

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE EATON COUNTY BOARD OF COMMISSIONERS
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
CENTRAL DISPATCH NON-SUPERVISORY UNIT**

November 18, 2020 - September 30, 2021

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AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between the EATON COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer", and the POLICE OFFICERS ASSOCIATION OF MICHIGAN, CENTRAL DISPATCH NON-SUPERVISORY UNIT, hereinafter referred to as the "Union."

WITNESSETH

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1956 and Act 336 of the Public Acts of 1947, as amended, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees in the job classification of Public Safety Telecommunicator, and have agreed as follows:

ARTICLE 1
RECOGNITION

Section 1. Collective Bargaining Unit. The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Union as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy, any of the job classifications set forth in Appendix "A", attached hereto.

Section 2. Other Agreements. The Employer shall not enter into any agreement with one or more of the employees in the bargaining unit or with any other organization which in anyway conflicts with the provisions hereof, however the parties may enter into written letters of understanding if properly authorized by their respective agents.

ARTICLE 2
BARGAINING COMMITTEE

Section 1. Bargaining Committee. The Employer agrees to recognize not more than two (2) individuals designated as the Bargaining Committee. The Bargaining Committee members shall be permanent employees in the bargaining unit and shall have been employed in the unit for at least one (1) full year. The Union retains the right to have up to two (2) non-employee representatives.

The Union shall furnish the Employer in writing a list of its designated Bargaining Committee.

Section 2. Computed As Hours Worked. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would have otherwise worked on a regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the bargaining committee member.

ARTICLE 3
UNION SECURITY AND CHECKOFF

Section 1. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

Section 2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Section 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, Michigan, 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 4. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

Section 5. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Section 6. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

ARTICLE 4
RIGHTS OF THE BOARD

Section 1. Management Rights. The management of the business of the Central Dispatch Department is vested exclusively in the County, and the County reserves to itself all management functions including full and exclusive control of the content of work and the direction and supervision of the operation of the Central Dispatch Department business and of the employees of the County.

Section 2. Enumerated Rights. This shall include, among others, the right to hire new employees, to direct the working force, to discipline, suspend, discharge for just cause, to establish classifications, layoff employees because of lack of work, or for other legitimate reasons, to combine or split up departments, to make reasonable rules and regulations not inconsistent with the provisions of this Agreement; to decide on the functions to be performed and what work is to be performed by the County or outside agencies, to subcontract, if necessary, or to establish standards of quality, all of which shall be subject to the applicable express provision of this Agreement.

Section 3. Not Inclusive. The above rights are not all inclusive, but are merely an indication of the type of matters or rights which belong to and are part of the management of the business of the County and the Central Dispatch Department.

ARTICLE 5
SALARIES

Section 1. Schedule. Effective November 18, 2020, up to and including September 30, 2021, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect.

Section 2. Payroll Errors. Employees must report all payroll errors to the Controller's Office by the end of the second business day following the payday (excluding Saturdays, Sundays and Holidays). If the payroll error was the result of payroll processing and the error is greater than three (3) times the employee's hourly rate, a special paycheck will be issued as soon as possible. If the error was the result of employee negligence, such as not recording work hours properly, not getting appropriate signatures or correct notations on the time card or not reporting the error by the end of the next business day, the error will not be corrected until the employee's next regularly scheduled paycheck.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. Definition. For the purpose of this Agreement, the term "Grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement, or the Rules and Regulations of the Central Dispatch Department.

Section 2. Grievance Content. All grievances shall be in writing and shall include time, date, alleged contractual violation(s) or written rule(s) or regulation(s) that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the grievant and/or Union representative.

Section 3. Time Limits. The time limits established by the grievance procedure shall be followed by the parties and may only be extended by mutual agreement in writing.

Section 4. Forfeiture. In the event a grievance is not timely filed or advanced from one step of the grievance procedure to the next, the grievance will be considered as permanently denied or settled on the basis of the Employer's last answer. Failure of the Employer to respond to a grievance at any stage, within the time limits specified shall be considered a denial of the grievance and the grievance may be processed to the next step, including arbitration, provided the grievance is advanced timely from the last day that the Employer's answer was due.

Section 5. Day Defined. Whenever "day" is used, it shall mean the days of the week, Sunday through Saturday.

A day shall constitute an entire twenty-four (24) hour period.

Section 6. Signed Resolution. The Grievance Procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance. This final answer shall be signed by all parties involved or a Union representative of the parties involved.

Section 7. Steps of the Grievance Procedure.

STEP 1: The aggrieved employee and/or Union, shall submit any grievance in writing to the employee's immediate supervisor within seven (7) days after the grievance might reasonably have become known to exist. If the grievance is not signed by a Union representative, the Central Dispatch Supervisor shall provide a representative with a copy.

The immediate supervisor will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The immediate supervisor shall give a written answer to the aggrieved employee and/or Union steward within seven (7) days of his receipt of the complaint.

STEP 2: If the answer of the immediate supervisor in Step 1 is unsatisfactory to the grievant and/or Union, the grievant and/or Union may, within seven (7) days of receiving the answer in Step 1, and not thereafter, advance the grievance in writing to the Central Dispatch Director or the Assistant Central Dispatch Director. The Central Dispatch Director, or the Assistant Central Dispatch Director, will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Central Dispatch Director or the Assistant Central Dispatch Director shall schedule and hold a meeting or give a written answer to the grievant and/or Union within five (5) days of his receipt of the complaint. If a meeting is held, the answer is due within seven (7) days after the date of the meeting.

STEP 3: If the answer of the Central Dispatch Director and/or the Assistant Central Dispatch Director in Step 2 is unsatisfactory to the grievant and/or Union, the Union may, within seven (7) days of receiving the answer in Step 2, and not thereafter, advance the grievance, in writing, to the Grievance Board.

The Grievance Board will be composed of the Controller and/or his representative and two (2) representatives of the Board of Commissioners. A representative of the Grievance Board will acknowledge receipt of the grievance with a signature and by entering the time and date received.

The Grievance Board shall meet within fourteen (14) days of the receipt of the grievance at Step 3. Both the Employer and Union retain the right to be represented by an outside representative at the Grievance Board.

The Grievance Board shall hear the matter and attempt settlement of said grievance. The Grievance Board shall give a written answer to the Union within fourteen (14) days of the Grievance Board meeting.

STEP 4: Arbitration/Powers of the Arbitrator. If the answer of the Grievance Board in Step 3 is unsatisfactory and the Union wishes to carry the grievance further it must, within thirty (30) days notify the Employer, in writing, that it elects to take the matter to arbitration and simultaneously advance the matter to arbitration under the rules of the American Arbitration Association.

(a) The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement, or the Rules and Regulations of the Central Dispatch Department.

(b) The arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and

direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

(d) Each party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the case.

(e) The Arbitration Association's administrative fee and other charges as well as the arbitrator's charges for his services and expenses shall be shared equally between the Employer and the Union.

(f) The arbitrator's decision, on the arbitrable matter within his jurisdiction, shall be final and binding upon all parties.

(g) Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.

ARTICLE 7
DISCIPLINARY ACTION

Section 1. Governing Procedures. In any case where disciplinary action may be taken, the procedures set forth in the Rules of the Eaton County Central Dispatch Department, as amended from time to time will be followed, except as modified by this Article.

Section 2. Charges. After the appropriate investigation has been completed, any charges resulting in discipline or discharge shall be reduced to writing and a copy shall be furnished to the employee against whom the charges are brought. A copy of all discipline shall also be furnished to the Division President. Such discipline shall include, and is not limited to, documented oral warnings and written warnings. Such discipline shall be maintained by the Division President in a confidential file and only be used for official Union business.

Section 3. Specific Section. Such charges and specifications shall cite the specific section of Rules and Regulations and/or appropriate law or ordinance, which the member is alleged to have violated.

Section 4. Statements. No employee shall be required to be questioned or to make any statements concerning the alleged offense prior to consultation with a Union representative; provided that a statement may be required, or an employee may be questioned within twenty-four (24) hours (one day) unless a Union representative is not available, then his statement would be required, or he may be questioned with forty-eight (48) hours (two days) of the request for a statement. After such time, a statement may be required, or the questioning may take place, with or without representation.

Section 5. Representation. At the time the discipline is imposed, the employee against whom the charges have been made, may be represented by a Union Representative.

Section 6. Past Infractions In imposing any discipline on a current charge, the Employer will not base his decision upon any prior offenses which occurred more than eighteen (18) months previously unless directly related to the current charge.

Section 7. Lost Pay or Discharge Grievance. An employee who receives disciplinary action resulting in lost pay or is discharged may file a grievance beginning at Step 3 of the Grievance Procedure. All other grievances concerning discipline may be filed at Step 2 of the Grievance Procedure.

Section 8. Discipline Absolute. If an employee who is disciplined fails to file a grievance within the time specified in the Grievance Procedure or if, upon the hearing of his grievance, he is found to have been properly disciplined, then his discipline shall be absolute as of the date of his discipline.

Section 9. Back Wages. If it is found that the employee should not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Union and the employee's payroll and personnel records shall be adjusted accordingly. If the employee is exonerated of the charges causing the suspension, he shall be compensated for all back wages due to the suspension. Such wages shall be based on regular base pay hours and not include overtime, except for wage adjustments under FLSA related to the adoption of the twelve (12) hour shifts.

Section 10. New Hire Probationary Employees. New hire probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action except as provided for in the Department Rules and Regulations. Such employee shall not be entitled to a Union Representative.

Section 11. Just Cause. All disciplinary action will be for just cause.

Section 12. Personnel Files. An employee shall have the right to review his personnel file at any reasonable time and may place written statements in his personnel file pursuant to Act 397, Public Acts of 1978, and as amended.

Section 13. Suspension. The Employer reserves the right to suspend employees. This suspension may take the form of a suspension from regular duties and temporary assignment to other duties, suspension from all duties with pay, or suspension from all duties without pay. Prior to the resolution of a disciplinary case at the departmental level, suspension without pay will only be used in cases where the Employer, within its sole discretion, feels the circumstances are of a serious nature.

ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 1. Hours of Work. The Employer shall have the following rights:

(a) To schedule the work of unit employees to meet the needs of the Central Dispatch Department. General shift changes and rotations will be posted at least one (1) month in advance.

(b) To establish shift starting and quitting times. The Union will be notified in advance of general changes in starting and quitting time.

(c) To change the number of hours which comprise the normal workday or shift, and the number of days or shifts which comprise the normal workweek, including the right to change the number of days off during any particular period of time.

(d) To require overtime work.

(e) To schedule on a biweekly basis, i.e., 80 hours of work in a two-week period.

Section 2. Shift Selections. The Employer will permit employees that have completed their probationary period to indicate a preference for shift assignments.

Employees will be scheduled for shift assignments on the basis of preference, according to departmental seniority, except where operational requirements of the department preclude such assignments. For each pick, employees will have three (3) of their regularly scheduled work days to submit their requests. If an employee does not submit within three (3) of their regularly scheduled work days, the Employer may bypass to the next employee in seniority order and continue down the list.

Shift selections will be conducted in as close to 6-month intervals as will facilitate an orderly procedure by which the selections may be processed in advance. Shift rotations will be on a quarterly basis.

Section 3. Schedules of Work.

(a) Employees will be given reasonable notice of any individual shift changes.

(b) Subject to the provisions of Section 14 below, employees will not be regularly scheduled with less than ten (10) hours between shifts. Subject to the provisions of Section 14 below, if an employee is ordered to work a schedule with less than ten (10) hours between shifts, in violation of the intent of the above sentence, he shall be paid time and one half for such hours between shifts.

(c) Employees may trade scheduled work days with other employees upon prior approval of the Employer or immediate Supervisor, provided such trades do not result in overtime payment for either employee.

(d) Employees shall not work more than seven (7) consecutive days. For purposes of this section, a work day shall not include meetings or training of three (3) hours or less.

Section 4. Pass Days.

(a) Employees receive pass days in lieu of weekends off. In a calendar year there are fifty-two (52) Saturdays and fifty-two (52) Sundays for a total of one hundred four (104) weekend days. Additionally there are twelve (12) holidays recognized in this contract. This is a total of one hundred sixteen (116) days which an employee who works a Monday-Friday schedule would normally be off work each year. The Employer's right in Section 1 to change work schedules is expressly limited to schedules which normally allow a total of at least one hundred sixteen (116) days off per year. Permissible examples, assuming twelve (12) holidays (this list is not all inclusive):

- (1) Five (5) workdays per week plus twelve (12) days off for the twelve (12) recognized holidays. The workday shall be eight (8) hours including a one-hour unpaid meal period. A paid meal period may be granted by the Employer for an employee working on a continuous assignment.

- (2) Four (4) ten-hour days and three (3) days off and no extra time off for holidays. The workday shall be ten (10) hours including a paid meal period.
- (3) Six (6) twelve-hour days, plus one (1) eight-hour day within a fourteen (14) day period with no extra time off for holidays. The work days shall be twelve (12) hours or eight (8) hours including a one-half hour paid meal period.

(b) The preceding paragraph (a) is subject to the minimum requirement that each employee shall receive eight (8) pass days (i.e. days off) during each twenty-eight (28) day pay period.

(c) The preceding paragraph (a) is also subject to the requirement that no employee shall be regularly scheduled for more than twelve (12) hours per day.

(d) Additional pass days shall not be granted if an employee works on a pass day or a holiday and is compensated accordingly.

Section 5. Lunch Periods and Rest Breaks. Members of the bargaining unit shall receive two (2) fifteen-minute paid rest breaks and a thirty-minute paid lunch period during each scheduled workday subject to the provisions of (4)(a) (1). The Employer and the employee both recognize that due to the responsibilities of the assignment, it is not always possible to take the rest breaks and lunch period at a convenient or set time. However, members are encouraged to take their rest breaks and lunch periods when possible. If an employee's lunch break is interrupted, he may have a rest break later in the day to make up the interrupted lunch period.

Employees will take their rest breaks and lunch periods in the employees' assigned work area. Rest breaks and lunch periods not taken will not accumulate.

Section 6. Overtime. An employee covered by this Agreement who is required by the Department to work time in excess of his regular scheduled hours in any scheduled pay period shall receive additional pay at the rate of time and one-half (1 1/2) his hourly rate (salary divided

by 2080 hours) for all such hours. All overtime for the twelve (12) hour shift employees above eighty (80) hours in a pay period or forty-four (44) hours in the FLSA week shall be based on the hourly rate of the eight (8) hour shift schedule.

(a) Nothing herein shall prohibit the employee from electing to accept compensatory time off in lieu of overtime pay which is also earned at one- and one-half times the hours worked.

(b) Such compensatory time must be taken in at least one quarter (1/4) hour increments at a time mutually agreeable to the Employer and the employee. Denial of a compensatory time off request can be grieved through Step Three only. The Employer shall make a reasonable attempt to grant an employee's request. The Employer may, but is not required to, utilize overtime to cover the absence.

(c) Such compensatory time may be accumulated to a maximum of one hundred and sixty (160) hours. Accumulated compensatory time may be paid to an employee, minimum of forty (40) hours, upon written request by the employee. Such written request must be received by the Employer at least two (2) weeks prior to the appropriate pay period. Unused compensatory time shall be paid to the employee upon separation or retirement. Payment to the employee under this provision may not occur more than once in any calendar quarter (January – March; April – June; July – September; October – December).

(d) The Employer shall post and maintain a scheduled and unscheduled Overtime list. Overtime will be considered to be scheduled if it is scheduled at least forty-eight (48) hours prior to the start of the employee's regularly scheduled shift. Unscheduled overtime will first be made available for volunteers. Should no volunteers come forward, overtime will be filled by

extending short days, if applicable, and forced based on lowest seniority and availability to work in accordance with Article 8, Section 3(b) and (d).

Section 7. No Pyramiding. There shall be no pyramiding of overtime or premium pay. Hours paid for at overtime or premium rate shall not be used again in the computation of other overtime compensation. If more than one (1) type of overtime or premium compensation is applicable to the same hours of work, the higher rate of compensation shall apply.

Section 8. Temporary and Special Assignments.

(a) Temporary Assignments. If an employee is temporarily assigned to fill a vacant supervisory position, the employee will be paid at the level of the supervisor's pay scale that represents at least a five percent (5%) increase over their current pay scale for all assigned hours worked. The Employer shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When the vacant supervisory position is no longer temporary, but permanent, the Employer shall follow the Rules and Regulations currently used by the Central Dispatch Department to fill the permanent vacancy.

(b) Training Assignment. Any employee who has been designated by the department as a trainer and is actively training a probationary employee shall receive an additional compensation equivalent to two (2) hours pay per shift for each shift assigned to that duty.

Section 9. Changes in Workweek/Workday. All changes, pursuant to Section 1(c) in the workweek or workday or any change involving a combination of the length of workday or workweek will be discussed with the Union before the change is implemented.

Section 10. Call Back. If an employee is called back to work during scheduled off duty time, he will be compensated for a minimum of two (2) hours at the applicable rate unless such call back shall extend past two (2) hours in which case he shall be paid for all hours or portion thereof worked. Provisions of this section are not applicable when call back works into the start of an employee's regular shift. In this case, overtime will be paid.

Section 11. Authorization of Overtime/Call Back. Overtime and call back must be authorized by the Employer or its designated representatives before it will be paid.

Section 12. Layoff in Lieu of Reduced Hours. An average of forty (40) hours of work per week shall be maintained if possible. If necessary, junior employees will be laid off so that senior employees may maintain an average of forty (40) hours of work per week unless agreement to the contrary is reached by a special conference, which may be initiated by either party.

Section 13. Inclement Weather/Act of God. Any employee who is scheduled for, and works, an entire regularly-scheduled shift, all or some of which is during the twenty-four (24) hour period in which, as a result of inclement weather or other Act of God, the County offices are closed for a full day by order of the Chairperson of the County Board of Commissioners, shall receive eight (8) hours of pay at his or her regular, straight-time rate of pay, which pay shall not be included in his or her regular rate of pay for overtime purposes.

Any employee who works overtime on an Act of God day shall be paid in accordance with this Section, and not at his or her overtime rate, for the actual overtime hours worked on the Act of God day.

ARTICLE 9 **SENIORITY**

Section 1. Definition.

(a) County Seniority. County seniority is defined as continuous length of service with the Employer from date of last hire. It shall be equal to the time actually spent on the active payroll, plus approved leaves of absence unless otherwise provided in this Agreement. A permanent full-time employee will begin to accumulate seniority upon the expiration of his probationary period, at which time his name will be placed on the seniority list as of his last date of hire as a full-time employee of the Department. County seniority shall be used for determining vacation leave accrual, longevity, and pension credits.

(b) Departmental Seniority. Departmental seniority shall be defined as continuous length of service within the bargaining unit. It shall equal the time actually spent in the bargaining unit on the active payroll, plus approved leaves of absence, unless otherwise provided in this agreement.

Section 2. Seniority List. A seniority list shall be prepared, and a copy posted on the bulletin board. It shall be revised and kept current by the Employer.

Section 3. Loss of Seniority. Seniority shall be lost, and the employment relationship shall end under the following conditions:

- (a) By quit or discharge for cause.
- (b) Failure to return to work upon recall from a layoff.
- (c) Failure to return to work at the expiration of a leave of absence.
- (d) Laid off for more than two (2) years or the length of his seniority, whichever is less.
- (e) Retirement.

The seniority of an employee that has been lost under the above provisions may be restored in full or in part by mutual agreement between the Employer, the employee, and the Union.

Section 4. Probationary Employees. All new employees and current employees that have been hired into a new classification shall be on probation for one year. During this period, an employee shall be considered as a temporary employee for the purposes of probation.

Until a new employee has completed the probationary period described herein, he may be laid off, disciplined, or discharged without regard to this Agreement and without recourse to the Grievance Procedure. The Employer shall have no obligation to re-employ an employee who is laid off or discharged during his probationary period. The Union will only represent such employees for the purpose of collective bargaining in respect to their rates of pay, hours and other conditions of employment.

