

**AGREEMENT**  
**BETWEEN**  
**MENOMINEE COUNTY**

**AND**

**AFSCME, Council #25**  
**E-911**

**Effective: October 1, 2007 to September 30, 2010**

Letter of Understanding

The County of Menominee and the Menominee County Central Dispatch E911 AFSCME Council #25 employees agree to make adjustments to the current contract through this Letter of Understanding in order to allow the employees to work ten (10) hour shifts combined with the eight (8) hour shifts to maintain 24 hour coverage in 9-1-1.

The adjustments made to the contract to be used as a working copy are in bold font and underlined. If there are any other adjustments that were missed both parties agree to meet and discuss them.

Brian Neumeier  
Brian Neumeier, County Administrator

3-20-09  
Date

Debra Wormwood  
Debra Wormwood, 9-1-1 Director

03-20-09  
Date

Michael Raygo  
Michael Raygo, Union Steward

3/29/09  
Date

Kim Petersen  
Kim Petersen, Union Steward

4/1/09  
Date

RECEIVED  
4/8/2009 H.  
Menominee County Administrator

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## AGREEMENT

This Agreement, entered into this \_\_\_\_\_ day of May, 2008 and effective the 1<sup>st</sup> day of October, 2007 by and between the Menominee County Board of Commissioners, Menominee County (hereinafter referred to as the "Employer") and the 911 Chapter of Local #2075 affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees Union, AFL-CIO (hereinafter referred to as the "Union").

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employee and the general public.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Employee encourage to the fullest degree friendly and cooperative relations between the respective parties.

### ARTICLE 1 MANAGEMENT RIGHTS

Section 1. The Employer, except as this Contract provides, shall have the right to:

- A. Hire and fire.
- B. Determine the size and composition of the work force.
- C. Allocate work assignments.
- D. Determine work sites.
- E. Determine the level and type of service to be offered.
- F. Establish and change work schedules and assignments.
- G. Transfer, promote and demote employees.
- H. Make and enforce reasonable work rules.
- I. Schedule and assign overtime based on Employer needs and employee qualifications.

Section 2. Employer's Rights. All rights, functions, powers and authority which the Employer has not expressly and specifically abridged, amended or delegated or modified by this Agreement are recognized by the Union as being retained and reserved by the Employer. Neither the constitutional nor statutory rights, duties and obligations of the Employer shall, in any way whatsoever, be abridged.

### ARTICLE 2 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time telecommunicators and telecommunicator specialists, excluding all other employees.

**ARTICLE 3  
AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE 4  
UNION SECURITY - AGENCY SHOP**

Section 1. Dues and Fees. As a condition of continued employment, all employees in the bargaining unit covered by this Agreement, shall become and remain members of the Union or pay a service fee not later than thirty (30) days following the effective date of this Agreement. All employees hired, reinstated, or transferred into the bargaining unit after the effective date of this agreement shall become and remain members of the Union or pay service fees commencing 30 days following the effective date of their employment.

- A. The amount of the Union dues and initiation fee or the service fees will be in accordance with the applicable provisions of State and Federal laws.
- B. Employees shall be deemed to be in compliance with this Section if they are not more than sixty (60) days in arrears in payment of the Union dues and initiation fee or the service fees.

Section 2. Noncompliance.

- A. The Union shall notify an employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall further advise the Employee that a request for discharge will be filed with the Board of Commissioners in the event compliance is not affected, with a copy of said letter to the Employer.
- B. If the employee fails to comply, the Chapter Chairperson of the Union may file and must sign charges in writing, with the Employer, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
- C. The Employer, only upon receipt of said charges and request for termination, shall conduct an investigation of said charges. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
- D. Failure of an employee of the unit to pay a monthly service fee toward the administration of this Agreement shall be recognized as reasonable and just cause for discharge by the Employer, but an employee will not be discharged until after a written decision of the investigation is rendered and adopted by the Board of Commissioners.
- E. The discharge of an employee for failure to pay Union dues or service fees shall not be subject to the grievance procedure.

Section 3. Membership Non-compulsory. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally in the cost of administering and negotiating this Agreement.

Section 4. Deductions. The Employer agrees to deduct from the wages of those employees who sign an authorization for payroll deduction (the contents of which comply with State and Federal law) a sum certified by the Secretary/Treasurer of the Union, which is the monthly Union dues, initiation fee or the service fees. These dues and/or fees will be deducted from the first payroll of the month following receipt of a completed check off authorization and each month thereafter. Initiation fees, when applicable, may be deducted over the first three (3) months.

Section 5. Deduction Forms. The payroll deduction forms will be distributed to new employees by the Union.

Section 6. Incomplete Forms. All check-off authorization forms shall be filed with the Employer, or Employer's designee, who may return any incomplete or incorrectly completed form to the local Union chairperson, and no check-off shall be made until such deficiency is corrected.

Section 7. Deduction Limits. The Employer shall only check-off obligations which come due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation. When an employee is on non-pay status during a part of a pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of the check-off authorization form, together with the provisions of the Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessment, service fees or any other deductions not in accordance with this provision. The Employer is not responsible for refund to the employee if she has duplicated a check-off deduction by direct payment to the Union.

Section 8. Remittance. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer that the remittance is incorrect prior to the Employer's remittance of the next month's payment.

## **ARTICLE 5 EMPLOYER SECURITY**

Section 1. No Strike Pledge. The Union, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down, or similar action which would interfere with the operation of the County. The union further recognizes that a strike by the employees would be illegal pursuant to Michigan law, being MCL 423.202.

Section 2. Discipline and Discharge. The Employer shall have the right to discipline and discharge any employee participating in such work interferences, and the Union agrees not to oppose such action.

Section 3. No Lockout. The Employer will not lockout any employees during the term of this Agreement.

## **ARTICLE 6 UNION REPRESENTATION**

Section 1. Special Conferences. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the E-911 Department, upon the written request of either party. The written request shall be made in advance and shall include an agenda. Discussion shall be limited to matters set forth in the request. Special conferences shall not be used instead of the Grievance Procedure to deal with grievances. The time for such conferences will be arranged by mutual agreement between the parties. The Union representatives may meet on the Employer's property for up to one-half (½) hour immediately prior to said conference. Each party shall be represented at the special conference by not less than two (2), nor more than three (3) persons, unless otherwise agreed. Special conferences shall be held within ten (10) calendar days of request unless otherwise agreed. This meeting may be attended by a representative of the Council and/or a representative of the International Union. The Employer will submit to the Union a written position statement on the matter(s) taken up in special conference within ten (10) calendar days after the conclusion of the conference.



Section 2. Representative Visits . The Union's business agent, or other accredited representative of the Union shall be permitted to visit the County during working hours, provided such person notifies the person in charge upon his arrival. In no case shall such a representative interfere with the operations of the County during such a visit.

Section 3. Stewards . The names of the Chapter Chairperson and stewards shall be furnished to the Employer after the selection or when any changes occur in the Chapter Chairperson or stewards designation, but in any event, shall be provided no less than once annually.

