

FINAL FOR EXECUTION
8/11/2022

COLLECTIVE BARGAINING AGREEMENT



BETWEEN
ISABELLA COUNTY BOARD OF COMMISSIONERS
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
DISPATCH SUPERVISORS UNIT

EFFECTIVE
JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

**AGREEMENT BETWEEN
ISABELLA COUNTY BOARD OF COMMISSIONERS
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
DISPATCHERS UNIT**

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PURPOSE AND INTENT

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

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

ARTICLE 1: RECOGNITION

1.1 Collective Bargaining Unit.

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

All full-time, regularly scheduled dispatcher supervisors.

But excluding: the Director and Assistant Director of Central Dispatch and all other Isabella County employees.

1.2 Other Agreements.

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

ARTICLE 2: REPRESENTATION

2.1 Steward.

A. The Employer agrees to recognize one (1) Steward who shall be elected or selected by the Local Union from active non-probationary employees in the collective bargaining unit.

(1) It shall be the function of the Steward to process grievances and to assist in the administration of certain terms of this Agreement as provided herein.

(2) An Alternate Steward may be selected who shall serve only in the absence of the Steward.

B. Investigations or discussions of grievances shall take place during non-work hours.

- C. The Employer shall have no liability or obligation of any nature whatsoever to pay the Steward or any other Union member for the time spent attending hearings, conferences, etc., before any governmental agency or other body.
- D. Further, the County shall have no liability or obligation of any nature whatsoever to pay the Steward or any other Union member for the time spent on Union activities including bargaining or duties outside the County's properties.

2.2 Notification.

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

ARTICLE 3: SENIORITY

3.1 Seniority Definition.

- A. Seniority shall be defined as the length of the employee's full-time continuous service with the Isabella County Central Dispatch Supervisor's Unit commencing from the employee's date of hire or transfer into the Supervisor's Unit.
 - (1) An employee's "last date of hire" or "transfer" shall be the most recent date upon which he or she commenced full-time continuous work without a break in service in a position included in the Dispatch Supervisors Unit. Where two (2) or more employees have the same seniority date, their relative seniority shall be determined alphabetically by surname.
- B. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

3.2 Seniority Accumulation on Leave of Absence.

- A. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections in this Agreement.
- B. An employee shall retain but shall not continue to accumulate seniority while on all approved but unpaid leaves of absence unless otherwise specifically provided in one of the leave of absence sections in this Agreement.

3.3 Seniority Upon Transfer to Non-Bargaining Unit Position.

- A. Any employee covered by this Agreement who is transferred from a classification covered by this Agreement to a position within the County's employ that is not included within this supervisory unit shall accrue no further seniority in this bargaining unit as of the date of the transfer. However, said employee shall be entitled to retain or "freeze" the previous seniority that he accrued in the supervisory bargaining unit prior to said transfer.
- B. Upon completion of any probationary period required of an employee promoted into the supervisory unit, he/she shall have no right to voluntarily transfer back into the dispatch non-supervisory bargaining unit. However, if said employee does not successfully complete any probationary period required of a person promoted into the supervisory unit, he/she shall have the right to transfer voluntarily back into the non-supervisory bargaining unit in the event there is a vacancy that occurs within one (1) calendar year from the date of promotion expressly conditioned upon the written concurrence/agreement by the non-supervisory bargaining unit.

3.4 Loss of Seniority.

An employee's seniority within the supervisory unit and his or her employment relationship with the Employer shall terminate if the employee:

- A. Resigns or quits;
- B. Is discharged or terminated, and such is not reversed;
- C. Retires;
- D. Has been on layoff, sick leave, or leave of absence including workers compensation leave of absence for a period of time equal to his supervisory bargaining unit seniority at the time of the layoff, sick leave, or leave of absence for twelve (12) months, whichever is less;
- E. Is absent from work, including the failure to return at the expiration of a leave of absence, vacation, layoff, disciplinary layoff, or sick leave, for three (3) consecutive working days unless otherwise excused;
- F. Pleads guilty, nolo contendere, or is convicted of a felony or a work-related misdemeanor in the sole discretion of the Employer;
- G. Any employee who loses his/her LEIN privileges shall lose his/her employment;
- H. He is declared mentally incompetent by a Probate Court of competent jurisdiction;
- I. Makes an intentionally false statement on his employment application, on an application for leave of absence, or on any other official report or Employer document;

- J. Fails to notify the Employer within three (3) consecutive working days that he will not be reporting for work unless otherwise excused.

