

AGREEMENT
BETWEEN
THE MARQUETTE COUNTY BOARD OF
COMMISSIONERS

AND

THE MARQUETTE COUNTY CENTRAL
DISPATCHER'S ASSOCIATION

Effective Date: April 1, 2011

Termination Date: December 31, 2011

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1 **ARTICLE 1 – PREAMBLE**

2 This Agreement, entered into this 1st day of April, 2011, between the Marquette County
3 Board of Commissioners (hereinafter referred to as the “Employer”), and the Marquette County
4 Central Dispatcher’s Association.
5

6 **ARTICLE 2 - PURPOSE AND INTENT**

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

10 Section 2: To these ends the Employer and the Association encourage to the fullest degree
11 friendly and cooperative relations between the respective representatives at all levels and among all
12 employees.

13 Section 3: This Article in and of itself shall not serve as the basis for initiation of the
14 grievance procedure contained herein.
15

16 **ARTICLE 3 – LANGUAGE**

17 Section 1: Unless otherwise defined in this Agreement, all words shall connote their
18 common meaning.

19 Section 2: The headings used in this Agreement and exhibits neither add to nor subtract from
20 the meaning, but are for reference only.

21 Section 3: Wherever in this Agreement the masculine or feminine pronouns “man,” “men,”
22 “he,” “she,” or related pronouns may appear, either as words or as part of words, they have been
23 used for literary purposes and are meant in their generic sense (i.e., to include humankind - both
24 female and male sexes).

25 Section 4: Unless otherwise provided, wherever in this Agreement the term Employer is
26 used in communications context, such communications shall be directed to the Manager of Human
27 Resources.

28 Section 5: Similarly, wherever the term Association is used, such communication shall be
29 directed to the Association President unless otherwise provided.

1 **ARTICLE 4 - RECOGNITION**

2 Section 1: Pursuant to and in accordance with all applicable provisions of Act 379 of the
3 Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the sole
4 representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and
5 other conditions of employment for the term of this Agreement of all employees of the Employer
6 included in the bargaining unit described below:

7 “All full time dispatch employees of the Marquette County Board of Commissioners/Central
8 Dispatch excluding supervisors, part-time dispatchers, interns and all others.”

9 Section 2: A regular full-time employee is defined as an employee who is regularly
10 scheduled to work at least 2080 hours per year.
11

12 **ARTICLE 5 - ASSOCIATION SECURITY (Agency Shop)**

13 Section 1: Employees covered by this Agreement at the time it becomes effective and who
14 are members of the Association at that time shall be required, as a condition of continued
15 employment, to continue membership in the Association or pay a service fee to the Association
16 equal to dues and initiation fees uniformly charged for membership for the duration of this
17 Agreement.

18 Section 2: Employees covered by this Agreement who are not members of the Association at
19 the time it becomes effective shall be required as a condition of continued employment to become
20 members of the Association or pay a service fee equal to dues and initiation fees required for
21 membership commencing thirty (30) days after the effective date of this Agreement, and such
22 condition shall be required for the duration of this Agreement.

23 Section 3: Employees hired, rehired, reinstated or transferred into the bargaining unit after
24 the effective date of this Agreement and covered by this Agreement shall be required as a condition
25 of continued employment to become members of the Association or pay a service fee to the
26 Association equal to dues and initiation fees required for membership for the duration of this
27 Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the
28 unit.

1 **ARTICLE 6 - DUES CHECK OFF**

2 Section 1: The Employer agrees to deduct from the wages of any employee who is a
3 member of the Association, all Association membership dues and initiation fees uniformly required,
4 if any, as provided in a written authorization in accordance with the standard form used by the
5 employer herein (refer to Appendix D); provided that the said form shall be executed by the
6 employee. The written authorization for Association dues deduction shall remain in full force and
7 effect during the period of this contract and may be revoked only by written notice given during the
8 period of thirty (30) days prior to expiration of this Agreement. The termination must be given both
9 to the Employer and the Association.

10 Section 2: Dues and initiation fees will be authorized, levied and certified in accordance
11 with the direction of the Association. Each employee and the Association hereby authorize the
12 Employer to rely upon and to honor certifications by the Association regarding the amounts to be
13 deducted and the legality of the adopting action specifying such amounts of Association dues and/or
14 initiation fees.

15 Section 3: The Employer agrees to provide this service without charge to the Association.
16

17 **ARTICLE 7 - REPRESENTATION FEE CHECK-OFF**

18 Section 1: The Employer agrees to deduct from the wages of any employee who is not a
19 member of the Association, the Association representation fee, as provided in a written
20 authorization in accordance with the standard form used by the Employer herein (refer to Appendix
21 D), provided that the said form shall be executed by the employee. The written authorization for
22 representation fee deduction shall remain in full force and effect during the period of this contract,
23 and may be revoked only by written notice given during the period of thirty (30) days immediately
24 prior to expiration of this Agreement. The termination notice must be given both to the Employer
25 and to the Association.

26 Section 2: The amount of such representation fee will be determined as set forth in Article 6
27 of this Agreement.

28 Section 3: The Employer agrees to provide this service without charge to the Association.

1 **ARTICLE 8 - REMITTANCE OF DUES AND FEES**

2 Section 1: When Deductions Begin: Check-off deductions under all properly executed
3 authorization for check-off shall become effective at the time the application is signed by the
4 employee, and shall be deducted from the first pay period of the month and each month thereafter.

5 Section 2: Remittance of Dues to Financial Officer: Deductions for any calendar month shall
6 be remitted to the Local Treasurer, with an alphabetical list of names and addresses of all employees
7 from whom deductions have been made, no later than the fifth (5th) day of the month following the
8 month in which they were deducted.

9 Section 3: The Employer shall additionally indicate the amount deducted, and notify the
10 Local Treasurer of the names and addresses of the employees who, through a change in their
11 employment status, are no longer subject to deductions and further advise said financial officer by
12 submission of an alphabetical list of all new hires since the date of submission of the previous
13 month's remittance of dues.

14
15 **ARTICLE 9 - ASSOCIATION REPRESENTATION**

16 Section 1: Officers: The Employer shall be notified of the name of the Association President
17 and shall be promptly notified in writing of any change as occurs during the term of this Agreement.

18 The Association President shall be allowed during working hours to present grievances to
19 the Employer in accordance with the grievance procedure, provided prior permission from his
20 supervisor is obtained.

21 In any event, the Employer shall allow a reasonable period of time for investigation and/or
22 presentation of grievances by the Association President within the time limits imposed by the
23 grievance procedure.