Section 5. Seniority Employees Promoted Outside the Bargaining Unit. If an employee is promoted outside this bargaining unit and returns, after continuous service in Central Dispatch, the employee shall only retain his seniority previously earned in this bargaining unit.

Section 6. Same Seniority Date. As between two (2) or more employees who have the same date of departmental seniority, the employee with the longer County seniority shall be deemed senior. If both departmental seniority and County seniority are the same, then seniority shall be determined by the overall score as determined by the hiring process or in the case of a tie by the drawing of names.

ARTICLE 10
UNPAID LEAVES OF ABSENCE AND SICK PAY

Section 1. Good Cause. Leaves of absence may be granted by the Employer for good cause, during which the employee shall continue to accumulate seniority.

Section 2. Military Leave of Absence. Application for military service leave of absence shall be made to the Central Dispatch Director in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employees departure. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States and of his re-instatement thereafter shall be governed by applicable statutes. An employee in military service shall retain any unused sick leave or vacation time accrued and rights under such provisions shall be governed by applicable Federal and State Law.

Section 3. Other Leaves. Leaves for sickness, disability, or injury of an employee other than those governed by Workers' Compensation or covered under the Employer's sickness and accident program may be granted upon receipt of notice by the Employer and will be for a fixed period with the obligation on the employee to report any change of conditions or request a continuation.

Employees requesting such leave or continuation of same, within reasonable limits may be requested to present a supporting certificate from a Physician. An employee returning from such leave may be required to pass a physical examination given by a Physician approved by the Employer.

Section 4. Sick Pay.

(a) Employees Hired After January 1, 1990. All full-time unit employees shall be eligible to accumulate sick leave hours at the rate of 3.0 hours per pay period for each completed

eighty (80) hours of service (pro-rated for pay periods with less than eighty (80) hours of completed service). Paid sick leave may be accumulated to a maximum of five hundred (500) hours. Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated for to the employee once a year at their current rate of pay. Such compensation will be made on the first pay day in December.

Any employee who retires and is immediately eligible for retirement benefits as defined by the Municipal Employees' Retirement System shall be paid for only fifty percent (50%) of their accumulated sick leave hours. In the event of the death of a non-probationary employee, the designated beneficiary shall receive fifty percent (50%) of their unused sick leave hours in a lump sum payment. The amount for each such hour being paid for will be based upon the employee's most recent rate, or an average of their recent five (5) year pay rate, whichever is higher.

(b) Critical Illness in Family. It is understood that accumulated sick leave may be used in cases of critical illness in an employee's immediate family for a period of three (3) days or less. "Immediate Family" is defined as the spouse, child, brother, sister, parents or grandparents of the employee or the employee's spouse. An employee who uses sick leave days for any such critical illness shall notify the Employer in advance of taking such leave and shall upon request furnish reasonable proof of the necessity of such leave.

(c) Sick leave shall not run concurrently with vacation leave and no sick leave shall be taken as vacation leave.

(d) It is clearly understood that sick leave days are meant to compensate employees who are off work because of a bona fide illness or a bona fide critical illness in the immediate

family. The Employer shall not be required to pay sick pay benefits to employees who violate this understanding and such employees will be disciplined up to and including discharge.

(e) Except as provided otherwise in this Article, an employee excused from work under this Article shall receive sick pay for the number of regularly scheduled hours per day according to the work schedule the employee is assigned to at the time the sick day is used. Sick time shall not be used in less than one quarter (1/4) hour increments.

(f) The Employer may require verification, including a Physician's certificate to verify the necessity of sick leave and/or to verify that an employee is able to return to work.

- (1) In the event the employee utilizes sick leave, not supported by a Physician's certificate, in excess of seventy-eight (78) hours earned in a calendar year, the employee shall furnish a Physician's certificate to verify the necessity of the sick leave.
- (2) An employee who is sick and does not have accumulated sick leave hours accrued, may use compensatory time or vacation time in place of sick time if they furnish a Physician's certificate verifying the necessity of the sick leave.

Section 5. Family and Medical Leave. The Family and Medical Leave Act requires those Employers with 50 or more employees to allow employees to take an unpaid leave of absence for up to 12 weeks per calendar year (and under certain circumstances for up to 26 weeks). The leave may be taken for the birth of a child, placement of a foster care child in the employee's home, adoption of a child; to care for a seriously ill immediate family member; for the employee's own serious health condition; to address certain qualifying exigencies permitted when the employee's spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation; or to care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member

medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list. Immediate family members include child, spouse or parents. During an FMLA leave, the employee may not obtain any employment he or she did not have immediately before the commencement of the leave.

The employee must have worked the 12 months prior to the request for unpaid leave and must have worked at least 1250 hours in that 12-month period to qualify for this unpaid leave of absence. The employee is required to give a 30-day notice of their intent to use the leave, whenever foreseeable. The proper forms may be obtained from the Employer. In the event that the leave is being requested for the care of an immediate family member, it will be required to have a physician's statement certifying the necessity for such leave. In the event that the leave is for the birth of a child, any time off under the County's Short-Term Disability Plan is included as part of the 12 weeks allowed under the Family and Medical Leave Act.

Although the law indicates that an employee is entitled to a 12-week unpaid leave of absence, the County has the right to, and may require its employees to use their accumulated sick leave (where applicable) or annual leave. However, this does not extend the leave beyond the 12 weeks.

The Employer is also required to continue all health insurances as though an employee is actively working for a maximum of 12 weeks. However, the Employer does have the right to collect premiums for the health insurances in the event an employee does not return to work at the end of their 12 week leave, unless medically not able to return.

ARTICLE 11
BEREAVEMENT PAY

Leaves granted under this section shall commence on or between the date of the death and the date of the funeral or memorial service.

In addition to bereavement leave, an employee may, with Director or Deputy Director's approval, use any accumulated leave time for additional approved time off as necessary. Employees may be required to provide documentation with regard to their bereavement leave, e.g., death certificate, funeral or memorial notice.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to five days off from regularly scheduled hours in the event of the death of the employee's current spouse, child, parent, or step-parent, including legal guardian.
- Employees are allowed up to three days off from regularly scheduled hours in the event of death of the employee's sibling, grandparent, grand child or current in-law.
- Employees are allowed to take the day of the funeral off in order to attend the funeral of all other relatives upon receiving prior approval of the Director or Deputy Director, with such time deducted from the employee's accumulated leave time.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of a current employee of the County within their office, provided such absence from duty will not interfere with normal operations of the office.

ARTICLE 12
HOLIDAY PAY

Section 1. Recognized Holidays. The following days shall be considered Holidays for the purpose of this Agreement:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day*	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

*Observed on the last Monday in May.

Section 2. Ten-Hour Schedule/Twelve-Hour Schedule. Employees covered by this Agreement scheduled pursuant to Article 8, Section 4(a) (2) and 4(a)(3) and whose shift begins on a holiday shall receive two (2) times his regular pay for all hours worked on that shift if they are required to work, and in fact do work, on such holiday.

Section 3. Five and Two Schedule.

(a) Employees covered by this Agreement scheduled pursuant to Article 8, Section 4(a) (1) shall receive holiday compensation for the above holidays according to the following:

- (1) If an employee is scheduled to work on one of the holidays listed above, the Employer reserves the right to give the employee the day off with pay in lieu of any other pay for this day.
- (2) If an employee is scheduled to work on one of the holidays listed above, and in fact does work on one of the holidays listed above, he shall receive two (2) times his regular pay for all hours worked on the holiday.
- (3) Employees Other Than Those Scheduled Monday through Friday. If an employee does not work on a holiday because the holiday falls on a pass day, he shall receive a compensatory day off at a time mutually convenient to both the employee and the Employer.

- (4) Employees Other Than Those Scheduled Monday through Friday. If an employee is not scheduled to work on a holiday because the holiday falls on a pass day, but is required to work or is called in to work he shall receive time and one half (1 ½) for all overtime hours worked on his pass day and shall also receive compensatory time off at a time mutually convenient to both the employee and the Employer for all hours worked on his pass day.

(b) Eligibility. In order to qualify for such holiday pay, each employee must work the full number of scheduled work hours on his last scheduled workday prior to each such holiday and the full number of scheduled work hours on his first scheduled workday after each such holiday.

An employee who fails to work the full number of hours on the first scheduled workday prior to or immediately after the holiday because of approved, paid for leave such as sick leave, vacation leave, bereavement leave, etc. shall receive holiday pay.

The requirement that employees work the day before and the day after the holiday may be waived by the Employer in its discretion providing that the employee must receive written permission to be absent prior to the holiday in order to be eligible for holiday pay.

Section 4. Pro-ration. Holiday pay shall be pro-rated to those employees only working part of the holiday for that part worked.

Section 5. Day of Celebration. The above holidays shall be observed on the same days as the Courthouse by employees scheduled to work according to Article 8, Section 4(a) (1).

The above holidays shall be observed on their traditional date of celebration by employees scheduled to work according to Article 8, Section 4(a) (2) and (3).

Section 6. Scheduled But Fails To Work. If an employee is scheduled to work on a holiday but fails to report for work, he shall forfeit his holiday pay.

ARTICLE 13
VACATIONS

Section 1. Hours Earned Each Payroll Period. Employees shall earn vacation with pay in accordance with the following schedule:

EIGHT-HOUR SCHEDULE

<u>Continuous Service</u>	<u>Hours Earned Each Payroll Period (80 Hours) of Paid Service</u>
0 through 4 years	4.00 hours = 2 weeks and 3 days/yr. = 104 hrs./yr.
5 through 9 years	5.54 hours = 3 weeks and 3 days/yr. = 144 hrs./yr.
10 or more years	7.07 hours = 4 weeks and 3 days/yr. = 184 hrs./yr.

TWELVE-HOUR SCHEDULE

<u>Continuous Service</u>	<u>Hours Earned Each Payroll Period (80 Hours) of Paid Service</u>
0 through 4 years	4.46 hours = 2 weeks and 3 days/yr. = 116 hrs./yr.
5 through 9 years	6.00 hours = 3 weeks and 3 days/yr. = 156 hrs./yr.
10 or more years	7.54 hours = 4 weeks and 3 days/yr. = 196 hrs./yr.

