

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS
OF
GRAND TRAVERSE COUNTY

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

GRAND TRAVERSE CENTRAL DISPATCH
SUPERVISORY UNIT

For January 1, 2022, through December 31, 2023

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AGREEMENT

This Agreement entered into this date and effective January 1, 2022, between the Board of Commissioners for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer" and the Command Officers Association of Michigan, hereinafter referred to as the "Association" or "Union", expresses all mutually agreed covenants between the parties.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, height, weight, marital status, race, creed, national origin, and religion, political or Association affiliation as required by law.

The Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the services provided by the County under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit. The Employer hereby agrees to recognize as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

All regular full time supervisory employees of Grand Traverse Central Dispatch excluding the Director, Deputy Director, Emergency Telecommunicators, Call Takers, Coordinator: 911 Databases, clerical and confidential employees.

Section 1.2 Definitions. The terms "Employee" and "Employees" when used in this Agreement, shall refer to and include only those regular full-time employees who are employed by the County in the collective bargaining unit set forth, and who are normally scheduled to work forty (40) hours or more per week. For purposes of this Agreement, the following definitions are applicable:

- A. Regular Full-Time Employee: Employees normally scheduled to work eighty (80) hours or more per two week period shall be subject to all the terms of this Agreement.
- B. Temporary Employees: Temporary employees shall be defined as those employees hired for a specific project or for a specific period of time not to exceed 180 consecutive calendar days, unless extended by mutual agreement. Temporary employees shall not be subject to the terms of this Agreement.
- C. On Call Employees: On call employees shall be defined as those employees who work on an irregular basis. Such employees shall not be subject to the terms of this Agreement. Employees classified as on call employees shall be used only to supplement the full time work force and shall not be used to avoid the payment of overtime to full time employees or to displace regular full time employees.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1 Employer's Rights. The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of service it shall provide, including the scheduling and means of providing such services, to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, discipline and discharge, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship; and all other rights and prerogatives, including those exercised in the past, and those rights which are contained in the Michigan Constitution and the various statutes of the State subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.2 Right to Discipline. The Employer retains the sole right to discipline and discharge non-probationary employees for just cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

Section 2.3 Employer's Authority. The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

Section 2.4 Emergency Work Assignments. It is recognized that the Employer is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a combination of circumstances which call for immediate action, including but not limited to severe storms, floods, or other conditions beyond the control of management or declarations of emergency called by the governmental official authorized to do so.

ARTICLE III
ASSOCIATION SECURITY

Section 3.1 Union Security. Membership in the Union is not compulsory. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit without regard to whether the employee is a member of the Union.

The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Association. Deductions for any calendar month shall be remitted to POAM and sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

The County shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the County fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

The Employer agrees to deduct the Union membership dues once each month from the pay of the employees who have requested that such deductions be made.

ARTICLE IV
REPRESENTATION

Section 4.1 Representatives. The Employer agrees to recognize the President and Alternate, said Representatives being members with seniority of the Bargaining Unit and selected by the Bargaining Unit. The duties of the Representatives shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure. In addition, the Representatives will be expected to represent the Bargaining Unit for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the President and Alternate for all reasonable lost time from their regular schedule of work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. Compensation for lost time shall be limited to two (2) employees.

Section 4.2 Association Furnish Names. The Association will furnish the Employer with the names of its Representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the identity of the individual representatives of the Association, and the Employer shall not be required to recognize or deal with any other than those so designated.

ARTICLE V
SPECIAL CONFERENCES

Section 5.1 Special Conferences. Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, President, and any outside parties mutually agreed upon. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1 Grievances. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. The Grievant shall have the right to be present at arbitration.

- Step 1: Any employee having a complaint in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or President or Alternate must first discuss the matter orally with the supervisor or his/her designee.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on a regular grievance form provided by the Association, signed by the employee and presented to the Director or his/her designee within five (5) working days after the discussion referred to under Step 1. If the Director or his/her designee is unavailable at the time, notification of the delivery or presentment of the grievance shall be made to either the Director or his/her designee via e-mail or telephone message. The Director, or his/her designee, shall answer said grievance in writing within five (5) working days of receipt of same. Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the Grievance Procedure, provided the grievance is submitted within five (5) working days from the date the discipline was imposed on the grieving employee.
- Step 3: Failing to resolve the issue in the second step, the Association shall within five (5) working days of the Director or his/her designee's disposition, contact Human Resources to arrange a meeting between the Association and the County Administrator or his/her designee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, not to exceed five (5) working days from the

time the Association contacts Human Resources unless a longer time is mutually agreed upon.

Step 4: Arbitration.

- (a) If the answer of the County Administrator or his/her designee is unsatisfactory to the grievant, the grievant's Union representative may process the grievance to arbitration.
- (b) At the request of either party, any grievance which is not resolved at Step 3 may be submitted to mediation to the Michigan Employment Relations Commission (MERC) by mutual agreement. However, the time limits under the grievance procedure shall not be extended without mutual consent while such mediation is pending.
- (c) Arbitration proceedings will be accomplished by the Union requesting a list of prospective Arbitrators, which will be forwarded by MERC to each of the parties to this Agreement. Once the selection of the Arbitrator has been accomplished through the procedure set out below for such selection, the parties shall then mutually agree to a hearing date and location in Grand Traverse County for the purpose of presenting testimony and evidence in support of their respective positions. The arbitrator shall then render his or her decision and award according to the following:
 - (1) The arbitrator shall render his or her decision within thirty (30) days after the hearing according to evidence presented and oral argument or, if the parties reserve the right to submit written briefs, the arbitrator shall render his or her decision within forty-five (45) days after the submission of the briefs.
 - (2) The expenses of the Arbitrator shall be shared equally by the parties.
 - (3) The Arbitrator shall not have the power nor the authority to amend, modify or expand the terms and provisions of this Agreement either directly or indirectly in making his/her decision. The Arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The Arbitrator will at all the times be governed wholly by the terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge arbitration or awards thereunder if the arbitrator has exceeded his jurisdiction or authority.

