

AGREEMENT

Between

GOVERNMENTAL EMPLOYEES  
LABOR COUNCIL

For

IONIA COUNTY E-911 CENTRAL DISPATCH  
TELECOMMUNICATIONS UNIT

And

IONIA COUNTY BOARD OF COMMISSIONERS

JANUARY 1, 2009 through DECEMBER 31, 2011

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## AGREEMENT

This agreement shall be effective **January 1, 2009**, and is by and between the IONIA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as Board or Employer, and The GOVERNMENTAL EMPLOYEES LABOR COUNCIL, IONIA COUNTY E-911 CENTRAL DISPATCH, TELECOMMUNICATIONS UNIT, hereinafter referred to as the Union.

### ARTICLE 1. RECOGNITION

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

All Regular Full-time Telecommunicators employed by Ionia County as dispatchers at Ionia County Central Dispatch.

Excluding: All other employees including, but not limited to, supervisors, confidential and executive employees.

### 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 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, suspend, discipline, demote, discharge, layoff and recall personnel; suspension, discipline, and discharge shall be for just cause for non-probationary employees; to establish, amend, supplement or delete work rules and regulations; to make judgments as to ability and skill of employees; to establish and change reasonable 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 constructed as delegating to others or as reducing or abridging any 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. UNION SECURITY AND CHECK-OFF**

**Section 1. Union Security and Check-Off.** The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union's dues subject to all of the following:

- A. The Union shall obtain from each of its members a completed check-off authorization form, which shall conform, to the respective state and federal laws concerning that subject or any interpretations made thereof.
- B. All check-off authorization forms shall be filed with the Employer who may return any uncompleted or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- C. All other employees covered under this agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due to the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for other Union activities.
- D. The Employer shall check-off only obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- E. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- F. Any employee covered by the terms of this agreement may join or terminate membership in the Union by written notice to the Employer and in the amount owing the Union shall reflect accordingly with the next payment from the employee due the Union.
- G. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fee to be

deducted from the wages of the employees as in accordance with this Article. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

- H. The Union agrees to indemnify, defend, 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 and/or representation fees or in reliance on any list, notice, certification, or authorization or requirement furnished under this Article. The Union assumes full responsibility for the disposition so made, once they have been sent to the Union.
- I. The Union shall exclusively use the following check-off authorization form as herein provided: Form attached to back page of contract.

#### **ARTICLE 4. SPECIAL CONFERENCES**

**Section 1. Request for Special Conference.** Special conferences for important matters will be arranged between the Union and the Employer upon the request of either party. When such request is made, an agenda of the matters to be discussed at the meeting shall be outlined. Special conferences are not to be requested frivolously or for trivial matters.

**Section 2. Schedule for Special Conference.** Special conferences shall be scheduled at mutually agreeable dates/times within fourteen (14) calendar days, when possible, after the request is made. Matters discussed at special conferences shall be restricted to the items listed on the agenda.

**Section 3. Wage for Special Conference.** Bargaining unit employees who are required to be present shall not lose pay for time lost during these conferences. Bargaining unit members may attend special conferences during work hours only when released by the Employer.

#### **ARTICLE 5. 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 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 or the Union 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, except that step 1 may be omitted should the step 1 supervisor not have the authority to grant the adjustment requested.

**Step 1:** By conference between the aggrieved employee and/or steward with the supervisor, within five (5) working days of the occurrence giving rise to the grievance. The supervisor shall give his/her answer within five (5) working days of the conference.

**Step 2:** If not satisfied with the supervisor's answer, or if no answer is received within the time limit, it shall be the responsibility of the aggrieved employee, or steward in the case of a group grievance, to reduce the grievance to writing and to deliver the written grievance to the Director or his/her designee within ten (10) working days from the date a step 1 answer is received or the step 1 answer was due. The Director or designee shall return his/her written answer within ten (10) working days. If step 1 is omitted, the employee or steward shall present the written grievance within seven (7) working days of the occurrence giving rise to the grievance.

**Step 3:** If not satisfied with the Employer's answer, the Union may appeal the decision to a committee established by the Board of Commissioners to hear employee grievances. The request for the appeal must be made in writing within five (5) working days after receipt of the Step 2 answer is received. The request shall be addressed to the Chairperson of the Board of Commissioners with a copy to the County Administrator and Director. The committee shall hear the appeal within sixty (60) calendar days after a request is received. The employee and/or Union representative may present witnesses and evidence. Likewise, the employer may also present witnesses and evidence. The answer of the committee shall be given within twenty (20) calendar days after the hearing. The decision of the committee shall be final and binding on the parties, except for the exceptions noted in Step 4.