The above schedules shall take effect on January 1, 2016. Before that date, the schedule contained in the parties' collective bargaining agreement that expired on September 30, 2015 shall apply.

After an employee has completed four (4) years of employment, at the beginning of his fifth (5th) year, he will accrue 4.6 hours per pay period. When an employee has completed nine (9) years of employment, at the beginning of his tenth (10th) year, he will accrue 6.2 hours per pay period.

Vacation leave may not be used until the employee has completed six (6) months of continuous paid service with the Employer.

Vacation leave may be used only after the pay period in which it is earned.

No more than one (1) time per year, an employee may cash-out three (3) days of earned and unused vacation.

Section 2. Computation of Vacation Pay. Vacation pay shall be computed on the basis of the employee's current straight time rate at the time the vacation is taken.

Section 3. Maximum Accumulation/Separation. Vacation credits may be accumulated to a maximum of two hundred and forty (240) hours. Upon retirement or separation from employment with the Department, an employee who has completed six (6) months of continuous employment shall be paid for their unused vacation hours. In the event of the death of an employee who has completed six (6) months of continuous employment, their designated beneficiary shall receive their unused vacation hours in a lump sum payment. The amount for each such hour being paid for will be based on the employee's most recent rate, or an average of their most recent five (5) year pay rate, whichever is higher, up to a maximum payout of no more than two hundred and forty (240) hours.

Employees who leave or quit without giving at least two (2) weeks prior written notice shall forfeit and waive their right to any accrued vacation pay, unless there are extenuating circumstances.

Section 4. Scheduling. Vacations will be scheduled by the Employer at mutually convenient times subject to the need for having particular employees on particular jobs at particular times. Departmental seniority will be honored, to the extent possible, in meeting employee requirements for particular vacation periods, but departmental seniority shall defer, when necessary, to the Employer's needs. It is expressly understood that employees with more than two (2) weeks of vacation credits may be required to postpone the taking of more than two (2) weeks until other vacation requests are satisfied. Scheduling shall be arranged on or before a vacation posting date to be mutually determined by the parties.

Section 5. Method of Taking.

(a) Vacation hours shall be paid time off and vacation shall be taken in a minimum of one quarter (1/4) hour increments.

(b) If an employee schedules a vacation day or a vacation week, and one of those vacation days falls on a holiday, the employee shall receive an additional eight (8) or twelve (12) hour paid day off (depending on the normal shift of the employee). No employee may utilize a single vacation day for a holiday more than three times per calendar year. Such days must be scheduled with prior approval of the Employer.

(c) The vacation selections for the following calendar year will start right after the completion of the shift selection process in the preceding fall. Three rounds of vacation selections will be conducted in seniority order.

The first round will be considered the primary round and will be for submission of vacation requests of up to two (2) full calendar week blocks of vacation time. A calendar week is defined as Monday through Sunday. They do not have to be consecutive. The second round will be considered the secondary round and for submission of vacation requests for one (1) calendar week block. Employees may only request one (1) calendar week block of vacation during the second round of requests. The third round will be submission of vacations requests of single days or hours down to one quarter (1/4) hour increments. During the third round of requests, compensatory time may also be used in conjunction with a vacation request.

For each round, employees will have three (3) of their regularly scheduled work days to submit their requests. If an employee does not submit within three (3) of their regularly scheduled work days, the Employer may bypass to the next employee in seniority order and continue down the list.

After the second round, any new requests for vacation time will be accepted on a first come, first served basis. Denial of new requests can be grieved through Step Three only. The Employer shall make a reasonable attempt to grant an employee's request. The Employer may, but is not required to, utilize overtime to cover the request.

Employees may be forced to work on days preceding or following scheduled vacation day(s), except that employees cannot be forced to work any day in their primary or secondary calendar week blocks of vacation.

ARTICLE 14
INSURANCE AND PENSION BENEFITS

Section 1. Health Insurance - Current Employees.

(a) Coverage. The Employer shall continue to provide health insurance for each employee and his family. Coverage for eligible employees shall begin on the first day of the month following thirty (30) days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. Coverage ends upon an employee's separation from employment.

All eligible regular full-time employees shall be covered by a health insurance plan, which is currently the Blue Cross and Blue Shield of Michigan Community Blue 6 Plan, as attached hereto as Appendix C.

Effective as soon as practicable after the effective date of the new contract, the County shall offer, as an option, the Blue Cross/Blue Shield Community Blue 12/20% plan, with deductibles of \$1000/\$2000, 20% co-insurance, co-insurance maximums of \$2500/\$5000, \$20 OV, \$10/\$40/\$80 Rx.

The base health insurance coverage is BC/BS CB12, in which the employee will be automatically enrolled unless he or she elects the BC/BS CB6 Plan

The contract will be reopened solely for the purpose of negotiating employee health insurance for the 2020 medical benefit plan year.

An employee, whose spouse has comparable group health insurance from another source, must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$1,200.00 annually effective January 1, 2011. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided

by the Employer. When a spouse has coverage, as described above, any other eligible family members will be covered according to the Order of Benefit Determination Rules, i.e., coverage is the coverage plan of the parent whose birthday is earlier in the calendar year.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third-party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

(b) Premiums. The Board may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that PA 152 is repealed or declared unconstitutional or legally not effective by a court or administrative agency of competent jurisdiction, employees taking health insurance through the Employer shall contribute by payroll deduction on a monthly basis, 20.00% of the cost of such insurance (as determined by illustrative rates).

(c) Payment in Lieu of Coverage. A regular, full-time employee who is eligible for insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year, during the 30-day period prior to January 1st of each year. A waiver agreement drafted by the County shall be executed by the employee. In the event the employee elects to forego health insurance, the County shall pay the employee the amount of \$100.00 monthly (up to \$1,200.00 per year) directly as taxable compensation. The payment shall be made on a monthly basis, on the first payday of the month following coverage. New hires may opt for the health waiver upon hiring into the County.

The provisions of the sub-section (b) shall not apply to a husband and wife who are both employees of Eaton County. Those employees shall not be permitted to have double health insurance coverage.

An employee losing health insurance coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The employee shall be paid through the month in which they were covered under the waiver. Payment to be made the first payday of the month following coverage.

The employer agrees to provide for the continuation of health insurance on the same terms and conditions as applicable to members of the bargaining unit for the spouse and dependent (to the maximum age of 26) of a bargaining unit member killed in the line of duty for a period of five (5) years after the death of the bargaining unit member or, to the extent permitted by law, until another health insurance plan that is similar becomes available from another source.

Opt-out payments will also be conditioned upon compliance with the requirements of the Affordable Care Act for eligible opt-out plans.

Section 2. Health Insurance – Retirees. Employees Hired Prior to April 1, 2007.

(a) Eligibility. The Employer agrees to provide the same health insurance coverage referred to in Section 1 of this Article for all eligible employees with the Employer paying the appropriate hospitalization health insurance premiums. Retirees are required to apply for Medicare (Parts A and B) when they are eligible to do so. The County health care will supplement Medicare Parts A and B. An eligible employee is one who:

- (1) Has twenty-five (25) years of Municipal Employees Retirement System (MERS) service credit with Eaton County and is at least fifty-five (55) years of age; and has not had any lapse in group health coverage, or

Is retired due to duty disability as determined by MERS, or

- (3) Is an employee who retires with twenty-five (25) years of service (as defined in (2)(a)(1) above); and has not attained the age of fifty-five (55) and who maintains group health coverage. When said employee reaches age fifty-five (55), he becomes eligible for the Employer's paid group health coverage as provided herein, provided, the employee can document continuous group health coverage from the date of retirement. It is the expressed intent of the parties that years of service (25 years of Eaton County service) be rewarded.

(b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing comparable group health coverage, he must secure coverage from that group. The comparable coverage must also cost less than \$600.00 annually (\$900.00 effective January 1, 2009). (This amount shall be \$1,200 for those eligible retirees who retire on or after January 1, 2011). The retiree may then return to the Employer's group health coverage upon his separation from the other Employer.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third-party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has comparable group health insurance coverage from another source must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$600.00 annually (\$900.00 effective January 1, 2009). (This amount shall be \$1,200 for those eligible retirees who retire on or after January 1, 2011). The spouse may then be covered by the

Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer.

If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third-party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.

(d) Spouse Coverage.

- (1) An eligible employee may include health insurance coverage (as described in Section 1 (a) above) for his spouse under the following conditions:
 - (i) From the date of the employee's eligibility for paid health insurance for the initial twelve (12) month period, the Employer will pay 50% of the premium difference required to include the spouse with the employee paying the remaining 50% of the premium difference.
 - (ii) For the next twelve-month period, the Employer will pay for 60% of the premium difference required to include the spouse with the employee paying the remaining 40% of the premium difference.
 - (iii) For the next twelve-month period, the Employer will be responsible for paying 70% of the premium difference required to include the spouse with the employee paying the remaining 30% of the premium difference.
 - (iv) For the next twelve-month period, the Employer will be responsible for paying 80% of the premium difference to include the spouse with the employee paying the remaining 20% of the premium difference.
 - (v) For the next twelve-month period, the Employer will pay 90% of the premium difference required to include the spouse with the employee paying 10% of the premium difference.
 - (vi) The Employer will be responsible for the entire premium payments made thereafter.
- (2) An employee whose spouse is not immediately covered from the date of the employee's eligibility for paid health insurance because of alternate coverage as specified in (c) above, and who subsequently becomes eligible shall enter the Employer's payment schedule based on the date of the employee's eligibility for paid health insurance.

- (3) For all employees hired after June 1, 2001, spouses may continue to be covered by the Employer's health insurance plan at the employee's expense.
- (4) In the event of the employee's death, the spouse (at the time of retirement) may continue coverage as described in this Section at the Employer's expense. For all employees hired after June 1, 2001, the coverage shall be provided at the spouse's expense.
- (5) If an employee acquires a spouse after the effective date of retirement, this spouse may secure County health insurance coverage at the employee's expense. It is the intent of the parties that this option apply only to the first new spouse after retirement.