Section 4. Union Business . The Chapter Chairperson and steward(s) shall normally conduct Union business on their own time. However, the Chapter Chairperson or steward(s) may be allowed a reasonable amount of release time to investigate grievances (such release time to not be unreasonably withheld), after prior permission from the supervisor, without loss of pay. A reasonable amount of time shall be construed to be not more than one-half (½) hour. After receiving permission from their supervisor, the Chapter Chairperson or Union steward(s) may be released from work to present grievances to the Employer during their normally scheduled working hours, without loss of pay.

Section 5. Union Bargaining Committee .

- A. Employees covered by this Agreement shall be represented in contract negotiations by negotiating committee of up to two (2) non-probationary, employees and one (1) alternate employee from the bargaining unit and Union business agent(s). Upon the bargaining committee members selection, the Employer shall be notified in writing of the names of the members of the collective bargaining committee. The Employer shall be promptly notified in writing of any changes in the collective bargaining committee as they occur during the negotiating process.
- B. The bargaining committee's sole function shall be to meet with Employer representatives for the purpose of negotiations. It is understood that the Union and the Employer may bring additional personnel to the negotiating session to address certain areas of concern and/or expertise during the collective bargaining process. The designated bargaining committee members will receive release time from their regular scheduled work hours for negotiating sessions if negotiating sessions are scheduled during the member's regular scheduled working hours. Members of the bargaining committee shall be paid for all time spent in negotiations during their regularly scheduled working hours. The above will be restricted, for pay purposes only, to a maximum of two (2) employees.

Section 6. Union Bulletin Board . The employer will provide reasonable space on a bulletin board which may be used by the Union for posting notices of the following types:

- A. Notices of Union recreational and social events.
- B. Notices of Union elections.
- C. Notices of results of Union elections.
- D. Notices of Union meetings.

## ARTICLE 7 DEFINITION OF EMPLOYEES

Definitions . The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Article 1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Regular Full-Time Employees : Employees regularly scheduled on a permanent basis to work eighty (80) hours per two (2) week pay period shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees : Employees who are regularly scheduled to work less than eighty (80) hours per two (2) week pay period shall be classified as regular, part-time employees.
- C. Irregular Employees: An irregular employee is an employee who is working on any other basis, including seasonal, temporary, irregular part-time employees, or employees working eight (8) or less hours per week on a regular schedule.

The Employer reserves the right to hire irregular employees and these employees will not be covered by the terms of this Agreement; however, they shall not be used in such a manner as to replace or displace bargaining unit employees.

Unless a temporary or seasonal employee is filling in for the absence of a bargained unit employee, the Employer shall not be allowed to retain such temporary employee for a period longer than one hundred eighty (180) calendar days or such employee shall have attained seniority unless the one hundred eighty (180) calendar day period is extended by mutual agreement of the Employer and the Union.

Temporary employees may be retained longer than one hundred eighty (180) calendar days and shall attain seniority in cases in which the temporary employee is filling in for a regular bargaining unit employee on an approved leave of absence.

## ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. Grievance. A grievance is defined as an alleged violation of a specific article and section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such differences, but the grievance shall be submitted to the following grievance procedure. For the purpose of this article, working days are defined as Monday through Friday excluding holidays.

Section 2. Procedure. Within ten (10) working days after the time a grievance arises, or the employee is aware, or reasonably should have been aware of an alleged violation, an employee who believes he has a grievance shall attempt to discuss the matter with the E-911 Director personally, and may be accompanied by a Union Steward. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this matter, the following formal grievance procedure shall apply:

- Step One : Within five (5) working days after meeting with the E-911 Director, an aggrieved employee will reduce her grievance to writing, and present the grievance to the E-911 Director for her written answer. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee(s) and

of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed and dated by the aggrieved employee(s) or the aggrieved employee(s) and Union. The E-911 Director shall give the aggrieved employee(s) an answer in writing, including the Employer's rationale for the answer, no later than five (5) working days after receipt of the written grievance.

Step Two : If the grievance is not resolved in Step One, the Union may, within five (5) working days after the answer in Step One, appeal the grievance to the County Administrator or his designee with a copy to the E-911 Director. The appeal shall be in writing and shall be signed by the Union. At the request of either party a meeting shall be held to discuss and attempt to resolve the grievance. The County Administrator or his designee shall give his written answer to the appeal within five (5) working days after receipt of the Union appeal. The original copy of the answer shall be mailed to the Union Business Agent, and copies given to the aggrieved employee and the Chapter Chairperson.

Step Three : If the grievance is not resolved in Step Two, either party may, within ten (10) working days after the answer in Step Two, request that the grievance be presented to the Board of Commissioners. The request shall be in writing and shall be signed by the requesting party with a copy to the other party. In the event either party requests such a meeting, The Board of Commissioners, or its designated representative(s) shall, no later than thirty (30) calendar days after receipt of the appeal, investigate the grievance, and give the aggrieved employee and the Union business agent the opportunity to be heard. The Board of Commissioners shall be provided a copy of the prior grievance chain, and any materials may be submitted by the Union, through the County Administrator's office in advance of the meeting. The Board of Commissioners, through its designated representative, shall render a decision, in writing, within five (5) working days after holding a hearing on appeal.

Step Four:     Arbitration .

In the event that a satisfactory adjustment cannot be reached between the parties to this Agreement, the matter in dispute may be submitted to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its voluntary rules and regulations. The expense of the arbitrator shall be equally divided between the Union and the County. All other expenses shall be borne by the parties incurring them. The decision of the arbitrator shall be in writing and shall be final and binding, but the arbitrator shall not have power to add/subtract from, or modify any of the terms of this Agreement. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or Retirement System in administering their plans; or to issue a ruling modifying any matter covered by a State or Federal Statute. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Nothing contained in this step shall be construed to limit the right of the parties to meet and select the arbitrator by mutual agreement.

At any point during the grievance procedure, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance. The mediator will not have the authority to impose a resolution unless both parties inform him in advance that they will accept his opinion as binding.

In the event either party fails to comply with the time limits established herein the grievance shall be deemed settled based on the other parties' last demand/answer.

Section 3. Expedited Grievances. Any grievance involving a discharge, suspension, or a dispute as to seniority in the case of layoffs, shall be filed directly at the Step Three level, and must be filed within three (3) working days of such discharge, suspension, or layoff.

Section 4. Payment of Back Pay Claims. The Employer shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed. In any event, the Employer shall not be required to pay in excess of six (6) months of back wages from the date the demand for arbitration is filed, unless

- (1) the parties have mutually agreed to extend the time limits within the grievance procedure in writing.
- (2) When the Employer rejects a possible hearing date that is more than thirty (30) days after the selection of the Arbitrator, but within six (6) months; or
- (3) When the selected Arbitrator is not available.

In the case of such an extension, back wages may be awarded for up to six (6) months plus the time period to provide for the extension.