Section 6.2 Resolving Grievances.

- A. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits procedure is not followed by the Association, the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Association. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.
- B. The County shall not be required to pay back wages for periods prior to the time the incident occurred, provided that in the case of pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period providing the employee files his/her grievance within five (5) working days after receipt of such pay in question.
- C. When an employee is given a disciplinary discharge or suspension, the President or Alternate and the employee will be promptly notified in writing of the action taken.
- D. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or newly-earned compensation that he/she may have earned from any source during the period in question.
- E. The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the President or Alternate who must necessarily be present for direct participation in grievance adjustments with management. Such President or Alternate shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- F. Working days are defined as Monday – Friday. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.
- G. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory remedy or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Association and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 6.3 Strikes and Walkouts. It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Association agrees that during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be disciplined up to and including discharge by the Employer. It is understood that any disciplinary action taken by the Employer pursuant to this Section is subject to the grievance and arbitration procedure only on the question of whether the prohibited conduct occurred, not the penalty for such conduct.

ARTICLE VII **DISCIPLINE AND DISCHARGE**

Section 7.1 Just Cause. The Employer shall not discharge or suspend for disciplinary reasons any non-probationary employee except for just cause. The parties recognize that progressive discipline is normally utilized except for certain offenses committed by an employee.

Section 7.2 Immediate Review of Discharge or Suspension. The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her President or Alternate on or outside the Employer's premises upon such discharge or suspension. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the President or Alternate.

Section 7.3 Removal of Disciplinary Documents from File. The Employer will not use a prior discipline which is two (2) or more years old unless related to a current charge or for impeachment purposes during an arbitration or other litigation.

Section 7.4 Minor Offenses. An employee who maintains an offense free record for a period of one year shall not have any prior minor offenses used for purposes of subsequent disciplinary action under the collective bargaining agreement. The Employer reserves the right to utilize the memoranda for other legitimate reasons.

Section 7.5 Step for Expedited Grievance. Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within five (5) working days from the date the discipline was imposed on the grieving employee.

Section 7.6 Polygraph Test. No employee will be required to take a polygraph test and such refusal will not be used against him.

Section 7.7 Disciplinary Action. Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

ARTICLE VIII
LAYOFF AND RECALL

Section 8.1 Layoff Order and Notice.

- A. The word "layoff" means a reduction in the number of employees in the work force. Provided the remaining employees have the current ability, skill and qualifications as determined by the Employer to perform the work required, layoff of employees within a department shall be by classification in inverse union bargaining unit seniority in the following order:
1. Probationary employees
 2. Remaining employees within the classification affected.
- B. Upon being laid off from their department, an employee who so requests shall, in lieu of layoff, be permitted to take a position in or below their grade within their department, provided the following:
1. They have more seniority than the employee they are to replace and have the current ability, skill and qualifications as determined by the Employer.
 2. If the position chosen is held by multiple employees in a department, the least senior employee shall be replaced. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the classification in which they are placed and their years of service.
 3. The employee must be able to perform the required duties of the position. The employee shall be given up to a sixty (60) working day trial in which to demonstrate he/she can satisfactorily perform the duties of the position.
 4. When an employee bumps, he/she must accept all hours of the position being bumped into.
- C. In implementing the above mentioned displacement (bumping) procedures, the employee must also meet the following:
1. Any licensing, certification, or registration requirements for the position in question in a mutually agreed upon time frame unless such licensing, certification, or registration is a minimum qualification under C. 1.
 2. Other requirements by third-party payers such as Federal or State grant providers.
- D. Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff except in unavoidable emergency situations. The President or Alternate shall receive a list from the Employer of the employees being laid off on or before the date the notices are issued to the employees.

- E. Employees eligible for and choosing to bump in lieu of layoff shall have a maximum of four (4) working days to notify Human Resources of their decision and the position to which they are qualified to bump. It is the employees' responsibility to confirm that they meet the minimum qualifications for the position as defined in Section 8.1 prior to the deadline. Employees not following the above defined process will not be eligible for bumping rights after the four (4) day period and will be laid off.

Section 8.2 Temporary Reduction. In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than thirty (30) hours per week before any employees are laid off.

Section 8.3 Recall. A laid off seniority employee, if recalled to a job within one pay grade to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 8.4 Order and Notice of Recall.

- A. The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- B. Notices of recall shall be sent by registered mail or by email to the employee's last known home address or email address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address, email address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give written notice of his/her intent to return to work within three (3) consecutive calendar days of receipt of notice and shall then return within ten (10) calendar days of the employer's notification or recall or their employment shall be terminated, unless an extension is granted by the Employer.
- C. In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) working days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work within the said ten (10) day period.

ARTICLE IX
LEAVES OF ABSENCE

Section 9.1 General Considerations. The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above.