(e) Continuation of Employer's Group Health Coverage. Any employee who retires and is not eligible for health insurance coverage as described herein and (1) who is immediately eligible for retirement benefits under MERS or (2) is retired due to non-duty disability as determined by MERS may remain on the Employer's health insurance plan by paying the full amount of the premium on a pre-paid quarterly basis for a period of ten (10) years or when the employee is eligible for Medicare, whichever occurs first. Procedure for such payment will be established by the Employer.

(f) Payment in Lieu of Coverage. An employee that retires prior to January 1, 2021, and is also receiving payment in lieu of coverage under this section, shall continue to be eligible to receive the payment contained herein. That retiree shall have executed an affidavit prepared by the County to elect not to be covered by the health insurance provided under this Article. In the event that retiree elects to forego health insurance, the County shall pay an amount up to twelve hundred dollars (\$1,200.00) directly to them as taxable compensation. The payment shall be made on an annual basis, as soon as possible after the end of the calendar year. A retiree is eligible for full payment if they have been eligible for County paid health insurance for the prior twelve (12) month period. Employees who retire on or after January 1, 2021 shall not be eligible for payment in lieu of coverage upon retirement.

The provisions of this Sub-section (f) shall not apply to a husband and wife who are both retirees (or one employee and one retiree) of the County or of any of the Courts of Eaton County.

A retiree losing health insurance coverage from another source shall notify the County Personnel Department in time so that the retiree and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The retiree shall be paid a pro-rated payment. Said payment shall be based on the number of months of full-time service credited to a retiree from the preceding January 1. Payment shall be made as soon as possible after the end of the calendar year.

Retirees eligible for payment in lieu of health insurance and who become deceased shall have a pro-rated payment made to their beneficiary (as determined by MERS). Said payment shall be made as soon as possible after the retiree's death and shall be based on the number of months of full-time service credited to the retiree from the preceding January 1.

A retiree who obtains health insurance coverage from another source, and elects not to be covered by the County's health insurance shall be paid a pro-rated payment. Said payment shall be based on the number of months of full-time service credited to a retiree from the time they obtained the alternate coverage until January 1. Payment shall be made as soon as possible after the end of the calendar year.

(g) Health Care Saving Program. The County has established a Health Care Savings Program (HCSP) through the Municipal Employees' Retirement System (MERS). Any accumulated leave time available to be paid to an employee upon their separation from or retirement from the County may, at the employee's option, be converted into a HCSP in accordance with MERS Policy.

Section 3. Health Insurance – Retirees – Employees Hired After April 1, 2007. Any employee hired after April 1, 2007, will not be eligible for County paid retiree health insurance. The County has established a Health Care Savings Program (HCSP) through the Municipal Employees Retirement System (MERS). Employees will be required to contribute 1% of their salary into their HCSP, which will be a pre-tax deduction. In addition, the County will contribute an amount equal to 2% of the employee's salary into their HCSP. An employee is also able to contribute an additional portion of their salary into the HCSP over and above the mandatory 1%, up to 10%, which will also be a pre-tax deduction. The County will match the additional contribution by the employee for any amount over 2% and up to 4%.

Any money contributed by the employee, both on a mandatory or voluntary basis, will remain in the employee's account to use for allowable health related activities upon their retirement or termination of employment with the County. In the event of an employee's death, the vesting provisions described below shall apply to the funds in the employee's account. These funds shall remain available for use by the employee's spouse and/or legal dependents under the same terms and conditions for all other individuals enrolled in the County's HCSP. In the event the employee has no spouse or legal dependents, the County shall pay the appropriate amount to the employee's beneficiary in a lump sum payment.

The HCSP has a vesting period. If an employee terminates employment prior to 5 years of service, they will receive only their contributions. An employee with 5 years of service, but less than 10 years of service, shall receive both their contributions and fifty percent (50%) of the County's contributions upon their termination of employment from the County. An employee with 10 years of service or more shall receive both their contributions and the County's contributions upon their retirement or termination of employment from the County.

Any leave time accumulated, but not used (available), which is eligible to be paid to an employee upon their separation from or retirement from the County may, at the employee's option, be converted into their HCSP in accordance with MERS Policy.

Section 4. Dental Insurance. All regular full-time employees and their families are covered by a dental plan. Coverage for eligible employees will begin on the first day of the month following 30 days of continuous employment. Basic Dental Services (Class I) and Prosthodontic Dental Services (Class II) will be provided with the Plan paying 50% of claims up to a maximum of \$1,200 per covered person per year. The County shall pay the entire premium costs for this benefit.

If improved dental coverage is provided to any County employee, then bargaining unit members shall have the same coverage.

Section 5. Sickness and Accident Insurance.

(a) Coverage. The County provides S & A insurance coverage for all regular full-time employees. The coverage will be applicable to non-work-related disabilities (including pregnancies), as set forth in the Plan Document. The coverage is available only for employees who are temporarily disabled and have a physician's excuse indicating a projected return to work date. If an employee fails to return to work or returns to work from a disability leave and resigns prior to the completion of ninety (90) days of employment they shall be required to reimburse the County for any disability benefits received during their leave, unless the reason for not returning or not completing the ninety (90) day period is that the employee is eligible for another disability leave, workers' compensation or Family Medical Leave Act. During the time an employee is off of work on the Sickness and Accident Program, they shall have no other employment. The coverage shall provide the following:

66-2/3% of basic weekly earnings to a maximum to be determined annually by the Ways and Means Committee for 26 weeks maximum, commencing the first day of an accident and the eighth day of an illness. The employee must use accumulated leave time for the first forty (40) hours of the disability leave, regardless of whether the initial forty (40) hour leave period falls during a recognized holiday. Employees must complete the necessary Disability Leave Medical Form and Application prior to going off on disability unless it is an emergency leave (such as an injury that may have been caused as a result of a car accident or other unforeseen event). If the disability leave is an emergency, employees must obtain the necessary forms and complete and return to the Controller's Office. Minimally the Controller's Office must be notified in writing within 3 business days of the date the disability leave begins. If written documentation is not received within 3 business days, the disability leave will begin the date the forms are received by the Controller's Office and will not be applied retroactively to the date of occurrence.

Coverage for eligible employees will begin on the first day of the month following 180 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

An employee shall use accumulated sick leave, annual leave, personal leave, or compensatory time to make up the difference between the S & A rate of compensation and the employee's normal rate of pay.

Before returning to work, the employee must present a doctor's certificate that they can perform all the duties of the position to which they are returning.

The Employer shall continue to pay the cost of the life, sickness and accident, dental and Employer portion of the health insurance premiums for the length of the disability.

The employee shall continue to pay the cost of the employee portion of the health insurance premiums for the length of the disability.

(b) Limited Duty. At times, an employee who has suffered a disability is physically able and qualified to perform limited duties while recuperating from such disability. Based the Employer's judgment relative to need, availability, costs and physical limitation, such employee

may be utilized for limited duty. The employee may be assigned to work any shift as determined by the Employer.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or medical examination report by the Employer's designated physician to the Employer and present proper medical certification.

When an employee is approved for normal duty by the appropriate physician he shall immediately notify the Employer and present proper medical certification.

Section 6. Life Insurance and Accidental Death and Dismemberment Coverage. The County provides life insurance coverage (\$30,000) and accidental death and dismemberment insurance coverage (\$30,000) for all regular full-time employees. Coverage for employees shall begin on the first day of the month following 30 days of employment. The County shall pay the entire premium costs for all such coverage. An employee may convert the County policy to a personal policy when they terminate their employment, if permitted by the insurance carrier.

Section 7. Insurance Premiums/Unpaid Status. An employee on an unpaid sick leave of sixty (60) calendar days or more, or an employee on layoff of thirty (30) calendar days or more, or off work and entitled to Workers' Compensation for twenty-six (26) weeks or more, shall pay full cost of life, sickness, dental and health insurance premiums.

Section 8. Insurance Coverage Changes. If an employee wishes to make any change to their health insurance coverage such as an address change, addition of a dependent, deletion of a dependent, etc. the Employer must be notified, in writing within three (3) weeks of the occurrence. If the notice of the addition of dependents is not made within the three (3) week period, the addition will not be able to be effective until the next open enrollment period, which is January 1 of every year.

Section 9. Specimen Insurance Contracts. Specimen insurance contracts, including eligibility requirements and benefit schedules are available for inspection on request.

Section 10. Workers' Compensation.

(a) Guidelines. The County currently also provides Workers' Compensation coverage. A work-related injury must be immediately reported to the employee's Supervisor and the Personnel Office so that the appropriate forms can be completed. Arrangements can then be made by the Personnel Office for the employee to receive medical care from a County designated physician.

If an injury occurs after 5:00 p.m. or on a weekend, emergency medical treatment may be received from other than County designated physician. However, if the physician who treated an employee for an emergency indicates time off work or follow-up care is necessary, arrangements must be made to see the County physician. These arrangements will also be made by the Personnel Office for the employee.

After twenty-eight (28) days from the inception of medical care, an employee may treat with a physician of his own choice, but he must first notify the Personnel Office of the name of the physician and his intentions to treat with such physician. The County after receiving such notice may file a Notice of Objection with the Bureau of Workers' Compensation if it so desires.

Failure to follow these procedures will result in the denial and refusal of payment of medical bills where treatment has been sought outside the proper guidelines. During the time an employee is off of work on Workers' Compensation, they shall have no employment that they did not have before the injury or illness in the claim for Workers' Compensation benefits.

Any initial time off and any extensions thereof due to a Workers' Compensation leave must be approved in writing by a physician.

(b) Supplement. When an employee is off work and entitled to Workers' Compensation payments the County will provide the difference in pay between an employee's regular pay and the Workers' Compensation benefit for a period not to exceed one (1) year.

(c) Limited Duty. At times, an employee who has suffered a work-related accident, injury, or illness is physically able and qualified to perform limited duties while recuperating from such accident, injury, or illness. Based upon the Department Head's judgment relative to need, availability, costs and physical limitations, such employee may be utilized for limited duty. Limited duty may also include part time work. The employee may be assigned to any shift, as determined by the Department Head.

Employees being considered for limited duty must present either a physician's statement of physical ability to perform limited duty or a medical examination report by the Employer's designated physician to the Department Head.