Section 5. Back Pay Amount. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation and unemployment benefits that the employee may have received from any source during the period of the back pay. However, compensation earned for hours the employee would have been scheduled to work with the E-911 Department shall be offset.

Section 6. Retroactive Wage Adjustment. No decision in any one case shall require a retroactive wage adjustment of the back pay in any other case.

Section 7. Other Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as for a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, *et seq.*, or any Federal law pertaining thereto, and/or Civil Rights matters pursuant to Act 452 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union employee shall not process the complaint through any grievance provided for in this contract.

If an employee elects to use the grievance procedure for under this contract and subsequently elects to utilize any administrative or statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## **ARTICLE 9 DISCIPLINARY PROCEDURE**

Section 1. Discipline. Discipline, as used in this Agreement, shall mean any action from a written reprimand to any action which results in loss of pay and/or discharge. No non-probationary employee shall be reprimanded, suspended or discharged without just cause and subject to the grievance procedure. The Employer shall follow the theory of progressive discipline, and disciplinary action shall be taken in private.

Section 2. Notice of Discipline or Discharge. The Employer agrees, promptly upon disciplining or discharging an employee, to notify, in writing, the employee and the Union steward of the discipline or discharge. The written notice shall contain the reasons for the discipline or discharge.

Section 3. Meeting. At any meeting between a representative of the Employer and/or E-911 Director and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, the employee shall be notified of their right to Union representation. In the event said employee refuses Union representation at this time, such refusal shall be in written form and signed by the employee, a copy of which shall be provided to the Union.

A discharged or suspended employee will be allowed to discuss her discharge or suspension with her union representative, and the Employer will make available a meeting room where the employee may do so before the employee is required to leave the property of the employer, such representation is available at site. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the union representative.

Section 4. Investigations. Discipline will not be initiated until an investigation has taken place and the employee to be disciplined has had a chance to respond. The report of the investigation will be made available to the Union and the Employer.

Section 5. Counseling. Verbal and/or written counseling reports are not considered to be disciplinary actions and are therefore not subject to the grievance procedure. Such counseling reports shall not be used as a basis for future disciplinary actions, except to verify that the employee has been made aware of the Employer's concern in the areas covered.

Section 6. Use of the Past Record. In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously.

## **ARTICLE 10 SENIORITY**

Section 1. Definition of Seniority. Seniority shall be defined for the purpose of this Agreement as the net credit service of the employee. Net credit shall mean continuous employment with the County beginning with the date and hour on which the employee began work after last being hired, less a deduction for any time on an unpaid leave of absence or for unauthorized absences. Seniority will continue during paid leaves and Armed Forces Service. Part-time employees shall have their seniority prorated based on the employees hours worked including paid leaves, holidays, and all hours spent in mandatory training.

Section 2. Probationary Period. Employees who are hired into a regular full-time or regular part-time position with the Employer shall be considered probationary employees for a period of six (6) months. The probationary period may be extended an additional sixty (60) days by the Employer. Probationary employees may be disciplined or terminated by the County, at the County's pleasure, if determined by the County, in its sole discretion, to be in the County's best interest and further, the Union shall not represent such employees with respect to such termination. The Union shall have the right to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in Recognition section of this Agreement, except discharged and disciplined employees for other than Union activities. The Employer shall arrange up to a 30 minute period between the Union and the new employee as part of a general orientation for the purpose of welcoming the employee, furnishing him/her with a copy of the Agreement and Authorization Card and any other pertinent information.

### Section 3. Seniority Lists.

- A. The seniority list will show the names, classifications and seniority dates of all employees in the unit entitled to seniority.
- B. The Employer shall post an up to date seniority list quarterly and shall provide the Chapter Chairperson with a copy. Any objections by employees as to their placement on such seniority lists shall be made in writing to the County Administrator within thirty (30) calendar days from the date of the seniority list posting. If no such objections are raised, the posted seniority list shall be deemed as accurate and binding by all parties and any objections thereto shall be waived.
- C. In the event one or more new employees share the same seniority date, a lottery shall be held to determine seniority.

Current employees seniority will be as reflected in Appendix A as the date of ratification.

Section 4. Loss of Seniority/Employment. An employee shall lose her seniority for any of the following reasons:

- A. He quits or retires.
- B. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He is absent for three (3) consecutive working days without notifying the Employer. After such an absence, the Employer will send a written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. In unusual circumstances exceptions will be made if acceptable to the Employer and the Union.
- D. If he does not return from work when recalled from layoff, as set forth in the recall procedure. In unusual circumstances exceptions will be made if acceptable to the Employer and the Union.
- E. If he does not return to work immediately upon the expiration of his sick leave or leave of absence. In unusual circumstances exceptions will be made if acceptable to the Employer and the Union.
- F. When he is laid off for a period greater than his seniority, or twenty-four (24) consecutive calendar months, whichever is less.
- G. If, while on unpaid health leave of absence, sick leave or while receiving workers' compensation benefits from the Employer, he accepts another job, applies for and receives unemployment benefits, or goes into business for himself/herself.
- H. If an employee falsifies written information on his original employment application if detected within two (2) years of the application or if the false information concerns the employee's certifications, education degrees, or criminal record.
- I. Use of confidential material received while dispatching emergency services, in a manner contrary to law.

Section 5. Transfers. If an employee is transferred to a non-bargaining unit position, but continues to be employed by the employer, and is thereafter transferred back to a bargaining unit position within six (6) calendar months, they shall accumulate seniority while working in such non-bargaining unit position with the Employer, and shall retain all rights accrued for the purposes of any benefits provided by this Agreement. Employees who are not re-transferred to bargaining unit positions within such six (6) calendar months, will, for the purposes of the Agreement, be considered to have lost their seniority and shall be entitled to no further benefits. Upon rehire into a bargaining unit position they shall be treated as new employees. Exceptions may be made in appropriate circumstances upon mutual agreement, in writing, between the Employer and the Union.

## **ARTICLE 11 JOB POSTING**

**Section 1. Posting.** When there is a vacancy in a bargaining unit position that the Employer intends to fill, or when a new classification is created within the bargaining unit, the Employer will post notice of the vacancy for seven (7) calendar days. The posting shall indicate the classification of work, whether it is full-time or part-time, and the pay rate. Any employee who wishes to be considered for a permanent transfer to such job shall sign the posting. The Employer may consider all applicants for the position, including bargaining unit applicants and outside applicants.

**Section 2. Job Advancement.** Promotions, shall be made by the Employer, first from any qualified bargaining unit employees as determined by the Employer. Changes in status (part-time to full-time or full-time to part-time) shall be made based on bargaining unit seniority.

**Section 3. Selection.** In selecting employees for promotion or in filling vacancies, the Employer shall consider the applicant's experience and qualifications, including skill, ability and work record, as determined by the Employer. The employee receiving the highest rating shall receive the position. If the experience and qualifications are equal, the qualified bargaining unit applicant with the greatest seniority shall be awarded the job. In the event the Employer determines that there are no qualified bargaining unit employees in the department, the position will be filled as provided in subsection 1 above.

