

AGREEMENT

Between

IOSCO COUNTY CENTRAL DISPATCH BOARD

and

IOSCO COUNTY DISPATCHERS ASSOCIATION

Effective January 01, 2008 to December 31, 2010

ARTICLE I  
RECOGNITION, AGENCY SHOP AND DUES

1.1: Collective Bargaining Unit. 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 purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for all employees employed in the Iosco County Dispatch Department in the following described unit:

- A. All full-time dispatchers and regularly scheduled part-time dispatchers, Shift supervisor, BUT EXCLUDING the confidential secretary and Director.

1.2: Union Membership. All employees are free to join or refrain from joining the Union, or maintain or drop their membership in the Union as they see fit. Membership in the Union is not compulsory. The Union agrees that neither the Union nor its members will intimidate or coerce any employee with respect to their right to work or in respect to Union activity or membership and, further, there shall be no solicitation of employees for Union membership or dues on the Employer's time (excluding breaks, lunch periods, etc.). The Union further agrees that the Employer shall have the right to take disciplinary action, including dismissal, for any violation of this provision. The Employer agrees that neither the Employer, its management nor supervision will intimidate or coerce any employee with respect to his right to join or refrain from joining the Union.

- A. 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.
- B. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union 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 and/or service fees. Regularly scheduled part-time Dispatchers who work less than 24 hours per week will pay 50% of the required 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 new employees, the payment shall start thirty-one (31) days following the date of employment.

- C. If any provision of this section is 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.

1.3. Check off of Dues.

- A. During the term of this Agreement, the Employer will deduct from the pay of any employee covered by this Agreement, after receipt of a check off authorization signed by the employee, all dues and/or initiation fees (or service fee paid pursuant to Section 1.2 B) uniformly levied by the Union and forward the same to the Union at:

Police Officers Association of Michigan  
27056 Joy Road Redford, MI 48239-1949

within twenty (20) days after deductions have been made. Such sums shall be accompanied by a schedule showing for whom deductions have been made.

- B. Such deductions shall commence in the month immediately following the month in which the signed check off authorization is received by the County. Deductions will be made from the first pay of each month and shall be made only in accordance with the provisions of the written check off authorization form, together with the provisions of this section.
- C. The Union shall notify the Employer in writing of the proper amount of union membership dues and/or service fee and/or initiation fee and of any subsequent changes in such amounts.
- D. In cases in which a deduction is made which duplicates a payment already made to the Union, or where a deduction is not in conformity with the

Union's Constitution and By-Laws, refunds to the employee will be made by the Union.

- E. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check off authorization form, no further deductions will be made until the matter is resolved.
- F. The Employer shall not be liable to the Union or its members for any dues once such sums have been remitted to the Union, and, further, shall not be liable if such sums are lost when remitted by United States mail.
- G. 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 the deduction of dues or service fees provided herein.

ARTICLE II  
MANAGEMENT RIGHTS

2.1: The Employer retains all the rights, powers, functions and authority which it had prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then, only to the extent so specifically and expressly abridged, modified, or limited.

Except as otherwise provided in this Agreement nothing in this Agreement shall be construed to limit in any way the Employer's sole right to manage its business efficiently and economically, including, but not limited to, the right to:

- A. Decide the nature of services and the quantity and quality of services; the method of service; the scheduling of services; the control of service; the materials, tools, and equipment to be used; and the discontinuance of any service or method of providing service.
- B. Introduce new equipment, machinery or processes; change or eliminate existing equipment, machinery, and processes, and institute technological changes; decide on the nature of material, supplies,

equipment, tools, or machinery to be bought, made or used and price to be paid.

- C. Adopt, modify, alter or change its budget.
- D. Determine the size of the workforce and increase or decrease its size; hire, assign, and layoff employees, reduce the workweek or the workday, or to effect reductions in hours worked by combining layoffs and reductions in the workweek or the workday; hire part-time employees or hire temporary employees or contract for the services of temporary employees to perform job assignments.
- E. Transfer work out of the bargaining unit to non-unit employees when, in the opinion of management, such transfers are necessary.
- F. Direct the workforce, assign work, and determine the number of employees assigned to any operation and the number of operations assigned to any employee.
- G. Determine lunch, rest periods; determine the starting and quitting time and the number of hours to be worked; establish work schedules, as conditions and available work require; fix efficient work schedules; and assign employees to work overtime.
- H. Adopt, revise and enforce working rules, including a drug and alcohol testing policy with such tests based upon reasonable suspicion; maintain order and efficiency; fix the standards of workmanship both as to quality and quantity; test, evaluate, investigate, and improve individual and group productivity and initiate and carry out cost and general improvement programs.
- I. Transfer, promote and demote employees on a temporary or permanent basis, select employees for promotion or transfer to supervisory or other positions outside the bargaining unit; give special training to selected employees.
- J. Nothing in this agreement shall limit in any way the right of supervisors to perform work in case of an emergency.

2.2: Subcontracting. The Employer agrees that no work or services presently performed by the bargaining unit will be subcontracted if it would cause a layoff of any of its present employees in the bargaining unit at the date of this contract, unless the Employer first informs the Union of the reason for such subcontracting and explains and discusses the economic reasons for such subcontracting. No such subcontracting shall be made for arbitrary or capricious reasons.

ARTICLE III  
SENIORITY

3.1: Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer dating from the employee's last date of hire. Length of service for employees hired on the same date shall be determined by date of application.

3.2: Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months, with the Employer having the right for a six (6) month extension. Probationary employees may be disciplined or terminated by the Employer at any time without recourse to this Agreement. Twice during the probationary period the Employer will evaluate the probationary employee(s). Said evaluation shall be provided to said probationary employee in writing.

3.3: Seniority List. The Director shall post a list of the employees in order of their seniority once every six (6) months. This list shall be posted in a conspicuous position at the place of employment. Employees hired on the same date shall be placed on the seniority list based on their final test scores.