24 Section 2: Association Negotiating Committee: Employees covered by this Agreement will
25 be represented in negotiations by two (2) negotiating committee members from the unit and the
26 Association Business Agent. Upon their appointment, the Employer shall be notified of the names
27 of the members of the negotiating committee. The Employer shall be promptly notified in writing of
28 any changes in the negotiating committee as they occur during the term of this Agreement.

29 All negotiating sessions by the parties shall commence at a time mutually agreeable.

1 Members of the negotiating committee shall be paid by the Employer for all hours spent in
2 negotiations during regular working hours.

3
4 **ARTICLE 10 - MANAGEMENT RIGHTS**

5 The Employer retains on its own behalf and on behalf of the electors, solely and exclusively,
6 all its inherent rights, functions, duties and responsibilities, with the unqualified and unrestricted
7 right to determine and make decisions on all terms and conditions of employment and the manner in
8 which the operations of the Employer will be conducted except where those rights may be clearly,
9 expressly and specifically limited in this Agreement. It is expressly recognized, merely by the way
10 of illustration and not by way of limitation, that such rights, functions, duties and responsibilities
11 which are solely and exclusively the responsibility of the Employer include, but are not limited to:

- 12 1. Full and exclusive control of the management of the Employer's operations; the supervision
13 of all methods, processes, means and personnel by which any and all work will be
14 performed; the control of property, and the composition, assignment, direction and
15 determination of the size and type of its working forces;
- 16 2. The right to determine the work to be done and the standards to be met by employees
17 covered by this Agreement;
- 18 3. The right to change or introduce new operations, methods, processes, means or facilities;
19 and the right to determine whether and to what extent work shall be performed by
20 employees;
- 21 4. The right to hire, establish and change work schedules, set hours of work; establish,
22 eliminate or change classifications; assign, transfer, promote, demote, release and lay-off
23 employees;
- 24 5. The right to determine the qualifications of employees; and to suspend, discipline and
25 discharge employees for cause and otherwise to maintain an orderly, effective and efficient
26 operation

27
28 **ARTICLE 11 - RESPONSIBILITY**

29 Section 1: The Employer agrees that for the duration of this Agreement there shall be no
30 lockouts.

1 Section 2: The Association, its officers, agents and members, agree that for the duration of
2 this Agreement there shall be no strikes, sit-downs, slow-downs, stoppages of work, or any acts of
3 any kind or form whatsoever, however peaceable, that would interfere with the operations of the
4 Employer.

5 Section 3: Association members will not engage in Association activity on the Employer's
6 time, or engage other employees in Association activity while such employees are on the
7 Employer's time, except as specifically provided by this Agreement.

8 Section 4: The Association Business Agent may have discussions with an employee during
9 regular business hours upon the approval in advance by the appropriate supervisor.

10
11 **ARTICLE 12 - SPECIAL CONFERENCES**

12 Section 1: Special conferences for important matters of mutual concern may be scheduled by
13 mutual agreement. Such meetings shall be between Association officers and the Employer, and may
14 be represented by the Association Business Agent. A proposed agenda of the matters to be taken up
15 at the special conference shall be submitted at the time a special conference is proposed. After a
16 special conference is scheduled and an agenda has been proposed by the parties, discussion at the
17 conference will be confined to those topics included in the agenda.

18 Section 2: Special conferences shall not be used as a substitute for the grievance procedure
19 provided by this Agreement, nor shall a special conference become a substitute for the negotiations
20 process.

21 Section 3: The Association representatives may meet on the Employer's property for at least
22 one-half (1/2) hour immediately preceding the conference in a room designated by the Employer.
23 Association members shall not lose time or pay for time spent in a special conference.

24
25 **ARTICLE 13 - GRIEVANCE PROCEDURE**

26 Section 1: The term grievance shall mean an allegation that a breach, misinterpretation, or
27 improper application of this Agreement has occurred.

28 Section 2: It is the intent of the parties to this Agreement that the grievance procedure set
29 forth shall serve as the sole means for the peaceable settlement of all grievances that may arise
30 between them as to the application and interpretation of this Agreement. Employees are required to

1 follow and use this procedure for all grievances for which they seek redress. Any grievance should
2 be presented as soon after its occurrence or after its coming to the attention of the aggrieved
3 employee as is reasonably possible without interruption of work except to present the grievance; but
4 in any event the grievance in order to become the basis for a claim, must be presented within ten
5 (10) working days after the employee knows or should have known if he exercised reasonable
6 diligence and attention to the occurrence or non-occurrence of the event upon which the grievance
7 is based, which in no event shall be more than thirty (30) calendar days from the date of such
8 occurrence or non-occurrence.

9 STEP I:

10 The grievance shall be presented verbally by the employee to his immediate supervisor
11 outside the bargaining unit in an effort to resolve the grievance informally before a written
12 grievance is filed. Grievances not resolved in the verbal step shall be reduced to writing, and
13 shall be dated and signed by the aggrieved employee.

14 STEP II:

15 If the grievance is not resolved, the employee (and an Association representative, if desired)
16 may within five (5) working days present the written grievance to the employee's supervisor
17 and proceed to Step II of the grievance procedure. If such presentation is made in the
18 presence of a representative of the Association, he shall countersign the grievance. The
19 supervisor and the Manager of Human Resources shall jointly investigate the grievance, and
20 the supervisor shall furnish a written signed disposition to the employee (and his designated
21 Association Representative, if desired) within the first ten (10) working days after such
22 written grievance is presented.

23 STEP III:

- 24 a. If the grievance remains unsettled and the aggrieved employee wishes to carry it
25 further, the Association President shall refer the matter to the Council Staff
26 Representative.
- 27 b. In the event that the Council Staff Representative, Association President, and the
28 aggrieved employee wish to carry the matter further, they shall file a written
29 request with the Human Resources Manager within ten (10) working days after
30 the Employer's response to Step II to arrange a meeting between the supervisor,
31 Manager of Human Resources, aggrieved employee and representatives of the

1 Association for the purpose of attempting to resolve the grievance. Said meeting
2 shall occur within fifteen (15) working days of the Manager of Human
3 Resources receipt of the written request to arrange a meeting. The Manager of
4 Human Resources will respond with a written disposition of the grievance
5 within ten (10) working days of the meeting. Said written disposition shall be
6 addressed to the aggrieved employee, with copies provided to the Association
7 President and the Council Staff Representative.

