

12/31/93

Isabella County

AGREEMENT

between

ISABELLA COUNTY BOARD OF COMMISSIONERS

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective: January 1, 1991 - December 31, 1993

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PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the County and employees in the bargaining unit covered by this Agreement.

The parties recognize that the interest of the community and the job security of the employees depend upon the County's success in establishing a proper service to the community.

ARTICLE I RECOGNITION

1.1 Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the County of Isabella (the "Employer") hereby recognizes the Police Officers Association of Michigan (the "Union") as the exclusive agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees employed in the Isabella County Central Dispatch Center in the following-described unit:

All full-time and regularly scheduled part-time dispatchers.

But excluding: supervisors and all other Isabella County employees.

1.2 Other Agreements. In view of the recognition herein granted to the Union, the Employer hereby agrees not to enter into any Agreement with any other labor organization with respect to employees included in the collective bargaining unit described herein.

ARTICLE II REPRESENTATION

2.1 Steward. The Employer agrees to recognize one (1) Steward who shall be elected or selected by the Local Union from active non-probationary employees in the collective bargaining unit. It shall be the function of the Steward to process grievances and to assist in the administration of this Agreement as provided herein. An Alternate Steward may be selected who shall serve only in the absence of the Steward. Investigations or discussions of grievances shall take place during non-work hours. The Employer shall have no liability or obligation of any nature whatsoever to pay the Steward or any other Union member for time spent attending hearings, conferences, etc., before

any governmental agency or other body. Further, the County shall have no liability or obligation of any nature whatsoever to pay the Steward or any other Union member for time spent on Union activities or duties outside the county's properties.

2.2 Notification. The Union shall notify the Employer in writing of the names of the Steward and Alternate Steward within five (5) calendar days of election or selection. The Employer has no duty to recognize any Steward or Alternative Steward for whom the Employer has not received a written notice of election or selection.

ARTICLE III **UNION SECURITY AND CHECKOFF**

3.1 Agency Shop. As a condition of continued employment, all employees included in the collective bargaining unit, within thirty (30) days from the date of their employment within the Isabella County Central Dispatch Center or the execution date of this Agreement, whichever is later, shall become members of the Union or pay a service fee equal to but not to exceed the periodic monthly dues of a Union member to the Union for labor services as uniformly required by the Union, for the duration of this Agreement. Employees shall be deemed to be in compliance with this Section if they are not more than thirty (30) days in arrears in payment of membership dues or service fees, whichever is appropriate.

3.2 Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share in the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included in the collective bargaining unit without regard to whether or not the employee is a member of the Union.

3.3 Payroll Deduction. The Employer agrees to deduct from the wages of its employees covered by this Agreement service fees uniformly required by the Union, provided the Union first furnishes to the Employer an authorization for checkoff of such service fees signed by the employee involved. Upon deduction, the Employer shall remit such deductions to the Treasurer of the Police Officers Association of Michigan, 28815 W. Eight Mile Road, Suite 103, Livonia, MI 48152, on or before the fifteenth (15th) day of each month. Deductions shall commence the first (1st) full month following receipt by the County Clerk of the signed checkoff authorization provided the employee shall have earned sufficient pay to cover the deduction. Such written authorization shall be irrevocable for the duration of this Agreement and shall automatically renew itself for successive one (1) year periods thereafter unless the employee gives written notice of his

termination of said authorization to the County Clerk. The Union shall certify the amount of the service fees to the County Clerk.

3.4 Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of dues or service fees provided herein or by reason of action taken by the Employer pursuant to Section 3.1.

ARTICLE IV **GRIEVANCE PROCEDURE**

4.1 Grievance Definition. For purposes of this Agreement, a "grievance" shall mean a complaint filed by the Union concerning the application or interpretation of any provision of this written Agreement. Alleged "past practices" shall not be an appropriate matter for the grievance procedure. Grievances involving more than one (1) employee which allege a violation of the same provision or provisions of this Agreement and which seek the same remedy may be filed by the Union. All such grievances shall be designated as a "group grievance." The Union shall identify in writing, not later than Step 3 of this Procedure, the names of all individuals affected by a "group grievance" and consideration of the "group grievance" shall, thereafter, be limited to the individuals so named.

4.2 Grievance Procedure. All grievances shall be handled in the following manner:

- A. Step 1. Verbal Procedure. A employee shall, either within five (5) working days of the occurrence of the incident which gave rise to the grievance or within five (5) calendar days following the date the affected employee first reasonably should have known of the events giving rise to the grievance, first discuss it with the Employer or his designee, with the object of resolving the matter informally. Failure to observe the requirements of this Step will cause immediate termination of the grievance. The Employer or his designee shall give his answer within five (5) calendar days. The Employer's or his designee's failure to answer the grievance within the deadline required by this Step shall constitute a denial of the grievance as of the date on which an answer was due to the grievant.

