday. All holiday pay shall be at the employee's straight time regular rate of pay and shall be paid annually in December at the rate in effect on the proceeding January first. For all regular hours worked on holidays, holiday pay at time and one-half shall be paid. For purposes of this section, a holiday shall be deemed to begin at the beginning of the first shift on the holiday and shall end twenty-four (24) hours later. Employees who are called into work on a holiday shall receive holiday pay for all hours worked in addition to pay at two times (2x) their regular straight time rate of pay.

**Section 5. Holiday During Vacation.** In the event that a holiday should occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and the day will not be charged against accrued vacation leave.

## ARTICLE 19 VACATIONS

**Section 1. Vacations.** All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<b><u>Anniversary Date Seniority Required</u></b>	<b><u>Maximum Hours of Pay Accrued Annually</u></b>
After one (1) year	40
After two (2) years	80
After five (5)*years	120
After twelve (12) years	160

- This is not a retroactive benefit.

Vacation leave accrues on a yearly basis and is credited to eligible employees each year on their anniversary date, based upon their years of continuous service with the Employer as of their anniversary date.

A day of vacation shall equal the hours the Employee is scheduled for on that day.

**Section 2. Vacation Scheduling.**

- A. Employees may schedule time off for their vacation during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally. Any scheduled vacations that cannot be taken due to the Employer's requirements will be paid out.
- B. Vacation requests must be submitted by the employee to their immediate supervisor by April 1 of each year. Vacation leaves of less than one (1) week shall not be allowed unless specifically approved by the department head. Employees shall be permitted to utilize vacation in one (1) hour increments but only for hours at the beginning or end of a scheduled shift. In case of conflict between employees who have properly submitted their application for vacation leave prior to April 1<sup>st</sup>, the employee with the greatest seniority shall be given preference. Vacation leave requests submitted after April 1<sup>st</sup>, shall be on a first come first serve basis. Vacation leave shall be considered mandatory, except in unusual circumstances. In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the Employer. A maximum of five (5) days' vacation time may be carried into the following year, provided, however, such carry-over vacation time may not be accumulated from year-to-year.

**Section 3. Benefits on Termination.** Employees who leave the employ of the Employer prior to their anniversary date in any year will not accrue any vacation leave for that year. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave in any of the following circumstances

- A. If any employee retires in accordance with the retirement plan currently in effect.
- B. If an employee resigns from employment and a minimum of two (2) weeks advance notice is given.
- C. If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.

**Section 4. Vacation Basis.** Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave or works in lieu of such leave.

**Section 5. Adjustment to Workweek Schedule.** The full and pro rata benefit eligibility figures set forth in Section 2 shall be adjusted to conform to an employee's normal work schedule. To qualify for a full vacation benefit, employees must actually work 1,600 straight time hours. Similar adjustments shall be made by the Employer to the pro rata benefit schedule and to the "hours pay" and "time off" figures set forth in Sections 1 and 2.

**ARTICLE 20  
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 in arbitration 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 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 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 21 PART-TIME EMPLOYEES**

Part-time employees are those employees who are regularly scheduled for thirty two (32) hours in a pay period for ninety (90) consecutive days. Part-time employees shall receive prorated benefits.

## **ARTICLE 22 GENERAL**

**Section 1. Union Access to Employer Records.** The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at a reasonable time, at the discretion of the Employer.

**Section 2. Payroll Period.** The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. The Employer shall post, monthly, a current list of each employee's accumulated sick leave and vacation leave.

**Section 3. Employer Required Bond.** Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

**Section 4. Captions.** The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

**Section 5. Bulletin Board.** The Employer will provide a bulletin board which may be used by the Union for posting notices relating to recreational and social events, elections, results of elections and meetings.

**Section 6. Mileage.** Employees required to use their private vehicle in the performance of job duties or for travel related to training conducted outside of Chippewa County shall be reimbursed for actual mileage at the current rate allowed by the County.