**Step 4:** If the grievance is not resolved at Step 3, the Union shall present a written demand for arbitration within thirty (30) calendar days after the answer at Step 3 to the Chairperson of the Board of Commissioners with a copy to the County Administrator and Director and to the Federal Mediation and Conciliation Service (FMCS) for the selection of an arbitrator in accordance with FMCS 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 benefits, or disciplinary action resulting in suspension of more than 40 hours or termination. Any discipline, which did not result in termination or suspension of more than 40 hours, such as letters of reprimand, suspensions of 40 hours or less, etc., cannot be submitted to arbitration. If discipline resulting in termination or suspension of more than 40 hours arose from an incident involving controlled substances, illegal drugs, and/or alcohol, failure to submit to drug testing, or conviction of a crime other than a simple misdemeanor, the Arbitrator's jurisdiction is limited to questions of fact and not the appropriateness of the penalty. The rules of the FMCS 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 the doctrine 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 its 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 shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Union and the Employer.

**Section 2. Failure to Follow Time Limits.** The failure of either party to follow the time limits 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 Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

**Section 3. Extension of Time Limits.** When reference is made to working days, only the days actually worked by the person upon whom the time limit is imposed are counted. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

**Section 4. 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 remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided in this contract. If the 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.

## **ARTICLE 6. NO STRIKE**

**Section 1. 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 Union, 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 concentrated 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 their duties of their employment or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Ionia County E-911 Central Dispatch. 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.

## **ARTICLE 7. PROBATIONARY PERIOD**

**Section 1. Probationary Period.** All employees shall be considered probationary employees until the employee has successfully completed twelve (12) months of continuous full-time employment. Provided, however, that if an employee is absent from work during this period due to a layoff or leave of absence of any kind, including sick leave, his/her probationary period may be extended by the Employer for a period equal to the duration of such absence. The Employer may extend the probationary period by ninety (90) days provided both the employee and Union are so notified.

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.

For those employees who have completed the above provision, they shall not have a new probation period once the agreement is signed by both parties.

## **ARTICLE 8. SENIORITY**

**Section 1. Definition of Seniority.** Seniority is defined as the length of continuous full-time service within the bargaining unit since the employee's most recent date of hire, excluding unpaid leaves of absence of more than thirty (30) consecutive days. When an employee completes the probationary period, he/she shall be entered on the seniority list from the most recent date of hire. If two (2) or more employees are hired on the same date, seniority ranking shall be determined by drawing names from a hat. There shall be no seniority among probationary employees. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

**Section 2. Loss of Seniority.** An employee shall lose his/her status as an employee and his/her seniority if:

- A. He/she resigns or quits.
- B. He/she retires.
- C. He/she is discharged; or a non-probationary employee is terminated with just cause and not reinstated.
- D. He/she is convicted or pleads guilty or nolo contendere to a felony, or is convicted, pleads guilty or nolo contendere to a misdemeanor that results in sentenced jail time.
- E. He/she has been on layoff for a period of time equal to his seniority at the time of his/her layoff or twenty-four months, whichever is lesser.
- F. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for two (2) consecutive working days without notifying the Employer, except when the



failure to notify and work is due to circumstances beyond the control of the employee and accepted by the Employer.

- G. If he/she makes an intentionally false statement on his/her employment application on prior work experience, qualifications, credentials, education or criminal conviction record.
- H. If he/she has been on leave of absence including sick leave, for a period of one (1) year or a period equal to the length of his/her seniority at the time such sick leave commenced, whichever is less.
- I. If he/she knowingly and/or intentionally makes a false statement on any employer documents.

## **ARTICLE 9. JOB POSTING**

**Section 1. Job Posting.** Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) 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 the best qualified for the position from either within or outside the bargaining unit.

## **ARTICLE 10. LAYOFF AND RECALL**

**Section 1. Terms of Layoff and Recall.** Seniority shall prevail in the layoff and recalling of employees within the affected classification. Layoff is defined as a reduction in the work force. Layoff shall be determined by the Board. In reducing the work force, the last employee hired in the affected classification 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.