8 c. If the dispute remains unsettled and the Council Staff Representative wishes to
9 carry the matter further, the Council Staff Representative shall file within thirty
10 (30) calendar days a demand for arbitration with the Federal Mediation and
11 Conciliation Service in accordance with the Federal Mediation and Conciliation
12 Service Rules and Procedures. The parties agree to use Paul Glendon, John
13 Lyons, or George Roumell as the permanent panel from which to select
14 arbitrators for all arbitrations during the term of this Agreement. When
15 available, Paul Glendon shall be the arbitrator on all grievances involving
16 classification and compensation.

17 d. The arbitrator shall have the authority and jurisdiction only to interpret and
18 apply the provisions of this Agreement insofar as it shall be necessary to the
19 determination of the merits of such grievance, but he shall not have jurisdiction
20 nor authority to add to or detract from nor alter in any way the provisions of this
21 Agreement. The arbitrator shall in no event award back pay prior to the date of
22 the occurrence or the non-occurrence of the event upon which the grievance is
23 based. The decision of the arbitrator shall be final and binding on both parties,
24 subject to the limitation herein specified.

25 e. The expenses of the arbitrator shall be the sole responsibility of the unsuccessful
26 party to the arbitration. In the event of a split award by the arbitrator the parties
27 will equally share the expense of the arbitrator. Each party shall be liable for any
28 expenses incurred on its own behalf.

29 f. Any grievance not answered within the time limits by the Employer shall be
30 deemed settled on the basis of the Association's last demand. In the event the

1 person responsible for management's response is not available at Step I, the
2 grievance shall automatically move to the next step.

3 g. Any grievance not appealed by the Association within the time limits shall be
4 deemed settled on the basis of the Employer's last answer.

5 h. Each grievance when reduced to writing shall be on a grievance form (Appendix
6 C), and shall contain a clear and concise statement specifying the article or
7 articles of this Agreement claimed to have been violated, a brief set of facts, and
8 the relief requested. No written grievance statement may contain more than one
9 (1) grievance. Any grievance which does not comply with this paragraph shall
10 not be accepted by the Employer, and shall be returned by the Employer without
11 action.

12 i. The time limits at any step may be waived or extended only by written
13 agreement between the Manager of Human Resources and the Association
14 President, or their designated representative in their absence.

15
16 **ARTICLE 14 - DISCIPLINE, SUSPENSION, AND DISCHARGE**

17 Section 1: No employee who is covered by this Agreement shall be subject to any
18 disciplinary action or shall be discharged from employment except for just or proper cause. In
19 determining the need for discipline, suspension, and discharge, the Employer and the Association
20 agree to comply with the policies, procedures and practices of the County as well as the policies,
21 procedures and practices of the State of Michigan.

22 Section 2: The Employer agrees promptly upon the discharge, suspension or written
23 reprimand of an employee, to notify in writing the employee and his Association President, if the
24 employee so desires, of the discharge, suspension or written reprimand. Said written notice shall
25 contain the specific reasons for the discharge, suspension or written reprimand.

26 Section 3: The discharged or suspended employee will be allowed upon request to discuss
27 his discharge or suspension with his steward. The Employer will make available a meeting room for
28 this purpose before the employee is required to leave the property of the Employer. Upon request,
29 the Employer or his designated representative will discuss the discharge or suspension with the
30 employee and/or his Association President.

1 Section 4: Should the discharged or suspended employee consider the discharge or
2 suspension to be improper, it shall be submitted Step II of the grievance procedure within ten (10)
3 calendar days.

4 Section 5: In imposing any discipline or discharge on a current offense, the Employer will
5 not take into account any prior infractions which occurred more than two (2) years previous, except
6 that the Employer may consider as part of the employee's record for establishing proper corrective
7 measures any offenses which resulted in any disciplinary suspension.

8 Section 6: Should it be determined by the arbitrator that an employee has been disciplined
9 for just cause, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed
10 by the Employer.

11 12 **ARTICLE 15 - COMPUTATION OF BACK WAGES**

13 No claim for back wages shall exceed the amount of wages the employee would have
14 otherwise earned, less compensation received from other sources.

15 16 **ARTICLE 16 - SENIORITY**

17 Section 1: Newly-hired employees shall be considered as probationary employees for the
18 first ninety (90) calendar days of their employment; provided that the probationary period may be
19 extended for an additional ninety (90) calendar days at the discretion of the Employer. The
20 employee and the Association President shall be notified in writing of any extension of a
21 probationary period. When an employee completes the probationary period, he shall be entered on
22 the seniority list of the unit and shall rank for seniority to the date of regular full-time hire.

23 Section 2: The Association shall represent probationary employees for the purpose of
24 collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of
25 employment as set forth in Article 4 of this Agreement, except discharged and disciplined
26 employees for other than Association activity.

27 Section 3: Seniority shall be on a Bargaining unit-wide basis, in accordance with the
28 employee's most recent date of regular full-time hire.

29 Section 4: In the event of identical seniority dates, seniority shall be determined by the
30 highest of the last four digits of the social security number.

1 shall be by registered mail to the employee's address of record with the Human
2 Resources Department. A copy of such notice shall be furnished to the
3 Association President. The Employer's notice requirements under this
4 subparagraph shall be deemed fully discharged at such time as said notice is
5 committed to the U.S. Postal Service;

- 6 8. If he willfully makes a false statement which is material on his application for
7 employment or leave of absence;
- 8 9. If he retires or is retired pursuant to any retirement plan of the Employer when in
9 effect. The Employer may require mandatory retirement of any employee at or
10 after age seventy (70);
- 11 10. If he fails to keep association dues current during a leave of absence.

12 13 **ARTICLE 19 - SENIORITY OF OFFICERS**

14 For the purpose of lay-off, the Association President shall head the seniority list of the
15 Association during their term of office, provided he is able to satisfactorily perform the work
16 required.

17 18 **ARTICLE 20 - LAY-OFF**

19 Section 1: The word "lay-off" means a temporary or permanent reduction in the work force.

20 Section 2: In the event of a lay-off, the Employer shall notify the Association President as
21 soon as practical, but in no case less than fourteen (14) calendar days prior to the effective date of
22 the lay-off, of the number of employees scheduled for lay-off, their names and seniority date.
23 Employees to be laid-off will receive at least fourteen (14) calendar days' notice of lay-off.

24 Section 3: When there is a reduction in the work force, employees will be laid-off in
25 accordance with their seniority (least senior to be laid-off first).

26 Section 4: There shall be no regularly scheduled overtime as a result of a lay-off.

27 28 **ARTICLE 21 - RECALL PROCEDURE**

29 When a position is reinstated after a lay-off, employees will be recalled according to unit-
30 wide seniority with the most senior employee on lay-off being recalled first.