## **ARTICLE 23 EQUIPMENT, ACCIDENTS AND REPORTS**

**Section 1.** The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

**Section 2.** Any employee involved in any accident shall immediately report said accident and any physical injury sustained; and the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

**Section 3.** It is the duty of the employee, and he/she shall immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment or tools that have been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the designated supervisor.

## **ARTICLE 24 WORK ASSIGNMENTS**

Supervisors may perform bargaining unit work at any time, but shall not be used to permanently replace any bargaining unit member.

## **ARTICLE 25 SUPPLEMENTARY EMPLOYMENT**

Part-time supplemental employment for full-time employees is not encouraged, but is permitted under the following conditions:

- (a) That the additional employment must in no way conflict with the employee's employment, or conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.

- (b) The department head shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least twenty-four (24) hours prior to engaging in supplemental employment.
- (c) That he/she keep the department head informed of contemplated changes in his/her supplemental employment.

**ARTICLE 26  
WORKER'S COMPENSATION**

Employees are covered by worker's compensation insurance. Each employee shall report on the job injury to the Department head or his designee immediately. Employees being paid worker's compensation payments shall have their health insurance premiums paid for by the Employer for twelve (12) months. After twelve (12) months, the employee may continue the health insurance by paying the premiums to the Employer, and if permitted by the insurance carrier. No other benefits shall continue or accrue during the time an employee is on worker's compensation, such as but not limited to, vacation and personal leave, sick and accident insurance, life insurance and holiday pay.

**ARTICLE 27  
ADDRESS CHANGES**

An employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within seven (7) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

**ARTICLE 28  
PERSONNEL POLICIES**

The Employer reserves the right to establish, publish and change from time to time personnel policies, including reasonable rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement.

**ARTICLE 29  
SEPARABILITY**

If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article 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 that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

**ARTICLE 30  
UNIFORMS**

The Employer requires that employees are appropriately dressed and employees shall be provided with uniform shirts to be worn on duty. The employer shall not be required to pay for or otherwise provide for the cleaning of any uniform shirt.

**ARTICLE 31  
GENDER**

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

**ARTICLE 32  
PYRAMIDING OF PREMIUM PAY**

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

**ARTICLE 33**

**WAGES**

**Section 1.**

	Effective 1/1/2008	Effective 1/1/2009	Effective 1/1/2010
Start	\$13.67	\$14.08	\$14.50
90 Day	\$13.80	\$14.22	\$14.64
1 Year	\$14.18	\$14.61	\$15.05
2 Years	\$14.71	\$15.15	\$15.60
3 Years	\$15.26	\$15.72	\$16.19
4 Years	\$15.83	\$16.31	\$16.80
5 Years	\$16.43	\$16.92	\$17.43

**Section 2. Longevity.** Each Employee covered by this Agreement will receive, in addition to his/her regular pay, a longevity payment to be added to his/her wage. Said payment to be based upon the following schedule:

Four (4) through Seven (7) Years

5 cents per hour

Starting with the Eighth (8) year  
Through Eleven (11) Years

10 cents per hour

Starting with the Twelfth (12)

15 cents per hour

**Section 3. Shift Premium.** A twenty-five cent (\$.25) per hour shift premium will be paid for hours worked from 7:00 pm to 7:00 am.

### **ARTICLE 34 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, 2010. Not earlier than ninety (90) days prior to the expiration of the contract on December 31, 2010, 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.

COUNTY OF CHIPPEWA

GOVERNMENTAL EMPLOYEES  
LABOR COUNCIL

\_\_\_\_\_  
Earl Kay, Chair

\_\_\_\_\_  
Connie Jaros

\_\_\_\_\_  
Ted Postula, Commissioner

\_\_\_\_\_  
Anna Allen

\_\_\_\_\_  
Bernie LaJoie, Commissioner

\_\_\_\_\_  
Jerry Caster, Representative