**Section 2. Notice of Layoff or Recall.** 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 event of recall, five (5) days notice mailed or delivered to his/her last known address shall be made. 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 or if he/she fails to inform the Employer within two (2) working days following delivery of notification of recall that he/she intends to return to work for the employer, 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.

**Section 3. Time Period for Recall List.** An employee who is laid off shall have his/her name remain on the recall list for a period of twenty-four (24) months or for a period of time equal to his/her seniority at the time of the layoff, whichever is lesser.

**Section 4. Payment of Earned Time.** Employees who are laid off shall be entitled to any earned, but unused vacation and/or floating holiday(s) at such time they are laid off.

## ARTICLE 11 HOURS OF WORK

**Section 1. Scheduling the Work Week.** Employees shall be scheduled to work at the discretion of the Employer. The work schedule shall be posted thirty (30) calendar days in advance. All schedules are subject to reasonable change based on the needs of the Department as determined by the Employer. Employees may be allowed their preference of shifts based upon their seniority and the needs of the Department as determined by the Employer. The Employer shall not be arbitrary and/or capricious. Full-time employees covered hereby may be scheduled to work an average of eighty (80) hours per two-week pay period.

Employees covered hereby may change a scheduled day off after the schedule has been posted by mutual agreement of the Employer and any other employees affected. However, such change shall not create an overtime situation.

**Section 2. Work Day Definition.** The normal work day for full time employees shall consist of 8, 9, 10, 11, or 12 hours within a twenty-four (24) hour period. Prior to a change in the length of the normal work day, as noted above, the Employer shall discuss the same with a Union representative and shall not make any change until five (5) calendar days after the meeting.

**Section 3. Breaks.** Each full-time employee shall normally be allowed a one-half (1/2) hour paid break for lunch. The specific lunch break shall be scheduled as to not interfere with the normal work of the agency. Rest breaks are generally allowed twice a day, with one in the first four (4) hours of the workday. Each rest break is not to exceed fifteen (15) minutes and will be scheduled as to not interfere with the normal work of the agency. Lunch breaks and rest breaks do not accumulate, if not taken. Employees cannot leave the building or immediate grounds during lunch breaks or rest breaks, unless the supervisor approves.

**Section 4. No Guarantee of Hours.** 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 5. Overtime Definition.** All work performed in excess of forty (40) hours per work week shall constitute overtime work and shall be paid at the rate of time and one-half (1½) of the employee's regular rate of pay. The definition of work shall include paid vacation time that is taken and paid to the employee, but shall not include paid sick leave under 12.4 of the collective bargaining agreement or paid personal leave under 12.6 of the collective bargaining agreement. Prior approval of overtime is required by the Employer.

**Section 5.1. Posting, Equalization and Assignment of Overtime.**

- A. An Overtime Roster shall be updated and posted following each pay period. The roster shall be posted where it is accessible to all employees. The Overtime Roster shall include columns showing, for each bargaining unit Employee, Overtime Hours Worked, Overtime Hours Refused, and Total Equalized Overtime. Total Equalized Overtime shall be the sum of Total Overtime Hours Worked and Total Overtime Hours Refused and will be used for equalizing overtime in accordance with this section. The Overtime Roster will reflect zero totals at the beginning of each year, which will coincide with the final pay period in December of the previous year.
- B. For the purpose of posting, equalizing and assigning overtime, overtime shall be defined as either Emergency Overtime or Posted Overtime.
- a. Emergency Overtime is defined as when the Employer has no time to post the overtime because of an emergency, unforeseen staff shortages or shift coverage needs within 8 (eight) hours of the beginning of the shift to be covered.
  - b. Posted Overtime is defined as non-Emergency Overtime when there is sufficient time to post and assign the overtime.
- C. Emergency Overtime may be filled at the discretion of the Employer. When utilizing on-duty dispatchers, such dispatchers will not be required to extend their normal shift by more than two (2) hours. When Emergency Overtime is required of off-duty employees, the Overtime Roster shall be used by contacting the person with the least number of Total Equalized Overtime Hours first, and so on down the list in an attempt to equalize the overtime hours.
- D. Posted Overtime shall be posted by the Director or his/her designee. Employees shall be permitted to volunteer for overtime, which will be awarded in accordance with the following provisions:
- a. Posted Overtime will be awarded to the employee who has the least amount of Total Equalized Overtime, unless an employee with more seniority also volunteers for the shift. In this case, the employee with the most seniority will be allowed precedence as long as there is less than 24 (twenty-four) hours of equalized overtime between the higher seniority employee and the employee with fewer Total Equalized Overtime Hours.
  - b. Employees shall have the opportunity to volunteer for Posted Overtime in full-shift or half-shift blocks. First choice shall be assigned to the Employee with the least amount of Total Equalized Overtime Hours. The next selection will be assigned to the employee with the next lowest Total Equalized Overtime Hours, and so on, until the shift has been filled.
- E. Employees may be charged for Refused Overtime in accordance with the following provisions:
- a. Time not worked because the employee choose not to work, will be charged in the amount of hours of the employee who worked overtime during the refused period.
  - b. An employee who has worked at least three (3) hours of overtime within the previous twenty-four (24) hours prior to the requested overtime period will not be charged with Refused Overtime.