- B. Step 2. Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be reduced to writing in triplicate, signed by the Steward, and submitted to the Employer or his designee within five (5) working days of the denial of the Step 1

grievance. The grievance shall be submitted on a form approved by the Employer and supplied by the Union. The written grievance shall describe in detail the events upon which the grievance is based, identify the name of the affected employee, if any, and specify which Articles and Sections of this Agreement have been violated. The Union's failure to observe any of the requirements of this Step will cause automatic termination of the grievance.

- C. Step 3. Employer's Reply. Within five (5) working days of receipt of the written grievance, the Employer or his designee will serve upon the Steward a written response to the grievance. Said response will be written in an area designated for such response on the reverse side of the grievance form. The Employer's or his designee's failure to serve a grievance response on the Steward or employee within the deadline required in this Step shall constitute a denial of the grievance by the Employer as of the working day on which the written response was due to the Steward.

- D. Step 4. Presentation to County Administrator. If the grievance is not resolved at Step 3, the Steward shall, within five (5) working days of the response to or denial of the grievance in Step 3, refer one copy of the grievance and Employer's Step 3 response to the County Administrator. The Union's failure to comply with any of the requirements of this Step will cause an automatic termination of the grievance. Within ten (10) working days of receipt by the Administrator, a date will be scheduled for a meeting to be held between the representatives of the Employer and Union. Within ten (10) working days of the meeting, the Employer shall produce its written response to the Steward or Union representative. The Employer's failure to present a response to the Union or Steward within ten (10) working days shall constitute a denial of the grievance.

- E. Step 5. Arbitration. If the grievance remains unresolved, either party may, within thirty (30) calendar days of the response to or denial of the grievance in Step 4, request arbitration. Said arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The fees and expenses of said arbitrator shall be shared equally between the parties. The decision of said arbitrator shall be final and binding upon both parties to this Agreement.

4.3 Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. Saturday, Sunday and Holidays shall be excluded from the grievance procedure time limits. If the time procedure is not followed by the Union, the grievance shall be terminated. If the time procedure is not followed by the Employer, the grievance may be advanced to the next Step by the Union within the applicable time deadline.

4.4 Grievance Resolution. All grievances which have economic implications must be approved by the Board of Commissioners before they shall be final.

4.5 Grievance Settlements. With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Employer and the Union, of any grievance, civil litigation, or other matter shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee, or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the Union representatives involved. Unless otherwise expressly stated, all such settlements shall not establish precedent for any future grievance.

4.6 Expedited Grievance. Should a non-probationary employee who has been discharged consider such discipline to be improper, the Union may file a written grievance. Such grievance must be filed within five (5) calendar days following the date such discharge was imposed at Step 3 of the Grievance Procedure. The Union must file the grievance on behalf of the employee so disciplined by delivering a copy of the grievance to the Employer or his designee. At the Step 3 meeting, the disciplined employee shall be present, if desired by either party. A grievance relating to the discharge of a non-probationary employee must be presented within the time limits and in the manner required in this Section or it shall be considered abandoned and no appeal allowed.

4.7 Arbitrator's Powers. The arbitrator's decisions are bound by the scope and terms of this Agreement. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. The arbitrator shall have no power to consider any issues not submitted to the arbitrator and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplementary agreement. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall have no power to establish or modify job classifications, wage rates, wage scales, rates on new jobs, work schedules or assignments. The arbitrator shall have no power to substitute his discretion for the County's discretion in cases where the County is given sole

discretion to act by this Agreement, or by any supplement or amendment thereto. In the event the arbitrator decides he has no power to decide or rule on an issue, the matter shall be referred back to the parties without decision or recommendation on its merits. The arbitrator shall have no power to arbitrate any matters which arise after the contract expires, except where that Agreement has not been formally terminated.

ARTICLE V **RIGHTS OF THE EMPLOYER**

5.1 Rights.

Except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to manage and operate the County in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; determine all matters pertaining to the services to be furnished and the methods in which services are provided, the procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their locations; to adopt, modify, change, or alter its budget; to combine or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, and in all respects to carry out the lawful, ordinary, and customary functions of County government. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and the penalties for violations of such rules; to establish rules for on-duty use of controlled substances and alcohol and off-duty use of controlled substances and implement a drug/alcohol testing program for employees; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; and to provide and assign relief personnel. All rights vested exclusively in the Employer, as set forth herein, shall not be subject to arbitration.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE VI **WORK STOPPAGES**

6.1 No Strike Pledge. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any reason whatsoever, and neither it, nor its officers, representatives, members, or the employees it represents shall, directly or indirectly, call, sanction, counsel, or encourage any concerted failure by them to report for duty, absent themselves from their work, stop work, sit-down, slow down, stay-in, strike, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, picket the Employer's premises, or refuse to cross any picket line.

6.2 Violation of No Strike Pledge. Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action by the Employer as is appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for a violation of Section 6.1. Any appeal to the grievance procedure shall be limited to the question of whether the employee did, in fact, engage in an activity prohibited by Section 6.1. If an employee is correctly determined by the Employer to have violated Section 6.1, there shall be no resort to the grievance and arbitration procedure.