**Section 4. Trial Period.** The Employee assigned will be given a minimum of six (6) months to demonstrate their qualifications and ability to fill such positions. The Employer shall have the right to return the employee to his original classification at any time during the minimum six (6) month period, if the Employer has sustainable grounds to believe the employee cannot perform the work. After a six (6) month period without removal, the employee will be deemed capable of doing the work and will no longer be subject to removal except for just cause. If the employee is returned to his original classification, there shall be no loss of seniority in the original classification. During the trial period the employee may also return to his former classification at the employee's discretion.

**Section 5. Award.** Within thirty (30) working days after the posting has elapsed, all applicants will be notified whether they were awarded or denied the job. A denial to such of the most senior applicant may be subject to the Grievance Procedure when the position is granted to a non-bargaining unit applicant.

## **ARTICLE 12 LAYOFF AND RECALL**

**Section 1. Definition.** The word "layoff" means a reduction in the working force.

**Section 2. Layoff.** If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees within the classification will be laid off first. There shall be no increase in the number of irregular employees in the classification in which there is a laid off employee. Regular employees with seniority within the affected classification will then be laid off in reverse order of seniority.

**Section 3. Notice.** Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of such layoff. The Chapter Chairperson shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.

#### Section 4. Recall Procedure .

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority as defined in Section 2 above, provided they have the ability to perform the work.
- B. Notice of recall shall be sent to the employees at their last known addresses by certified mail with return receipt requested. If an employee fails to report for work within seven (7) working days from the receipt of notice of recall or by the date the recall notice is returned to the County as undeliverable, he shall be considered to have voluntarily terminated his employment. It shall be the employee's responsibility to keep the Employer informed of his current address.

Section 5. Benefits . Employees who are laid off shall be entitled to the current Blue Cross Blue Shield coverage, or its equivalent extended pursuant to this Agreement, for a period of three (3) months, at which time employees on lay off status may continue their health insurance to the extent permitted by Federal law at the employee's expense.

Section 6. Vacation Use . In the event of layoff, an employee may use accumulated vacation leave prior to receipt of unemployment compensation, provided said employee is entitled to the same.

Section 7. Bumping . Upon being laid off from his classification, a regular full-time or regular part-time employee may bump lower seniority employees, or irregular employees within the E-911 Department under the following conditions:

- A. The bumping employee cannot move into a position of a higher wage classification.
- B. A bumping part-time employee may not bump a full-time employee, except that a former full-time employee, who is working part-time hours through a partial layoff under this article, may bump a full-time employee.
- C. The bumping employee must have more Bargaining Unit seniority than the employee in the position who is being bumped.
- D. The bumping shall not apply in cases of temporary layoff, which do not exceed ten (10) working days.

An employee wishing to exercise his bumping rights must inform the E-911 Director or his designee, of his decision to bump. Such notice shall be in writing within five (5) calendar days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which he has bumped.

The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least four (4) calendar days notification of his layoff due to being bumped.



Section 8. Layoff Alternatives.

- A. Voluntary Layoffs. When faced with a layoff, the Employer may solicit by seniority, voluntary layoffs from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of solicitations the length of such layoffs.
- B. If the employee shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above.

**ARTICLE 13  
PAID LEAVES**

Section 1. Sick Leave.

A. Sick Leave Accumulation. Full-time employees covered by this Agreement shall accumulate **eight (8) hours** of sick leave for each month of his continuous employment for the employee's personal illness or injury incurred off the job, except no more than **960 hours** of paid sick leave shall be accumulated at any time. Regular part-time employees shall accumulate four (4) hours per month except no more than **960 hours** of paid sick leave shall be accumulated at any time. Additionally, such employees shall receive one (1) hour for every twenty (20) hours worked over eighty (80) per month.

B. Payment Upon Separation. Employees shall receive one-half (½) of all unused accrued sick leave earned up to a maximum of **360 hours** of sick leave in the case of the following separations from employment:

- 1) Upon the retirement or resignation of a bargaining unit member, provided they provide two (2) or more weeks prior written notice of their retirement or resignation to the Employer;
- 2) Upon a bargaining unit member's death, payment shall be made to the employee's beneficiaries.

All sick leave credits shall be canceled and shall not be reinstated or paid for in the case of the following separations from employment:

- 1) Upon an employee's discharge;
- 2) Upon the resignation of a bargaining unit employee with less than two (2) weeks prior written notice to the Employer.

C. Sick Leave Use. Sick leave days may be utilized for the following:

- 1) An employee's own personal illness or injury.

Up to fifteen (15) leave days per year may be used to care for an employee's sick parent, spouse, child or dependant. Additional paid days may be utilized for absences which would qualify under the Family and Medical Leave Act.

- D. Notification. An employee utilizing sick leave shall inform his immediate supervisor or the management employee of the fact and the reason therefore by calling in no less than one (1) hour before his scheduled work day begins. Failure to provide such notification will disqualify the employee from use of sick leave and may result in disciplinary action. Except in cases where there are extenuating circumstances.
- E. Return Date. If the employee is aware of the anticipated duration of her leave and, in any event, in cases in which the leave shall exceed three (3) working days, the employee shall advise his immediate supervisor of his anticipated date of return.
- F. Illnesses at Work. Employees who report to work and thereafter become ill shall be paid for those hours worked, plus may, if requested, be paid for sick leave at their regular straight time rate for the remainder of their regularly scheduled shift.
- G. Illnesses While on Vacation. Employee shall be allowed to use sick leave, if he becomes ill while on vacation and provided that said illness exceeds three (3) days and is verified by a medical doctor.
- H. Verification. The E-911 Director may verify the nature and extent of an illness or injury for which sick leave is used. A doctor's certificate may be required for an illness or injury extending over a five (5) day period.
- I. Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:
- 1) For days of absence other than regularly scheduled work days of the employee.
  - 2) For periods where an employee is laid off or during an approved unpaid leave of absence.
  - 3) During any period when the Department is temporarily shut down due to strikes, acts of God, or any other unforeseen circumstances. This shall not apply to a person already on sick leave, or who has scheduled surgery prior to the shutdown.
- 4) Prior to an employee being credited with sick leave.
- J. Weather, Etc. Sick leave may not be used to cover absences due to weather conditions, transportation problems, or any other reasons except those specifically permitted in this Article.

Section 2. Funeral Leave. Funeral leave will be granted in the event of a death in the immediate family, as follows: three (3) days funeral leave will be granted in the case of the death of the spouse, mother, father, child, step-child, step-father, step-mother, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, and grandchild of the employee. One (1) day funeral leave will be granted in case of death of grandmother or grandfather of the employee.

However, an additional four (4) days funeral leave are available to employee, provided the additional days are transferred from the employee's accumulated sick leave.

Funeral leave will not extend more than three (3) consecutive working days; provisions for taking such funeral leave must be approved by the E-911 Director and such approval shall not be unreasonably withheld.