c. Employees who will be charged Refused Overtime will be those, using the current Overtime Roster, from the lowest Total Equalized Overtime Hours to the employee who worked the overtime shift. Employees who have more Total Equalized Overtime Hours than the employee working the shift will not be charged with Refused Overtime for that shift.

F. Refused Overtime will not be charged to an employee who is on approved paid time off or an approved leave of absence. Refused Overtime will not be charged to an employee who has or will have worked within twelve (12) hours of the available Posted Overtime.

G. The Employer shall have the right to require an off-duty employee to work Emergency Overtime so long as reasonable efforts are made to equalize overtime. The Employer shall have the right to require an off-duty employee to work Posted Overtime by calling in the employees with the lowest equalized overtime within the bargaining unit until the number of personnel required to cover the assignment are on duty.

H. The Employer will equalize Total Equalized Overtime Hours by the end of the year within 24 (twenty-four) hours from the employee with the highest amount of Total Equalized Overtime Hours and the employee with the lowest amount of Total Equalized Overtime Hours.

I. New employees are not entitled to equalized overtime until they have completed their training period. At that time they will be assigned the average accumulated number of Total Equalized Overtime Hours within the bargaining unit.

J. If the Employer violates the overtime policy, the only remedy will be to award the violated employee the next available overtime.

K. Nothing in this section shall prohibit the use of temporary employees, part-time employees and/or supervisors for performing bargaining unit work provided that the use of such employees does not circumvent regular bargaining unit employees regularly scheduled hours of work.

**Section 6. Recall to Duty.** In the event an employee is required to report for duty during scheduled time off, but not as an extension of a regularly scheduled shift, he/she shall receive a minimum of two (2) hours overtime.

**Section 7. Compensatory Time.** Compensatory time may be authorized by the Employer in lieu of paid overtime. Compensatory time in lieu of overtime shall accumulate at 1½ hours for each hour of overtime worked. Compensatory time off may be taken upon mutual agreement of the employee and the Employer. No more than 80 hours of compensatory time may be accumulated. Accumulated time may be carried over from year-to-year.

**Section 8. Exchange of Overtime Hours.** The employee and the Employer may mutually agree to exchange overtime hours worked for time off on an hour for hour basis in the same work week.

**Section 9. Shift Differential.** An employee who regularly and continuously works a night shift shall receive a shift differential premium of three percent (3%), in addition to his/her regular rate of pay. A night shift is one in which more than half of the scheduled hours fall between the hours of 2200 (10pm) and 0600 (6am).

**Section 10. Training Officer Compensation.** Personnel assigned as a probationary employee's training officer shall receive additional compensation as follows: For each 80 hours of training provided, the training officer shall receive an additional seven (7) hours of straight time compensation (either paid or compensatory time).

## **ARTICLE 12. LEAVES OF ABSENCE**

**Section 1. Unpaid Personal Leave.** A regular employee who has completed six (6) months of employment may request an unpaid personal leave of absence for a period not to exceed one hundred eighty (180) days in any one calendar year. All requests must be in writing, must give reason for the request, must give the expected duration of the leave and must be approved by the Director. A personal leave of absence may be granted in cases of illness of an employee or member of the immediate family, to attend an educational institute, or for other reasons deemed appropriate by the Director. All personal leaves of absence shall be without pay and benefits. The only exception to that policy is that the Employer shall continue to pay health insurance premiums for the employee for up to thirty (30) leave days while the employee is on approved medical leave of absence. Employees may continue insurance coverage at their own expense during a personal leave of absence after the thirty (30) days noted above. An employee will not accumulate sick leave or vacation time, nor will be paid for holidays that fall during the leave period.