3.4: Loss of Seniority. An employee's seniority with the Employer shall terminate for any of the following reasons:

- A. He quits or retires.
- B. He is discharged for just cause.
- C. He is absent for three (3) consecutive working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This section is not to be construed as limiting the Director's right to disciplinary action for any unjustified absence.

- D. He fails to return to work within three (3) working days from the date of recall or three (3) working days from the specified date following the termination of any leave of absence or vacation, unless otherwise excused.
- E. He is on continuous layoff or leave of absence of any kind for a period of two (2) years or the length of the employee's seniority, whichever is less.
- F. Is absent without a reasonable excuse acceptable to the Employer for three (3) consecutive working days, and without notice to the Employer of such excuse within the three (3) days.
- G. Fails to return from a leave of absence, vacation, or sick leave at the designated time.
- H. Is permanently laid off because of a permanent curtailment or elimination of his/her department or job.

3.5: Promotional or Classification Advancement. The Director reserves and shall have the right to make promotions. Consideration will be given to seniority, ability, qualification and performance of duty.

- The promotion to shift supervisor will be open to all full-time employees with three years of service.
- The test for Shift Supervisor will be competitive and the Employer retains the right to open the test outside of the bargaining unit and the rule of three (3) will apply. Oral interviews will follow the written testing.
- The probationary period for Shift Supervisor will be six (6) months from the date of promotion, and six (6) months from the date of those hired from outside of the department.
- Wages will be 85 cents per hour more than the highest paid dispatcher rate while on probation, and increased to 10% over the highest paid dispatcher's rate upon completion of probation.
- Supervisors can return to the position of dispatcher within sixty (60) days of becoming a supervisor. If a

supervisor does return to the position of dispatcher and none from the current group of dispatchers applies for the position of supervisor, or the current promotion list has expired, the Employer may layoff the lowest seniority dispatcher and the Union will not file a grievance.

- Work hours and vacations pick, duties will be determined by the Director.
- The position of Shift supervisor will be a Union position and the Shift Supervisor's seniority will continue while in the position of Shift Supervisor. If someone is hired from outside of the bargaining unit, they will be treated as a new hire.
- If a Shift Supervisor is working and a fill-in of eight (8) hours or less is needed, the Shift Supervisor may work in that position. If the overtime is more than (8) hours, then the current proactive in Article 10.2 of the collective bargaining agreement will be used.
- Criteria for promotion selection will, include, but not be limited to, test scores, oral interviews, work record with I.C.C.D., ability to work with the Director and other employees, good oral and written communications skills.

3.6: Layoff Procedure. Reductions in the work force shall be accomplished in the following manner:

- A. Probationary, part-time and temporary employees shall be laid off first in the classification affected.
- B. The next employee to be laid off shall be the least senior employee in the classification affected, provided the remaining employees have the skill and ability to do the required work.

3.7: Recall. An employee shall be recalled to his classification when the work force is increased, in inverse order of layoff.

3.8: Notification of Recall. Notification of recall shall be sent by certified restricted mail, return receipt requested, to the employee's last known address or to a location where mail can be received within seven (7) days. The notice shall set forth the date the recalled employee is expected to return to work. Within three



(3) working days of the date the employee received, or should have received, the notice of recall, he shall respond to such notice by notifying the Director, and he shall return to work within three (3) working days of the date he properly notified the Director. It shall be the employee's responsibility to keep his current address on file with the department.

3.9: Super Seniority. The president of the local union shall be granted super seniority for purposes of layoff and recall only, provided he is able to do the required work.

3.10: Non-Bargaining Unit Positions. An employee in a classification subject to the jurisdiction of the Union, who is promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position if such position extends beyond twelve (12) months from date of promotion. If the Director determines to transfer an employee back to a position within the bargaining unit, such employee shall maintain the seniority rank he had at the time of his promotion.

3.11: Job Openings. Should a job opening occur either through promotions or attrition, the employer shall post said opening no less than fourteen (14) days prior to filling the position.

3.12: Seniority Exception. The one (1) dispatchers hired at the inception of Iosco County E-911 from Oscoda Township will have seniority dating from their date of hire with the Oscoda Township Police Department. Furthermore, this dispatcher shall be granted seniority status over newly hired employees. This seniority status shall only have effect in the selection of vacation, shifts, and layoffs. This seniority status shall not have day effect on vacation accrual, sick accrual, retirement, etc.

ARTICLE IV  
GRIEVANCE PROCEDURE

4.1: Grievance Definition. For the purpose of this agreement, "grievance" means any complaint filed by an employee or the Union covered by this Agreement regarding the meaning, interpretation and alleged violation of the terms and provisions of this Agreement, as written.

4.2: Grievance Procedure. Every effort shall be made to adjust controversies and disagreements in an amicable manner.

between the Employer and the Union. All grievances shall be processed in the following manner:

STEP 1:

An employee, with or without his Union representative shall first discuss his grievance with the Director. If the matter is not satisfactorily adjusted, the employee shall reduce the grievance to writing within five (5) days after the occurrence of the incident which gave rise to the grievance, and submit the written grievance to the Director or his designated representative. The grievance shall be dated and signed by the aggrieved employee and shall set forth the facts and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Director will then answer the grievance in writing within seven (7) (remove working) days from the date of the meeting at which the grievance was filed.

STEP 2:

If the answer of the Director is not satisfactory, the grievance may be appealed by submitting an appeal to the Director within five (5) (remove working) days after receipt of the Director's written answer in Step 1. Within ten (10) (remove working) days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The Employer representative shall be the Director, and shall also include a member of the I.C.C.D. Board. The Union's representative shall be the steward or his alternate. Either party may have non-employee representatives present, if desired. If the meeting cannot be held within the ten (10) day period, it shall be scheduled for a date mutually convenient to the parties. The Employer shall place its written answer on the grievance within five (5) days after the meeting and return the grievance to the steward.