Section 3. Personal Days. Regular full-time employees will be allowed **32 hours of personal time** per year (not to be deducted from sick leave), and will be scheduled with the approval of the E-911 Director. Such approval shall not be unreasonably withheld. Personal days must be used in the calendar year they are earned or will be lost. However, if requested time is refused, the employee may carry over such time. In the event an employee's request to use personal leave is denied in November or December of a calendar year, it will be allowed to carry-over until February 28 of the following year. If it is not used by February 28 of the following year, the benefit will be lost.

Section 4. Military Reserve Training Leaves. Upon presentation of official orders requiring training, a full-time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full-time employee of compensation that would have been received had the regular full-time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee.)

Section 5. Duty Incurred Disability Leaves.

- A. Employee, while performing within the scope of his employment, as provided by the Michigan Worker's Compensation Act, shall receive compensation as provided in said Act.
- B. Any employee involved in a work related accident or injury must report that accident or injury to his supervisor and the County Clerk as soon as possible after the mishap and fill out the proper reporting forms. Failure to properly report an injury may disqualify the employee for benefits under Worker's Compensation Insurance.
- C. Regular employees covered under this manual who have been employed for one(1) year or more sustaining all occupational injury for which compensation is paid by the Worker's Compensation Insurance carrier may use accumulated sick or vacation leave pay to equal the difference between the compensation benefits and his regular bi-weekly salary less normal tax withholdings. An employee receiving Worker's Compensation payments shall not earn vacation and sick leave credits while on Worker's Compensation nor shall they be eligible to receive holiday pay. In the event a regular employee is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the Employer will continue, for eligible employees for a maximum of six (6) months from the date of the injury, to pay the premiums on health insurance, where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Worker's Compensation.

**ARTICLE 14**  
**LEAVES OF ABSENCE WITHOUT PAY AND WITHOUT BENEFITS**

Section 1. Administrative Leaves. At his request, a regular employee shall be granted an administrative leave of absence without pay with the approval of the County Administrator and the Board of Commissioners and under the following conditions:

- A. The employee will indicate the duration of such leave in his initial request.
- B. The requested leave is for additional training to better qualify him in work assignments, or the leave is needed because of reasons sufficient in the opinion of the County Administrator and Board of Commissioners to warrant such leave of absence.

- C. Extensions of administrative leaves may be granted provided a written request is made, where possible, at least seven (7) days prior to the expiration of the leave.
- D. All paid vacation and personal leave accumulations must be used prior to approval of an administrative leave.

Section 2. Health Leave . A leave of absence without pay due to sickness and injury which prevents the employee from discharging his normal duties, may be granted on the following basis:

- A. A regular employee shall be granted a leave of absence upon the approval of the County Administrator and the Board of Commissioners for the period of disability, but not to exceed twelve (12) weeks, provided the employee's request is supported by a physician's statement verifying the need for a leave, the diagnosis and expected duration of the leave. Upon the employee's request, the E-911 Director and the Board of Commissioners may grant extension periods for such health leave if, when requested, the need for such extensions are medically verified and the County Administrator and Board of Commissioners both feel such extension is justified. However, health leaves shall not be extended to exceed one (1) year, nor shall an employee's health leave exceed twelve (12) months in any twenty-four (24) month period. The Employer may request the employee to provide the County with a physician's statement attesting to an employee's continued inability to work on a reasonable basis. Upon the employee's return to work from such leave, the employee shall furnish the County a physician's statement as to his fitness for work.
- B. The employee must utilize his sick leave before requesting an unpaid leave of absence for illness or injury.
- C. The Employer may request an employee to submit to a physical examination with a physician designated by the County in the event the employer questions the necessity for a health or injury leave. All expenses not covered by the employee's health insurance shall be paid by the Employer.

Section 3. Reinstatement . When a leave of absence without pay under this Article is granted for a specific time period and is not extended beyond such period, the individual shall be entitled, at the termination of such leave, to reinstatement to his former position, or such position his seniority would allow.

Section 4. Benefits . All leaves of absence under this Article will be without pay and fringe benefits, including, but not limited to, employer paid insurances, except that the County will continue Employer paid health insurance for the duration of a duly approved health leave of absence, up to a maximum of twelve (12) weeks. No benefits or seniority shall accrue during such leaves. To the extent required by federal law, the County will also continue to provide group health coverage for leaves other than Employer approved health leaves which are covered by the Federal Family and Medical Leave Act of 1993 (PL 103-3), as amended. Employees may also continue health insurance coverage's under the County group policies at the employee's expense to the extent required by Federal law.

Section 5. Failure to Return . In the event that any employee fails to return from an unpaid leave after the end of the approved leave period, the employee will be considered to have voluntarily resigned from County service.

Section 6. Union Business Leave . Members of the bargaining unit shall be allowed up to seven (7) days per year (total for the bargaining unit) to attend such functions as educational conferences and conventions. The Union shall give the E-911 Director no less than fourteen (14) days of notice of leave.

Section 7. Family Medical Leave Act . The parties agree that each has the right to exercise all rights under the Family Medical Leave Act.

## ARTICLE 15 HOLIDAYS

Section 1. Holidays Recognized. The following holidays are recognized by the Employer:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day

Thanksgiving  
The Friday after Thanksgiving  
Christmas Eve  
Christmas  
New Year's Eve

Section 2. Dates Observed. Said holidays will be celebrated on the nationally designated date. The term "holiday" when used herein shall mean **the shift scheduled to start on that day regardless when the shift ends.**

Section 3. Holiday Pay. Regular full-time employees who are eligible for holiday pay shall be paid eight (8) hours for the holiday at their current straight time rate of pay. Regular part-time employees who are eligible for holiday pay shall be paid four (4) hours for the holiday at their current straight time rate of pay. Those Regular Part-Time employees who are eligible for holiday pay, and work the holiday, shall be paid 8 hours for the holiday at their current straight time rate of pay.

Section 4. Pay for Worked Holidays. All regular full-time employees working any of the designated holidays shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked on such holiday, plus the holiday pay provided in Section 3 above. All regular part-time employees working any of the designated holidays shall be paid at the rate of time and one-half (1-1/2) the regular rate of pay for all hours worked on such holiday.

Section 5. Eligibility. To be eligible for the above-mentioned holidays, employees shall work their scheduled day before and scheduled day after such holidays, and, if scheduled, the holiday or be on an approved leave. Employees on layoff or unpaid leave and probationary employees will not be eligible for holiday pay.

Section 6. Probationary Employees. Probationary employees will not be eligible for holiday pay. However, upon successful completion of the probationary period, the Employer shall pay employees for any recognized holidays that were observed during their probationary period.

## ARTICLE 16 VACATIONS

Section 1. Vacation Eligibility. Vacation leave with pay will be granted to all permanent regular employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of County employment.

Section 2. Vacation Benefit. Vacations with pay will be granted on the following schedule:

		<u>Regular full-time</u>	<u>Regular part-time</u>
1st Anniversary Date	--	48 hours	24 hours
2nd Anniversary Date	--	96 hours	48 hours
3rd Anniversary Date	--	8 hours for each year of service up to a maximum of 160 hours.	8 hours for each year of service up to a maximum of 80 hours.