When a leave of absence is granted for more than sixty (60) calendar days for any reason, the Employer does not guarantee that the employee will be reinstated in their 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 Director.

**Section 2. Military Training Leave.** Upon presentation of official orders requiring training, a regular 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 by a regular full time employee 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 regular full time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee).

**Section 3. Jury Duty.** The Employer shall pay an employee called for jury duty the regular straight time rate which would be earned less an amount equal to the payment received for jury service. The employee must return to work and work any hours out of the scheduled workday when not actually on jury duty. In order to receive payment, an employee MUST give the Employer at least two (2) days prior notice to the date of jury duty, furnish satisfactory evidence of reporting for jury duty on the day(s) for which payment is claimed, and must furnish a copy of payments received for jury duty. The maximum payment obligation under this Section is twenty (20) days per calendar year.

**Section 4. Sick Leave.** Earned sick leave may be used when it is necessary to miss work because of an employee's illness, doctor and/or dentist appointment, and up to forty (40) hours per calendar year for the care of an employee's sick parent, spouse or minor child where the employee's attendance is essential for their parent's, minor child's or spouses care. Each regular full time employee shall earn sick leave days at the rate of one (1) sick day of eight (8) hours for each month of service where the employee worked or was on paid leave (vacation or sick or paid holiday) for at least one hundred and twenty hours (120) in that month, up to a maximum accumulation of five hundred seventy six (576) hours which may be used for the above stated purposes.

- A. When an employee must miss work for a doctor/dentist appointment, the employee must give the Director one (1) day advance notice unless there is an emergency.
- B. An employee who finds it necessary to use sick time for an accident or illness must notify the Director as soon as possible.
- C. Upon death, fifty percent (50%) of accumulated sick leave will be paid to the employee or his/her estate, based upon the employee's current salary.
- D. Sick days will not be granted for absences due to weather conditions, transportation or other reasons except those specified herein.
  - 1. Employees returning to work from an illness, injury or medical leave of absence may be required by the Director to submit a statement from a physician selected by the Employer qualifying his/her ability to work or to verify the illness.
  - 2. Personnel taking sick leave on their last scheduled day of work before a holiday or vacation, and/or their first scheduled day after a holiday or vacation may be required to submit a statement from a physician selected by the Employer verifying the illness at the Employer's expense unless covered by insurance. It shall be the employee's responsibility to check with the Director when calling in to determine if the statement is necessary.
  - 3. In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work after a leave of

absence of any kind or if the Employer has cause to believe the employee is abusing sick time, the Employer may require a report from a medical doctor of the Employer's choosing at the Employer's expense if not covered by insurance. If the doctor's findings support abuse of sick time, the employee will reimburse the Employer if not covered by insurance.

- E. An employee who accumulates more than five hundred seventy six (576) hours sick time as of November 30<sup>th</sup> each year will be paid for fifty percent (50%) of all sick time in excess of five hundred seventy six (576) hours.

**Section 5. Funeral Leave.** After completing six months of employment, from the date of death through three (3) days following the funeral, three (3) days paid funeral leave may be used to attend a funeral in the employee's immediate family (spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren, foster children or other legal dependents living with the employee, brothers-in-law and sisters-in-law of current spouse and step parents if currently married to natural parent). When a death occurs to a member of the employee's immediate family who resides in another state, an additional two (2) days funeral leave may be granted by the Director. The additional two (2) days are chargeable to accrued sick days. Employees who have not been employed for six (6) months upon approval of the Director may take unpaid funeral leave or other accumulated paid leave.

**Section 6. Personal Leave.** On January 2<sup>nd</sup> of each year, each employee shall be credited with thirty-two (32) hours of personal leave. Personal leave may be used for any purpose; however, its use may only be scheduled with the approval of the Employer. Personal leave must be used within the calendar year accumulated and does not accrue if not used.

## **ARTICLE 13. HOLIDAYS**

**Section 1. Holidays.** Full-time employees will receive holiday pay for the following paid holidays, provided they meet eligibility requirements set forth below:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Presidents Day	Third Monday in February
Easter	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

New Year's Eve  
Employee's Birthday

December 31<sup>st</sup>  
Employee's Birthday

**Section 2. Pay for Holidays.** Employees who work on a paid holiday shall be paid double time and a half (2½) for hours worked on that holiday. For example, work twelve (12) hours on a holiday and employee receives thirty (30) hours of pay; work eight (8) hours on a holiday and receive twenty (20) hours of pay.