When an employee is approved for normal duty by the appropriate physician he shall immediately notify the Department Head and present proper medical certification.

Section 11. Pension.

(a) Continuation of the Municipal Employees' Retirement System (MERS). The Employer agrees to continue to apply the Municipal Employees' Retirement System (MERS) to employees in the bargaining unit represented by the Union for the duration of this agreement as set forth in the plan, the terms and conditions of which are binding on the parties as though fully set forth herein, with the same benefits as presently in effect.

(b) Benefit Programs and Employee Contributions.

(1) Effective at the beginning of the second quarter in 1995 (as determined by MERS), the retirement plan for all unit employees included a Benefit Program E-2. The employee computed contribution rate to support Benefit Program E-2 is 2.3% as evidenced by the valuation and letter dated April 18, 1994 from Gabriel, Roeder, Smith and Company. The employees' contribution was increased from 3.5% to 5.8%.

- (2) Effective at the beginning of the first quarter in 1997 (as determined by MERS), the retirement plan for all unit employees is Benefit Program B-4 (credit service at time of termination of employment multiplied by 2.5% of final average compensation, to a maximum of 80% of final average compensation). The employee computed contribution rate to support Benefit Program B-4 is 1.1% as evidenced by the valuation and letter dated April 18, 1994 from Gabriel, Roeder, Smith and Company. Prior to that, the retirement plan for all unit employees was B-3.
- (i) The Plan provides for no reduction in Pension for those employees who retire and are less than 60, but at least 50 years of age with 25 years or more of credited service (Benefit Program F50/25).
 - (ii) The employee computed contribution rate to support Benefit Program F50/25 is .5% as evidenced by the valuation and letter dated April 18, 1994 from Gabriel, Roeder, Smith and Company. Prior to that, the employees' retirement plan included Benefit Program F55/25.
 - (iii) The employee's contribution rate was increased to 7.4% from 5.8%.
- (3) Effective at the beginning of the second quarter in 1999 (as determined by MERS), the retirement plan for all unit employees shall include Benefit Program FAC-3 (provides for the final average compensation being computed on the highest thirty-six (36) consecutive months of earnings, divided by 3) and Benefit Program 3.2 Multiplier (credited service at the time of termination of employment multiplied by 3.2% of final average compensation to a maximum of 80% of final average compensation). The employee computed contribution rate to completely support Benefit Program FAC-3 and the 3.2 Multiplier is 6.8% as evidenced by the valuation and letter dated April 27, 1998 from the Segal Company.
- (i) Effective with the first full pay period of the second quarter in 1999 (as determined by MERS), the employee's contribution rate to their Retirement Plan was increased to 14.2% to include the Benefit FAC-3 Program and the Benefit 3.2 Multiplier Program.
 - (ii) The employee's contribution to their Retirement Plan as of January 1, 1998 was 7.4%. The Employer's contribution to the employees' Retirement Plan as of January 1, 1998 was 8.9% (based on the December 31, 1996 Annual Actuarial Valuation. This represents a 45% contribution by the employees and 55% contribution by the Employer. For any year after the year that Benefit Program F-3 and the 3.2 Multiplier become effective, any increases or decreases in the Employer's normal contribution rate (not due to actuarial error) shall be paid proportionately by the employees and the Employer (e.g., a 1% Employer increase (decrease) will be funded

by increasing (reducing) the employees' rate by .45% and increasing (reducing) the employer's rate by .55%). This provision was in effect from April 1, 1999 through September 30, 2006. As of September 30, 2007 the employee's total rate will be fixed at 13.46%. The Employer's rate will be determined as a result of the annual Actuarial Valuation performed by MERS. The Employer will pay the administrative costs assessed by MERS that are associated with the 3.2 Multiplier Benefit Program.

(c) Effective on the first pay date of the month following March 20, 2019, the pension multiplier shall be bridged to 2.00%, with Final Average Compensation being calculated on the basis of the Frozen FAC method, maximum benefit of 80% of FAC at termination of employment, base wages plus a maximum of 80 hours of overtime included in FAC (exclusive of up to a maximum of 104 hours per year of regularly scheduled overtime that results from the County exercising its option to utilize 12-hour shifts), and COLA frozen. Effective with the institution of this bridged pension multiplier, employee contributions toward pension to be reduced from 13.46% to 11.46%. Effective October 1, 2019, the employee contribution rate will decrease from 11.46% to 10.46%.

(d) No matter respecting the Pension Plan shall be subject to the Grievance Procedure of this Agreement.

Section 12. Right to Change Carriers. The Employer reserves the right to change insurance carriers, provided that comparable benefits will be provided to the employees. In the event the parties cannot agree upon comparability, it may be grieved by the Union.

Section 13. False Arrest & Liability Insurance. The Employer shall provide liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000) combined with single limit with an excess insurance limit of liability of One Million Dollars (\$1,000,000) against liability for acts of an employee while he is acting within the scope of his authority. A copy of the policy will be furnished to the Union Bargaining Committee upon request.

The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is acting within the scope of his authority; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 14. Deferred Compensation Plan. The employees are eligible for a group deferred compensation plan provided by the Employer. There are three open enrollment periods each year, those being January, May and September.

Section 15. Optical Insurance. The County will cover the cost of maintaining the optical insurance plan in effect on March 20, 2019.

ARTICLE 15
EQUIPMENT

Section 1. Reporting Defects of Equipment. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made electronically using a format specified by policy or procedure of the Employer. The Employer shall not ask or require any employee to use equipment until same has been approved as being safe by the Central Dispatch Director or his representative.

Section 2. Reimbursement of Personal Property in the Line of Duty. The Employer agrees to financially compensate an employee for loss of, or damage to, certain personal property in the line of duty, where such personal property is determined to be necessary to the performance of the employee's duties. Requests for reimbursement shall be submitted to the Central Dispatch Director in writing, accompanied by proper documentation. Properly documented requests for reimbursement involving eyeglasses, and watches (under \$50.00), will automatically be honored. Other personal property claims will be reviewed by the Central Dispatch Director, and will be paid, negotiated, or denied, on the basis of reasonableness.

ARTICLE 16
LONGEVITY PAY

Section 1. Schedule. All regular full-time employees as of December 1, of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Benefit – Effective 2007</u>
At least 5 years but less than 10 years	\$300
At least 10 years but less than 15 years	\$600
At least 15 years but less than 20 years	\$900
20 years or more	\$1,200

Section 2. Payments Made. Longevity payments shall be made on the first pay day in December.

Section 3. Pro-Rated Longevity Payment. Longevity pay shall be pro-rated depending on the number of months in the year during which an employee has been in each category (e.g., an employee hired on September 1 shall receive \$75 {3/12 of \$300} in the December following the completion of his fourth year of service, and \$375 {\$300 + 3/12 of the \$300 difference between annual benefits} in the December following the completion of his ninth year of service, etc.).

Section 4. Retirement. Employees who are eligible for longevity payments and who retire on a regular or disability basis shall be paid a pro-rated payment. Said payment shall be based on the number of calendar years and months of full-time service credited to an employee from the preceding December 1.

Section 5. Leave. Eligible employees on unpaid leave of absence or unpaid disability leave for a period of more than thirty (30) days shall have their longevity payment pro-rated based upon the deduction of unpaid hours after the first thirty (30) days of unpaid leave.

ARTICLE 17
BULLETIN BOARD

Section 1. Bulletin Board Space Provided. The Employer shall provide bulletin board space which may be used by the Union for posting notices relating to Union affairs. This space shall be in the office in Charlotte. All notices posted by the Union shall be posted in all such offices where employee members report for work.

The Employer shall provide the Union with space in the office in Charlotte for a locking file cabinet for their use to store employees' discipline files along with other union related material. The Employer shall not be responsible for providing the file cabinet.

Section 2. Copies Provided to Employer. The Union shall have all notices posted on the bulletin board signed by a Union Officer or Steward, and provide the Employer a copy prior to posting. Nothing shall be posted which is defamatory or impairs the operation of the Department or which constitutes partisan political campaign material.

ARTICLE 18
STRIKES AND ILLEGAL ACTIVITY

Section 1. No Strike Pledge. Neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 2. Disciplinary Action. The Employer retains the right to reprimand, suspend, demote, or discharge employees engaging in a strike. Such disciplinary action on the part of the Employer shall not be construed as a violation by the Employer of any provision in this Agreement.

Section 3. No Lock Out. The Employer agrees not to lock out its employees.

ARTICLE 19
SEVERABILITY PROVISION

Section 1. Savings Clause. Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation or by a decree by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

Section 2. Negotiations. The parties agree to enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any part hereof contained which has been declared illegal as referred to in Section 1.

ARTICLE 20
WRITTEN AGREEMENTS

There are no understandings or agreements or past practices which are binding either upon the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been reduced to writing and signed by both the Employer and the Union.

ARTICLE 21
COMPLETE AGREEMENT

It is hereby agreed that this Agreement is the complete understanding between the parties. Any subject whether discussed during negotiations or not shall not be negotiated during the life of this Agreement, except by mutual agreement by the Employer and the Union.

ARTICLE 22
MISCELLANEOUS

Section 1. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make a reasonable effort to place the employee in a position either in or out of the bargaining unit that he is physically and mentally able to perform.

Section 2. Special Conferences. Special conferences for important matters, including safety, will be arranged between the Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between one (1) or more representatives of the Employer and one (1) or more representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a weekday.

Section 3. Equality of Treatment. It is agreed by the Employer and the Union that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Employer in all phases of the employment process.

Section 4. Non-Discrimination. The Employer and the Union both recognize their responsibilities under federal and state laws pertaining to fair employment practices as well as civil rights. Accordingly, both parties agree that they will not discriminate against any person or

persons on the basis of race, creed, color, religion, sex, age, national origin, height, weight, or disability as required by law.

Section 5. Headings. Any headings used in this Agreement are for description purposes only and neither add to nor subtract from the language of the Article or Sections they head.

Section 6. Department Vacancies. All vacancies shall be posted at the Department. All employees shall have the opportunity to apply and be considered for any vacancy.