ARTICLE VII **SENIORITY**

7.1 Seniority Definition. Seniority for bargaining unit members hired prior to the execution of this Agreement shall be as set forth in the attached Letter of Understanding. Seniority for persons hired into this unit after execution shall be defined as the length of an employee's full-time continuous service with the Isabella County Central Dispatch Center commencing from the employee's date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. An employee's "last date of hire" shall be the most recent date upon which he or she commenced full-time continuous work without a break in service. Where two (2) or more employees have the same seniority date, their relative seniority shall be determined alphabetically by surname.

7.2 Probationary Period. All new full-time employees shall be considered probationary employees for a period of twelve (12) calendar months of full-time employment, without regard to the number of hours worked within the twelve (12) month period, after which time their seniority shall be as of their last date of hire. Service in a part-time position shall not count toward completion of an employee's full-time probationary period. Until an employee has completed any probationary period, he may

be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

7.3 Part-Time Probationary Period. Part-time employment shall not count towards completion of an employee's full-time probation, nevertheless, an employee shall be declared to have completed probation for part-time employment when he has worked a period of twelve (12) calendar months of part-time employment of at least twenty (20) hours per month. Provisions set forth in Section 7.2 concerning discipline, lay off, recall, termination, discharge and seniority shall apply to part-time employees as well.

7.4 Pro Rata Benefits. Upon completion of said part-time probationary period, an employee shall be accorded pro-rata sick leave and vacation which equate to a function of the fraction established by the average number of hours worked per month over said twelve (12) month period divided by forty (40). It is understood that no insurance benefits shall be provided to part-time personnel. Part-time seniority shall be maintained separate and apart from full-time seniority for bargaining unit personnel.

7.5 Seniority and Benefit Accumulation. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections in this Agreement. Benefits such as insurance, vacation, and sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absence.

7.6 Temporary Assignment. The Employer reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular job to another job, and will return the employee to his or her regular job as promptly as efficient operations will permit. If such temporary assignment exceeds ten (10) working days and the position to which the employee is transferred is at a higher rate of pay, the employee shall receive the higher rate for the remainder of the temporary assignment.

7.7 Temporary Employees. The Employer reserves the unlimited right and has the sole discretion to hire temporary or irregular employees for any period of time the Employer deems necessary. Such employees shall not be subject to the terms of this Agreement.

7.8 Transfers to Non-Bargaining Unit Position. Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a supervisory or other position within the County's employ which is not included within this Agreement shall accrue no further seniority as of the date of the transfer. However, said

employee shall be entitled to retain the previous seniority which he accrued in the bargaining unit prior to said transfer.

7.9 Loss of Seniority. An employee's seniority with the County and his or her employment relationship with the Employer shall terminate if the employee:

- A. Resigns or quits;
- B. Is discharged or terminated, and such are not reversed;
- C. Retires;
- D. Has been on layoff, sick leave, or leave of absence for a period of time equal to his seniority at the time of the layoff, sick leave or leave of absence or twelve (12) months, whichever is less;
- E. Is absent from work, including the failure to return at the expiration of a leave of absence, vacation, layoff, disciplinary layoff or sick leave, for three (3) consecutive working days unless otherwise excused;
- F. Is convicted of a felony;
- G. Is declared mentally incompetent by a Probate Court of competent jurisdiction;
- H. Makes an intentionally false statement on his employment application, on an application for leave of absence, or on any other official report or employer document;
- I. Fails to notify the Employer for three (3) consecutive working days that he will not be reporting for work, unless otherwise excused.

ARTICLE VIII **LAYOFF AND RECALL**

8.1 Notification of Layoff. The Employer agrees to give two (2) weeks' advance notification of layoff and, if possible, to state in the notification the anticipated duration of the layoff.

8.2 Layoffs. Reductions in the work force shall be on the basis of inverse seniority, provided, however, that the senior employees retained have the necessary

training, ability, and experience to perform the remaining available work. Temporary or irregular employees shall be laid off first prior to layoff of any bargaining unit members. Retention and layoff decisions based on training, ability and experience shall be made solely at the discretion of the Employer. Full-time employees shall have the right to bump into part-time positions when they have greater overall seniority.

8.3 Recall. In the event the full-time work force is increased, recall to work shall be in the inverse order of layoff from work, including recall to positions previously held.

8.4 Notification of Recall. Notification of recall from layoff shall be sent to the employee by certified mail, return receipt requested, to the employee's last known residential address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) working days of the time set for return to work shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists. It is the employee's duty to keep the Employer apprised of the employee's current address or any change of address.

ARTICLE IX **DISCIPLINE**

9.1 Just Cause. The County shall not discipline or discharge any non-probationary employee except for just cause.

9.2 Rules. The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees as provided in Article V of this Agreement. The Union, however, can grieve the reasonableness of said rule either at the time of the rule's promulgation or when the rule or regulation is applied or enforced against a member of the bargaining unit.

9.3 Suspension Pending Investigation. The Employer or his designated representative may suspend an employee pending investigation. The time limits provided for in the Grievance Procedure set forth in this Agreement shall not begin to run, nor shall any grievance be processed or filed, until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation.