All eligible employees who do not work on a holiday listed above shall receive holiday pay of eight (8) hours.

**Section 3. Conditions for Holiday Pay.** Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. Eligible employees shall only receive holiday pay if they work or have an approved day off, the day before and the day after a holiday, unless approved by the Director.
- B. Holiday scheduling is to be determined by the Director.
- C. The employee must not be suspended for disciplinary reasons the day of, before, or after a holiday.
- D. The employee must not be on a layoff or a leave of absence.
- E. 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.

## **ARTICLE 14. VACATIONS**

**Section 1. Vacation Accrual.** Eligible full time regular employees shall accrue, on a monthly pro rata basis, paid vacation days at the beginning of each date of hire year in accordance with the following schedule. Employees must work or be on approved paid leave or paid holiday for one hundred twenty (120) hours in a month in order to accrue vacation for that month.

<u>Years of Service</u>	<u>Yearly</u>	<u>Monthly</u>
After 1 year	40 hours	3 1/3 hours
2 through 4 years	80 hours	6 2/3 hours
5 through 9 years	120 hours	10 hours
10 or more years	160 hours	13 1/3 hours

Personnel who have not completed twelve (12) months of service are not eligible to use vacation days. However, employees will be credited with vacation time once the period



has been completed. If an employee leaves employment with less than six (6) months of service, no unused vacation will be paid to this departing employee.

All vacation time must be used within the year it is acquired; otherwise it shall be lost. Any employee who has two (2) or more years of service may receive payment for up to half of their earned vacation days in any anniversary year in lieu of time off. You may only cash-in vacation time within thirty (30) days of your anniversary date. This cash-in option is available only upon notifying the Employer prior to the anniversary date.

**Section 2. Scheduled Days Off.** Scheduled days off may be taken with approved vacations.

**Section 3. Holiday Within Vacation.** If a contract holiday falls within an employee's vacation, the day will be counted as a holiday and not a vacation day.

**Section 4. Leave of Absence.** An approved leave of absence will not be considered a break in an employee's service years noted above, if it does not exceed thirty (30) consecutive days.

**Section 5. Vacation Requests.** Vacations may be taken at any time of the year; however, they are subject to scheduling according to the needs of the department and must be approved by the Director. Vacation requests of more than one day must be filed in writing with the Director prior to April 1 of each year. Requested vacations after April 1 shall be on a first come-first served basis and must be approved by the Director.

Seniority shall rule for those vacations requested prior to April 1.

## **ARTICLE 15. HEALTH MAINTENANCE, PENSION, & OTHER FRINGES**

**Section 1. Medical Insurance.** The Employer will pay 89% of the cost of a County provided health insurance plan for regular full time employees who are regularly scheduled to work at least sixty (60) hours per biweekly pay period. Employees shall contribute the remaining 11% of the cost of health insurance premiums through payroll deduction. Employees also receive prescription drug coverage subject to a ten dollar/fifteen dollar (\$10.00/\$15.00) per prescription co-pay for generic drugs and a twenty dollar/thirty dollar (\$20.00/\$30.00) per prescription co-pay for non-generic drugs depending upon the County Medical Health Plan the employee chooses. The Employer reserves the right to change carriers and/or coverages, provided it gives thirty (30) days prior notice of the changes to the affected employees.

Eligible employees are required to participate in this plan unless they are covered by another medical insurance plan.

Employees who are eligible for a health insurance benefit and have elected, in writing, not to participate because they are covered by other health insurance, and have provided evidence of such coverage to the Employer, shall be entitled to an insurance option payment in the amount of one thousand dollars (\$1,000.00) after each calendar year of non-participation. The employee has a choice of four (4) different ways for this insurance option payment to be received:

1. Payment may be divided into 24 equal amounts and paid in employee's bi-weekly paychecks. This payment will be taxable.
2. Payment may be placed in the Ionia County Benefits Plan under Section 125 for the Medical Reimbursement Plan and drawn against for the calendar year. This payment is non-taxable.
3. Payment may be placed in the Ionia County Benefits Plan under Section 125 for the Dependent Care Plan and drawn against for the calendar year. This payment is non-taxable.
4. Payment may be placed into Deferred Compensation. This payment is non-taxable.

The employee's choice for the above option will be open for change during the benefits plan renewal period once each year as determined by the Employer.