STEP 3:

If the response received in Step 2 is not satisfactory to the aggrieved employee, the employee may file for mediation by submitting a notice of appeal within five (5) (remove working) days after receipt of said response. This appeal must be signed by the representative and the employee.

4.3: Time Computation. Monday through Friday, excluding holidays as recognized by this contract, shall be used to calculate the time limits for filing and response to a grievance. The time computations shall start the day following the filing of the grievance.

(remove old working Saturdays, Sundays, sick days, personal leave, vacation days and holidays recognized by this Agreement shall not be counted under the time limits established in the grievance procedure.)

4.4: Time Limitation. The time limits established in the grievance procedures shall be followed by the parties and the aggrieved employee. If the time limit procedure is not followed by the Union or the aggrieved employee, the grievance shall be considered settled in accordance with the Employer's last disposition. The time limits established in the grievance procedure maybe extended by mutual agreement reduced to writing and signed by the parties.

4.5: Grievance Settlements. Settlement on any written grievance shall be reduced to writing and signed by the parties.

4.6: Grievance Resolution. All grievances which are satisfactorily resolved in the first (1st) step of the grievance procedure and which have economic implications must be approved by the Iosco County Central Dispatch Board before they shall become final.

4.7: Expedited Grievance. Should an employee who has been discharged or given disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure within three (3) days of such action? The Union may file the grievance on behalf of the employee so disciplined.

4.8: Grievance Committee. The Grievance Committee shall consist of two (2) Employees and one will be designated as an alternate. One member shall be designated as the Union Representative to function as in Step 1 of the grievance procedure, with no loss in pay and with the permission of the 911 Director.

ARTICLE V  
NO STRIKE - NO LOCKOUT

5.1: No Strike - No Lockout. During the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part) for any purpose whatsoever. The Union further agrees that during the life of this Agreement, it will not cause or authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined or any other activity that may disturb or interfere with the services and responsibilities of the Employer. Any individual employee or group of employees who violate or disregard the prohibition of this section may be summarily discharged by the Employer without liability on the part of the Iosco County Central Dispatch Board or Director or the Union. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

5.2: Local Association Bargaining Committee. The employees covered by this Agreement shall be represented by a Local Association Bargaining Committee, consisting of the President and Vice-President of which only one shall be released from work without loss of time or pay and a Representative of POAM. It shall be the responsibility of the committee to meet with the Employer at the appropriate steps of the grievance procedure established in this Agreement and at such other times as joint Employer-Union negotiations are held. A maximum of one (1) person shall be released from work without loss of time or pay. Any member of the Local Association Bargaining Committee may be called out of such meetings to work in an emergency. One member of the committee shall be designated as the Union representative to function at Step 1 of the grievance procedure, with no loss in pay and with the permission of the 911 Director, and that the Union activity does not interfere with the normal day-to-day operation of the center.

5.3: Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during his regularly scheduled hours while processing a grievance in accordance with the grievance procedure. In each and every instance, where such time is required, the length of time and the period within the working hours shall be agreed upon previously by the Union representative and the Employer representative. Time spent on grievances shall not interfere with the normal workings of the department.

5.4: Union Visits to Employer. Authorized representatives of the Union shall be permitted to visit the operation of the Employer, at reasonable times and for reasonable durations so as not to interfere with the normal operation of the department, for the purpose of talking with stewards of the local union and for conferring with the Employer, where the parties agree to confer, over matters covered by this Agreement.

ARTICLE VI  
LEAVES OF ABSENCE

6.1: General Rules Regarding Leaves of Absence. All leaves of absence shall be without pay. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise provided. Leaves of absence shall not be taken for the purpose of obtaining or working at other employment.

6.2: Personal Leave of Absence. Any employee desiring a personal leave of absence without pay from his employment shall secure written permission from the Director. Any personal leave will be in writing and shall state the duration of such leave. Permission for any extension must be secured, in writing, from the Director.

The employee during such leave shall provide all information and/or documentation to the Director upon request for purpose of verification of the merits or reasons for said leave or any extensions thereafter acquired.

Failure of the employee to comply with the above provision may result in the complete loss of seniority rights and/or discharge for the employee involved.

6.3: Union Leave. The Employer agrees to grant time off not to exceed three thirty six (36) hours in one (1) calendar year, eighteen (18) hours shall be paid by the employer, for the purpose of attending a union labor convention, or other official union business without loss of seniority. The Union President and Vice President will have the first opportunity for the paid leave time. Two (2) weeks written notice will be given to the Employer by the Union, specifying length of time off and the name of the employee designated for the Union activities. Due consideration shall be given to the department so that there shall be no disruption of the Employer's operations due to lack of available employees or in the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

6.4: Unpaid Sick Leave. Sick leave without pay shall be granted upon application from the employee for illness or injury subject to the Employer's right to require medical proof of disability. An employee may be on sick leave for a period of not more than one (1) year or the length of his seniority, whichever is less, and seniority shall not continue beyond that time. The Employer may request as a condition of continuance of any extended sick leave, proof of continuing disability. In situations where the employee's physical or mental condition reasonably raise a question as to the employee's capability to perform his job, the Employer may require a medical examination by a doctor of Employer's choice and at Employer's expense, and if just cause is found, require the employee to take a sick leave of absence.

6.5: Military Leaves. Leaves for active military service or National Guard reserve training will be granted in accordance with applicable law.

6.6: Paid Sick Leave. All full-time employees, (with the exception of probationary employees who shall not accumulate sick time until they complete ninety (90) days of full-time employment), covered by this agreement shall accumulate eight (8) hours of sick leave per month, up to a maximum of ninety-six (96) hours per year. Employees' total accumulation of sick leave shall be unlimited. Employees will be paid in full for all accumulated sick leave up to a maximum of four hundred eighty (480) hours if an employee has five (5) years or more of service upon retirement, medical retirement, or employee is laid off due to reduction in force. Payment of sick leave will be at the employee's then current rate of pay. Upon separation from service for any other reason, no sick leave shall be paid. Sick leave may not be used for vacation but may be used for medical or dental appointments provided no less than one hour shall be used on these occasions.