A leave of absence is a written authorized absence from work. Such leave shall be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more may be granted a leave of absence. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by approval of the Employer or required by law.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the approximate date on which the employee is to return to work.
- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.
- C. An employee on an approved unpaid leave of absence will retain his or her seniority. However, the seniority of an employee will not accumulate while the employee is on an approved unpaid leave of absence of thirty (30) calendar days or more, unless otherwise stated in this contract.
- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job. Employees shall not accept employment elsewhere while on leave of absence unless agreed to in writing by the Employer. Acceptance of employment or working for another employer, if not approved, while on a leave of absence shall result in discharge.
- F. Time absent on leave shall not be counted as time at work for any purpose except as herein provided to the contrary.
- G. Health insurances shall be continued for one month following the month during which unpaid leave begins unless otherwise provided in this agreement or by law. Leaves in excess of this time shall require the employee to reimburse the employer to continue such medical coverage under the group. Reimbursements will be made monthly. If the Employer does not receive reimbursement the employee's health care coverage shall terminate.
- H. Leaves requested due to illness or medical disability must be accompanied by a physician's certificate that the employee is unable to work. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted. The Employer may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Employer has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the

event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

Section 9.2 Benefits While on Leave. County provided healthcare benefits will continue for the length of time the employee is on approved leave in a paid status or on an unpaid status if the employee is covered under the FMLA. If the employee is covered under FMLA but is unpaid, the employee is responsible for remitting payment of their healthcare premiums to the employer on a monthly basis. If the premium is not remitted the employees' health care benefits will be terminated.

County provided healthcare benefits will not continue for an employee on approved leave in an unpaid status and not under the protection of FMLA unless otherwise specified in this section.

The employee will be eligible to purchase healthcare benefits at the COBRA premium rate for the duration of their approved unpaid leave of absence if there is a loss of coverage, if allowed by the insurance carrier.

Section 9.3 Return from Leaves of Absence.

- A. **Health Related:** Employees shall be returned to employment following an Employer approved medical leave of absence which shall be for a maximum of six (6) months. Employees shall be returned to their original position from medical leaves of absence provided they have not exceeded their FMLA allotment over the preceding 12 month period.

Section 9.4 Military Leave. Military leave shall be granted in accordance with applicable State and Federal laws.

- A. Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve, or Air Corps Reserve and who are called for reserve duty with valid military documentation shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.
- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 9.5 Association Business Leaves. Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Association to attend educational classes or conventions conducted by the Association. The number will not exceed one (1) employee at any one time and the number of working days will not exceed a combined six (6) in any one (1) calendar year for all unit employees.

Section 9.6 Educational Leave. An employee wishing to further his/her education in his/her chosen profession may, at the Employer's discretion, be granted educational leave for a maximum of one (1) year without pay and fringe benefits with the approval of the department head and Human Resources Director. During this leave, the employee's position may be filled by the County. This leave may be extended by mutual agreement.

Section 9.7 Parental Leave. Employees may request to take up to a six (6) month leave of absence without pay due to pregnancy, birth or adoption of a child. Accumulated vacation and personal time must be used prior to using unpaid time. Such leave of absence shall not affect continuous service and shall run concurrent with a Family and Medical Leave. Fringe benefits shall not continue or accrue during this time.

Section 9.8 Jury or Witness Duty. Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed for an Employer-related matter, providing they turn over the jury or witness fee check (less mileage) to the County Treasurer. Seniority will continue to accrue to the employee while on jury duty. Employees scheduled for the evening shift who serve jury duty during their non-scheduled hours may request to be relieved of their regular shift that day and be allowed to use banked compensatory time, vacation or personal hours for that shift. However, if jury duty lasts for five (5) or more hours while on night shift, five (5) or more hours shall be paid time off. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least two (2) hours remaining of scheduled work if reporting to a state court and at least four (4) hours remaining of scheduled work if reporting to a federal court.

Section 9.9 Bereavement Leave. When death occurs in an employee's immediate family (spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse) employees shall receive pay for up to three (3) days of regularly scheduled straight time hours, exclusive of shift and other premiums, provided he/she attends the funeral or memorial service, even if celebrated at a later date. Employees who are absent for more than the three (3) days may choose to charge additional time with the written approval of the Director against their personal or vacation leave banks. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days leave of absence without pay or at the option of the employee to use accumulated personal, sick or vacation leave or compensatory time, provided the time for such leave is approved by the Director in writing. Time thus paid will not be counted as hours worked for purposes of overtime.

Section 9.10 Personal Leave. Each regular full time employee and regular part time employee (on a prorated basis) shall be granted sixty-four (64) hours of personal leave each year at the beginning of the pay period that covers the first pay date in December. Pursuant to Michigan's Paid Medical Leave Act of 2018 (PMLA), the personal leave hours include the 40 hours required for compliance with the PMLA. New employees shall be granted this leave upon completion of ninety (90) days of continuous service, prorated on the number of months of service within the benefit year. Employees who have not completed ninety (90) days of continuous employment as of December first shall not receive leave for the prior year; however, shall receive the full sixty-four (64) hours upon completion of ninety (90) days of employment.

This leave may be used at the employee's discretion for sick or personal reasons. This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. Twenty-four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one (1) hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments. If any employee has been off work due to sickness or accident for three (3) consecutive days or if the Employer has reasonable cause to believe an employee is abusing sick time, a statement from a physician may be required by the Employer. Employees who establish a pattern of misuse of personal leave may be required to submit a statement from a physician to verify such illnesses. Any balance left, up to 40 hours (prorated for part time employees) following the last pay period in November shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

Those employees who are hired prior to December 1, 1988, and who selected Plan A on the "Employee Election of Sick Conversion/Payment Plan" prior to November 1, 1988, may convert the balance of the sixty-four (64) hours each year to their frozen Sick Leave Bank up to a maximum of 960 hours.

Section 9.11 Sick Leave. Those employees who have a frozen sick bank may use the bank in the following instances:

1. For absences after the sixty-four (64) hours of personal leave have been exhausted.
2. For the first seven (7) calendar days when an employee qualifies for the short term disability coverage.
3. When an employee qualifies for the short term disability coverage, but chooses to use their frozen sick bank first.