ARTICLE 4: DISCIPLINE

4.1 Just Cause.

The County shall not discipline, suspend, or discharge any non-probationary employee except for just cause.

4.2 Rules.

The Employer reserves the right to establish work rules and regulations governing the conduct of its employees as provided in Article 7 of this Agreement. (Rights of the Employer)

4.3 Suspension Pending Investigation.

The Employer or his designated representative reserves the right to suspend an employee with or without pay, depending on the circumstances, pending the investigation of a complaint. The time limits provided for in the Grievance Procedure set forth in this Agreement at Article 6 shall not begin to run, nor shall any grievance be processed or filed, until the employee receives written notification of what disciplinary action, if any, will be imposed as a result of the pending investigation.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 Grievance Definition.

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

5.2 Grievance Procedure.

All grievances shall be handled in the following manner:

- A. Step 1. Verbal Procedure. An employee shall, either within seven (7) calendar days of the occurrence of the incident which gave rise to the grievance or within seven (7) calendar days following the date the affected employee first reasonably should have known of the events giving rise to the grievance, first discuss it with the Employer or his designee, with the object of resolving the matter informally. Failure to observe the requirements of this Step will cause immediate termination of the grievance. The Employer or his designee shall give his answer within seven (7) calendar days. The Employer or his designee’s failure to answer the grievance within the deadline

required by this Step shall constitute a denial of the grievance as of the date on which an answer was due to the grievant.

- B. Step 2. Written Procedure. Presentation to County Administrator/Controller. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be reduced to writing in triplicate, signed by the Steward, and submitted to the Administrator/Controller or his designee within five (5) calendar days of the denial of the Step 1 grievance. The grievance shall be submitted on a form approved by the County and supplied by the Union. The written grievance shall describe in detail the events upon which the grievance is based, identify the name of the affected employee, if any, and specify which Articles and Sections of this Agreement have been violated. The Union's failure to observe any of the requirements of this Step will cause automatic termination of the grievance.
- C. Step 3. Employer's Reply. Within ten (10) calendar days of receipt of the written grievance, the Employer or his designee will serve upon the Steward a written response to the grievance. Said response will be written in an area designated for such response on the grievance form. The Employer's or his designee's failure to serve a grievance response on the Steward or employee within the deadline required in this Step shall constitute a denial of the grievance by the Employer as of the working day on which the written response was due to the Steward.

5.3 Time Limitations.

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

5.4 Grievance Resolution.

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

5.5 Grievance Settlements.

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

5.6 Expedited Grievance.

Should a non-probationary employee who has been discharged consider such discipline to be improper, the Union may file a written grievance. Such grievance must be filed within five (5) calendar days following the date such discharge was imposed at Step 2 of the Grievance Procedure. The Union must file the grievance on behalf of the employee so disciplined by delivering a copy of the grievance to the Employer or his designee. A grievance relating to the discharge of a non-probationary employee must be presented within the time limits and in the manner required in this Section or it shall be considered abandoned and no appeal allowed.

5.7 Election of Remedy.

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union 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. The above does not apply if there are two (2) separate issues arising from the same incident. Employees still must adhere to the contract grievance procedure time limits.

ARTICLE 6: LAYOFF, BUMPING RIGHTS, AND RECALL

6.1 Layoffs.

- A. Temporary or irregular employees in the bargaining unit shall be laid off first prior to a layoff of any bargaining unit members.
- B. Reductions in the workforce shall be on the basis of inverse seniority, provided, however, that the senior employees retained have the necessary training, ability, and experience to perform the remaining available work at the sole discretion of the Employer.
- C. Retention and layoff decisions based on training, ability, and experience shall be made solely at the discretion of the Employer.

6.2 Notification of Layoff.

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

6.3 Bumping Rights. Full-time employees shall have the right to bump into part-time positions within the Supervisory Bargaining Unit, when they have a greater number of hours actually worked in continuous service with the Isabella County Central Dispatch Center than the individual occupying the part-time position in the Supervisory Bargaining Unit.

6.4 Recall.

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

6.5 Notification of Recall.

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

ARTICLE 7: RIGHTS OF THE EMPLOYER

7.1 Rights.

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

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

7.2 Residency.

Within six (6) months after successful completion of his/her probationary period, employees shall reside at a location no greater than 20 miles from the nearest boundary of the County of Isabella.