- A. The employee will provide a doctor's slip to the Director for any scheduled medical leave lasting more than three (3) days.
- B. Upon returning to work from sick time the employee shall provide a doctors statement showing that they may return to their normal work duties.
- C. The Director may require a doctor's slip from an employee when a pattern of sick time abuse is shown.

6.6.1: Iosco County Central Dispatch will provide Long Term Disability coverage for those that qualify for such coverage after a benefit waiting period of 90 days from the first day of approved sick leave.

6.7 Funeral Leave: In the event of death in the immediate family, an employee shall be allowed thirty-six (36) hours funeral leave with pay.

- A. Thirty six (36) hours leave for Employees: Wife/Husband, Child, Step Children, Brother, Sister, father, Mother, Grandparents, and Grandchild.
- B. Twenty four (24) hours leave: Mother-in-law or Father-in-law
- C. Twelve hours leave: Brother/Sister-in-law, Aunt, Uncle, or any other member of the employee's family that was residing in the household.

An employee must attend the funeral to qualify for the paid funeral leave provided above. Additional time off without pay may be granted in extenuating circumstances with the approval of the Director, but the total of that and the paid leave shall not exceed five (5) working days. The employee's may use compensatory time, vacation time, or personal time as approved by the Director.

6.8: Leave of Absence - Family and Medical Leave Act (FMLA). In accordance with the Family and Medical Leave Act (FMLA), the Employer will grant a leave of absence for one or more of the following. In addition an employee must complete a County application prior to going on an FMLA leave.

- 1. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
- 2. Because of the placement of a son or daughter with the employee for adoption or foster care;
- 3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- 4. The employee is unable to perform the essential job functions because of a serious health condition.

FMLA leaves are only available to employees who have been employed by the I.C.C.D. for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses any FMLA leave. Continuation of medical benefits and the right to job restoration cease when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

An employee requesting an FMLA leave must provide the I.C.C.D. at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, then notice is to be provided as soon as practicable.

When a leave denoted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement.

When an FMLA leave denoted as (1) or (2) above is granted, the employee must utilize accumulated vacation days and personal days, in that order. When an FMLA leave denoted as (3) or (4) above is granted, the employee must utilize accumulated sick leave, vacation and personal days in that order.

Leaves denoted as (3) or (4) above must be supported by medical certification from a health care provider stating (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts, and (4) a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The employer reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the Employer concerning any information within the medical certification.

The Employer may require an employee to report periodically upon his or her status and intent to return to work. At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The I.C.C.D. may delay the return to work until the certification is provided. The I.C.C.D. may also require, at the



Employer's expense, periodic reports from his or her physician while he or she is on leave.

The I.C.C.D. will continue to provide an employee's medical insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

An employee on an FMLA leave shall not engage in any outside or supplemental employment. The Employer may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

- A. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
- B. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification may be required for the purpose.

An employee returning from an FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

ARTICLE VII  
GENERAL PROVISIONS

7.1: Pay Periods. All regular employees covered by this agreement shall be paid in full bi-weekly. Each employee shall be provided with his/her earnings and all deductions made at the request of the individual employee. The Employer shall have the right to deduct any monies owed by an employee to the Employer, out of the employee's final paycheck.

7.2: Lockers and Wash Rooms. The Employer will provide washrooms and lockers for the changing and storing of clothing. In the event of any inspection of the contents of lockers, the steward and employee involved will be notified and given the opportunity to be present.

7.3: Bulletin Boards. The Employer shall allow the Union to use one (1) bulletin board for posting notices set forth below, except that additional notices may be posted by permission of the

Employer. Notices shall be given to the Director before posting. Notices shall be restricted to the following types:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections, appointments, and results of Union elections pertaining to employees within this unit.
- C. Notices of Union meetings and educational classes.

The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever, and, among other things, shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever or for advertising.

7.4: Schooling and Training. All Dispatchers must provide proof they are maintaining their certifications. For any mandatory schooling or in-service training assigned by the Director occurring on a leave day or off duty time, the employee will be paid at the rate of straight time, the maximum of which shall be no more than eight (8) hours per day.

- A. The employer may send employees to EMD, LEIN, and basic dispatch school, if manpower allows and the ICCD has funds available, subject to Director approval.

7.5: Notices of Schools. The Director agrees to post notices of schools and seminars, but this Agreement shall not compel the Director to send any employee to such schools or seminars, or to pay the cost of such schools or seminars.

7.6: Definitions. The term "employee" when used in this Agreement shall refer to and include only those full-time employees described in Section 1.1 which are included in the collective bargaining unit. A part-time or temporary employee is one who is employed in work performed by the bargaining unit on a schedule of thirty-two (32) hours or less in a week. In case of an emergency vacation or illness, a part-time employee may exceed thirty-two (32) hours in a week.

7.7: Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to this Agreement. No temporary or irregular employee will be hired in the classification of Dispatcher if full-time employees are on lay off status.

7.8: Part-Time or Temporary Employees. Part-time or temporary employees will not be utilized or hired until all employees on layoff status from that classification who are able to perform the required work have been recalled. Regular part-time employees may be used as full-time employees in the event an FMLA, STD or LTD is being used by a regular full-time employee. Part-time employees used in this capacity will be placed on the bottom of the overtime list, and shall not receive any benefits other than outlined for part-time employees.