ARTICLE X
HOURS OF WORK AND OVERTIME

10.1 Payroll Period. The normal payroll period shall consist of eighty (80) hours.

10.2 Workweek. The normal workweek shall consist of forty (40) hours per week.

10.3 Workday. An employee's normal work day shall consist of twelve (12) consecutive hours, including a thirty-five (35) minute unpaid lunch break. Determination of shift schedules and hours worked per day shall be the exclusive decision of the Employer. A work day shall be defined as a twenty-four (24) hour period commencing with the start of an employee's regularly scheduled shift. The Employer shall designate and have the right to change the starting time of all shifts.

10.4 Work Schedule. The work schedule shall be established by the Employer solely at its discretion and posted thirty (30) days in advance for full-time employees and ten (10) days in advance for part-time employees. The Employer reserves the right to change the work schedule and the starting and quitting times for any and all shifts in order to meet any contingencies. Whenever the work schedule and starting and quitting times are so changed, the Steward and the affected employee(s) shall be notified in writing at least three (3) working days in advance. Employees who wish to trade shifts must first obtain the Employer's express consent to trade at least forty-eight (48) hours in advance of the shift affected by the trade. Exceptions to this time limit may be permitted at the Employer's sole discretion.

10.5 Shift Period. A shift period shall consist of fourteen (14) consecutive weeks corresponding to seven (7) payroll periods, during which full-time employees shall be assigned to a regular shift. The shift assignments shall be based on the results of a shift bid procedure. At least six (6) weeks prior to the end of a shift period the employer shall require all full-time employees to submit in writing their 1st, 2nd, 3rd and 4th choices for shift assignment. Full-time employees would then be assigned work shifts in order of seniority. If, for example, two persons both desired the same shift position, the one with the most seniority would be awarded the position. Probationary employees may be exempted from the bidding process and be assigned a shift position by the Employer.

10.6 Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Employer or his designated representative. Scheduled overtime opportunities will be assigned among employees entirely at the Employer's discretion, however, the Employer will attempt to reasonably equalize overtime between members of the bargaining unit. Issues concerning overtime equalization shall not be subject to the grievance procedure.

10.7 Outside Employment. No employee shall work at any other employment which conflicts with or impairs his/her responsibilities as civilian dispatcher. Any secondary employment must be submitted to the Employer for prior approval.

10.8 Union Activities. There shall be no unauthorized Union activities during working hours. The circulation of petitions, paperwork, documents or other matters not authorized by the Employer by individuals or groups during working hours or upon the Employer's premises at any time is strictly prohibited. No Union buttons or other designations shall be worn upon the uniform of the employees at any time, unless approved by the Employer. Furthermore, no documents or materials of any kind may be posted on the Employer's bulletin board or premises without the Employer's express written permission. The Employer shall provide a space for a bulletin board or provide a portion of an Employer bulletin board for the posting of various Union notices which are first approved by the Employer.

ARTICLE XI **LEAVES OF ABSENCE**

11.1 Procedure for Requesting Leaves. Requests for a leave of absence must be submitted in writing by the employee to his immediate supervisor at least thirty (30) days in advance of the date the leave is to commence. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be at the sole discretion of the Employer and the Employer's decision shall be furnished to the employee in writing. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance, if possible, of the expiration date of the original leave and state the reason for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

11.2 Purpose of Leave. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent shown when applying for such leaves. There shall be no duplication or pyramiding of leave benefits or types of absence. All leaves of absence shall be without any additional accrual of seniority unless specifically provided to the contrary by the provisions of the Leave Section involved.

- A. In no case shall a leave of absence be given to any employee for the purpose of working for another employer, seeking or obtaining alternative employment, or for the purpose of setting up business for himself.

- B. Any employee who arbitrarily takes a leave of absence after such leave has been refused, or who obtains a leave of absence fraudulently, shall be subject to discharge.
- C. Employees who exceed the length of time granted in the leave of absence shall be considered as having voluntarily quit.

11.3 Early Returns from Leave. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement.

11.4 Disability Leave. An employee shall be granted an unpaid leave of absence for up to sixty (60) calendar days in the case of illness or injury which leaves the employee incapacitated to perform the duties of his/her position. The Employer may require medical reports concerning the incapacitating illness or injury. Any extension of this leave shall be subject to Article 11.1 above.

11.5 Funeral Leave. Upon approval of the Employer or his designee, a full-time employee will be granted a leave of absence with pay for a period not to exceed three (3) consecutive scheduled working days to attend the funeral or attend to personal family matters when death occurs in the employee's "immediate family." One of the three days must be the day of the funeral. "Immediate family" shall be defined as the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parents, step children and members of the employee's household for whom the employee is primarily responsible for their financial and physical care. Employees shall receive up to two (2) additional days' travel time without pay if the funeral is out of state, subject to the approval of the Employer or his designee. The employee shall provide notification of the need for a leave to the Employer at least forty-eight (48) hours prior to taking time off under this Section unless such notification is impossible due to the circumstances surrounding the death. The employee may be required to present proof of the employee's attendance at the funeral to the Employer. The employee's failure to provide proof of attendance that is satisfactory to the Employer will cause the absence to be treated as an unexcused absence subject to Article VII of this Agreement as well as the applicable work rules.