7.3 Temporary Assignment/Rate of Pay for Working out of Classification.

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

7.4 Temporary Employees.

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

ARTICLE 8: PROBATION

8.1 Probationary Period.

- A. All newly hired full-time employees shall be considered probationary employees for a period of 2,080 hours of work following successful completion of the training program, after which time their seniority shall be as of their last date of hire into the Dispatch Supervisory Unit.
- B. All newly promoted Full-Time employees shall be considered probationary for a period of 1040 hours of work following successful completion of the training program after which time their seniority shall be as of their last date of transfer into the dispatch supervisory unit.
- C. Service in a part-time position shall not count toward the completion of an employee's full-time probationary period.
- D. Until an employee has completed any probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement.
- E. There shall be no seniority among new hire or promoted probationary employees.

ARTICLE 9: BARGAINING UNIT WORK

9.1 Bargaining Unit Work.

- A. Administrators, management or non-supervisory dispatchers may perform bargaining unit work based on the needs of the operation.
- B. Dispatch Supervisors shall be ordered into work second for eligible Dispatcher work.

ARTICLE 10: OUTSIDE EMPLOYMENT

10.1 Outside Employment.

No employee shall work at any secondary employment which conflicts with, compromises, or impairs his/her responsibilities as civilian dispatcher supervisor in the sole discretion of the Employer. All secondary employment must be submitted to the Employer for prior written approval which shall be filed in the Employee's personnel file, and is subject to revocation if, in the sole discretion of the Employer, such employment is adversely affecting the Employee's job performance for Isabella County.

ARTICLE 11: MEDICAL/FITNESS FOR DUTY

11.1 Annual Physical Examinations.

- A. All employees may be required to submit to a physical, hearing, or vision examination by a physician selected by the Employer based on reasonable cause based on job performance.
- B. The cost of the physical examination shall be borne by the Employer.
- C. The employee shall receive a copy of the results of the physical examination.
- D. The Employer may require an employee to sign a release in order that a copy of the physical examination is provided by the examining doctor to the Employer.
- E. The exam may include a blood and/or urine test and/or hair and/or vision and/or hearing tests.

11.2 Mandatory Leave.

Where an employee's physical or mental condition reasonably raises a question as to an employee's capability to adequately perform his job, the Employer may place the employee on a leave of absence for up to three (3) working days. If the employee's condition is such that a leave of absence of more than three (3) working days is deemed necessary by the Employer, the employee may be required to participate in an examination by a physician selected by the Employer and, if cause is found, the employee may be placed on extended medical leave or be subject to other employment decisions.

ARTICLE 12: UNION ACTIVITIES

12.1 Union Activities.

There shall be no unauthorized Union activities during working hours or on work premises. The circulation of petitions, paperwork, or other matters not authorized by the Employer by individuals or groups during working hours or upon the Employer's premises at any time is strictly prohibited. No Union buttons or other designations shall be worn upon the uniform of the employees at any time unless approved by the Employer. Furthermore, no documents or materials of any kind may be posted on the Employer's bulletin board or premises without the

Employer's express written permission. The Employer shall provide a space for a bulletin board or provide a portion of an Employer bulletin board for the posting of various Union notices which are first approved by the Employer.

ARTICLE 13: WORK STOPPAGES

13.1 No Strike Pledge.

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

13.2 Violation of No Strike Pledge.

Any employee who engages in any activity prohibited by Section 14.1 shall be subject to such disciplinary action by the Employer as is appropriate, up to and including discharge. The Union acknowledges that discharge is an appropriate penalty for violation of Section 14.1. Any appeal to the grievance procedure shall be limited to the question of whether the employee did, in fact, engage in activity prohibited by Section 14.1. If an employee is correctly determined by the Employer to have violated Section 14.1, there shall be no course by use of the grievance and arbitration procedure.

ARTICLE 14: HOURS OF WORK AND OVERTIME

14.1 Payroll Period.

The normal payroll period shall consist of 14 consecutive days.

14.2 Hours.

The normal work period is eighty (80) hours. In compliance with an Order of the National Labor Relations Board certifying the Union as a bona fide representative of employees under Section 7(b) of the Fair Labor Standards Act, the Employer may implement a modified work schedule based upon a 12, 10, or 8 hour day, or any combination thereof. This modified schedule may be changed, modified, or discontinued by the Employer at its sole discretion.