7.9: Court Attendance. An employee who is required to make a court appearance arising out of his/her duties, other than during his/her regularly scheduled shift, shall be paid at a time and half (1-1/2) rate for a minimum of two (2) hours. Anytime over two (2) hours shall also be paid at the rate of one and one-half (1-1/2) time his/her hourly rate. Any enumeration received from attorneys, depositions or court cases shall be turned over to I.C.C.D.

The employee will provide a copy of the subpoena to the Director before the scheduled court day.

7.10: Temporary Transfer. In the event the Director decides to fill a temporary job opening which is ninety (90) days or less in a higher classification due to illness, emergency, leave, vacations, temporary work increases, weather or other cause, the Director shall select the employee he feels is best suited for such temporary transfer. Consideration shall be given to the employee's ability, work record, qualifications and seniority as exclusively judged by the Director or his designated representative, provided that such judgment shall not be exercised in an arbitrary or discriminatory manner.

7.11: Loss or Damage. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or other tangible items, or articles rented or leased by the Employer unless it is shown that said employee used or operated such article or property in a fashion contrary to its intended use in connection with dispatcher work, or used or operated said article or property for a private purpose without the permission of the Employer. The employee shall be responsible for damages caused maliciously.

7.12: Gender. All references to he/she, his/her, or him/her in this agreement shall refer to both males and females.

7.13: Captions. The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

7.14: Time Sheets Examination. The Union shall have the right to examine relevant time records pertaining to the computation of compensation of any employee whose pay is in dispute, at reasonable times on the Employer's premises, provided the employee consents.

7.15: Notification of Employee Status Change. It shall be the responsibility of each employee to notify the I.C.C.D. of any change of address, marital status, dependents, or telephone number. The employee's address and telephone number as it appears on the County records shall be conclusive when used in connection with the layoffs, recalls or other notices to employment. These records are for the official use of the I.C.C.D. and will be kept confidential to the extent permitted by law.

ARTICLE VIII  
SAFETY

8.1: Reports of Accidents. Any employee involved in any accident while on duty shall immediately report said accident and any physical injury sustained to the Director or his/her designee. An employee shall make out an accident report in writing on forms furnished by the Employer and shall fill 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. Employees shall report any injuries sustained off duty.

8.2: Unsafe Equipment. When an employee is required by a supervisor to work on equipment which the employee regards as unsafe, the employee shall have the right to protest in writing and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and may refer the matter to the Director or designee for consideration and recommendation. Any equipment that has been written up as unsafe will be inspected by the Director or his representative as promptly as possible, and the Director or his representative will promptly cause such repairs to be made as he determines necessary.

8.3: Duty-Related Injury. In the event an employee is injured in the performance of his/her duties as an I.C.C.D. employee, and said injuries are covered by the applicable Workers' Compensation benefits, the Employer shall continue benefits except wages for the first 30 days of the employee's injuries. Any Employee, while on Worker's Compensation, shall cease to accrue vacation, personal leave, longevity and holiday pay 30 days after receiving the first

Worker's Compensation check. No employee shall lose sick time as a result of a duty-related injury.

8.4: Worker's Compensation. The Employer will furnish coverage under the applicable Worker's Compensation laws.

8.5: Special Conference. Special Conferences may be held between the parties upon the mutual consent of both the Director and the Union. Any such conferences held shall be conducted for the purpose of exchanging ideas and information in the interest of sound labor relations, provided, however, that this section shall not be construed as requiring either party to hold such conference nor as requiring the Employer to further negotiate with the Union once this contract has been executed. In the event a Special Conference is scheduled, the agenda shall be established in advance and followed.

ARTICLE IX  
WAGES

9.1: Wage Rates. 2-1/2% increase retroactive to January 1, 2008.

Effective 1/1/2008 = \$14.16 per hour  
Effective 1/1/2009 = 2009 opener for wages  
Effective 1/1/2010 = 2010 opener for wages

Training Officers (CTO) will receive one (1) hour compensatory time for every twelve (12) hours spent training.

Steps to Top Dispatcher:

Entry Level 78% of Top Dispatcher

After twelve (12) months 93% of Top Dispatcher

After twenty-four (24) months 100% of Top Dispatcher

9.2: New Classification. If the Employer establishes a new classification, the Employer will notify the Union, in writing, of the rate of pay for the classification. If the Union does not agree that the pay is reasonable, it shall notify the Employer within five (5) days after the receipt of notice and the Employer will meet to explain its reasons. If the Union does not then agree that the rate is reasonable, it may file a grievance at the Step 2 level of the grievance procedure within five (5) days after the meeting

and may submit the question of reasonableness to step 3 of the grievance procedure.

ARTICLE X  
HOURS OF WORK AND OVERTIME

10.1: Hours of Work. An employee's normal work schedule shall consist of eighty (80) hours of work in a period of fourteen (14) consecutive days. The work schedule shall be established by the Director, and be posted three (3) weeks in advance. Shifts will consist of six (6) twelve (12) hour days and one (1) eight (8) hour day in a period of fourteen (14) consecutive days. No employee may be forced to work longer than twelve (12) hours in a row except in the case of an emergency. Management reserves the right to change work hours with a ninety (90) day notice to the Union. Once a swing shift employee is scheduled for work days, this schedule can only be changed with a minimum of a four (4) hour notice, and may only be changed by the 911 Director or his designee.

10.2: Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must be authorized by the Director or his designated representative. If the Director determines to schedule dispatcher overtime because of absenteeism, vacations or scheduled time off, regular dispatchers shall be given the opportunity to work such overtime before part-time or temporary dispatchers are called, provided the regular dispatchers are readily available.

- A. An overtime list will be established by seniority, kept current and shall be posted in an area available to all employees.

Equal Distribution. Overtime will be distributed as equally as possible among all full time employees covered by this agreement. All overtime is at the discretion of the Director, but once the process of distribution commences, all eligible employees must be offered the time as set forth in this section.