An employee who continues in the County's employ until retirement under the County's retirement plan and has a balance remaining in his/her frozen sick bank (or upon death) shall be paid at the rate of one-half (1/2) of any unused hours at the prevailing hourly rate of the employee.

ARTICLE X **SENIORITY**

Section 10.1 Definitions. Seniority shall be defined as the length of the employee's service within the bargaining unit, prorated for regular part time employees, during their current period of employment with the Employer, reduced for unpaid leaves of absence (excluding FMLA and approved time off) and layoffs of thirty (30) days or longer. Employees who are employed on the same date in the bargaining unit shall be placed on the seniority list by date and time of application. For purposes of vacation and longevity, the length of service shall be determined by the employee's last date of hire with the Employer

Section 10.2 Probationary Period.

- A. All new regular employees shall serve a minimum probationary period of 2,080 hours of actual time worked excluding overtime hours worked. New employees shall normally complete the required training program in 1,000 hours worked or less. In the event that training exceeds 1,000 hours, the probationary period shall be extended by the numbers of hours over 1,000. Completion of the training program is achieved when the employee is independently operating a console as designated by the Director or Deputy Director. Those employees promoted or transferred from within the department shall serve a trial period of 2,080 hours and in accordance with the requirements of Section 16.3.
- B. The Association shall represent probationary employees for the purpose of collective bargaining; however, probationary employees are "at-will" and may be terminated at any time by the Employer in its sole discretion. Neither the probationary employee so terminated nor the Association shall have recourse through the grievance procedure over such termination.
- C. During the probationary period an employee shall be eligible for employee benefits as expressly provided in this Agreement consistent with plan documents. After an employee has successfully completed his/her probationary period of employment, he/she shall be put on the Classification Seniority list and such seniority shall be as of his/her last date of selection as a regular employee in this classification.

Section 10.3 Seniority List. The Seniority List on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish the Association an up-to-date list upon request. Challenges to the Classification Seniority List will only be accepted within thirty (30) calendar days of the dated posting, or such list shall stand approved as posted.

Section 10.4 Loss of Employment Relationship. An employee's seniority and employment with the Employer shall terminate for the following reasons:

- A. He/she quits or retires.
- B. He/she is discharged or terminated and the action is not reversed through the grievance procedure.
- C. He/she is absent for three (3) working days without properly requesting leave from the Employer and supplying a satisfactory reason for such absence. This is not to be construed as limiting the right to issue discipline for any unjustified absence.
- D. He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence, unless otherwise excused.

- E. The employee is on a layoff for more than twelve (12) months (except for Workers' Compensation leave which cannot exceed twenty-four (24) months). In the event of layoff, employees with less than ten (10) years would retain classification seniority for a total of twelve (12) months. If the employee has more than ten (10) years, they would retain their classification seniority for twenty-four (24) months.
- F. If an employee returns to work before exhausting FMLA leave, the employee will be returned to his/her previous position, subject to the FMLA provisions. In all other cases, the following shall apply:
 - 1. If the employee has used a cumulative total of up to twelve (12) months leave or less during the preceding twelve (12) months, then the employee will be treated as an internal candidate for available positions;
 - 2. After twelve (12) months of leave the employee will lose Classification and Employment Seniority.
- G. He/she has exhausted all of their sick, vacation, personal and comp leave banks and is not approved for any other leave.
- H. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which results in jail time sentence.
- I. If he/she makes an intentionally false statement on his/her employment application or other Employer document.

Section 10.5 Separation from Employment. Employees resigning from County employment shall submit said resignation in writing to their department head, with a copy to the Human Resources Department at the same time, stating the effective date, at least ten (10) working days prior to the effective date. In the case of retirement, employees should notify their department head and Human Resources in writing thirty (30) calendar days prior to the effective date.

ARTICLE XI **LONGEVITY COMPENSATION**

Section 11.1 Grandfathered Longevity Plan B. Regular full time employees hired prior to January 1, 2006, and after November 26, 1985, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- A. After completion of five (5) years of service the employee shall receive a \$50 longevity bonus.
- B. In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity bonus with no maximum limit.

Section 11.2 Longevity Paid Upon Termination. At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.

ARTICLE XII
HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE

Section 12.1 Regular Hours of Work. The regular schedule of an employee's work shall consist of twelve (12) continuous hours (or 10 and/or 8 hour shifts to avoid built-in overtime), inclusive of a one half hour paid meal period (provided an emergency situation does not exist which would automatically preclude it).

- A. It is recognized and understood that deviations from the regular schedule of work may be necessary as a result of a temporary shortage of manpower and public safety emergencies.

Section 12.2 Breaks. Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the department, and which shall not carry over or accumulate.

Section 12.3 Overtime Rate. Overtime pay shall be at the rate of time and one half (1 1/2) of the employee's regular hourly rate, excluding all forms of premium pay, paid holidays, approved vacation leave, approved bereavement leave, sick leave and personal leave used, for all work performed in excess of twelve (12) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours in any one work week.

Section 12.4 Overtime Distribution.

- A. If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause.
- B. All overtime work to which overtime pay is applicable shall be distributed as equally as possible among qualified and capable employees within a reasonable period of time and within the classification affected.
- C. An overtime distribution list shall be kept current within the classification affected. Overtime worked shall be added to the overtime distribution sheet within a period of four (4) days. Only overtime worked in the primary dispatch center, the back-up dispatch center, the communications trailer, or at an off-site location where basic primary dispatch functions are provided will be added to the overtime distribution list. The majority of said off-site overtime would be distributed through regular overtime distribution methods. However there may be rare occurrences when a Dispatcher Supervisor may be "assigned" to cover a special event and the overtime is not distributed through the regular procedures. Under that circumstance, the off-site overtime would be added to the Overtime Distribution List and would count towards total cumulative hours. Overtime gained as a result of attending a training or conference will not be posted on the overtime distribution list and will not be factored in when determining total overtime hours. On January 1 of each year the overtime distribution list shall be zeroed out. Each year following the zeroing out of overtime

accumulation, the initial order of call-in shall be by seniority (highest first), with subsequent overtime assignments being distributed to the remaining employees by seniority (highest first) with zero overtime hours, until each employee has accumulated overtime worked or charged on the overtime distribution list.