1 **ARTICLE 22 - TRANSFERS**

2 If an employee is granted a transfer to a position with the Employer not included in the
3 bargaining unit, he may, within one (1) year, transfer back to a position within the bargaining unit
4 by posting to an open position. Such posting shall occur only after the posting period for all current
5 bargaining unit members has expired. Employees transferring under the above circumstances shall
6 retain all rights accrued for the purpose of any benefits provided in this Agreement.

7
8 **ARTICLE 23 - MILITARY SERVICE**

9 Section 1: The re-employment rights of employees and probationary employees will be in
10 accordance with all applicable laws and regulations.

11 Section 2: Employees who are members of any branch of the Armed Force Reserve or the
12 National Guard will be compensated for the difference between their Reserve pay and their regular
13 pay when they are on full-time active duty in the Reserve or National Guard, provided proof of
14 service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. In the case
15 of any properly declared National or State emergency, said compensations may be extended for a
16 period of six (6) continuous months.

17
18 **ARTICLE 24 - LEAVES OF ABSENCE**

19 Section 1: Leaves of absence requested in writing for periods not to exceed one (1) year
20 shall be granted for:

21 Medical leave (physical, mental), as certified by a duly licensed physician. Maternity will be
22 treated the same as any other medical condition.

23 Prolonged illness in immediate family (spouse/minor child).

24 Section 2: Leaves of absence requested in writing for periods not to exceed one (1) year may
25 be granted for:

26 Serving in any elected or appointed position.

27 Educational leave related to employment for one (1) time during the course of employment.

28 Section 3: Such leave may be extended for like cause at the sole discretion of the Employer
29 for a maximum of one (1) additional year.

1 Association representatives at a special conference. In the event the Association does not concur,
2 the proposed pay grade shall be subject to Step II of the grievance procedure.

3 Section 4: If, during the term of this Agreement, an employee requests a re- evaluation of
4 their job evaluation points, a response shall be given to the employee within 180 days. If the
5 employee disagrees with the result of the reevaluation, the employee may initiate a grievance at
6 Step II of the grievance procedure defined in the Agreement.

7 Section 5: An arbitrator, when hearing a job evaluation/pay grade re-evaluation grievance,
8 classification/pay grade grievance, will have no power to overrule the Employer unless he finds the
9 Employer was arbitrary or unreasonable in arriving at its decision.

10 11 **ARTICLE 26 - JURY DUTY**

12 Employees shall be granted time off with pay when called to serve on jury duty. Such
13 employees shall be paid at their regular rate for all hours up to the number of hours in their regularly
14 scheduled work week. In consideration of receiving their regular pay, employees shall assign to the
15 County remuneration received for jury duty during the same period. An employee who reports for
16 jury duty and is dismissed shall report to work for the remainder of the working day.

17 18 **ARTICLE 27 - SAFETY AND HEALTH**

19 Section 1: The Employer and the Association recognize the importance of maintaining
20 working conditions which promote the safety and health of the employee.

21 Section 2: The Association will cooperate with the Employer in encouraging the employees
22 to observe the health, safety and welfare rules and regulations which shall be prescribed by the
23 Employer, and to work in a safe manner.

24 25 **ARTICLE 28 - EQUALIZATION OF OVERTIME HOURS**

26 Section 1: This Article applies only to overtime hours paid to bargaining unit members who
27 are needed to staff dispatch functions due to insufficient staffing as determined by the Employer.
28 This Article does not apply to overtime paid to bargaining unit members related to working
29 normally scheduled holidays, attending meetings or training, appearing in court, etc.

1 When dispatch function work hours become available, it is understood that the Employer
2 will first offer these hours to non-Association employees, as long as the non-Association employees
3 do not accrue overtime for the hours in question. If these hours would result in overtime for non-
4 Association employees, then the overtime hours shall be first offered to bargaining unit members in
5 the same classification and with the ability to perform the work required within their department. In
6 this regard, the Employer will maintain a roster documenting overtime equalization among
7 employees.

8 The overtime equalization roster will be dated and contain four (4) columns. Column 1 will
9 list employees' names. Column 2 will list overtime hours worked to date for each employee.
10 Column 3 will list overtime hours refused to date for each employee. Column 4 will be the total of
11 columns 2 and 3. The Employer will update the roster at least bi-weekly. A new roster with columns
12 2, 3, and 4 set back to zero will be published by the Employer at the beginning of the first new pay
13 period following September 30th of each year.

14 Overtime will be offered to employees who are not already assigned the same hours in
15 question. Overtime will be offered in inverse order of the totals in column 4 for each employee, i.e.,
16 the employee with the lowest total in column 4 will be offered the overtime first. If two (2) or more
17 employees have the same total in column 4, then the employee in that group with the least number
18 of hours in column 2 will be offered the overtime first. When the Employer is offering the entire
19 shift as overtime, an employee willing to work the entire shift will be given preference over
20 employees willing to work only a portion of the shift, regardless of overtime equalization. If an
21 employee is asked to work an extended shift and refuses the entire shift, the employee will only be
22 credited with half (½) the hours refused.

23 If an employee is offered overtime and refuses, the hours will be added to column 3 for that
24 employee and the next employee(s) in order will be offered the overtime until the overtime is
25 accepted. Employees who are not on approved leave and who fail to respond to the overtime request
26 (via telephone, etc.) at least two (2) hours prior to the start of the overtime (providing they are given
27 at least two (2) hours notice) will be credited with refusal. In the event the list is exhausted and the
28 overtime hours are not assigned, the Employer may offer the overtime to non-Association
29 employees. In the event the overtime hours remain unassigned, the employee with the lowest total
30 in column 2 or one of the non-Association employees will be required to work the overtime at the
31 discretion of the Employer.

1 Regardless of the provisions stated above, an employee who is directed to remain at work
2 until relief can be found shall not leave, even if the employee has chosen to refuse the overtime.

3 Employees will not be credited with refusal of overtime if they are on approved leave. Also,
4 employees will not be credited with refusal of overtime if they are required to work the overtime
5 hours they may have initially refused.

6 New employees will not participate in overtime equalization until the employees have
7 successfully completed the probationary employment requirements. Then the employees will be
8 credited on the overtime equalization roster with the average of the numbers listed in columns 2 and
9 3 respectively for all employees. This will result in a total in column 4 for the new employee that
10 represents an average total.

11 If an employee is on extended leave of absence for a continuous period of fifty-seven (57)
12 calendar days or more, the employee will be credited on the overtime equalization roster with the
13 average of the numbers listed in columns 2 and 3 respectively for all employees. This will result in a
14 total in column 4 for this employee that represents an average total. If, however, the newly
15 computed total for column 4 is less than the number in column 4 that currently exists for the
16 employee, the higher number will remain.