**Section 2. Dental & Optical.** After being employed and compensated for six (6) months of work, a full-time employee will be eligible to receive up to a maximum of seven hundred fifty dollars (\$750.00) in each calendar year for dental and/or optical reimbursement. The reimbursement will be pro-rated for new employees. The pro-rated amount may be carried into the next year for employees hired after June 1. The \$750.00 dental and/or optical reimbursement will be handled through the Ionia County Benefits Plan, under the appropriate section of IRS Code. Claim forms and documentation of dental and/or optical expenses shall be submitted to the County Finance Department or its designee for payment. Payment of this benefit is subject to the following conditions:

**2a. Eligibility.** Dental and optical expenses incurred on behalf of full time employees, their spouse, and dependent children under the age of 19 and living at home with the employee, or 24 if enrolled as a full time student.

**2b. Dates of Eligibility.** To be eligible for reimbursement, the date of service must occur in the calendar year for which reimbursement is requested.

**2c. Proper Documentation.** All requests for reimbursement must be properly documented, including the date of service and the name of the patient.

**Section 3. Life Insurance.** The Employer shall provide \$50,000.00 group term life insurance and \$50,000.00 accidental death insurance for all regular full time employees after this agreement is executed.

**Section 4. Continuation of Benefits.** Notwithstanding any contrary provision, there shall be no liability on the part of the Employer for any insurance premium payment of

any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or occurred.

**Section 5. Liability Insurance.** The Employer shall provide liability insurance for employees. The Employer shall determine the scope and amount of coverage. In the event the coverage is dropped or lost, the parties shall enter into negotiations on the issue. A copy of the current policy shall be provided to the Union steward.

**Section 6. Retirement Plan.** Effective October 1, 1998, the Retirement Plan shall be the Municipal Employees' Retirement System of Michigan (MERS). The plan shall be B-3, F55/25, V 6 and FAC 5. Effective February 11, 2001 the Employer shall pay seven percent (7%) of the employees' wages toward the costs for the plan and the employees shall pay the remainder of costs for the plan through payroll deduction.

**Section 7. Miscellaneous.** The Employer shall provide a suitable location for employees to take their work breaks. Coffee shall be provided to employees. The Employer encourages employees to remain physically fit and will endeavor to provide an area and equipment for employees to engage in physical fitness activity during their off-duty or work break times.

## **ARTICLE 16. WAGES AND LONGEVITY**

**Section 1. Rates.** See attached Appendix A.

**Section 2. Longevity.** See attached Appendix B.

## **ARTICLE 17. 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 18. NEW CLASSIFICATIONS.**

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 twenty (20) 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 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 after MERC mediation, the Employer may implement its last best offer.

## ARTICLE 19. POLICIES

**Section 1. Resignation.** Should an employee decide to leave employment, a minimum of two (2) weeks prior notice, in writing, must be given to the Director. A copy of the written notice will be forwarded to the Board. Failure to provide two (2) weeks prior notice will result in loss of accrued vacation time and/or sick leave payout unless waived by the Director.

**Section 2. Outside Employment.** While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer.

Any employee desiring to participate in outside or supplemental employment must obtain permission of the Director in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all 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 the employee's regularly scheduling 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 in conjunction with any outside or supplemental employment or private practice.
- 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 3. Address Changes.** An employee shall notify the Employer in writing of any change in name, address or telephone number promptly and, in any event, within five (5) days after such a change has been made. The Employer shall be entitled to rely upon an employee's last name, address, and telephone number shown on his/her record for all purposes involving his/her employment.

**Section 4. Drug/Alcohol Testing.** The Employer reserves the right to require any employee to submit to a search or a blood and/or urinalysis examination for the purpose of detecting the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- A. When a supervisor or director has a reasonable suspicion that the employee in question is under the influence or otherwise affected by the use of

unauthorized prescriptive drugs, illegal drugs, controlled substances and/or alcohol.

- B. When a supervisor or department head has a reasonable suspicion that the employee in question possesses unauthorized prescriptive drugs, illegal drugs, controlled substance and/or alcohol while on department property.
- C. When a supervisor or department head has a reasonable suspicion that the employee in question has sold or distributed or has attempted to sell or distribute on department property any prescriptive drugs, illegal drugs, controlled substances, and/or alcohol.

Reasonable suspicion is defined as objective and specific facts that are capable of being articulated and that would lead a reasonable person to a conclusion of suspicion.