- A. When distributing overtime, shift operators should be asked in the order of least to highest number of overtime hours worked. If no eligible operators are reached or no one wants the overtime, then the eligible operator should be asked in order of least to highest number of overtime hours worked. If two or more employees have the same amount of overtime hours, then the shift will be given to the highest in seniority.

- B. After offering the overtime to all eligible full time operators, part time operators may be offered the time or scheduled to work these hours.
- C. If a twelve hour overtime shift needs to be filled, an employee may choose either six hours or choose all twelve hours. If an operator chooses a six hour shift, overtime distribution will continue until the other six hour vacancy is filled. If an operator chooses a six hour shift and is low in overtime hours, he/she may be ordered to work all twelve hours if the other six hour shift is not filled voluntarily. This may also apply to an eight hour shift of overtime. Any overtime shift less than eight hours may be divided if agreed upon by employees working the overtime.
- D. Whenever possible, a steward is to be present when employees are being contacted for overtime. Employees are to be contacted on a taped telephone line, in person or by the use of thirty day postings.
- E. Employees will be charged overtime hours if they refuse the hours offered. Any employee on an approved leave (sick, vacation, personal day) will not be called for overtime, except in case of an emergency. If the employee gives the Director a two hour advance leave, then the other employees will be allowed thirty minutes to return any overtime call from the Director, supervisor or the employee making contact.
- F. Any employee called in for duty for other than his/her regular shift, shall receive a minimum two hours pay for which he/she shall be paid at straight time or time and one-half as appropriate except if it is contiguous with his or her normal shift.

10.3: Overtime Pay. Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked in excess of their regular scheduled shift. In no event shall an employee work over sixteen (16) hours, unless an emergency is declared by the Director. Compensatory time shall be allowed, if requested by the employee in writing, in lieu of pay, however, compensatory time shall not exceed forty (40) hours,

and must be used within one hundred and eighty (180) days following the date of accrual.

Compensatory time off must be approved by the Director, and shall not be taken so as to cause overtime to be paid to cover time requested off. Compensatory time off is at the discretion of the Director.

10.4: Shift Selection. Employees will be given the opportunity to select shifts on an annual basis. Selection periods will be January 1<sup>st</sup> to January 14<sup>th</sup>. Shift changes will be posted on February 1<sup>st</sup>. Shift assignments will become effective within the first twenty eight days of February. Management reserves the right to assign a shift to probationary employees.

10.5: Rest Breaks. Employees will be allowed reasonable amounts of time for rest breaks, up to fifteen (15) minutes in each one-half (1/2) of their shift, which will not interfere with the operations of the department.

10.6: Lunch Periods. All employees shall receive a one-half (1/2) hour lunch period during the approximate middle of their shift. It is recognized that lunch times may vary due to the needs of the department.

10.7: Call In/Call Back Time. In the event the employee is called back to duty after completing his ordinary working day, he shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times his regular straight time hourly rate of pay.

10.8: Shift Premium Pay. All employees in this unit shall be paid in addition to their regular compensation twenty (S.25) cents per hour for all hours worked between 8:00 p.m. and 8:00 a.m.

ARTICLE XI  
HOLIDAYS

11.1: Holiday Pay. All regular full-time employees occupying a job classification covered by this Agreement who have completed ninety (90) days of employment with the I.C.C.D. dispatchers shall receive holiday pay as described below.



A. Recognized Holidays.

New Year's Eve	Labor Day
New Year's Day	Columbus Day
President's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Good Friday (one-half (1/2) day	

B. Employees will be paid one and one-half (1-1/2) times their hourly rate for all hours worked on a holiday.

C. Employees eligible for holiday premium shall receive eight (8) hours pay for the twelve (12) recognized holidays and four (4) hours for the one-half (1/2) day to be paid in the last pay of November. After ninety (90) days, the premium will be pro-rated for all new hires.

D. Holidays to be effective on January 1, 2009, will be defined as the actual date of the holiday. Holiday pay will be determined for employees who work between 0001 to 2400 on the actual date of the holiday.

11.2: Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- A. The employee must not be on a layoff which began more than seven (7) calendar days prior to the holiday.
- B. The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by step 3 of the grievance procedure the employee will receive the applicable holiday pay.
- C. The employee must not be on a leave of absence.
- D. An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay, unless the employee is hospitalized or can produce a valid doctor's certificate or is otherwise excused by the Director.

11.3: Holidays During Vacation. Holidays recognized by Section 11.1 of this Agreement that fall within an employee's vacation period will be charged as vacation time.

ARTICLE XII  
VACATIONS

12.1: Eligibility.

A. In order to be eligible for full vacation benefits, a full-time employee must have worked for the Employer during the immediate calendar year preceding his anniversary date a total of at least 1,700 clock hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay on the basis of his hours actually worked according to his length of service, at the rate of one-twelfth (1/12) their yearly rate per month worked. Any employee who becomes ill during a regularly scheduled vacation day may change only their days sick to sick days. The employer reserves the right to request a written doctor's statement before the vacation day is changed to a sick day.

B. Employees qualify for vacation according to the following schedule:

Anniversary Date of First (1 <sup>st</sup> ) year from hire date.	40 hours
Anniversary Date of Second (2 <sup>nd</sup> ) year from hire date.	60 hours
Anniversary Date of Third (3 <sup>rd</sup> ) year from hire date.	80 hours
Anniversary Date of Fourth (4 <sup>th</sup> ) year from hire date.	80 hours
Anniversary Date of Fifth (5 <sup>th</sup> ) year from hire date.	80 hours
Anniversary Date of Sixth (6 <sup>th</sup> ) year from hire date.	120 hours
Anniversary Date of Seventh (7 <sup>th</sup> ) year from hire date.	120 hours
Anniversary Date of Eighth (8 <sup>th</sup> ) year from hire date.	120 hours
Anniversary Date of Ninth (9 <sup>th</sup> ) year from hire date.	120 hours
Anniversary Date of tenth (10 <sup>th</sup> ) year from hire date.	160 hours

Eleventh (11<sup>th</sup>) year anniversary date and higher will accumulate eight (8) hours per year to a maximum of two hundred (200) hours vacation.