17 18 **ARTICLE 29 - WORKER'S COMPENSATION**

19 Section 1: Each employee will be covered in accordance with the Worker's Disability
20 Compensation Act (Act) of the State of Michigan. Compensation for lost wages will be paid by the
21 County worker's compensation carrier after the carrier has determined eligibility in accordance with
22 the Act. Any lost-time injuries or illnesses which the carrier does not deem eligible for wage loss
23 replacement in accordance with the Act will be paid by the County from the involved employee's
24 accumulated medical leave. If the employee has depleted his medical leave, the employee may
25 receive payment through vacation, personal, or other accumulated leave time.

26 Section 2: In any event, employees shall not be entitled to receive duplicate payment from
27 any source or combination of sources from the Employer.

28 Section 3: Employees will immediately report any job related injury or illness to the
29 immediate Supervisor and/or Risk Management Department. An employee initiating a claim will
30 promptly complete and/or obtain any required forms to supply the Employer with necessary
31 information to meet carrier and Department of Labor requirements.

1 **ARTICLE 30 - HOURS, OVERTIME AND PREMIUM RATE**

2 **Section 1:** Work Day / Work Week: A work day will normally consist of eight (8)
3 consecutive hours of work, exclusive of any lunch break, performed within a period of twenty-four
4 (24) consecutive hours commencing at an employee's scheduled starting time. A regular pay period
5 shall consist of eighty (80) hours of work performed in a period of fourteen (14) consecutive
6 calendar days. Shift rotation or length of more than eight (8) hours may be implemented upon
7 mutual agreement between the Employer and the Association, taking seniority into consideration.
8 The Employer agrees to meet with staff to discuss alternative scheduling options in an effort to
9 alleviate staff concerns.

10 **Section 2:** Schedules: Two schedules will be posted in a common location seventy-two (72)
11 hours prior to the beginning of the next pay period. One will be an approved schedule for the next
12 pay period; the other will be a draft schedule for the subsequent pay period.

13 Employees may request changes to the draft schedule with the supervisor. Schedule change
14 opportunities created by the absence of a full-time employee due to vacation, personal leave,
15 training, etc., will remain open on the draft schedule so that full-time employees are given an
16 opportunity to request changes to fill the open shifts on regular time, not overtime. If the changes
17 are approved, then part-time employees can be scheduled to fill the open shifts created by the
18 approved changes. In approving changes, the supervisor shall consider the employees request and
19 the operational needs of the department. Approval shall not be unreasonably withheld.

20 **Section 3:** Overtime: Overtime shall be paid for all hours worked over the scheduled shift in
21 one (1) day and for all hours worked over forty (40) in one (1) week. Hours paid as approved
22 vacation, medical, or personal leave will be considered as hours worked.

23 Overtime will be paid for all hours worked on holidays as defined in this Agreement.

24 The rate for overtime shall be one and one-half (1½) times the employee's regular hourly
25 rate including all forms of premium pay.

26 In lieu of such overtime payment, an employee shall have the option of receiving time off
27 (compensatory time) at the rate of one and one-half (1½) times the number of hours worked.
28 Employees may accumulate comp time up to a maximum amount of forty (40) hours and comp time
29 accumulated may be taken off or paid as overtime subject to the approval of the department head. In
30 any event, all comp time balances shall be taken or paid as earnings during the year in which they
31 are accrued.

1 Section 4: Premium Rate: Employees regularly scheduled to work any shift beginning on or
2 after 3:00pm and ending on or before 7:00am shall be paid a premium rate of fifty cents (\$.50) per
3 hour for all hours worked between 3:00pm and 7:00am.

4 Employees receiving premium pay and required to work beyond the regularly scheduled
5 hours shall continue to receive their respective premiums.

6 Section 5: Call-Out: An employee called out and physically reporting for overtime shall be
7 guaranteed at least two (2) hours of pay at the rate of time and one-half (1½).
8

9 **ARTICLE 31 - MEDICAL LEAVE**

10 Section 1: Employees covered by this Agreement shall accumulate four (4) hours of medical
11 leave per pay period with unlimited accumulation. Employees will be paid one-half (½) of
12 accumulated medical leave, with three hundred (300) hours the maximum amount to be paid if they
13 quit or retire. Upon the death of an employee, one-half (½) of the accumulated medical leave, with
14 three hundred (300) hours the maximum amount to be paid, will be paid to the employee's
15 beneficiary. An employee while on paid medical leave will be deemed to be on continued
16 employment for the purpose of computing all benefits referred to in this Agreement.

17 Section 2: An employee desiring to be absent from work for his illness, or that of a
18 dependent child, shall notify his supervisor or designee of such desire and the reason therefore
19 before the end of the previous day, if possible; and, in any event, not more than one (1) hour after
20 the beginning of his next work day, except in cases of an emergency beyond his control and, in such
21 cases, as soon as possible. Absence may be excused by the supervisor, but the supervisor shall
22 require proof of good cause for such absence, either by a doctor's certificate or in some other
23 adequate manner, in cases of more than three (3) consecutive shifts or if a documented pattern of
24 alleged abuse is shown. Not more than forty (40) hours medical leave may be utilized per calendar
25 year for dependent child illness.

26 Section 3: Medical leave shall not be taken before being accumulated.
27

28 **ARTICLE 32 - FUNERAL LEAVE**

29 An employee shall be allowed three shifts with pay per funeral, as funeral leave days for the
30 purpose of attending said funeral and/or attending to directly related matters, not to be deducted

1 from medical leave for death in the immediate family. Immediate family to be defined as follows:
2 mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-
3 in-law, father-in-law, grandparents, grandchildren. For funeral of others, the notice requirements for
4 use of accrued vacation and personal leave may be waived by the supervisor. Employees attending
5 the funeral of an immediate family member, as defined above, in excess of 400 miles one way from
6 Marquette will be granted an additional sixteen (16) hours of funeral leave. Any employee selected
7 to be a pallbearer for a deceased employee will be allowed four (4) hours funeral leave day with
8 pay, not to be deducted from medical leave. The Association President or his representative shall be
9 allowed four (4) hours funeral leave day with pay in the event of a death of a member of the
10 Association who is a member of the bargaining unit, for the exclusive purpose of attending the
11 funeral.

12

13 **ARTICLE 33 - PERSONAL LEAVE DAYS**

14 Section 1: Employees will be granted forty (40) hours of personal leave during each
15 calendar year, not to accumulate year to year.

16 Section 2: Personal leave shall be defined as leave which may be used at an employee's
17 discretion subject to prior written approval by the employee's supervisor.