- D. When an overtime assignment occurs, the first employee able to be reached with the lowest number of overtime hours worked in the overtime distribution list for the classification affected shall be directed to work the overtime. That employee may trade with another regular employee within the same classification. The employee taking the hours must call and confirm he/she is taking the hours on a taped phone line. In cases where a more eligible employee for an overtime assignment calls back after a less eligible employee has been directed to work, the directed employee shall have the option to keep the overtime assignment or have it reassigned to the more eligible employee.
- E. Overtime assignments shall not result in an employee being required to work more than eighteen (18) continuous hours, inclusive of their regular shift, in any twenty-four (24) hour period. If there is no regular employee within the classification who is able to take the hours, the Employer may call any employee in another classification or any qualified on-call employee.
- F. Scheduled overtime shall be posted quarterly, with a deadline date to voluntarily sign up no more than 10 days prior to the date in which the overtime is scheduled. When an overtime shift is left unassigned, and with the approval of the Director, other qualified employees of the department shall have the opportunity to bid for the available overtime shift(s). If still left unassigned, the overtime assignment will be distributed to the most eligible bargaining unit member with the lowest number of accumulated overtime hours on the overtime distribution list.
- G. If the Employer violates the overtime policy, the only remedy will be to award the violated employee the next available overtime.

Section 12.5 Shift Assignment. Shift assignments shall be made on a semi-annual basis on the employee's preference according to his/her seniority within the bargaining unit. Those eligible must have completed at least 1 one year of service within their classification.

The employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department. The employer reserves the right to make temporary assignments in mid-period due to extended illnesses, injuries, education and training.

An employee may request a shift preference at the first selection period after he/she has completed the required probationary trial period.

Shift Bids for the six (6) month period of November 1st through April 30th will be open August 16th - 31st, and posted no later than September 1st.

Shift bids for the six (6) month period of May 1st - October 31st will be open February 13th - 28th, and posted no later than March 1st.

Section 12.6 Shift Premium. Employees shall receive a shift differential of seventy-five cents (\$.75) per hour in addition to their regular pay and overtime pay for all hours worked between 6 p.m. and 6 a.m. The shift premium amount (\$.75) shall not be eligible to be paid at time and a half.

Section 12.7 Shift Times. Management reserves the right to establish additional shifts or change shift starting and ending times with sixty (60) days notice. Should a vacancy occur of at least two (2) weeks duration, employees may be required to change their shift time as deemed necessary by the Employer. The Employer shall not make such change arbitrarily or to avoid payment of overtime. Management reserves the right to adjust the commencement times for the shifts by a maximum of one (1) hour. Any adjustment in these times shall be provided to the Association thirty (30) days prior to implementation. Management shall not make more than one such shift adjustment in a six (6) month period.

Section 12.8 Compensatory Time. Employees who are entitled to overtime pay at the overtime rate as provided in this Agreement, may be authorized in lieu of overtime payment, at their option and approved by the department head, an equivalent amount of compensatory time. An employee may bank compensatory time at one and one-half (1 ½) times the number of hours worked, up to a maximum of forty-eight (48) hours. Compensatory time off may be requested of the Department Head only after earned and at his/her discretion may be granted when workload and scheduling may permit. Employees granted compensatory time off may have such time canceled prior to beginning such leave if deemed necessary by the employer.

ARTICLE XIII **HOLIDAY PAY**

Section 13.1 Paid Holidays. The following shall be considered as paid holidays for purposes of this Agreement (prorated for part time employees):

New Year's Day
Washington's Birthday
Good Friday
Memorial Day (observed)
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
Floating Holiday

Section 13.2 Eligibility for Holiday Pay. To be eligible for holiday pay, an employee must work his/her scheduled day before and his/her scheduled day after a holiday or be on paid authorized leave (excluding leaves covered by Short Term Disability or Workers' Compensation Insurance). Employees who take leave for illness on the day before or day after the holiday may be required to present a physician's slip in order to receive holiday pay.

Section 13.3 Compensation for Holidays Not Worked. No holiday for which an employee is paid and during which he/she did not work shall be considered or treated as time actually worked by him/her for purposes of overtime compensation.

Section 13.4 Holidays During Leave. Holidays occurring during a vacation period, bereavement leave, or authorized personal leave are compensable and shall not be charged against the employee's accumulated time.

Section 13.5 Compensation for Holidays Worked. Employees who are scheduled to work on a holiday shall receive in addition to the twelve (12) hours holiday pay, time and one-half (1 1/2) for all hours worked. If an employee is required to work in excess of twelve (12) hours on a holiday, he/she shall be paid two and one-half (2 1/2) times the hourly rate for all hours in excess of the regular twelve (12) hour shift.

Section 13.6 Compensation for Non-Worked Holidays. Employees covered by this Agreement who are not scheduled and do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore designated, shall be compensated for such holiday based on eight (8) hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 13.7 Compensation when Scheduled to Work but do not Work on a Holiday. Employees who are scheduled to work on the holiday, but who request and are granted the day off due to excess coverage, will receive their normal rate of pay for that day.