14.3 Work Day.

- A. A work day shall be defined as a twenty-four (24) hour period commencing with the start of an employee's regularly scheduled shift.
- B. An employee's normal work day shall consist of twelve (12), ten (10), or eight (8) consecutive hours.

- C. Determination of shift schedules and hours worked per day shall be the exclusive decision of the Employer.
- D. The Employer shall designate and have the right to change the starting and quitting times of all shifts.
- E. In compliance with an Order of the National Labor Relations Board certifying the Union as a bona fide representative of employees under Section 7(b) of the Fair Labor Standards Act, employees working a twelve (12) hour day may not receive a thirty-five (35) minute unpaid lunch break.

14.4 Work Schedule.

- A. The work schedule shall be established by the Employer solely at its discretion and posted a minimum of thirty (30) days in advance for full-time employees:
 - (1) The Employer reserves the right to change the work schedule and the starting and quitting times for any and all shifts in order to meet any contingencies.
 - (a) An employee shall be notified via the schedule at least seven (7) calendar days prior to any change in his/her schedule. An employee may elect to waive the seven (7) day notice.
 - (b) In case of emergency, including staff shortage, the schedule may be modified as necessary to cover the workload.
 - (c) Emergency leave, meetings, and personal leave shall be considered emergency situations in regard to provisions in 15.4(A)(1)(b).
 - (d) Severe Inclement Weather: In the event the County Administrator Controller closes County facilities due to severe inclement weather the Employer agrees to compensate those members of the Unit who are required by the 911 Director or his designee, to report for duty on or after the time of weather closure, 1.5 times their regular rate of pay for the hours worked until the end of the employee's shift – or midnight on the date of the closure. The 911 Director or his designee has the sole authority to determine who in the Unit is required to report. Those not required to report for duty, but scheduled to work, will receive their regular straight-time pay.
 - (2) The work schedule is to be posted in a prominent area for all employees to view.
- B. Employees shall be responsible for reviewing their work schedule at the beginning and end of each shift.
- C. Employees who wish to trade shifts must first obtain the Employer's express consent to trade at least forty-eight (48) hours in advance of the shift affected by the trade.

(1) Exceptions to this time limit may be permitted at the Employer's sole discretion.

14.5 Shift Period and Shift Bid.

- A. A shift or schedule period shall consist of twenty-six (26) consecutive weeks corresponding to thirteen (13) payroll periods during which the Employer shall make a good faith effort to assign full-time employees to a regular shift. The Union accepts that operational needs may require a variation on hours of work/shifts.
- B. The shift assignments shall be based on the results of a shift bid procedure:
 - (1) At least six (6) weeks prior to the end of the shift period full-time employees may submit in writing their preferences for shift assignments commensurate with the number of shift choices available to bid. The Employer's intent is to use twelve (12) or fourteen (14) week blocks. The Employer will give a minimum of 10 days advance written notice if it changes a shift assignment period.
 - (2) Full-time employees would then be assigned work shifts in order of seniority and based on individual skills and operational needs in the sole discretion of the Employer.
 - (3) Probationary employees may be exempted from the bidding process and be assigned a shift position by the Employer.

14.6 Overtime.

- A. All employees shall be expected to work overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Employer or his designated representative.
- B. Scheduled overtime opportunities will be assigned among employees entirely at the Employer's discretion.
- C. An employee who is ordered into work on the 2nd consecutive day of a three consecutive day off, with less than 24-hour notice shall receive double-time for the hours worked. Volunteering to work on the 1st day off does not change this entitlement.
- D. Issues concerning overtime equalization shall not be subject to the grievance procedure.
- E. Severe Inclement Weather: In the event the County Administrator Controller closes County facilities due to severe inclement weather the Employer agrees to compensate those members of the Unit that are required, by the 911 Director or his designee, to report for duty on or after the time of weather closure, 1.5 times their regular rate of pay for the hours worked until the end of the employee's shift – or midnight on the date of the closure. The 911 Director or his designee has the sole authority to determine who in the Unit is required to report. Those not required to report for duty, but scheduled to work, will receive their regular straight-time pay

ARTICLE 15: WAGES

15.1 Wages.

**ISABELLA COUNTY
DISPATCHER SUPERVISOR WAGE SCALE
April 2, 2020-December 31, 2020 +2.5% Increase effective 1/1/2020**

Wages 2020

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Dispatcher Supervisor	19.77	20.71	21.64	22.57	23.50	24.44
	Annual	43,182.59	45,219.72	47,256.84	49,293.97	51,331.09	53,368.22