Employees accrue vacation leave on a yearly basis. Time off more than available hours will be treated as leave without pay and must be approved in advance by the Director.

- C. The Director shall have the right to determine/schedule vacation leaves so that such vacation leaves shall not interfere with efficient operation of 911.
- D. Any employee who has earned his/her vacation and is separated from his/her employment before taking it shall be paid the amount earned at the next regular pay period including any pro-rated accumulation to the date of such separation, provided such pro-rated vacation pay shall not become effective until the employee has successfully completed the probation period.
- E. Employees will be allowed to take vacation time (4 hours minimum) if approved by the Director.
- F. The posting for a vacation time block on a seniority basis shall occur from January 1st to January 14<sup>th</sup> of each calendar year; after January 14<sup>th</sup> all vacation shall be issued on a first-come, first-serve basis and shall be requested at least 45 days in advance. The Director may waive the 45 days notice.
- G. A forty-five (45) day notice must be given for any unscheduled vacation.

12.2: Accumulation of Vacations. Employees may carry-over ten vacation days past their anniversary date. Employees will have the option to use the vacation time within 90 days of anniversary date or be paid for vacation time at the rate of pay equal to when these days were earned.

ARTICLE XIII  
PERSONAL LEAVE DAYS

13.1: Personal Leave. Each employee will be accredited thirty-six (36) hours personal time per fiscal year. Probationary employees shall have their personal time pro-rated after completing 90 days full-time employment, personal time shall be pro-rated at three (3) hours per month. Personal days must be approved by the Director.

Any employee who becomes ill during a regularly scheduled personal day may change their days to sick days. The employer

reserves the right to request a written doctor's statement before the personal day is changed to a sick day.

A minimum of 72 hours notice with intention to use personal days is required, unless waived by the Director.

Unused personal leave days may not be carried over in the following year.

ARTICLE XIV.  
INSURANCE AND OTHER BENEFITS

14.1: Hospitalization Insurance. All full-time employees who have successfully completed ninety (90) days of employment will receive the same drug prescription plan as other county employees at the single party rate for 2005. The employee has the option, at their own expense, to have two (2) person or family coverage.

At the completion of the employee's one (1) year probation period, the above-listed health care benefit, which includes the single person, two-person and family coverage, will be provided at the ICCD expense.

14.2: Dental Insurance. The employer will provide all full-time employees who have completed one (1) year of employment with a dental plan, family coverage. The plan shall be (remove Michigan Blue Cross and Blue Shield) same dental insurance as provided to other county employees for 2005. (remove Comprehensive Preference Option C, CR 100-75-50, MBL \$1,000 or equivalent.)

All probationary employees will have the option, at their own expense, to purchase dental insurance.

14.3: Vision Insurance. The employer will provide all full-time employees who have completed one (1) year of employment with (remove Blue Cross/Blue Shield) Vision Care as provided to other county employees for 2005.

All probationary employees will have the option, at their own expense, to purchase vision insurance.

14.4: Life Insurance. The Employer agrees to provide twenty thousand dollars (\$20,000.00) group term life insurance for all full-time employees who have completed ninety (90) days of employment. Employees who are in non-pay status, (i.e., (a) during lay-off, (b) on leave of absence, or (c) receiving worker's compensation after expiration of sick leave and vacation credits),

will not be provided life insurance until they return to work on a full time basis.

All probationary employees will have the option, at their own expense, to purchase life insurance.

- A. Employees who have completed their one (1) year probation period will receive, at ICCD expense, the listed dental coverage (14.2), vision coverage (14.3) and life insurance (14.4).

14.5: Health Insurance Termination. Upon termination, an employee's health, hospitalization, vision insurance and dental insurance will remain in effect until the end of the month in which the termination occurred. Options for continuing the insurance coverage after termination are provided through the payroll department.

14.6: Waiver of Medical Insurance. An employee, who is eligible for medical insurance coverage and has medical coverage available through their spouse or other source, may execute a waiver agreement provided by the employer. The decision to waive the right to medical insurance coverage shall only be made once per calendar year. In the event an employee elects not to be covered by such medical insurance, the employer shall pay the sum shown below directly to the employee as salary. Such payment shall be made once per year, at the expiration of a twelve (12) month period of no medical coverage.

An employee may execute a waiver agreement, provided by the employer, to waive "medical coverage" and the employee may still take "dental coverage" and/or "vision coverage" at their option. The cost of dental and/or vision benefits shall be subtracted from the payment that the employee receives for waiver of "medical benefits".

Health Care Premium shall be \$2,600.00.

Premium Waiver Pro-rated at termination if pre-paid.

In the event an employee who has executed such waiver voluntarily terminates his employment prior to the expiration of the twelve (12) month period of no medical coverage, i.e., no premiums paid by the Employer on behalf of the employee, then an amount equivalent to the pro-rata portion of the twelve (12) months shall be paid at the time of termination of employment.

14.7:

- A. Retirement Plan. The Employer will provide the Municipal Employees' Retirement System Plan B-4, V-10, FAC 5, at no cost to the employee. Additionally, employees shall be permitted to receive a normal retirement (B-4 plan) after twenty-five (25) years of service at age 55. The B-4 plan specifies 2.5% of the member's final average compensation multiplied by the number of years and months of service. Employees who are in this plan are Karen Kaiser, Ryan Ridgway, and Rachel Toska.
- B. Any employee hired after June 24, 1999, will be in the MERS defined contribution plan. The Employer will fund the plan at the rate of seven percent (7%) of the employee's base wage, and the employee will be able to contribute up to eight percent (8%). All employees will be vested upon successfully completing their probationary period of one (1) year with the ICCD.