Section 13.8 Eligibility for Holiday Pay. To be eligible for holiday pay, an employee must work their scheduled day before and their scheduled day after a holiday or be on authorized leave as provided in Section 13.2. When an employee agrees and/or is scheduled to work on one of the holidays as defined by the Agreement, and does not work as agreed, he/she shall not receive the pay for such holiday and may be subject to disciplinary action.

Section 13.9 Celebration Date of Holiday. Employees assigned to seven (7) day operations will celebrate the observed holidays as defined by Section 13.1 of this Agreement.

Section 13.10 Compensation for Non-Scheduled Employee who Works on Holiday. Employees who are not scheduled to work on a holiday and who are ordered to report to work shall be paid, in addition to the holiday pay, two (2) times their hourly rate for all hours worked on the holiday.

Section 13.11 Floating Holiday. One floating holiday shall be credited to the employee in the first pay period of the calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday that year. This floating holiday shall not accrue from year to year or be paid out for any reason. Compensation for floating holiday based on regularly scheduled shift hours.

ARTICLE XIV
VACATION

Section 14.1 Vacation Eligibility and Schedule. Employees working under this Agreement shall receive paid vacations in accordance with the schedule hereinafter stated and provided they are eligible.

Vacation shall accrue but not be available for use until after six (6) months of service. Such vacation shall be accrued on a biweekly basis in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>HOURS</u>
Less than 3 years	80
3, but less than 5 years	96
5, but less than 10 years	120
10, but less than 15 years	136
15, but less than 25 years	160
25 or more years	200

Section 14.2 Vacation Carryover, Waiver, and Pay Upon Termination. Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of two hundred (200) hours. Any hours beyond the two hundred (200) hour maximum, even when approved for extension by the department head or County Administrator, shall not be included in the employee's payout calculation upon termination for any reason, unless a timely request for vacation leave has been denied.

An employee may not waive a vacation and receive extra pay for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the maximum carry-over provision will not be invoked, provided the employee utilizes the excess hours within one hundred eighty (180) calendar days.

Upon termination of employment, an employee, employee's spouse, designated beneficiary, or employee's estate, shall be compensated in wages for unused vacation leave that such employee has accrued through the date of termination, subject to the above limitations.

Section 14.3 Illness During Vacation. If an employee becomes ill and/or is under the care of a physician during his/her vacation, he/she may choose to use available personal leave and/or accrued sick leave bank (if applicable) rather than vacation leave for that period of time. A physician's statement may be required by the Employer.

Section 14.4 Vacation Scheduling. Vacation requests for November 1st - April 30th will be accepted from August 16th - September 15th, and posted to the schedule no later than October 1st.

Vacation requests for May 1st - October 30th will be accepted February 13th - March 15th, and posted to the schedule no later than April 1st.

Employees shall be permitted to schedule their vacation in conjunction with their regular pass days. Approved requests of two (2) or more vacation days will provide for pass days in conjunction

with the request to be considered "vacation" whereas the employee will not be eligible for overtime unless mutually agreed upon, or during an emergency work assignment identified in Section 2.4.

Vacation requests shall be scheduled by Classification Seniority with preference given to multiple day requests of five (5) or more regularly scheduled working days. Employees who request vacation periods encompassing the following holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day, shall refrain from taking both sets of holidays in the same year. Further, employees shall not take the same holidays (described above) two years consecutively. Any requested change in vacation schedule after notification will require at least thirty (30) days' notice. Exceptions may be made for unusual circumstances.

Only one (1) employee in each classification shall be scheduled for vacation at any one time. Any second request, or any overlapping days of requested vacation by employees shall be subject to management approval based on staffing. The employer shall provide a 60 (sixty) day notice before changing this procedure.

Section 14.5 Vacation Pay. Vacation pay will be at the current rate, less premium pay, of the employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plan.

Section 14.6 Maximum Length of Vacation. In an effort to assure all employees a reasonable opportunity to request the vacation periods consistent with their personal needs, the Employer reserves the right to approve vacations up to a maximum of seventeen (17) consecutive days. Vacation requests which exceed two (2) weeks will be held for final evaluation by the Director until all other vacation requests have been submitted.

ARTICLE XV **INSURANCE AND RETIREMENT BENEFITS**

Section 15.1 Health Insurance. At a minimum of 90 days prior to the expiration of this Agreement, at the request of either party, a meeting shall occur to discuss health, dental and vision insurance coverage options.

Notwithstanding any contrary provision, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

2022: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2022, each employee will receive a total payment for 2022, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

2023: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2023, each employee will receive a total payment for 2023, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

Commencing January 1, 2017, the Employer may offer a second lower cost health care plan. Employees shall have the option to select this plan.

If the County Board of Commissioners, for subsequent plan years commencing 2018, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Effective January 1, 2017, all employees covered under the medical benefit plan will be required to pay 20% of the total health insurance premium and taxes of his/her elected plan.

- A. Dual Coverage. In situations where a bargaining unit member's spouse is a full-time employee of the County, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

A bargaining unit member who receives either "primary" or "dependent" coverage from the County shall not be eligible for any payment in lieu of coverage.

- B. Payment in Lieu of Health Insurance. Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical insurance plan because they are eligible for coverage under another qualified group health insurance plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation based upon their medical care coverage eligibility status.

The amount of such compensation may be fixed by the Board of Commissioners, but shall not be less than \$2,000.00 per year. Payments will be made once per year (December of each year). This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the

Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator within thirty (30) days and re-enroll in the County health insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

The benefits provided under this section shall be secondary to any personal protection or personal injury benefits available from an insurer under a motor vehicle policy described in Section 500.3101(1) of the Michigan Compiled Laws.

Eligibility and benefit provisions are provided subject to plan documents.

The employee is obligated to pay any applicable cost share whether actively at work or on an approved leave. Failure to make the required cost share payment in a timely manner will result in loss of coverage.