\* In addition to those hours and caps provided above, regular part-time employees not in training for their position shall receive 8 (eight) hours vacation for every 175 hours worked over 1,040 within the year.

When a regular part-time employee becomes a full-time employee, vacation benefits will accrue at the full-time employee vacation rate commencing after the first full month, and will be credited thereafter on the employee's anniversary date.

Section 3. Payment. Vacation pay shall be paid at the employee's regular straight time rate exclusive of any premiums.

Section 4. Accumulations. Unused vacation during an anniversary year may be carried to the succeeding year, not to exceed a maximum of two hundred forty (240) hours of accumulation. Any unused days in excess of that amount shall be lost if not taken.

Section 5. Vacation Use. Vacations may be taken in two (2) hour increments with the prior approval of the Employer and the Employer shall be the sole arbiter of the personnel needs of the department. Such approval shall not be unreasonably denied.

Section 6. Vacation Scheduling. All vacation time off must be scheduled with the E-911 Director as far in advance as possible. In all cases of five (5) or more consecutive calendar days in which vacation is used, at least one (1) month advance notice will be provided. All vacation to be taken between May 1<sup>st</sup> and October 31<sup>st</sup> of each calendar year may be requested in a posting period between February 1<sup>st</sup> and February 25<sup>th</sup>. All vacation to be taken between November 1<sup>st</sup> and April 30<sup>th</sup> may be requested in a posting period between August 1<sup>st</sup> and August 25<sup>th</sup>. Each bargaining unit employee will be permitted to pick their designated time for each posting period by signing up on the vacation sign-up list, with the most senior employees being given the first opportunity. After each employee has an opportunity to pick their initial vacation request, the posting list will be circulated again to permit the selection of a second vacation pick. All other vacation that is requested after the posting periods shall be scheduled in the order the requests are received. However, it is understood that the Department must be adequately staffed at all times. As far as possible, vacations will be granted at the times most desired by employees whose request will not be unreasonably denied, but the final right to allot vacation periods is reserved exclusively by the Employer in order to assure the orderly operation of the Department.

Section 7. Payment Upon Separation.

- A. Employees who have completed more than one (1) year of continuous service shall be paid for unused accumulated vacation credit in the case of the following separations from employment (such accumulation shall include pro-ration of vacation time based on months/years of service):
- 1) Upon the retirement or resignation of a bargaining unit member, provided they provide two (2) or more weeks prior written notice of their retirement or resignation to the Employer;
  - 2) Upon a bargaining unit member's death, payment shall be made to the employee's beneficiaries;
  - 3) Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation, if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there has been a vacation payoff, there shall be no restoration of that vacation credit upon return to the work force.

- B. All vacation leave credits shall be canceled and shall not be reinstated or paid for in the case of the following separations from employment:
- 1) Upon an employee's discharge if not reversed through the grievance procedure;
  - 2) Upon any separation of an employee with less than one (1) year continuous service;
  - 3) Upon the resignation of a bargaining unit employee with less than two (2) weeks prior written notice to the Employer.

**ARTICLE 17**  
**HOURS OF WORK, OVERTIME AND PREMIUM PAY**

Section 1. Standard Work Week. The **normal pay period shall consist of eight (8) ten (10) hour days or ten (10) eight (8) hour days.** Standard work week is 40 hours per week. Employees shall not lose pay due to the change from daylight savings time.

Section 2. Breaks. Employees shall be allowed to take regular, reasonable breaks, not to exceed a combined total of one (1) hour during a scheduled shift. Such breaks shall be taken on the premises of the City of Menominee Municipal Complex. However, employees who are required to work beyond their regular scheduled shift or who are unexpectedly called into work with less than four (4) hours notice, may leave the premises for a period not to exceed fifteen (15) minutes for the expressed purpose of picking up lunch.

Section 3. Overtime.

- A. Employees working in excess of **a regular scheduled shift consisting of eight (8) or ten (10) hours, or eighty (80) hours in a pay period** shall be paid at a rate of time and one-half (1 ½) of their regular hourly rates.
- B. Duplication. Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of holiday, daily, weekly, or any other overtime or premium payments involving the same hours of work.

- C. Assignments. When extra hours become available with twenty-four (24) or more hours advance notice, such hours shall be offered in the following order:
1. To part-time employees, by seniority, who will not incur overtime.
  2. To irregular employees who will not incur overtime.

When such extra hours will result in overtime being paid, the Employer shall post the available hours. Thereafter, employees may sign up for the hours which they are available to work. Such hours shall then be assigned in the following order:

1. To the senior employee who signs for the entire shift.
2. To employees willing to split the shift by seniority.
3. The least senior employee may be required to work the shift.

For the purpose of this Article, "available" shall be defined as follows: the employee must not be currently scheduled to work the shift in question, the shift may not result in the employee working more than **fifteen (15)** consecutive hours.

When extra hours become available with less than twenty-hour (24) hours notice, such hours shall be offered in the following order:

1. To part-time employees who will not incur overtime, by seniority.
2. To irregular employees who will not incur overtime.
3. **The shift will be split equally between the on duty employee scheduled to be relieved and to the off duty employee scheduled to be the relief.**
4. To available employees in order of seniority.
5. The least senior employee may be required to work the shift.

The least senior employee on duty may be required to remain on duty until the assigned employee arrives.

- D. Call Back Premium. An employee who has been released from duty and is called back to work with less than twenty-four (24) hours notice shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. In the event that an employee is not released from his regular day's work and is asked to work beyond his regular day's work, the extra worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2) for the actual time worked in excess of such period.

- E. Shift Premium. **Shift pay of forty-five (\$0.45) per hour will be paid to employees whose regular scheduled shift worked is from 1200 noon to 2200. A shift pay of sixty-five (\$0.65) per hour will be paid to employees whose regular scheduled shift worked is from 1800 to 0400 or 2200 to 0800.**  
**Shift premium overtime will only be paid for those hours of the regular scheduled shift that is being filled.**

Section 4. Training Pay. An employee who shall voluntarily attend any school or seminar approved by the Employer and/or E-911 Director shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer and/or E-911 Director which shall occur on a leave day or a non-work day, the full-time employee will receive pay at the rate of time and one-half (1-1/2) for all hours spent in class at such schooling or training. Educational opportunities within each Department shall be posted, those attending will be determined by the Employer and/or E-911 Director.



Section 5. Work Schedules. The Employer shall post work schedules no less than 2 months in advance, such schedule shall not be changed except by mutual agreement between the parties. The employer shall endeavor to schedule employees no more than six (6) days in a row without two (2) days off, a minimum number of shift changes and quick shifts per schedule. In addition, every effort shall be made to schedule an equal number of weekends off during the year. Upon request of the Union, the parties shall reopen this section for negotiations.

Section 6. Merger or Consolidations. In the event of a merger or consolidation, the employer agrees to notify the Union at least 30 days in advance of such action.