11.6 Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave with pay under the following conditions and qualifications:

- A. Upon completion of twelve (12) calendar months of employment, each full-time employee shall be credited with seventy-two (72) hours of sick leave credit. Thereafter, sick leave credit shall accumulate at the rate of six (6) hours of sick leave per month during a calendar year. If an employee will be absent due to illness, the employee shall telephone the Employer as soon as possible, but no

later than two (2) hours before the starting time of the employee's scheduled shift. Failure to call in as provided in this Section will result in an unexcused and unpaid absence.

- B. An employee may utilize sick leave allowance when he reasonably believes that he is incapacitated from the safe performance of his duty due to illness or injury. An employee may use sick leave for illness in his/her immediate family. Immediate family is defined as spouse, parent or child. An employee who uses sick leave for purposes other than illness or injury may be denied the use of sick leave for the day and may also be subject to discipline, up to and including discharge.
- C. Upon suspected abuse or misuse, the Employer may require as a condition of any sick leave a medical certificate setting forth reasons for the sick leave. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- D. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages. An employee whose employment status is severed forfeits all accrued sick leave benefits. Sick leave benefits will not be paid to an employee while on vacation or during a legal holiday. Sick leave, either before or immediately following a legal holiday, will not be paid unless the employee provides proof of illness. Sick leave shall not be available for any sickness resulting from the use of intoxicating liquors, drugs, controlled substances or willful self-infliction of injury or illness. In case of work-incapacitating injury or illness for which an employee is eligible for worker's disability payments under the WCDA, accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's net regular salary or wage. Upon exhaustion of his sick leave bank, the employee shall draw only those benefits as are allowable under the Workers' Compensation Law of the State of Michigan, if any.
- E. After an employee has exhausted his paid sick leave benefits, then such leave, including an extended medical leave, shall be without accumulation of any fringe benefit.
- F. Sick leave benefits may not be taken in units of less than one-half (1/2) day.

- G. Maximum sick leave accumulation shall be one thousand two hundred (1200) hours.
- H. Upon an employee's death or retirement after completion of ten (10) years consecutive service with the County, an employee shall receive a lump sum payment representing fifty (50%) percent of such employee's accumulated and unused sick leave. Buy back of sick time shall be at the employee's current rate of pay.

11.7 Paid Personal Leave. Full-time non-probationary employees covered by this Agreement shall be allowed a maximum of thirty-six (36) hours personal leave of absence with pay each year of employment. There shall be no accumulation or carryover of such leave days from one anniversary year to another. Requests for a personal day leave of absence must be made to his/her immediate supervisor twenty-four (24) hours in advance of the date requested, provided, however, that the supervisor may, in his/her discretion, if possible, shorten the notification period if necessary arrangements can be made in the Dispatch Center. Written verification of the number of personal leave hours taken and the date or dates involved must be submitted to the supervisor by all employees within the pay period following the employee's return from such leave. Failure to submit such verification may result in a loss of pay equivalent to the amount of personal leave time taken by the employee. The number of leave days to be taken at any one time shall be determined by the supervisor in his/her sole discretion. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed due to the existence of emergency conditions within the Center or the County.

ARTICLE XII HOLIDAYS

12.1 Holiday Pay. All full-time employees occupying a job classification covered by this Agreement who have completed sixty (60) days of employment with the Employer shall receive 11.42 hours of pay at their straight time regular rate of pay upon the occurrence of each of the following recognized holidays:

New Year's Day	Veterans' Day
Presidents Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving Day
Independence Day	December 24
Labor Day	Christmas Day

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

- A. The employee must work the last regularly scheduled day before and the first regularly scheduled day after the holiday.
- B. The employee must not be on layoff.
- C. The employee must not be suspended for disciplinary reasons.
- D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

12.3 Holiday Pay. Employees working on any holiday shall be paid time and one-half for actual hours of work.

ARTICLE XIII
VACATIONS

13.1 Vacations. All full-time employees shall be granted a vacation with pay in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth in this Agreement:

1 year	1.54 hours per pay period (40 hours)
2-4 years	3.08 hours per pay period (80 hours)
5-9 years	4.62 hours per pay period (120 hours)
10-or more	6.16 hours per pay period (160 hours)

13.2 Vacation Scheduling. Vacation requests for three (3) days or longer must be submitted in writing by the employee thirty (30) calendar days in advance of the period requested. If an employee does not submit a vacation request, the Employer may assign a vacation time for the employee. Approval or denial shall be given within one week of the date of request. Requests for less than three (3) days shall be made as follows:

2 days	one calendar week
1 day	48 hours
1/2 day	24 hours

In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the Employer. Carryover vacation time may not be accumulated more than forty (40) hours from anniversary year to anniversary year. If more than forty

(40) hours of vacation time exists at the end of the anniversary year, that amount in excess of forty (40) shall be forfeited by the employee and he shall not receive pay in lieu of vacation. Vacation time accumulated in excess of forty (40) hours prior to the execution of this Agreement may be carried over despite the foregoing if the employee requests to use said time but is denied by the Director and no reasonable alternative time off is available.