18 Section 3: A request for personal leave must be submitted to the Department Head or
19 designee twenty-four (24) hours in advance of intended use. Such approval shall not be
20 unreasonably withheld.

21 Section 4: Available personal leave will be depleted prior to commencing a leave of
22 absence.

23

24 **ARTICLE 34 - HOLIDAYS**

25 Section 1: Paid holidays are designated:

26	New Year's Day	Veteran's Day
27	Martin Luther King Day	Thanksgiving Day
28	Presidents' Day	Friday after Thanksgiving
29	Good Friday (all day)	Christmas Eve Day
30	Memorial Day	Christmas Day

1 Fourth of July New Year's Eve Day
2 Labor Day

3 Easter Sunday shall be an observed holiday only for those members scheduled to work on
4 Easter Sunday.

5 Section 2: Time and one-half (1½) shall be paid for all hours worked on a holiday, in
6 addition to the eight (8) hours of straight time holiday pay.

7 Section 3: An employee shall be eligible for holiday pay under the following conditions:
8 The employee must work his regularly scheduled shift prior to, on, and immediately following the
9 holiday. Failure to perform these shifts shall nullify the holiday with pay.

10

11 **ARTICLE 35 - VACATION**

12 Section 1: An employee will earn credits toward vacation with pay in accordance with the
13 following schedule:

14 After 1 full year of continuous service.....40 hours of vacation

15 After 2 full years of continuous service.....88 hours of vacation

16 Section 2: For each additional year of service above two (2) years, eight (8) additional hours
17 of vacation will be granted, up to one hundred sixty hours (160).

18 Section 3: Vacation time is to be credited to employees on a per pay period basis and shall
19 not be taken before being credited.

20 Section 4: In cases of severance of employment for any reason by the employee or the
21 Employer, an employee's credited vacation time must either be paid in full for the full time or
22 granted the time off, at the Employer's discretion. If an employee is laid-off he will receive any
23 unused vacation credit including that accrued in the current calendar year at the time of termination.
24 A recalled employee who received credit at the time of lay-off for the current calendar year will
25 have such credit deducted from his vacation the following year.

26 Section 5: Accumulated vacation leave will be depleted prior to commencing a leave of
27 absence.

28

1 **ARTICLE 36 - VACATION PERIOD**

2 Section 1: Vacations shall be granted during each year in accordance with Article 35. An
3 employee wishing to schedule a vacation shall request same in writing. For the purpose of this
4 Article, employees may make vacation requests during either or both of two (2) window periods
5 (summer and winter), identifying the primary and secondary preferences for vacation time off. The
6 summer window period will include the months of April through September and the winter window,
7 October through March. Employees requesting vacation during the summer window will have the
8 request approved or denied, based on Seniority, so long as the request is made by March 1st of the
9 same year. Likewise, employees requesting a vacation during the winter window will have their
10 request approved or denied, based on seniority, so long as the request is made by September 1st of
11 the same year. All other vacation requests will be granted on a first come, first served basis. In
12 approving vacations, the supervisor shall consider the employee's request and the operational needs
13 of the department. All employees will be given the opportunity for up to twenty-one (21)
14 consecutive days of time off in each period before any requests for additional vacation are
15 considered. In the event a conflict in vacation selection occurs, employees will be limited to
16 fourteen (14) consecutive days of vacation. Additionally, if operationally feasible, the Employer
17 will allow more than one full-time Dispatcher to be on vacation at the same time. An employee
18 taking twenty-one (21) consecutive days of time off in one period will be limited to fourteen (14)
19 consecutive days of time off the following period unless such request does not conflict with the
20 requests of other employees.

21 Section 2: When a holiday is observed by the Employer during a scheduled vacation, the
22 vacation may be extended eight (8) hours or the employee may be paid for that time, as mutually
23 agreed by the parties.

24 Section 3: A vacation shall not be waived by an employee and extra pay received for work
25 during that period. At no time can accrued vacation leave exceed the equivalent of two hundred
26 forty (240) hours. Vacation leave earned in excess of two hundred forty (240) hours shall be
27 forfeited.

28 Section 4: If an employee becomes ill and is under the care of a duly licensed physician
29 during his vacation, his vacation may be rescheduled at the discretion of the Employer. In the event
30 his incapacity continues through the year, he may be awarded payment in lieu of vacation, at the
31 discretion of the Employer.

1 training is unavailable from an accredited source, exceptions may be made at the discretion of the
2 Manager of Human Resources.

3 Section 4: To request career development assistance, employees make application, by
4 submitting a written request to the Human Resources Office, identifying the specific educational
5 course(s) from their Career Development Plan being requested to a maximum of eight (8) credit
6 hours per semester. The employee submits the completed career development assistance request to
7 his/her Budgetary Unit Administrator/Supervisor for departmental authorization; and the Budgetary
8 Unit Administrator/Supervisor forwards the application, with recommendation, to the Manager of
9 Human Resources for final disposition. Determination of approval or rejection of career
10 development assistance applications will be made by the Manager of Human Resources periodically
11 – on the first Wednesday of the months of April, July and December. Notice of approval or
12 rejection of application will be in writing to the employee.

13 Section 5: Upon successful completion of an approved educational course, the employee
14 requests the institution at which he is enrolled to submit a transcript of grades and a statement of
15 tuition costs to the Manager of Human Resources. Tuition costs will be reimbursed according to the
16 final grade earned: A-75%; B-50%; C-25%. No reimbursement in excess of five hundred dollars
17 (\$500.00) will be paid during any one (1) fiscal year. Reimbursement shall be for tuition
18 specifically, and no other costs are reimbursable under the Career Development Program.

19 Section 6: Should an employee's employment with the County be terminated for any reasons
20 within one (1) year of reimbursement of tuition expenses, such employee will be liable for
21 repayment of tuition reimbursement, and such amount will be deducted from the final payroll
22 check.

23 Section 7: The Employer agrees at its discretion to continue to offer selected training and
24 continuing educational courses to employees as they become available in an attempt to enhance
25 dispatch skills and services at no cost to the employee.
26

27 **ARTICLE 39 - HOSPITALIZATION MEDICAL COVERAGE**

28 Section 1: Effective April 1, 2011 through December 31, 2011, the Employer agrees to fund
29 hospitalization medical coverage for full-time employees and their family, following satisfactory
30 completion of initial probationary period. The package is to be the equivalent of Blue Cross/Blue
31 Shield Community Blue Plan 4, \$150 emergency room co-pay, the U.P. Blue rider, \$30 O.V. and

1 Chiropractic co-pays, tiered prescription drug rider (\$10.00/\$40.00/\$80.00 RXCM with
2 contraceptive coverage and RX 90), VSP 24 optical coverage and dental coverage on a 75/25 co-
3 pay basis on Class I and II benefits, 50/50 co-pay basis on Class III benefits with a maximum
4 benefit of \$1,000 for each member each contract year, 50/50 co-pay basis on Class IV benefits
5 (restricted to nineteen (19) years of age or younger) with a lifetime maximum for each member of
6 \$1,000; or substantially equivalent coverage. This coverage shall be applied to all employees
7 covered by the terms of this Agreement.