Any bargaining unit member requested to submit to a drug or alcohol test in accordance with this section shall comply and while doing so shall be in paid status. Failure to comply may be cause for discipline, up to and including termination.

All costs for such tests shall be borne by the Employer.

**Section 5. New Rules.** All new rules and regulations after this agreement is executed shall be given to the Union Steward in advance of being implemented.

## **ARTICLE 20. SEPARABILITY**

If any section of this Agreement should be held invalid by operation of law, or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal or court 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 21. STEWARDS

**Section 1. Designation of Steward and Alternate.** The Employer recognizes the right of the union 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 Union 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. Performance of Duties.** The Union 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 these duties. They shall act in a manner that will not disrupt or 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. Written Names of Union Representatives.** The Union will furnish the Employer, in writing, with the names of its steward and all Officials of the Union 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 Union 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 22. BARGAINING COMMITTEE

**Section 1. Written Names of Members.** The Bargaining Committee will include not more than two (2) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union 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. Conditions for Wages of Members.** The employee member(s) 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. The employee(s) shall return to his/her workstation after negotiations have terminated, provided that there is time left in their normal schedule. The employee(s) 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 23. PYRAMIDING OF PREMIUM PAY**

There shall be no duplication or pyramiding of any premium rate set forth in this Agreement except as follows:

Should an employee be called in for overtime on a holiday, the last shift they worked shall become an overtime shift.

## **ARTICLE 24. WORKERS' COMPENSATION**

**Section 1. Coverage.** 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.

**Section 2. Eligible Physicians.** Arrangements have been made with one or more physicians for treatment of work related injuries. Employees injured while working for Ionia County E911 Central Dispatch will seek treatment of the injury from one of these physicians unless the nature of the injury is or appears to be such that other emergency treatment is required. In such instances, the employee will seek treatment as needed. The Director will make available a notice regarding the names, addresses, and telephone numbers of the physicians to render treatment for work related injuries.

**Section 3. Wage and Benefit Conditions.** 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 one (1) year from the date of injury, to pay the premiums on health and life insurance, where applicable. 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 Workers Compensation.

## **ARTICLE 25. GENDER**

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

## **ARTICLE 26. PAST PRACTICE**

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

## **ARTICLE 27. 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, expressed 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 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 parties at that time that they negotiated or signed this Agreement.

## **ARTICLE 28. NON-BARGAINING UNIT PERSONNEL**

**Section 1. Temporary Personnel.** The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis provided that the temporary employees do not circumvent regular bargaining unit employees regularly scheduled hours of work. They shall not be covered by terms of this Agreement.

**Section 2. Director/Supervisors.** The Director and/or supervisors may perform bargaining unit work at any time, provided the Employer is prohibited from using Director/supervisors to circumvent regular bargaining unit employees regularly scheduled work.

**Section 3. Part Time Personnel.** The Employer reserves the right to hire part time employees to perform bargaining unit work. They shall not be covered by the terms of this Agreement. The Employer will not lay off full time employees and then create two part time positions.

## **ARTICLE 29. FAMILY AND MEDICAL LEAVE ACT**

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.



**ARTICLE 30. DURATION**

Unless otherwise specified, all articles of this agreement shall be in force and effect on January 1, 2009 and shall continue until the 31<sup>st</sup> day of December 2011. Not later than ninety (90) days prior to the expiration of this contract either party may request that the other commence negotiations and such negotiations shall commence no later than sixty (60) days prior to the expiration of this agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate, provided however, that upon mutual consent of the parties, negotiations may commence at an earlier date.

The parties agree that for the calendar year 2011, either party may demand a wage reopener and/or a health insurance reopener (Article 16 Wages and Appendix A, Article 15 Section 1). The parties agree that all other terms and conditions of the Contract shall remain as specified and are not subject to a reopener. If either party desires to engage in negotiations on either or both of those above-referenced subjects, then that party shall on or before October 31, 2011 send a written notice to the other party demanding negotiations on either or both of those subjects. Failure to provide written notification shall result in a continuation of the same Contract terms and conditions for the year 2011.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date shown.

COUNTY OF IONIA  
By: James J Banks Date: 6-9-09

GOVERNMENTAL EMPLOYEES LABOR COUNCIL

By: W.K. PALL / GELC Date: 6-11-09  
By: James J. Banks Date: 6-11-09  
By: \_\_\_\_\_ Date: \_\_\_\_\_