13.3 Benefit Upon Termination. Employees who leave the employ of the Employer shall be paid all unused vacation time which has been earned.

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

ARTICLE XIV INSURANCE

14.1 Hospitalization. The Employer agrees to pay the required premiums for each full-time employee, including dependent coverage, covered by this Agreement who has completed sixty (60) calendar days of employment with Isabella County Central Dispatchers Department for Blue Cross/Blue Shield MVF-1 comprehensive, semi-private room hospitalization coverage, together with the following riders: Master Medical Option II; two dollar (\$2.00) co-pay prescription drug; PPNV-1; FAE-RC; CLC; DC; ML; SA; D45NM; DCCR; CC; and SD. Members of the bargaining unit shall also be covered under the County's optical insurance program as provided to other County employees. Members of the bargaining unit shall contribute \$5.00 per month by means of payroll deduction towards the cost of said insurance effective January 1, 1992.

14.2 Dental Insurance. The Employer agrees to pay the required premiums for each full-time employee, including dependent coverage, covered by this Agreement who has completed sixty (60) calendar days of employment with the Isabella County Central Dispatcher Department for Blue Cross/Blue Shield's "preventive preferred" dental insurance program. Within the maximum benefit amount of eight hundred dollars (\$800.00) per member per insurance contract year, this program shall provide payment of seventy-five percent (75%) of covered diagnostic services and payment of fifty percent (50%) of the usual and customary charges for covered basic and comprehensive prosthodontic services, but shall not include orthodontic services.

14.3 Term Life Insurance. The Employer will pay the required premiums for a term life insurance policy in the amount of nine thousand dollars (\$9,000.00) and nine thousand dollars (\$9,000.00) Accidental Death and Dismemberment for each insurable, full-time

employee occupying a job classification covered by this Agreement who has completed sixty (60) days of employment with the Central Dispatch Department.

14.4 Provisions of Insurance Carriers. No matter respecting the provisions or coverage of any of the insurance programs set forth in this Agreement shall be subject to the Grievance Procedure or Arbitration provisions established under this Agreement except that, where the County exercises its right to select or change insurance carriers under Section 14.5, the Union shall reserve the right to process through the grievance procedure, including arbitration if necessary, the issue of whether or not the level of such benefits remain substantially the same.

14.5 Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of benefits stated in Sections 14.1, 14.2 and 14.3 remain substantially the same.

14.6 Continuation of Insurance Premium Payments. There shall be no liability whatsoever on the part of the Employer for any insurance premium payment for an employee or employees who are on layoff.

ARTICLE XV **UNIFORMS**

15.1 All Isabella County 9-1-1/Central Dispatch employees will be provided with a quantity of Central Dispatch approved uniforms as determined by the Employer. Each employee shall be responsible for reporting for duty in said uniform. Each employee will be responsible for the maintenance of their uniforms. Employees shall also maintain good grooming habits so as not to be a distraction to their duties and not offensive to fellow employees. Effective January 1, 1991, all full-time employees shall be provided a One Hundred Twenty-Five (\$125.00) Dollar cleaning allowance. No full-time employee with less than six (6) months seniority at the time of payment shall be entitled to the allowance.

ARTICLE XVI
WAGES

16.1 Wages.

	<u>Effective</u> <u>1/1/91*</u>	<u>Effective</u> <u>1/1/92</u>	<u>Effective</u> <u>7/1/92</u>	<u>Effective</u> <u>1/1/93</u>	<u>Effective</u> <u>7/1/93</u>
Start	16,040	16,361	16,668	17,022	17,362
6 Months	16,539	16,870	17,207	17,552	17,903
1 Year	17,040	17,381	17,729	18,083	18,445
1.5 Years	17,541	17,892	18,260	18,615	18,987
2 Years	18,043	18,403	18,772	19,147	19,530
2.5 Years	18,544	18,915	19,293	19,679	20,072
3 Years	19,045	19,425	19,814	20,211	20,615
3.5 Years	19,546	19,937	20,336	20,743	21,157
4 Years	20,047	20,448	20,857	21,275	21,700

* A \$100 signing bonus will also be paid upon final ratification.

16.2 Shift Differential. Employees regularly scheduled to work the second shift shall receive a shift differential of ten cents (\$.10) per hour for work on second shift.

16.3 Reporting Pay. Any employee called in to work on his/her day off or prior to the commencement of his/her shift on a work day shall be guaranteed a minimum of two hours pay at time and one-half (1 1/2).

ARTICLE XVII
HEALTH

17.1 Annual Physical Examinations. All employees may be required to submit to a physical examination. The cost of the physical examination shall be borne by the Employer. The employee shall be allowed to see the results of the physical examination. The Employer may require an employee to sign a waiver in order that a copy of the physical examination be provided by the doctor to the Employer.

17.2 Mandatory Leave. Where an employee's physical or mental condition reasonably raises a question as to an employee's capability to adequately perform his job, the Employer may require the employee involved to take a sick leave of absence up to three (3) working days. If the employee's condition is such that a leave of absence of more than three (3) working days is deemed necessary by the Employer, the employee may be required to take a physical or mental examination and, if cause is found, the employee may be placed on extended medical leave.