14.8: Uniforms and Equipment. The employees shall wear casual, clean professional attire while in the work place. (remove The ICCD shall provide such uniforms and equipment as the Director shall determine is necessary.) The Employer will provide five hundred (\$500.00) dollars to be divided within the department for the purchase of uniform shirts and sweat shirts. The Union President will provide the Director with a list of those employees that will receive uniform shirts from the yearly budgeted total of \$500.00 uniform line item expenditure.

14.9: Worker's Compensation Differential. In the event an employee is disabled due to on-the-job injury and is drawing worker's compensation benefits, he may utilize his accumulated sick leave to make up the difference between his worker's compensation benefit and his regular straight time pay.

14.10: Separability and Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect and that provision that is declared invalid shall be renegotiated.

14.11: Unpaid Leave Benefits. No benefits of any kind will be earned by, or accrued to, an employee during any unpaid leave of absence set forth in this Agreement with the exception of 6.5 (D) FMLA.

14.12: Health Insurance after Retirement. Employees who retire pursuant to Section 14.6, Retirement, may at the employee's cost maintain the health insurance, dental and vision insurance offered by the County Hospitalization Insurance, for the employee and spouse by submitting the monthly premium payment in advance each month to the County Clerk's Office.

14.13: Travel Reimbursement. At the direction and approval of the Director, an employee's overnight lodging will be provided at the Employers expense. Except for travel to work and back, employees are not expected to pay for 9-1-1 related and authorized travel expenses. Employees will be reimbursed for travel expenses to include transportation, meals and lodging. Employees are required to complete a travel request form and receive approval before making any travel arrangements. Upon completion of travel, employees must complete an approved travel voucher. Payment will be processed on submission of the Travel Expense Voucher. The employee is responsible for the information contained on the travel voucher. Falsification of a travel voucher will be subject to appropriate disciplinary action. Reimbursement for travel is based on the following guidelines:

- A. Mileage reimbursement for use of personal vehicles will conform to IRS allowable.
- B. Meal reimbursement is based on the maximum of twenty-six (\$26.00) dollars per day. Receipts for all meals are required for reimbursement. The daily meal maximum reimbursement is divided as follows:

Breakfast	\$ 6.50
Lunch	\$ 7.25
Dinner	\$16.25

- C. The cost of lodging will be reimbursed at the maximum rate of sixty (\$60.00) dollars per day. A receipt for lodging is required for reimbursement.
- D. If travel requires commercial air transportation, administration will arrange for and pay for airplane tickets.

14.14: Longevity. Any employee who has completed five (5) years of service will be eligible for an annual longevity. (remove payment of one hundred (\$100.00) dollars.)

Fifth (5 <sup>th</sup> ) year anniversary from date of hire.	\$130.00
Sixth (6 <sup>th</sup> ) year anniversary from date of hire.	\$150.00
Seventh (7 <sup>th</sup> ) year anniversary from date of hire.	\$170.00
Eighth (8 <sup>th</sup> ) year anniversary from date of hire.	\$190.00
Ninth (9 <sup>th</sup> ) year anniversary from date of hire.	\$210.00
Tenth (10 <sup>th</sup> ) year anniversary from date of hire.	\$230.00
Eleventh (11 <sup>th</sup> ) year anniversary from date of hire.	\$250.00
Twelfth (12 <sup>th</sup> ) year anniversary from date of hire.	\$270.00
Thirteenth (13 <sup>th</sup> ) year anniversary from date of hire.	\$290.00
Fourteenth (14 <sup>th</sup> ) year anniversary from date of hire.	\$310.00
Fifteenth (15 <sup>th</sup> ) year anniversary from date of hire.	\$330.00

An additional \$10.00 per year will be added for every year of service after fifteen (15) years.

ARTICLE XV  
DISCIPLINE AND DISCHARGE

15.1: The following indicates the normal steps of disciplinary action:

- A. Oral Warning: Note made on employee's personnel record.
- B. Written Reprimand: This is a formal reprimand with a copy going to the employee and if the employee is union a copy to the union.
- C. Suspension: Formal written notice is given to the employee concerning the infraction indicating the length of the suspension. Normal suspension is for a five day work period but does not need to be five days.
- D. Removal or Discharge: There must be just cause for discharge.
- E. At the end of twenty-four (24) months, disciplinary action may be removed from the employee's personnel file if there are no like disciplinary actions taken during that twenty-four (24) month period. All suspensions of five (5) work days or more can be removed at the end of a twenty-four (24) month period of time upon the employee's request, but must be approved by the 911 Director.



ARTICLE XVI  
WAIVER

16.1: Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

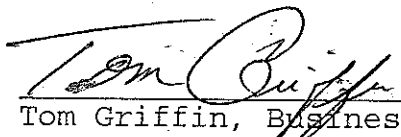
The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

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

ARTICLE XVII  
DURATION

17.1: Duration. This Agreement shall be in full force and effect from January 1, 2008 to December 31, 2010 with exception of an opener on wages for 2009 & 2010. Either party may request to open negotiations to a successor agreement at least sixty (60) days prior to date of expiration.

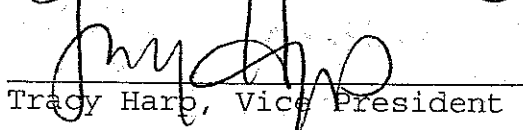
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Tom Griffin, Business Agent

IOSCO COUNTY DISPATCHERS  
ASSOCIATION

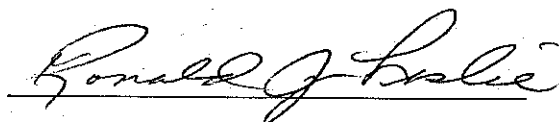
  
Lori Bublitz, President

Date: 11-19-08

  
Tracy Harp, Vice President

Date: 11-19-08

ICCD BOARD CHAIRMAN



Date: 11/19/08