Section 15.2 Optical and Dental Insurance. The Employer shall provide the same optical and dental insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

Eligibility and benefit provisions are provided subject to plan documents.

Section 15.3 Retirees Group Health. Employees shall not be eligible for health insurance upon retirement.

Section 15.4 Workers' Compensation. Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee, if eligible for workers' compensation, may choose to receive, in addition to his/her workers' compensation benefits, the difference between those benefits and his/her regular net pay, to be paid by the Employer from the employee's sick or personal leave bank. The subsidy will terminate upon the exhaustion of the employee's leave banks.

In addition, the employee's health, dental, optical and life insurance as specified in this contract will continue to be provided by the Employer while the Employee is on workers' compensation for a period of up to twelve (12) months.

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians or a physician selected by the Employer's workers' compensation carrier. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist will be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition.

Section 15.5 Unemployment. The Employer agrees to be compliant with all unemployment laws.

Section 15.6 Retirement.

- A. **Defined Contribution Plan.** All regular full time and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under a Defined Contribution plan as selected by the Employer. The Employer shall contribute 3% of wages under the Defined Contribution Plan. Employees may choose to make a one-time irrevocable decision to contribute 3% of their wages to the plan, and if the employee chooses to contribute 3%, the Employer will contribute an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years of service, 75% after 5 years of service, and fully vested after 6 years of service with Grand Traverse County.

Employees already enrolled under the Defined Contribution Plan as of December 31, 2014, shall receive from the Employer 6% of wages into the Defined Contribution Plan. Employees who made the one-time irrevocable decision to contribute 3% of their wages to the defined contribution plan, shall receive from the Employer an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service.

Section 15.7 Life Insurance and AD&D Insurance. The Employer agrees to pay the full premium for term Life Insurance and Accidental Death and Dismemberment Insurance for regular full-time employees in the amount of \$20,000 or one times annual base salary, whichever is greater, said insurance to become effective the next day following six (6) consecutive months of employment as a regular employee in accordance with the plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Section 15.8 Short Term Disability Insurance. The Employer agrees to provide Short Term Disability Insurance for all regular full time employees under the same terms and conditions as non-union employees receive, which may change from time to time. Under the current plan said insurance is to be effective the next day following one hundred eighty (180) days of consecutive service as a regular employee in accordance with the plan documents. This insurance shall provide 66 2/3 percent of the employee's pre-disability wages for up to one hundred eighty-two (182) days for absences due to injury or illness as approved by the insurance carrier. The coverage will begin on the eighth (8th) calendar day following injury or illness. Employees must use paid leave to cover the eligibility period before going on short term disability. Eligibility and benefit provisions are provided subject to plan documents.

Health, dental, optical and life insurance provided by the Employer shall continue during the duration of this coverage. The employee is responsible for all premium payments to the Employer. If premium payments are not remitted all health, dental and optical insurance will be cancelled.

Section 15.9 Long-Term Disability Insurance. All employees on the Defined Contribution Retirement Plan and actively at work at least fifteen (15) hours each week shall be eligible for Long-Term Disability Insurance in accordance with the plan document. This coverage shall provide sixty percent (60%) of the employee's regular pre-disability earnings for up to twenty-four (24) months for absences due to an eligible injury or illness as determined by the insurance carrier.

The employee is responsible for cooperating with the carrier's application requirements.

Health, Dental, and Vision insurance provided by the employer shall continue for twelve (12) months from the original date of disability, in coordination with Short Term Disability. The employee is obligated to pay any applicable cost share while on an approved leave, as stated in Section 15.1.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Employees on the Defined Benefit Retirement Plan are not eligible for Long-Term Disability Insurance.

ARTICLE XVI **VACANCY, PROMOTION AND TEMPORARY TRANSFER**

Section 16.1 Promotion and Vacancies. Promotion and Vacancies within the Bargaining Unit. In order to provide advancement opportunity when vacancies exist in the bargaining unit, the Employer will post for a period of five (5) working days a list of such vacancies indicating the title and rate of pay. The minimum qualifications for the position shall also be included in the posting. Employees who are interested shall make application for such vacancies pursuant to the Employer's normal process within the five (5) day posting period. Placement and/or advancement shall be at the Employer's discretion and the Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer reserves the right to fill a vacancy from outside the bargaining unit.

Employees who are promoted shall be paid at the wage step in the higher classification which reflects an increase. The date of the promotion shall be the employee's new seniority date for purposes of future step increases within the new classification.

Section 16.2 Transfers. A transfer is defined as a lateral move to another classification within the same pay grade, within the same department. The Employer will post the open position, listing the minimum qualifications. The most-senior qualified applicant will be considered for the position and, if selected, will be required to serve a trial period, in accordance with the contract. Failure to fill the position within the department, the position will be posted within the bargaining unit. Failure to fill the position within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

Section 16.3 Trial Period for Current Employees Who are Promoted or Transfer to a New Position. The successful applicant for promotion or transfer shall serve up to a 2080 hours' worked trial period. At any time during this trial period, the employee may, on his or her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, the Employer shall have the right to return the employee to his or her former classification without loss of seniority. The employee's or Employer's decision to return the employee to his/her former

classification is not subject to the grievance procedure. If an employee is absent from work for any reason for more than five (5) workdays, his/her trial period shall be extended by a period equal to the duration of such absence. The Employer will provide assistance to the applicant by a qualified individual during their training period.