17.3 Medical Dispute Resolution. Before an employee who is absent from his or her duties for five (5) consecutive workdays returns to work, he shall satisfy the Employer he is fit again to perform his duties. In the event the Employer is not satisfied with the determination of the employee's treating physician, the Employer may have the employee examined by a doctor of their own choosing and at their own expense. If the dispute still exists, final resolution, binding on both parties, shall be rendered by a third physician chosen by the prior two. The determination rendered by the third physician shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XVIII PENSION

18.1 Pension. The retirement system benefits provided for the employees under MERS shall be continued during the life of this Agreement.

ARTICLE XIX MISCELLANEOUS

19.1 Bonds. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premium shall be paid by the County.

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

19.3 Gender. The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun the plural, unless the context clearly requires otherwise.

19.4 Veteran's Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status in the Employer's answer in Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject to any arbitration proceeding. Any veteran whose grievance claim is withdrawn by the Union prior to selection of an arbitrator shall have the right to reinstate his veteran's

preference claim within five (5) working days after receipt of notice of the Union's determination to withdraw the grievance.

ARTICLE XX WAIVER

20.1 Waiver Clauses. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI DURATION

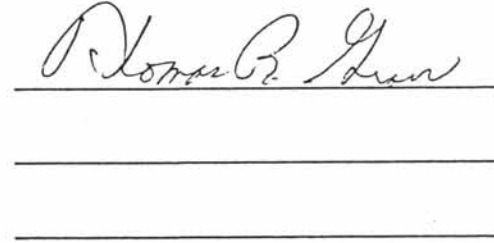
21.1 Termination. This Agreement shall remain in full force and effect from January 1, 1991, to 11:59 p.m., December 31, 1993. One hundred and twenty (120) days prior to expiration, either party may serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof. If either the Union or the Employer gives the notice specified in this Section, negotiations with respect to such

modifications shall commence, if possible, ninety (90) days prior to the Agreement's expiration, but in any event not later than sixty (60) days prior to expiration.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



ISABELLA COUNTY BOARD OF
COMMISSIONERS

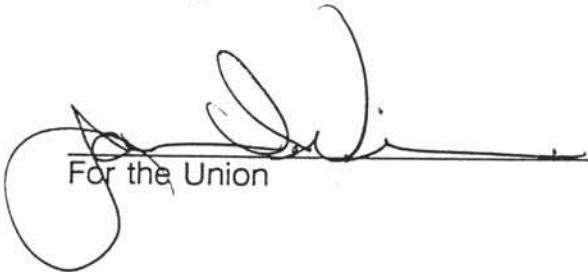


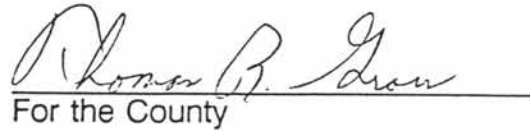
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LETTER OF UNDERSTANDING

It is hereby agreed and understood that, for purposes of Article VIII, Seniority, persons hired into the bargaining unit from either the City of Mt. Pleasant or the Isabella County Sheriff's Department shall have the following seniority dates.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.


For the Union

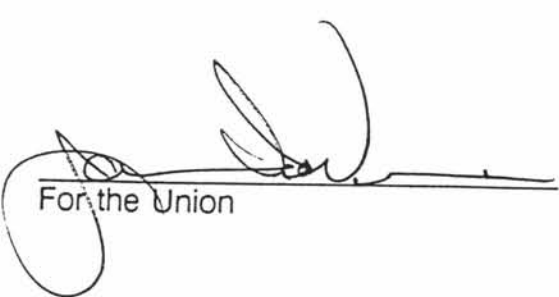

For the County

LETTER OF UNDERSTANDING

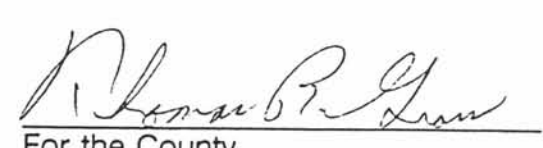
It is hereby agreed and understood that, for purposes of Personal Days in accordance with Article XI, Section 11.7, the following will apply:

1. All non-probationary employees (one year seniority) will be granted three (3) personal days each year on their anniversary date. Probationary employees shall be granted one (1) personal day to be used during the probationary period.
2. A personal day shall equal twelve (12) hours.
3. During the first year of the contract, commencing with the first full week following final Ratification, all non-probationary employees will receive .46 hours of personal leave per pay period until they reach their anniversary date. This will represent the additional 12 hours of personal leave granted by the new contract pro-rated over a year. On their anniversary date, each non-probationary employee will be granted 36 hours of personal leave.
4. Personal days must be used within twelve (12) months of the date they are credited. For example:

Employee "A" has her anniversary date on 7/1/92 and the contract implementation date is 1/1/92. On 7/1/91 she was granted 24 hours of personal leave. On the contract implementation date she will receive .46 hours of personal leave for each pay period until the pay period in which her anniversary date falls. On that pay period she will receive 36 hours of personal leave to be used in the next 12 months.