Section 7. Standard Work Shifts. There shall be two (2) ten (10) hour midnight shift designations. One beginning at 1800 hours and ending at 0400 hours, and the second one beginning at 2200 hours and ending at 0800 hours.

The afternoon shift shall be ten (10) hours and will begin at 1200 noon and end at 2200 hours. The day shift shall have one (1) ten (10) hour shift beginning at 0800 hours and ending at 1800 hours, and one (1) eight (8) hour shift beginning at 0400 hours and ending at 12 noon.

The standard 8 hour work shifts shall begin at midnight, and the standard 10 hour work shifts shall begin at 0800 hours.Such shifts shall not be modified unless mutually agreed between the parties.

Section 8. Rebidding Shifts. Beginning in July of 2009, and every year thereafter, there will be a posting for a period of 14 days allowing full time regular employees to rebid their work schedules by seniority for the upcoming year.

Any changes required will be made to the schedule because of the rebid will be implemented during the first full pay period that begins after January 4<sup>th</sup> of each year.

Should a shift become open because of an unexpected circumstance (i.e. employee retirement or resignation), that shift and all subsequent related open shifts shall be rebid by seniority until all are filled.

## ARTICLE 18 JURY DUTY

Section 1. Jury Duty. A full-time or regular part-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he must then report for work unless there is less than one (1) hour between the time he is excused from such duty and the end of his schedule or he is unable to travel in that amount of time. In order to receive payment, an employee must give his supervisor one (1) week prior written notice or immediately upon notification that he has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. Employees scheduled to work the night shift prior to scheduled jury duty shall upon request, be granted time off without loss of seniority.

Section 2. Subpoenas. An employee who is subpoenaed to testify in any court proceeding on behalf of the 911 Department will be paid the employee's regular straight time hourly rate, conditional upon the employee turning into the Employer any witness fees, less mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he has been subpoenaed and must furnish satisfactory evidence that he attended court for the time in which the payment is claimed.

## ARTICLE 19 INSURANCES

Section 1. Hospitalization/Medical Coverage. Effective March 1, 2005. Convert to BC/BS PPO Plan 3, 10/40 MOPD. The Employer agrees to reimburse employees for the PPO Plan 3 in-network deductible of \$250 for single and \$500 for full family, until September 30, 2008.. Effective October 1, 2008 the employer obligation to reimburse deductible shall be limited to only the \$250 in-network single deductible for the employee.

Effective January 1, 2005, current employees shall share the premium costs under the schedule as follows based on level of coverage through pre-tax payroll deduction.

Single and Continuance:	\$25.00 per month
2 Person Coverage:	\$55.00 per month
Family Coverage:	\$60.00 per month

This schedule shall be adjusted annually to reflect the percentage change in the premium cost of the insurance. The percentage will be applied to the above rates cumulatively.

The Employer's obligation under this article for payment of medical insurance for New Hires effective March 1, 2005 shall be limited to ninety percent (90%) of the employee's total health insurance premium rounded to the nearest \$1.00. The employee shall pay the remaining ten percent (10%) of the premium through pre-tax payroll deduction. The employer reserves the right to change the plan provider as cost saving measure provided benefits remain comparable to those currently provided.

Effective October 1, 2008 the Employers obligation for payment of medical insurance for those employees hired prior to March 1, 2005 shall be limited to 92.5% of the employee's total health insurance premium rounded to the nearest \$1.00. The employee shall pay the remaining 7.5% of the premium, rounded to the nearest \$1.00, through pre-tax payroll deduction.

Effective October 1, 2009 the Employers obligation under this article for payment of medical insurance for all employees shall be limited to 90% of the employee's total health insurance premium rounded to the nearest \$1.00. The employee shall pay the remaining 10% of the premium through pre-tax payroll deduction.

Section 2. Notification. It shall be the responsibility of the employee to notify the Employer of all changes in personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Clerk within thirty (30) days of the event.

Section 3. Payment in Lieu of Health Insurance. If an eligible employee has health insurance available from another source, they may waive coverage and receive \$100.00 per month in lieu of such coverage. Employees waiving coverage may be limited to re-enrolling only during open enrollment periods or as allowed by the employer's health insurance carrier. Effective October 1, 2008 this payment in lieu of coverage shall be increased to \$200.00 per month. Effective October 1, 2009 this payment in lieu of coverage shall be increased to \$300.00 per month.

If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of \$100 per month will be offered to one of the employees in lieu of health insurance coverage. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this article.

Section 4. Life Insurance. The Employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

Section 5. Liability Insurance. Employees are covered by liability insurance as to actions arising out of the scope of their employment pursuant to the County's general liability insurance carrier or risk group agreement. In the event the County modifies the current liability coverage's, prior notification will be provided to the Union.

Section 6. Retirement. When an employee retires from County service and is immediately eligible to draw pension benefits, the Employer agrees to pay hospital insurance premiums, up to the amounts provided for in Section 3, for the month in which the retirement occurs and the month following retirement. Upon retirement from the County's service, the Employer agrees to pay the hospital insurance premium for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he must pay the full cost of the insurance premium charged by the group carrier for said benefit. The premium will be paid to the Employer, who shall forward the same to the group carrier.

## ARTICLE 20 RETIREMENT

Section 1. Regular employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall be covered by such retirement system under the B-3 plan, with the F-55/25 years waiver, V-6 and FAC-3 riders.

## SECTION 21 TRAVEL ALLOWANCE

Section 1. The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

A. Mileage Allowance.

- 1) The County shall provide a mileage allowance. The rate shall be the Internal Revenue Service standard mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
- 2) Miles shall always be computed on the basis of the shortest distance between the point of departure and destination.
- 3) There shall be an explanation given on all claims made to the County for reimbursement expenses for all trips. The parameters of what is sufficient explanation will be established by the County.

B. Conferences, Conventions or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer:

- 1) Attendance at a meeting, convention, conference or seminar shall have the prior approval of the County Administrator or Personnel Committee of the Board of Commissioners.
- 2) Travel by private automobile shall be reimbursed at the rate as provided in sub-section (A) above entitled, Mileage Allowance.
- 3) If transportation is by an Employer-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of receipts for same.
- 4) If travel is by common carrier, coach fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.

- 5) Reimbursement for meals will follow the policy and rate adopted by the County.
- 6) When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- 7) Tolls, telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.
- 8) Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- 9) Expense Vouchers shall be submitted within two (2) weeks following the convention, conference, seminar or meeting attended by the employee.
- 10) The Board of Commissioners may determine that certain items will not be reimbursed under any circumstances, including, but not limited:
  - a) Travel insurance;
  - b) Laundry or dry cleaning; or
  - c) Hospitality or entertainment expense.
- 11) For required training, the Employer will pay in advance for required lodging, registration fees, and when applicable transportation tickets, provided they are requested sufficiently in advance to permit processing of the payment. For required mandatory training, the County Administrator may authorize an advance for additional expenses in hardship cases when requested by the employee. Such requests shall not be unreasonably denied.