Section 7. Name or Address Changes. An employee shall notify the Employer in writing of any change in last name or street address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and street address shown on his record for all purposes involving his employment.

Section 8. Corrective Action Memos. Employees may be given corrective action memos. Copies of these memos shall also be furnished to the Division President. The memos shall be maintained by the Division President in a confidential file and only be used for official Union business. The employee is allowed to attach a response to the memos. Such memos do not constitute discipline, but may lead to discipline at a later date if repeated violations of the same or similar nature occur. Such memos may not be grieved by the Union.

Section 9. The following provision shall be applicable only to the extent that Public Act 4 of 2011 is (or becomes) applicable: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

ARTICLE 23
UNION REPRESENTATION

Section 1. Representation. Employees shall be represented by Division Officers, a President and/or two Alternate Stewards. At the direction of the Division President, an Alternate Steward shall represent the employees.

Section 2. General Rules. The authority of the Union Division President is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Central Dispatch Director, or immediate supervisor, in their absence to do so. The Central Dispatch Director shall grant permission within a reasonable time, after the first hour of the shift, for such Union Division President to leave his work for these purposes subject to overriding work consideration.

The privilege of such Union Division President leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The Union Division President may be required to record time spent. The Union Division President will perform their regular duties in addition to the handling of grievances as provided herein.

Section 3. Notice to the Employer. The Union will furnish the Employer with the names of its Union Division President, Alternate Stewards and Officers who are employed within the unit and the changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

ARTICLE 24
GENDER

The use of the male gender herein shall include the female and vice versa.

ARTICLE 25
JURY DUTY LEAVE

Employees required to appear for jury qualification or jury service and who have been notified of such subsequent to their hire date shall be granted leave with regular pay; however, any money earned as a juror, except the money received for mileage and meals, shall be turned over to the Employer. Such hours shall not be counted for computing overtime or other premium pay. To qualify for jury duty pay, an employee must give immediate notice to his supervisor when notified of his selection by showing his Notice of Jury Duty, and must report for work immediately upon his release from jury service each day.

ARTICLE 26
USE OF PERSONAL VEHICLES

Section 1. Mileage Allowance. Employees who are authorized to use their own personal automobile in the performance of their duties shall receive mileage reimbursement based on the most current available rate, and any updates thereof, set by the Internal Revenue Service. The Employer reserves the right to require an employee to use a County vehicle, if available. Nothing in this Section prohibits the Employer from permitting an employee to utilize his own vehicle without reimbursement where it is the employee's preference to do so.

Section 2. Mileage for Court Duty and Training. Employees shall be entitled to mileage reimbursement for training or meetings required by the Employer or for Court Duty. Reimbursement shall not include the round-trip distance the employee regularly drives from his home to his work site and back home again.

Section 3. When an employee attends training authorized by his or her department requiring overnight accommodation, and is eligible to receive reimbursement for meals under the County's Account Payables Policy, the allowance for all eligible meal reimbursements may be requested in advance by the employee and will be paid to the employee prior to attending the training. In the event an employee receives the allowance and does not attend the scheduled training, the allowance shall be refunded to the Employer.

ARTICLE 27
LAYOFF AND RECALL

Section 1. Definition of Layoff. The Employer may layoff employees by classification whenever he deems such action to be necessary, by reason of lack of funds, lack of work, the abolition of the position, material change in the Department organization, or for other legitimate reasons which are outside the Employer's control and which do not reflect discredit upon the services of the employee.

Section 2. Layoff Procedure. Whenever a reduction in the work force occurs, the following procedure shall be utilized.

The first employees to be laid off within the bargaining unit, as determined by the Central Dispatch Director, and in the order stated, shall be: part-time and then probationary employees.

Thereafter, the first employees to be laid off shall be those employees with the least amount of departmental seniority, provided, however, the senior employees retained are able to perform the remaining required work.

Section 3. Replacement of Bargaining Unit Employees. It is not the intent of the Employer to replace laid off bargaining unit employees with supervisory personnel, but rather to use the layoff procedure described herein as deemed appropriate by the Employer.

Section 4. Notice of Layoff. The Employer shall give written notice to the employee(s) and Union of any proposed layoff. Such notice shall be submitted at least two (2) calendar weeks before the effective dates thereof.

In the event that the Employer deems it necessary to lay off three (3) or more bargaining unit employees at one time, the Employer and the Union agree to meet within forty-eight (48) hours after receipt of notice by the Union from the Employer to discuss alternatives to layoff.

Section 5. Recall Procedure. When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within one (1) week from date of receipt of notice of recall, he shall be considered to have quit. It shall be the responsibility of the employee to make the Employer aware of their current address.

Section 6. Voluntary Layoffs.

(a) In the event of layoffs, the Employer may post the anticipated duration and number of employees to be subject to layoff for the purpose of determining whether any employees in the bargaining unit desire to participate in a voluntary layoff by signing the posting. In the event the number of employees indicating a willingness to participate in a voluntary layoff exceeds the number of positions subject to layoff, the Employer shall grant the requests on the basis of departmental seniority; affording to the most senior employee the first option.

(b) Voluntary layoffs shall be subject to the approval of the Central Dispatch Director or his Designee based on the operational needs of the Department. An employee(s) who is approved for voluntary layoff shall not be able to exercise the bumping provisions described in this Article, unless the period of layoff exceeds the period described in the posting.

(c) The Employer retains the right to call the voluntary layoff employee back to work with two (2) weeks notice at any time prior to the expiration of the voluntary layoff, subject to the operational needs of the Department. Such notice shall be sent to the employee at the last known address by registered mail or certified mail. Should the employee decline to return to work, his employment shall be terminated.

(d) If an employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and, if layoffs are still necessary, they will proceed in the manner outlined above. The voluntary layoff employee subject to recall may notify the Employer at that time that he does not wish to return to work, and will be terminated from employment.

(e) If the Employer does not secure any layoff by voluntary action, or if the number of volunteers for layoff status does not equal the number of positions subject to layoff, the provisions of Section 1, above, will be applicable.

(f) Employees that are placed upon layoff status as volunteers will be subject to the provisions of Article 9, Sections 1 and 3, regarding seniority, and Article 14, Section 7, regarding insurance.

ARTICLE 28
NEW JOB CLASSIFICATION

Section 1. Written Notice to the Union. In the event the Employer establishes a new classification which cannot be properly placed in the existing classification and rate structure, the Union will be notified in writing.

Section 2. Employer Established Rate. The Employer will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the Employer to review the temporary rate. If a rate cannot be agreed upon, the Union can appeal the rate to Mediation and Factfinding through the Michigan Employment Relations Commission. Such appeal shall preclude submission of a new classification wage rate to arbitration or any other statutory procedure.

Section 3. Retroactivity. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE 29
FITNESS PROGRAM

The Employer shall make available to interested employees a voluntary physical fitness program.

A voluntary Physical Fitness Program Committee shall be established consisting of one representative from the bargaining unit, one Public Safety Telecommunication Supervisor and the Central Dispatch Director or his designee. Meetings will be held at the request of either party. Any equipment purchased pursuant to this Article will remain in the Central Dispatch Building.

**ARTICLE 30
DURATION**

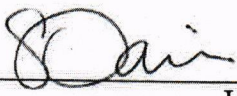
Section 1. Length of Contract. This Agreement shall remain in full force and effect until September 30, 2021, at 11:59 p.m. and shall become automatically renewable from year to year thereafter, unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing one hundred twenty (120) days prior to the expiration date of this Agreement, or any anniversary thereof.

Section 2. Amendment/Modification. Upon mutual agreement of the parties, this contract may be amended or modified at any time during its term.

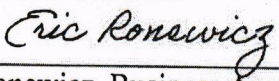
IN WITNESS HEREOF, parties hereto have set their hands and seals this 20th day of January, 2021.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN
DISPATCH NON-SUPERVISORY UNIT


EATON COUNTY BOARD OF
COMMISSIONERS



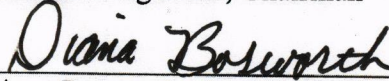
_____, Unit President



Eric Ronewicz, Business Agent



Terrance Augustine, Chairman



Diana Bosworth, County Clerk

APPENDIX A
CENTRAL DISPATCH DEPARTMENT SALARY SCHEDULE

EFFECTIVE 11/18/2020

	<u>ENTRY</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>	<u>5 YEARS</u>
Public Safety Telecommunicator (12 Hour Shift)	\$ 38,626 \$ 18.57	\$ 44,678 \$ 21.48	\$ 46,405 \$ 22.31	\$ 48,110 \$ 23.13	\$ 50,752 \$ 24.40	\$ 51,542 \$ 24.78
Public Safety Telecommunicator (8 Hour Shift)	\$ 39,582 \$ 19.03	\$ 45,802 \$ 22.02	\$ 47,590 \$ 22.88	\$ 49,379 \$ 23.74	\$ 52,042 \$ 25.02	\$ 52,832 \$ 25.40

Placement on the Salary Schedule for new hires is to be determined by the Controller and the Central Dispatch Director based on previous experience.

The Public Safety Telecommunicator (12 Hour Shift) pay scale reflects a twelve (12) hour shift schedule (forty-four (44) hours per week and thirty-six (36) hours per week in a two (2) week pay period). Public Safety Telecommunicators working this schedule shall be paid overtime for the hours in excess of forty (40) hours in the forty-four (44) hour week based on Employer-compensated hours in that period (including holidays, vacation, sick leave, personal leave and compensatory time).

The Public Safety Telecommunicator (8-Hour Shift) reflects an eight (8) hour shift schedule (forty (40) hours per week and eighty (80) hours in a two (2) week pay period).

All Overtime for the twelve (12) hour shift employees above eighty (80) hours in a pay period or forty-four (44) hours in the FLSA week shall be based on the hourly rate of the eight (8) hour shift.

SETTLEMENT

All provisions of the contract shall be effective upon signing or as soon as reasonably possible, unless otherwise stated.

APPENDIX B
PROMOTION

The following is the procedure for filling permanent vacancies at the Supervisor's level within the Eaton County Central Dispatch.