**ISABELLA COUNTY
DISPATCHER SUPERVISOR WAGE SCALE
August 19, 2021-December 31, 2021 +1% Increase effective 8/19/2021**

Wages 2021

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Dispatcher Supervisor	19.97	20.91	21.85	22.80	23.74	24.68
	Annual	43,614.42	45,671.92	47,729.41	49,786.91	51,844.40	53,901.90

**ISABELLA COUNTY
DISPATCHER SUPERVISOR WAGE SCALE
January 1, 2022-December 31, 2022 +2.5% Increase effective 1/1/2022**

Wages 2022

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Dispatcher Supervisor	20.47	21.43	22.40	23.37	24.33	25.30
	Annual	44,704.78	46,813.72	48,922.64	51,031.58	53,140.51	55,249.45

Wages for 2023 shall be subject to a wage re-opener.

15.2 Communication Training Officer (CTO) Pay.

Members of the bargaining unit who have completed CTO training and are certified to train shall be paid a premium of fifteen percent (15%) of their hourly base pay when actively assigned to train a new employee during the new hire's training period. The amount of the training time assigned to a CTO shall vary and be dependent upon the length and duration of the Director's assignment.

15.3 Call Back Pay.

Any employee called in to work on his/her day off or prior to the commencement of his/her shift on a work day shall receive premium pay at one and one-half (1½) times his regular rate after 40 hours have been worked on the job excluding the use PTO shall be guaranteed a minimum of two hours pay. Notwithstanding the above, for 12-hour shift employees, overtime shall only apply for hours worked on the job over 80 hours in a 2-week payroll period.

15.4 Shift Differential.

Employees working the night shift shall receive \$0.25 per hour for all hours worked on the night shift.

15.5 Court Pay.

Any member of the bargaining unit who is called to testify in court while not on duty concerning a work-related matter shall receive a minimum of two (2) hours premium pay at time and one-half.

15.6 Overtime Pay.

- A. Time and one-half shall be paid for all hours worked on the job over forty (40) hours in any work week.
- B. For 12-hour shift employees overtime shall only be paid for hours worked on the job over 80 hours in a 2 week payroll period.
- C. For purposes of determining hours worked, the use of paid leave time scheduled prior to the overtime being scheduled shall be included. Paid leave time not scheduled in such a manner shall not be included in determining hours of work for purposes of this provision.
- D. If pursuant to Article 14.4 A(1), the Employer institutes a modified work schedule, overtime shall be paid at the rate of time and one-half the employee's regular hourly base rate of pay for work performed in excess of eighty (80) hours in any pay period.
- E. Severe Inclement Weather: In the event the County Administrator Controller closes County facilities due to severe inclement weather the Employer agrees to compensate those members of the Unit that are required, by the 911 Director or his designee, to report for duty on or after the time of weather closure, 1.5 times their regular rate of pay for the hours worked until the end of the employee's shift – or midnight on the date of the closure. The 911 Director or his designee has the sole authority to determine who in the Unit is

required to report. Those not required to report for duty, but scheduled to work, will receive their regular straight-time pay.

- F. An employee who is ordered into work on the 2nd consecutive day of a three consecutive day off, with less than 24-hour notice shall receive double-time for the hours worked. Volunteering to work on the 1st day off does not change this entitlement.

15.7 Bonds.

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

15.8 Business Travel.

Rules for business travel and mileage reimbursement shall be as stated in the County's Travel Policies including training.

15.9 Meal Allowance.

- A. Employees of the Central Dispatch Center are eligible for meal reimbursement in the following situations:

- (1) When an employee is required to travel for work in excess of 140 miles.
- (2) When an employee is required to travel for work less than 140 hours but the trip lasts an extended period of time which would necessitate the employee to miss a normal meal time.
 - (a) The 911 Director will determine if the length of time spent will be eligible for the meal reimbursement.
- (3) Training or other commitments that require the employee to be outside of the county for a period of time that would necessitate the employee to miss a normal meal time.

- B. The parties shall agree to utilize the US General Services Administration Meal Rates Schedule for Training.