## **ARTICLE 22 PHYSICAL EXAMINATION**

**Section 1. Physical Exams.** As a condition of the employee's return to work from an unpaid health or injury leave or from any absence from employment for which time the employee received worker's compensation benefits, the Employer shall require employees to submit a medical certification relevant to the health condition that caused the need for the leave which certifies the employee's ability to return to work. A physical or mental examination may also be required if the Employer has any other reasonable basis to question the employee's physical ability to perform the essential functions of the employee's job, or if the employee's continued presence at the work site may endanger his health or safety or that of other employees or the public.

**Section 2. Illegal Drug or Other Substance Abuse Testing.** The Employer reserves the right to request an employee to take a test for illegal drug use or other substance abuse in the event the Employer has a reasonable suspicion of such use. Any test must be approved by the County Administrator, or in the Administrator's absence, the Board Chairman.

**Section 3. Physician Costs.** Examinations required under this Article shall be by a non-employee physician of the County's choice, including an appropriate medical specialist selected by the County when deemed appropriate. The cost of such examination shall be borne by the County unless otherwise covered by health insurance.

**Section 4. Disputes.** If the employee is not satisfied with the determination of the designated physician of the Employer, he may submit a report from a doctor of her own choosing, the cost of which shall be the employee's responsibility. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on both parties except in cases in which the Employer's physician determines that the employee's return to work may endanger other employees or the public, in which case the Employer's physician's determination shall control. The expense of any third physician shall be shared equally by the Employer and the employee to the extent not covered by insurance.

Section 5. Employer Action. On the basis of such an examination under this Article, the Employer may take actions as it deems appropriate, including, but not limited to, placing the employee on leave.

### **ARTICLE 23 SAFETY COMMITTEE**

Section 1. Safety Committee. A safety committee of employees and the Employer is hereby established. This committee shall include representatives of the Union and the Employer, and shall meet at the request of either party for the purpose of discussing issues dealing with safety, and making recommendations.

### **ARTICLE 24 RATES FOR NEW CLASSIFICATIONS**

In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the chapter chairperson of the recommended rate structure prior to its becoming effective. If the Union does not object to the proposed rate within three (3) work days, the rate shall be adopted. If the Union disagrees with the proposed rate within three (3) work days by providing the Employer a notice in writing, a meeting shall be scheduled within seven (7) work days after receipt of the union notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay subject to the outcome of the negotiations.

### **ARTICLE 25 COMPUTATION OF BENEFITS**

Section 1. Computation of Benefits. All hours paid to an employee shall be considered as hours worked for the purpose of computing any and all benefits under this Agreement.

### **ARTICLE 26 COMPENSATION**

Section 1. Rates of Pay. For each classification there is a Start Rate, Intermediate Rates, and a Maximum Rate. The rates are set forth in the Wage Classification/Compensation Plan Appendix "B" attached to this Agreement.

Section 2. Appointments. Original appointments to any position will be made at the start rate of the classification. However, based upon the recommendation of a committee comprised of the E-911 Director, County Administrator, and a Union Representative, the Board of Commissioners may approve compensation up through the three (3) year rate in the wage schedule for the classification upon the new employee's appointment. Any such appointment beyond the normal start step level shall be based on experience and ability over and above the desired minimum qualifications specified for the position as determined by the Employer.

Section 3. Wage Advancement. New employees at the start step shall advance to the next step of their wage grade at the beginning of the first full payroll period following the successful completion of their probation period. Further advancement within the wage range shall be by successive steps effective the first full payroll period following the employee's completion of his requisite number of years of continuous County service in his classification, as set forth in the wage schedule.

Section 4. Longevity. After completing three (3) years of service each employee shall receive annually, as of the first payroll after December 1 of each year, longevity pay of one hundred dollars (\$100) plus twenty-five dollars (\$25) for each additional year above three (3) years, up to a maximum of six hundred and fifty dollars (\$650).

Section 5: Retroactivity. Wage and benefit or other economic increases/decreases under this agreement shall be paid retroactively either to or by bargaining unit members employed by the county upon ratification of this agreement by both the Association and the Employer. No retroactivity shall be paid for or by persons terminating employment with the county prior to ratification by both parties.

Section 6: In the event that the employer authorizes increases in excess of 7.5% for other bargaining units over the same term 3 year agreement, such increases shall be extended to this bargaining unit. Should these increases be connected to a change in other benefits, those other benefit changes shall be enacted along with the additional wages should the union choose to implement this section.

## ARTICLE 27 GENERAL PROVISIONS

Section 1. Gender. All reference to employees in this Agreement designate both sexes, and wherever the male gender or female gender is used, it shall be construed to include both male and female employees.

Section 2. Employee Information. It is the responsibility of each and every employee to keep his supervisor and the County Clerk's office informed of his latest address and telephone number.

Section 3. Amendments. No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other agreement and understanding heretofore existing.

Section 4. Past Practices. There are no agreements which are binding on any of the parties other than the written provisions contained in this Agreement.

Section 5. Demands and Proposals. 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 waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

Section 6. Savings Clause. If any section, sentence, clause or phrase of this Agreement shall be held, for any reason, to be inoperative, void or invalid, the validity of the remaining provisions of this Agreement shall not be affected thereby.

Section 7. Captions. The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 8. Binding Effect. The terms and conditions of this Agreement shall be binding upon the parties, and upon the Department employees and management, upon ratification of the Agreement by the bargaining unit members and by the Menominee County Board of Commissioners.

Section 9. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with or impair the employee's responsibilities to the Department. Any employee desiring to participate in outside or supplemental employment must notify the County Administrator in writing prior to engaging in outside or supplemental employment.

Section 10. Invalidation of Contract Provisions. The parties agree that, should any Article or Section of this Agreement be deemed illegal, either by Federal or State Law, the parties agree to re-negotiate such Article and/or Section to bring such Article and/or Section in compliance with such law.

Section 11. Direct Deposit. The Employer agrees to provide direct deposit for employees through the Menominee County Credit Union.

Section 12. Accrued Time Off Listings. The employer agrees to provide the Union with a quarterly listing of employees' accrued time off (vacation, sick leave).

**ARTICLE 28  
TERMINATION AND MODIFICATION**

Section 1. Termination and Modification. This Agreement shall continue in full force and effect until September 30, 2010.

- A. If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.
- C. Whenever the Federal CPI-U Index exceeds six (6) percent for six consecutive months, either party shall be able to re-open Article 26, Section 1 Rates of Pay for negotiations. Such reopening will require a thirty (30) day notice and changes negotiated will become effective on October 1 of the next budget year.
- D. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, addressed, if to the Union: to Michigan Council #25, AFSCME, AFL-CIO, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, addressed: Menominee County Board of Commissioners, 839 Tenth Avenue, Menominee, Michigan, 49858; or to any such address as the Union or the Employer may make available.

**SIGNATURES**

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

FOR THE UNION:

FOR THE EMPLOYER:

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