8 Annually, during the normal enrollment window, the Employer will make available to each
9 employee the option to “buy up”, on an individual basis, to a package with a lower deductible and
10 coinsurance, with the employee paying the premium differential through payroll deduction, or “sell
11 down” to a higher deductible package with the savings going into an HRA plan for the use of the
12 employee.

13 Section 2: The Employer agrees to continue hospitalization medical coverage for the
14 employee and his family during an employee’s leave of absence as a result of an injury or illness for
15 up to one (1) year.

16 Section 3: The Employer agrees to continue hospitalization medical coverage, at a level
17 substantially equal to that provided for current and future active employees, for the full-time
18 employee and his family for all employees whose most recent date-of-hire was prior to January 1,
19 2000 and who retire directly from County employment without deferred status, until they become
20 eligible for Medicare at which time they will receive supplemental coverage. The MERS
21 requirements of age and years of service apply to employees in both the defined benefit and the
22 defined contribution plans, but for eligibility for this benefit there will be a minimum twenty (20)
23 year service requirement. Actual age and years of service with the county will be used in
24 determining eligibility for the health insurance benefit, and not purchased time or credited service.
25 Members with twenty (20) or more years of service who are involuntarily laid-off will be provided
26 hospitalization medical coverage at time of drawing retirement from the County.
27 For full-time employees hired on or after January 1, 2000, and before October 1, 2004, and retiring
28 directly from the County, coverage will be provided for the employee only, with dependent
29 coverage available at employee expense.
30 For full-time employees hired after October 1, 2004, and retiring directly from the County,
31 hospitalization medical coverage will be made available at the employee’s expense. Beginning in

1 the year 2011, the employer agrees to contribute \$1,000.00 per year to a health savings account for
2 each employee in this group. Employees may also contribute on a voluntary basis.

3 Section 4: The Employer agrees to make hospitalization medical coverage available for the
4 employee and his family while the employee is laid-off, up to six (6) months.

5 Section 5: Full-time employees and elected officials covered by hospitalization medical
6 coverage from another source will be allowed to opt-out of the County plan at any time, provided
7 that documentation of such coverage is submitted to the Human Resources and Risk Manager at
8 least thirty (30) days prior to the 6th of the month in which the opt-out is to be effective. An
9 employee who loses their coverage from another source can opt back in upon (1) proof of loss of
10 said coverage and (2) 30 days notice. Otherwise, employees wishing to opt back in to the plan
11 would only be able to do so during a November enrollment window for the following year.
12 Employees exercising the opt-out option will be paid \$3,600.00 per year on a pro-rated per pay
13 period basis while not covered by the County plan. Employees covered by County health insurance
14 through another employee will be eligible for the opt-out benefit. The payment in lieu of health
15 insurance will not be considered part of an employee's final average compensation.

16 The County reserves the right to review this program periodically and discontinue it if
17 necessary.

18 **ARTICLE 40 - LIFE INSURANCE COVERAGE**

19 Section 1: The Employer agrees to pay the full premium of term life insurance for each
20 employee, face value equal to one and one-half (1½) times annual salary (reduced at age 70) while
21 employed.

22 Section 2: Upon retirement or severance, the employee will be informed of his options and
23 allowed to exercise his choice of options.

24 **ARTICLE 41 - COMPUTATION OF BENEFITS**

25 All straight time hours paid to an employee shall be considered as hours worked for the
26 purpose of computing any of the benefits under this Agreement, unless otherwise specifically
27 provided.
28
29

1 **ARTICLE 42 - RETIREMENT**

2 Employees covered under this Agreement will be enrolled into the Michigan Municipal
3 Employees' Retirement System Plan B-4 with V 10, FAC 5, and F60/10 years, F55/15 years, or
4 F50/25 years. The cost of said plan to be fully paid by the Employer with the exception of a two
5 percent (2.0%) employee payroll contribution.

6 Newly hired employees shall be enrolled in the Defined Contribution Plan offered by the
7 Municipal Employees' Retirement System of Michigan. In addition to the two percent (2.0%)
8 employee payroll contribution, the Employer agrees to make a ten percent (10%) payroll
9 contribution. Participants in the Defined Contribution Plan shall be fully vested after five (5) years
10 of service. The MERS requirements of age and years of service apply to employees in both the
11 defined benefit and defined contribution plans.
12

13 **ARTICLE 43 - UNEMPLOYMENT COMPENSATION**

14 The Employer agrees to provide through the services of the Michigan Employment Security
15 Commission unemployment insurance coverage for all employees under this Agreement.

16 **ARTICLE 44 - CONTRACTING AND SUB-CONTRACTING OF WORK**

17 During the term of this Agreement, the Employer shall not contract or sub-contract out any
18 work, in whole or in part, that is regularly or normally performed by members of the bargaining unit
19 or which would result in a lay-off of any member of the bargaining unit. The parties acknowledge
20 that under special circumstances, contracting and sub-contracting may be warranted. In such cases a
21 special conference shall be held to determine the appropriateness of said contracting or sub-
22 contracting.
23

24 **ARTICLE 45 - HOLD HARMLESS**

25 In the event the Employer, acting on the request of the Association, discharges or attempts to
26 discharge an employee at the Association's request, the Association shall indemnify the Employer
27 against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind
28 or nature that shall arise out of action taken by the Employer for the purpose of complying with the
29 provisions of this Agreement.
30

1 **ARTICLE 46 - DISTRIBUTION OF AGREEMENT**

2 The Employer agrees to make available to each employee a copy of this Agreement, and to
3 provide a copy of the same Agreement to all new employees entering the employment of the
4 Employer.

5
6 **ARTICLE 47 - REOPENER**

7 The parties acknowledge that during the negotiations which resulted in this Agreement, each
8 had the unlimited right and opportunity to make demands and proposals with respect to any subject
9 or matter not removed by law from the area of collective bargaining, and that the understandings
10 and agreements arrived at by the parties after the exercise of that right and opportunity are set forth
11 in this Agreement. Therefore, the Employer and the Association for the life of this Agreement each
12 voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to
13 bargain collectively with respect to any subject or matter not specifically referred to or covered in
14 this Agreement, even though such subject or matter may not have been within the knowledge or
15 contemplation of either or both parties at the time that they negotiated and signed this Agreement.
16 All terms and conditions of employment not covered by this Agreement shall continue to be subject
17 to the Employer's discretion and control.