ARTICLE 16: HOLIDAY PAY

16.1 Pay for Holidays Not Worked.

- A. All full-time employees occupying a job classification covered by this Agreement who have completed sixty (60) calendar days of employment with the Employer shall receive 12 hours of pay at their straight-time regular rate of pay upon the occurrence of each of the following recognized holidays:

New Year's Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day following Thanksgiving Day
Juneteenth (effective 6/2022)	December 24
Independence Day	Christmas Day
Labor Day	

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

- (1) The employee must work the last regularly scheduled day before and the first regularly scheduled day after the holiday, unless the employee provides written medical verification as proof of illness for such day(s) and has a sufficient amount of approved PTO to account for such absence.
- (2) The employee must not be on layoff.
- (3) The employee must not be suspended for disciplinary reasons.
- (4) An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay unless otherwise excused by the presentation of written documentation, such as medical verification.

16.2 Pay for Holidays Worked.

- A. Employees who work a scheduled holiday shall be paid time and one-half for actual hours of work.
- B. Employees who are called in to work on any holiday shall be paid two (2) times their hourly rate of pay for actual hours of work.

ARTICLE 17: INSURANCE

17.1 Health Plan.

- A. Full-time bargaining unit members and their dependents shall participate in the same Health Plan under the same terms and conditions as uniformly provided to non-union employees, including the same deductibles, co-pays, and coverages which may change from time to time. Upon expiration of this contract, either party may demand to negotiate a different healthcare insurance benefit.
 - (1) In situations where a bargaining unit member's spouse is a full-time employee of Isabella County within this bargaining unit, said employees shall decide which employee receives "Primary" coverage and which employee receives dependent coverage.

- (2) In situations where a bargaining unit member's spouse is a full-time employee of Isabella County outside this bargaining unit, the bargaining unit member and his/her spouse shall decide who shall be assigned coverage as a "dependent". If they do not decide within the required time, then the bargaining unit member shall be assigned coverage as a "dependent."
- (3) (a) A bargaining unit member who receives either "primary" or "dependent" coverage from Isabella County shall not be eligible for any payment in lieu of coverage.
- (b) In addition to any other costs for which the employee may be responsible as herein provided, all employees who elect, enroll and participate in coverage under this Agreement shall pay the difference between the Employer's maximum contribution under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act 152 of the Michigan Public Acts of 2011 as annually determined by resolution of the Board of Commissioners and the illustrated premium cost of the plan selected. Employee contributions shall be with-held through the automatic payroll withholding. The employees in this Unit will pay the same rates and premium contributions as all other employees of the County consistent with Section 12.1A above.
- (c) The terms, conditions exclusions, and limitations specified in the Employer's Policy with its insurance carrier shall govern all conditions of eligibility for and payment for benefits.
- (d) To qualify for the medical benefits as above described, each employee must individually enroll and make a proper application for such benefits at the Employer's designated Human Resources Office within (30) calendar days of the commencement of his/her regular employment with the Employer. An employee who fails to complete, sign, and return the required application forms is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application during an open enrollment period, unless the employee presents verifiable proof of having lost alternate coverage through another source. Subject to carrier approval, employees who have lost medical coverage through another source shall be permitted to immediately enroll in the Employer's medical plan.
- (e) Except as otherwise provided for in this Agreement, when on an authorized unpaid leave of absence the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's designated Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, an employee's group medical benefits shall automatically terminate

on the last day of the current month after the effective date of the unpaid leave of absence.

- (f) Except as otherwise provided under COBRA or this Agreement, an employee's group medical benefits coverage shall terminate on the last day of the month in which the employee goes on leave of absence, terminates, or retires, the group medical benefits plan terminates, or the employee is laid off. Upon return from a leave of absence or layoff, an employee's group medical benefits coverage shall be reinstated commencing with the first day of the month following the employee's return.
- (g) An employee who is on layoff or leave of absence or who terminates may elect under COBRA to continue at his own expense the coverage herein provided.
- (h) To be eligible for health coverage as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

17.2 Dental Insurance.

The Employer shall provide a dental insurance plan which shall be the same Plan as that provided to non-union employees, the terms of which plan and/or carrier may change from time to time.

17.3 Optical Insurance.

The Employer shall provide optical insurance which shall be the same Plan as provided to other County Union and Non-Union employees the terms of which plan and/or carrier may change from time to time.

17.4 In-Lieu Payments.

All employees covered by health insurance from another source may, by option exercised in writing, elect to accept a cash alternative of \$100 per pay period. To qualify for this option Employees must provide proof of another source of insurance and must not be covered as a dependent on an Isabella County-paid health plan. An employee who elects to accept in-lieu payments may, by option exercised in writing, elect to participate in dental and/or optical coverage, and the actual cost of such coverage shall be deducted from the cash in-lieu payments.