- A. During such trial period, the Employer, for just cause, may demote such employee back to his/her former classification. It is further agreed that employees may exercise the right to voluntarily return to their former classification. In either event, employees shall not lose seniority for previous time in grade, plus the trial orientation period in the new position. Employees who are demoted from a higher classification for disciplinary reasons may be required to serve a six (6) month probationary period and shall be subject to all terms of this Agreement. The employee demoted, or voluntarily returning, shall not be permitted to disrupt the then in effect shift preference of other employees within the bargaining unit.
- B. Employees who return to a classification within the bargaining unit after one (1) year shall not lose seniority for previous time in that classification, or in the bargaining unit, but shall not be credited with seniority for time outside the bargaining unit.

Section 16.4 Pay Rate for Promotion/Demotion or Lateral Moves. Promotions for the purposes of this article are defined as situations in which an employee receives a position at a higher pay grade. If an employee receives a promotion they will be paid as follows:

Employees who are promoted shall be paid at the wage step in the higher classification which reflects an increase. The date of the promotion shall be the employee's new seniority date for purposes of future step increases within the new classification.

Should an employee transfer to an equivalent position within in the same grade and within the Bargaining Unit their pay rate will not change.

In the event an employee is demoted or applies for a lower level position the employee will be paid at the wage step in the lower classification which results in a decrease. The date of the demotion will be the employee's new seniority date for purposes of future step increases within the new classification.

Section 16.5 Temporary Vacancy. For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the most-senior qualified applicant within the department. The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this section as soon as possible.

ARTICLE XVII **UNIFORMS**

Section 17.1 Uniforms Furnished by Employer. The Employer agrees to furnish the following uniforms to full time employees: a minimum of three (3) shirts/blouses; three (3) pair of pants/skirts; two (2) sweaters, and other wearing garments which are required by the Employer, excluding footwear. The Employer agrees to replace on an as-needed basis.

ARTICLE XVIII
GENERAL

Section 18.1 County Safety Committee. All safety concerns shall be reported to the Department Head with a copy to the Human Resources Director.

Section 18.2 Access to Personnel File. The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon request and appointment, in the presence of the Employer, have access to his/her personnel file.

Section 18.3 Visits by Authorized Representatives of the Association. Authorized representatives of the Association shall be permitted to visit the operation of the Employer during working hours to talk with the President or designated Alternate, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Association will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 18.4 Legal Assistance Provided by Employer. 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 in the lawful performance of his/her assigned duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 18.5 Training School Expenses. The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the County Board of Commissioners if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 18.6 Use of Personal Vehicle. Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.

Section 18.7 Equipment. If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects. If the supervisor determines the equipment to be defective, he/she shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he/she must so notify the employee in writing.

The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 18.8 Bulletin Board Notices. The Employer will provide a bulletin board in the facility where employees hereunder are employed for the use of the Association and the Employer. Only official notices are to be posted and must have the signature of the President or Employer

Representative. The Association/Employer will promptly remove from such bulletin board any material which is detrimental to the Association/Employer relationship.

Section 18.9 Rest Periods. Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

Section 18.10 Bonding. Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 18.11 Court Appearances. Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners on matters related to the lawful performance of their work, on days off or other authorized off-duty time, will be paid a minimum of two (2) hours at time and one-half (1 1/2) for their set appearance in lieu of any witness fees.

Section 18.12 Call In. The employees of the bargaining unit will be paid a minimum of two (2) hours at time and one half (1 1/2) for call back in time, and a minimum of three (3) hours in event an employee is called in on a scheduled holiday or vacation period. In the event that the call back in occurs on a holiday recognized by this Agreement, the three (3) hour minimum shall be paid at the holiday premium rate of pay, excluding shift premium, unless said time exceeds the prescribed time limits contained in Section 13.5.

Section 18.13 Hours Considered Worked. All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

Section 18.14 Pay Periods. The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Pay day will be every other Friday following the end of the pay period for hourly employees.

Section 18.15 Association's Right to Examine Time Sheets. The Association shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Association, such records shall be furnished by the Employer for inspection.

Section 18.16 Employer's Right to Establish Rules. The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Association believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, the Association can request a special conference (Section 5.1) and not subject to the grievance procedure.

Section 18.17 Tuition Reimbursement. Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County policy.

Section 18.18 Training Opportunities. All voluntary training opportunities shall be posted for sign-up, and the employer will determine who will be sent based on scheduling, prior training opportunities, need, etc. Employees of the bargaining unit will be scheduled for all mandatory training to comply with the most current State 911 Committee minimum dispatcher training standards as well as the required continuing education.

Section 18.19 Alcohol & Drug Free Workplace. The County's Drug Free Workplace Policy applies to bargaining unit employees. Employees violating this policy will be subject to disciplinary action, up to and including termination. Changes to this section of the policy are subject to ten (10) days' prior written notice to the Union.

Section 18.20 Travel Time. Employees shall be paid for all hours in accordance with applicable laws.

Section 18.21 Emergency Manager. To the extent required by MCL 423.215(7), an Emergency Financial Manager appointed under the Local Government and School District Financial Accountability Act (being MCL 141.1541, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

ARTICLE XIX **SAVINGS AND WAIVER CLAUSE**

Section 19.1 Savings Clause. If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendums shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 19.2 Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 19.3 Past Practices. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

Appendix A Wage Scale

Effective January 1, 2022		Increase over 2021				4.5%
	Train 1	Train 2	3	4	5	6
H	19.94	21.38	25.14	26.31	27.50	28.75

Effective January 1, 2023		Increase over 2022				3.0%
	Train 1	Train 2	3	4	5	6
H	20.54	22.02	25.89	27.10	28.33	29.61

*New supervisors will be placed in the wage scale at the step that results in the rate of pay that represents an increase in the hourly wage above the highest wage rate of the non-supervisory dispatchers bargaining unit. Steps 1 and 2 of the prior wage scale were eliminated, effective January 1, 2020, to facilitate this objective.