18
19 **ARTICLE 48 - TERMINATION AND MODIFICATION**

20 This Agreement shall continue in full force and effect through December 31, 2011.

21 If either party desires to amend and/or terminate this Agreement, it shall, one hundred
22 twenty (120) days prior to the above termination date, give written notification of same.

23 If neither party shall give such notice, this Agreement shall continue in effect from year to
24 year thereafter, subject to notice of amendment or termination date.

25 If notice of amendment of this Agreement has been given in accordance with the above
26 paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of
27 termination.

28 Any amendments that may be agreed upon shall become and be a part of this Agreement
29 without modifying or changing any of the other terms of this Agreement.

1 Notice of termination or modification: Notice shall be in writing and shall be sufficient if
2 sent by certified mail, addressed to the Association; and if to the Employer, to the Marquette
3 County Board of Commissioners, c/o Manager of Human Resources, Marquette County Courthouse
4 Annex, Marquette, MI 49855; or to any such address as the Association or the Employer may make
5 available.

6
7 **ARTICLE 49 - SUCCESSOR CLAUSE**

8 This Agreement shall be binding upon the Employer's successors, assignees, purchasers,
9 lessees or transferees, whether each succession, assignment or transfer be effected voluntarily or by
10 the operation of law; and, in the event of the Employer's merger or consolidation with another
11 employer, this Agreement shall be binding upon the merged or consolidated Employer.

12
13 **ARTICLE 50 - DRUG & ALCOHOL**

14 The parties agree that drug use and alcohol abuse can be detrimental to a safe and productive
15 working environment, and as such, agree to abide by the provisions of the Employer's drug and
16 alcohol policy. Changes to such policy shall be submitted in writing to the Association no less than
17 fourteen (14) days prior to implementation. The Association reserves the right to grieve the
18 reasonableness of the policy or the application thereof.

19
20 **ARTICLE 51 - CAFETERIA PLAN**

21 Marquette County has agreed to provide a code Section 125 cafeteria plan including the
22 following: Premium conversion accounts (e.g. Cancer insurance); Flexible spending accounts
23 (medical/dental/prescription etc. expenses); Dependant care expense accounts (e.g. Day care);
24 funded via voluntary employee salary reductions as outlined in the summary plan description. Plan
25 years will be January 1 to December 31, with an annual enrollment window.

1

APPENDIX A - CLASSIFICATION AND RATES

2 For 2011 there shall be a one-time payment of \$500.00 per employee in lieu of a wage increase.

3

Year	Hire Rate	6 Months	1 year	2 year	3 year	4 year
2011	\$14.9448	\$15.3175	\$15.7151	\$16.5226	\$17.3922	\$18.2865

4

5 All rates are quoted as hourly wages.

6

APPENDIX B - MILEAGE

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Employees who during the course of their employment are required to use their personal vehicle for County business will be reimbursed at \$.10 less that the rate in effect for reimbursement of Federal employees for approved private vehicle use.

APPENDIX C – GRIEVANCE FORM

MARQUETTE COUNTY
STATEMENT OF GRIEVANCE

NAME _____ DATE _____

DEPARTMENT _____ FILE NUMBER _____

CLASSIFICATION TITLE _____ SENIORITY DATE _____

BARGAINING UNIT _____ ARTICLE INVOLVED _____

Specific provision of Agreement article allegedly violated _____

Statement of facts pertaining to alleged violation _____

Formal statement of grievance _____

Relief sought _____

Grievant Signature _____

Steward Signature (if desired) _____

RECORD OF PROCEDURE

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Step 1 Date of Verbal Presentation _____
Received by _____ Position _____
Presented by _____ Position _____
Employer's Disposition: Granted ___ Denied ___ Date _____
Comments _____

Employer Signature _____
Date Appealed to Next Step _____ Grievant Signature _____

Step 2 Date of Written Presentation _____
Received by _____ Position _____
Presented by _____ Position _____
Employer's Disposition: Granted ___ Denied ___ Date _____
Comments _____

Employer Signature _____
Date Appealed to Next Step _____ Steward Signature _____

Step 3 Date of Request for Step 3 Meeting _____
Requested by (Council #25 Representative) _____
Received by _____ Date _____
Date of Meeting _____ Disposition: Resolved ___ Unresolved ___
Comments _____

Employer's Signature _____
Date appealed to next Step by Council #25 _____

1

APPENDIX D - DUES CHECK OFF FORM

2

3

WISCONSIN PROFESSIONAL POLICE ASSOCIATION				
Enrollment Form/Authorization for Payroll Deduction of Dues				
Name _____				
Last	First	Middle		
Address _____				
Mailing Address	City	State	Zip	
Employer _____				
		Classification	Date of Birth	
Death Benefit Beneficiary _____				
			Relationship	
Address of Beneficiary _____				
Mailing Address	City	State	Zip	
<p style="font-size: small;">I hereby apply for and accept membership in the WPPA, and its corresponding Division, if applicable. I agree to abide by the Constitution and Bylaws of the Association. I understand that this membership shall continue pursuant to the WPPA's Bylaws or until such time as I terminate my membership upon written notice to the WPPA. I hereby authorize the payroll officer of my Employer to deduct from my salary dues and/or other assessments authorized and to remit same to WPPA. Deductions shall be made in equal installments beginning with the first salary check issued after the date of this authorization. Any balance due from established annual dues will be deducted upon termination of employment from the final payroll check. Such authorization is valid for future years as long as I am employed by the Employer unless I countermand same in writing to WPPA prior to January 15 of any year.</p>				
Date _____		Signed _____		
WHITE COPY - WPPA OFFICE YELLOW COPY - EMPLOYEE PINK COPY - EMPLOYER				

4

Note: The above form should not be used in place of the one provided by WPPA.

APPENDIX E - LONGEVITY

1
2 Employees shall be entitled to longevity payments for the following amounts as determined
3 by their seniority dates as of December 1 of such year. Such payments shall be made on the first pay
4 period in December of each year.

5	5 years - 9 years of seniority	\$75.00
6	10 years - 14 years of seniority	\$250.00
7	15 years - 19 years of seniority	\$400.00
8	20 or more years of seniority	\$500.00

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Name

Name

Date

Date

Name

Name

Date

Date

Name

Name

Date

Date