17.5 Term Life Insurance.

The Employer will pay the required premiums for a term life insurance policy in the amount of twenty-five thousand dollars (\$25,000) and fifty thousand dollars (\$50,000) Accidental Death and Dismemberment for each insurable, full-time employee occupying a job classification covered by this Agreement who has completed sixty (60) days of employment with the Central Dispatch Department.

17.6 Provisions of Insurance Carriers.

No matter respecting the provisions or coverage of any of the insurance programs set forth in this Agreement shall be subject to the Grievance Procedure or Arbitration provisions established under this Agreement except that, where the County exercises its right to select or change insurance carriers under Section 17.7, the Union shall reserve the right to process through the grievance procedure, including arbitration if necessary, the issue of whether or not the level of such benefits remain substantially the same.

18.7 Selection of Insurance Carriers.

The Employer reserves the right to select or change the insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the carrier and the benefit levels and the terms of the Plan are the same for all County employees.

17.8 Continuation of Insurance Premium Payments.

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

17.9 Short Term Disability Insurance.

If administratively practicable, the Employer will provide a short-term disability plan identical to that provided to Isabella County non-union employees. Employees may use sick and vacation leave to supplement disability payments.

17.10 Long Term Disability Insurance.

The Employer will provide a LTD Plan consistent with the County's Management PTO Plan.

17.11 Flexible Benefit Plan.

The Employer shall maintain a "Flexible Benefit Plan" to permit bargaining unit members to pay for eligible medical and daycare expenses on a pre-tax basis.

17.12 General.

All coverage referenced in this Article shall be available to employees subject to the terms and conditions set forth in the applicable contract between the Employer and its insurance carrier.

17.13 Benefits such as insurance and PTO leave shall not accrue during any unpaid leave of absence unless otherwise specifically provided for in this Agreement. There shall be no duplication or pyramiding of leave benefits or types of absences.

ARTICLE 18: PENSION

18.1 Defined Benefit Plan.

Employees hired into Isabella County prior to July 18, 2000, shall continue their participation in the MERS Defined Benefit (DB) Plan during the life of this Agreement, except as provided in Section 18.2.

18.2 Defined Contribution Plan.

Employees hired into Isabella County on or after July 18, 2000, shall participate in a MERS Defined Contribution (DC) Plan as established by the County, subject to an employee contribution of 2% of payroll. To the extent permitted by the MERS Plan Document and policies, employees who were hired prior to July 18, 2000, may choose, during a period of eligibility, to convert to the DC Plan. Participation in the DC Plan is subject to the provisions of the applicable MERS Plan Document:

- A. Contribution Rates: Employee – 2% of employee’s base wage
Employer – 7% of employee’s base wage
- B. Vesting schedule for Employer contributions: Employees hired on or after July 18, 2000, shall be 100% vested at five years of continuous employment.
- C. Participants in the DC Plan will have the option to purchase a long-term disability plan on a pre-tax basis through the County’s “Flexible Benefit” plan.

ARTICLE 19: PAID TIME OFF (PTO)

19.1 Rate of Accrual.

- A. “Continuous Service” in the 911 Dispatch Supervisors Unit includes time served in the Isabella County Non-Supervisor Dispatch Unit so long as the service was continuous and the employee was promoted directly into the Isabella County 911 Command Supervisors Unit. Each regular full-time employee shall accrue “Paid Time Off” (PTO) hours at the following rate:

Non-Exempt Employees:

	<u>Bi-Weekly Rate</u>	<u>Approximate Annual Rate</u>
First Year of continuous service	4.33 hours	112.5 hours
After 1 year of continuous service	6.35 hours	165.0 hours
After 4 years of continuous service	7.79 hours	202.5 hours
After 9 years of continuous service	9.24 hours	240.0 hours

- B. An in-house promoted employee shall carry forward balances of accrued vacation, sick, and personal leave for use during probation in the supervisory unit subject to Director approval. Balances remaining at the successful completion of probation shall be paid out at the hourly rate paid under the Non-Supervisors contract as follows:

- Vacation 100%
- Personal Leave 100%
- Sick Leave 50%

19.2 Accumulation of PTO Hours.

Accumulation of PTO hours is limited. The amount carried forward into a new calendar year shall be limited to 225.50 hours. Annually, employees must use or lose one-half of each year's earned PTO hours. If, at the end of a calendar year, an employee has excess hours above the 225.50 hours of unused PTO time accumulated, excluding unused PTO hours forfeited, the employee shall be compensated for these hours in January of the succeeding calendar year, up to a maximum of 112.58 hours for non-exempt employees. Compensation will be based on the employees pay rate as of December 31.