Section 1. Vacancy Posting. The vacancy position will be posted internally for not less than ten (10) calendar days in advance of the beginning of the selection process. After the internal posting expires and there is not a qualified internal candidate found, the vacancy will be advertised in appropriate media. The posting shall state what the minimum qualifications are and the deadline for applying. The posting shall provide a description of the subject matters to be considered in the Promotional Process.

Section 2. Eligibility. Any Public Safety Telecommunicator shall be permitted to participate in the promotion process, but no employee can actually be promoted unless they have completed a minimum of two years' Eaton County Central Dispatch with a total of four (4) years' experience within a Primary PSAP as a Dispatcher/Telecommunicator/Public Safety Telecommunicator and have completed the training portion of the CTEP, by the calendar date the promotion becomes effective.

Section 3. Application. Interested persons may apply for the position by submitting a letter of interest and a resume to the Director by the deadline stated in the posting.

Section 4. Written Exam. A written exam shall be given to those qualified candidates who have complied with the application requirements.

1. The written exam shall be developed and administered by an independent testing agency selected by the Director.

2. Candidates who score a 75% or higher on the written exam will be advanced to the next step of the promotional procedure. A copy of the written exam scores shall be posted with a copy being provided to the Union Division President. At least three (3) of the candidates who advance to the next step of the promotional procedure must be immediately eligible for promotion.

Section 5. Oral Board. Those applicants who advance from the written exam shall be evaluated by an Oral Board. The Director shall select an independent panel made up of PSAP subject matter experts to conduct the Oral Boards. The Oral Boards shall be conducted as soon as possible, but no later than sixty (60) days from the date the results of the written exam are posted.

In the event there is only one internal candidate, the candidate may be interviewed by the Director and Deputy Director.

The objective of the Oral Board is to select those applicants who are best qualified, who would be most effective Public Safety Telecommunication Supervisor. To arrive at this objective, the following steps will normally be followed during the evaluation of qualified applicants.

1. Each qualified applicant will be introduced to the Oral Board, and provided with a brief description of the interview process. Their qualifications as presented in their resume will be reviewed.

2. Each interviewer will direct various lead questions to each applicant that are common to all of the interviews.

3. Interviewers will base their evaluations on factors such as, but not limited to, those listed below:

*Relevance of training, education and experience.

*Technical decision-making ability.

*Supervisory decision-making ability.

*Management/Leadership abilities.

*Oral Communication.

*Planning and organization.

*Written communications.

4. Following the interview, each interviewer shall individually determine a preliminary rating for each applicant. The Oral Board administrator shall then assist the interviewers in reaching a consensus for each applicant which shall be the final rating.

5. The Director will receive a list containing the names of the applicants with the scores of both the written exams and Oral Board ratings from the independent testing agency. A copy of the combined scores and the rankings based by these scores shall be posted with a copy being provided to the Union Division President.

Section 6. Program Weight. Scores will be based upon the Written Exam and the Oral Board as follows:

(a) Written Exam - Forty percent (40%)

(b) Oral Board - Sixty percent (60%)

Section 7. Roster. The Central Dispatch Director will have the option to promote a person for each position from the top three (3) employees immediately eligible for promotion.

If any of the top three candidates declines an offered promotion, the next highest scoring candidate will be moved up. Any candidate declining promotion shall not be reinstated for

consideration during the life of the eligibility roster. The roster will remain in effect until the promoted employee completes the probationary period for the Supervisor position.

Section 8. Examination Period. Promotional exams will be given as the need arises.

Section 9. Probation. Commencing with the effective date of the promotion, the promoted employee shall receive the rate of the new rank at the level of the Supervisor's pay scale according to the following:

<u>Telecommunicator</u>	Public Safety <u>Telecommunication Supervisor</u>
4 Years' Experience	Entry
5 Years' Experience	1 Year Step
6 Years' Experience	2 Year Step

All promoted employees shall be on probation for a period of twelve (12) months immediately following promotion. During such probationary period, the Director may, demote the employee to his former rank for just cause or the employee may, on his own volition, request in writing to be relieved of his new rank and be returned to his former rank or position without loss of seniority in the former rank or position.

APPENDIX C

**COUNTY OF EATON
CENTRAL DISPATCH DEPARTMENT
DRUG AND ALCOHOL TESTING POLICY**

I. **PURPOSE**

The purpose of this policy is to provide all employees who work in the Eaton County Central Dispatch Department with notice of the provisions of the departmental drug and alcohol testing program.

II. **POLICY**

It is the policy of this department that the critical mission of this department justifies maintenance of a drug-free and alcohol-free work environment through the use of a reasonable employee drug testing program.

This profession has several uniquely compelling interests that justify the use of employee drug and alcohol testing. The public has a right to expect that those who work in this department are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and alcohol, as well as other forms of drug abuse, will seriously impair an employee's physical and mental health, and thus, job performance.

Where those who work in this department participate in such activity, the integrity of the profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by such activity.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit, drug-free, and alcohol-free workforce, this department will implement a drug and alcohol testing program.

III. **DEFINITIONS**

- A. Employee – Those who work in the Eaton County Central Dispatch Department.
- B. Supervisor – Those persons assigned to a position having day-to-day responsibility for supervising subordinates or who are responsible for commanding a work element.
- C. Drug Test – The compulsory or voluntary production and submission of urine, in accordance with departmental procedures by an employee for chemical analysis to detect prohibited drug usage.

- D. Alcohol Test – The compulsory or voluntary production of breath, in accordance with departmental procedures by an employee for analysis to detect whether that employee is under the influence of alcohol.
- E. Reasonable Suspicion – That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using drugs while on or off duty, and/or is under the influence of alcohol while on duty.
- F. Probationary Employee – For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as a recently hired employee.
- G. MRO (Medical Review Officer) – The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee’s test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the County of Eaton after it has been determined that an employee has violated this policy.

IV. PROCEDURES/RULES

- A. General Rules – The following rules shall apply to all employees while on and off duty:
 - 1. No employee shall illegally possess any control substance.
 - 2. No employee shall ingest any controlled substance or prescribed substance, except under the direction of a licensed medical practitioner.
 - 3. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
 - a. Note from the prescribing doctor.
 - b. Copy of the prescription.
 - c. Show the prescription bottle with label to his immediate supervisor.

4. The employee shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.
5. Supervisors shall document this information and retain the memorandum for at least ninety (90) days. A copy of the memo will be forwarded to the Controller's office.
6. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
7. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
8. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
9. Discipline of employees for any violation of this policy shall be in accordance with the due process rights provided in the County's Rules and Regulations, policies and procedures, and the applicable collective bargaining agreement. The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the County when one of the following occurs:
 - a. A refusal to participate;
 - b. The medical review officer determines that an employee's drug and/or alcohol test was positive;
 - c. Attempt to alter or substitute a urine or breath specimen.

B. Applicant Testing

1. Applicants for employment shall be required to take a drug and alcohol test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required test(s), or
 - b. A confirmed positive drug and/or alcohol test indicating drug and/or alcohol use prohibited by this policy.

C. Probationary Employee Testing – All probationary employees shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests

shall be determined by the County. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

- D. Employee Testing – Employees will be required to take drug and/or alcohol tests as a condition of continued employment in order to ascertain prohibited drug use, or being under the influence of alcohol, as provided below:

The County may order an employee to take a drug and/or alcohol test upon reasonable suspicion that the employee is or has been using drugs or is under the influence of alcohol. A summary of the facts supporting the order shall be made available to the employee and the Union prior to the actual test.

- E. Penalty – Violation of any provision of this drug and alcohol testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the County’s Rules and Regulations, and may include discharge from employment. Any discipline remains subject to review in accordance with the collective bargaining agreement. The County may, in its discretion, offer the employee a Last Chance Agreement.

- F. Collection and Testing Procedures – Testing for drugs and/or alcohol under this policy shall be at the expense of the County of Eaton, and, to the extent practicable, shall be conducted in accordance with 49 CFR Part 40, as amended from time to time. No change in law regarding the possession or use of marijuana shall have any affect upon the application and enforcement of this policy, it being specifically understood that the use, possession (except as part of the discharge of an employee’s job duties), or being under the influence of marijuana shall be considered a violation of this policy notwithstanding any law permitting the use, possession, or being under the influence of marijuana.

- G. Substance Abuse Rehabilitation Program – Employees may voluntarily participate in a substance abuse rehabilitation program on their own or through the County-sponsored Employee Assistance Program; however, participation shall not prohibit drug and/or alcohol testing under this policy. An employee, who (while not under reasonable suspicion) voluntarily participates in such a program will be offered a Last Chance Agreement, unless the employee is being discharged for other actions and omissions that violate County Rules and Regulations. If such a Last Chance Agreement is accepted by the employee and the Union, the employee will not be disciplined for a violation of this policy, but may be disciplined for other actions and/or omissions that violate County Rules or Regulations.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF EATON,
AND
THE FRATERNAL ORDER OF POLICE
CAPITOL CITY LODGE #141, DISPATCHER DIVISION
RETIREE HEALTH INSURANCE
(Retyped 8/13)

1. Terese Carrow, Rhonda Owens and Mary Lamson have submitted documents to the County verifying previous public service employment that may qualify towards their pension with the Municipal Employees Retirement System (MERS). This other governmental service may be used to meet vesting and eligibility conditions with Eaton County under the provisions of the Reciprocal Retirement Act – Act 88. The eligible service will not be used in calculating the amount of their County retirement benefit. When eligible to begin receiving a pension, MERS will need to re-verify that the employee contributions are still on deposit with the former retirement system, if applicable.
2. The County has reviewed such documents and is in agreement to make an exception to the Contract Article 15. Section 2. Health Insurance – Retirees (a) Eligibility and consider the previous service credit (upon verification by MERS) when determining eligibility for these individuals for County paid retiree health insurance.
3. This letter is not precedent setting and the language agreed to in the October 1, 2009 through September 30, 2012 contract will be used to determine eligibility in any future situations.

For the County of Eaton:

For the Union:

Blake Mulder, Chairman
Board of Commissioners

Scott Martzke
President

Date _____

Date: _____

Diana Bosworth, Clerk

Thomas L. Krug, Executive Director

Date: _____

Date: _____

Steven T. Lett, Attorney

Date: _____