For the Union



For the County

COUNTY DRUG TESTING POLICY

A. DESCRIPTION

This directive outlines the procedures relating to administration of the County's Drug Testing Policy.

B. POLICY

The County cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol. With the abuse of legal drugs or alcohol, constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal County benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use or possession of illegal drugs or drugs which have not been legally obtained by the employees is prohibited. Arriving for work under the influence of drugs or alcohol to the extent that job performance is adversely affected is also prohibited. In such cases, disciplinary action, up to and including termination, is warranted and will be imposed.

It is the intent of the County, however, to encourage and assist such employees in treatment or rehabilitation whenever appropriate.

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

C. PROCEDURE

1. Testing of employees shall be conducted only under the following circumstances:
 - A. When an employee's supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the employee is on drugs or alcohol (e.g., slurred speech, alcohol on breath, inability to walk a straight line, etc.).

- B. When an employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found to have been bought.
 - C. Following a serious accident or incident on the job where, in either case, safety precautions were violated or unusually careless acts on the job were performed.
 - D. As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the employee.
 - E. Routinely to all job applicants to whom a job offer is being considered within the bargaining unit.
2. An employee ordered to submit for testing shall be informed of the underlying reasons why he is being ordered to submit the specimen. In situations covered by collective bargaining agreements, individuals shall have the right of Steward representation consistent with the applicable collective bargaining agreement. The reasons shall be documented in writing prior to the test results being known with a copy furnished to the employee within forty-eight (48) hours. If the employee refuses or fails after a three hour period to submit to testing, he shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.
3. The supervisor requesting the test shall fill out the designated Form A.
4. For urine testing, the urine specimen shall be obtained from the employee as follows:
- A. The employee shall be escorted to the bathroom or other appropriate area (Med-1).
 - B. The supervising officer (or designated medical personnel) shall hand the employee the specimen bottle, labeled with the employee's name, the date, name of staff witness, and any other relevant identifying information. This information shall be typed or written in indelible ink.
 - C. The supervising officer (or designated medical personnel) shall personally watch the employee to insure that the employee submits an unadulterated urine specimen in the specimen bottle provided, by witnessing the employee urinate into the bottle or take other

precautions. The foregoing shall be conducted by staff of the same sex, in private, and outside the presence of other employees if conducted within County facilities. Employees will be required to indicate to the Employer the types of prescribed or over the counter drugs they are taking prior to the test.

- D. If the employee is unable to provide a urine specimen immediately, he shall be detained until he is able to provide a urine specimen. Employees unable to provide a urine specimen within three (3) hours of being ordered to do so shall be considered to be refusing to submit the specimen.
- E. After the bottle is filled, the supervising officer (or designated medical personnel) must not lose sight of it or compromise such other precautions as may have been taken until he obtains it from the employee.

For the testing of alcohol, an alternative method of testing (e.g., breathalyzer or blood sample) will be utilized.

- 5. The officer or designated medical personnel witnessing the test by the employee shall then make the appropriate notation on the designated Form A. If the employee is unable within three (3) hours of being ordered or if the employee refuses to submit to the test, this fact shall be noted on Form A.
- 6. The urine specimen shall be forwarded to a contract laboratory for testing and process as follows:
 - A. The specimen shall be placed in a secured freezer, if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation on Form A. The number of persons handling the specimen should be minimized.
 - B. For applicants to positions within the bargaining unit, the Enzyme Multiplied Immunoassay Technique (EMIT) shall be performed. In the event that the test is positive, an applicant may request at applicant's cost the sample be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If this test is negative, the applicant will be reimbursed.

For all tests, the lab shall be instructed:

- 1) To freeze all specimens yielding positive results.

2) To return the Form A, the Lab Report and any printouts showing positive results.

C. For employees, the EMIT test shall first be performed and if positive results obtained, confirmatory testing using the GC/MS test shall be performed.

7. Reporting of results: Form A, together with all printouts of positive results and any lab reports, shall be forwarded to the County Administrator who will be responsible for interviewing the employee regarding the results.

D. CONFIDENTIALITY

The County Administrator will be designated to receive any positive reports. He will notify medical and other members of the County strictly on a need-to-know basis.

No laboratory reports or test results shall appear in a personnel folder. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel folder to show that this information is contained elsewhere.

E. USE OF RESULTS

1. The detection of the use of any illegal drug may be grounds for immediate dismissal. The employee, however, should have every opportunity to explain the presence of any drug in his system, and if need be, substantiate his explanation with medical evidence.
2. Obviously, the presence of a drug such as phencyclidine (PCP) is self-explanatory. However, the use of prescribed drugs could be an indication of a possible health problem and a close look will be given to the employee's job responsibilities and whether the use of these drugs poses a potential hazard to himself, his fellow employees or the general public.
3. In keeping with County policy, every effort should be made to assist the employee to deal with his problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the employee's position, then appropriate disciplinary action shall be instituted.