When an employee's continuous length of employment reaches a point entitling him/her to the next higher rate of PTO accrual, earning the new rate will begin on the first day of the current pay period.

Employees shall be paid during Paid-Time-Off periods on the basis of the normal work week for the classification of work in which they are normally employed, and at the rate of pay prevailing during the period that the time is taken.

19.3 Use of PTO Hours.

- A. PTO Hours are intended to be used to compensate for vacation leave, sick time lost, and for personal leave. For purposes of monitoring progress in any County wellness program, PTO days must be identified as either for vacation or sick days on bi-weekly time sheets. PTO Leave should be scheduled whenever possible to give advance notice of planned time off to the employee's supervisor. However, the schedule may be changed at the employee's request if approved by the Director.
- B. Each employee may use up to 36 hours of their PTO annually with a minimum of (2) two hours advance notice.
- C. The use of PTO hours as a donation to another employee is incorporated by reference (See Policy 103).

19.4 Use of PTO During Probationary Period.

- A. PTO shall not be permitted to be used during a New Hire employee's probationary period. However, after a New Hire employee has successfully completed his/her probationary period, he/she shall be entitled to the number of hours accrued from the date of employment through the end of the month prior to the desired time off.
- B. PTO shall be available to be used during an in-house transferred/promoted employee's probationary period.

19.5 Separation.

Upon separation from County employment, an employee shall receive full pay for unused accumulated PTO hours to a maximum of 225.0 hours. Upon retirement, this dollar amount will count toward the employee's final average compensation for Defined Benefit Plan Employees.

19.6 Holidays.

If a holiday, as defined in Article 16 of this Agreement falls within an employee's PTO period, it shall not be counted as a PTO day unless an employee was scheduled to work on the holiday.

19.7 Leave of Absence.

PTO leave shall not accrue during an employee's unpaid leave of absence.

19.8 PTO Scheduling for Vacation.

Vacation schedules shall be developed and approved by the Director. It shall be the practice of the Director to schedule vacations over as wide a period as possible. PTO requests for more than three (3) days must be submitted in writing by the employee thirty (30) days in advance of the period requested. Approval or denial shall be given within seven (7) days of the date of the request unless the work schedule covering the vacation request is not posted, in which case, approval or denial shall be given within seven (7) days of the date the work schedule covering the vacation request is posted. Requests for three (3) days or less shall be made at least fourteen (14) days in advance. Approval or denial shall be given within seven (7) days before the vacation is to commence. Leave requests will be considered on a first come-first serve basis. In the event of a conflict between two requests properly submitted on the same date (within a 24-hour period), seniority and/or operational needs will be used to decide which request has priority.

An employee may cancel his/her vacation request up to fourteen (14) calendar days prior to the period requested off. If an employee cancels a vacation request that includes a holiday, the complete vacation request will be canceled. If the employee still wants to take off certain dates falling in the original request, the employee will need to resubmit a request for the specific dates needed. Such a replacement request will be considered a new request and shall not take precedence over previously made requests by others for the same dates.

ARTICLE 20: LEAVES OF ABSENCE

20.1 Procedure for Requesting Leaves.

A. Requests for a leave of absence must be submitted in writing by the employee (to his immediate supervisor) at least thirty (30) days in advance of the date the leave is to commence.

(1) The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end.

(2) Any request for an extension of a leave of absence must be submitted in writing to the Employer at least ten (10) days in advance, if possible, of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work.

B. Authorization or denial of a leave of absence or extension request shall be at the sole discretion of the Employer and the Employer's decision shall be furnished to the employee in writing.

20.2 Purposes of Leaves.

A. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent shown when applying for such leaves.

B. There shall be no duplication or pyramiding of leave benefits or types of absence.

C. All leaves of absence without pay shall be without any additional accrual of seniority unless specifically provided to the contrary by the provisions of the applicable Leave Section involved.

D. In no case shall a leave of absence be given to any employee for the purpose of working for another employer, seeking or obtaining alternative employment, or for the purpose of setting up a business for himself. Any employee who engages in gainful employment while on an approved leave of absence shall be terminated.

E. Any employee who takes a leave of absence after such leave request has been denied, or who obtains a leave of absence fraudulently, shall be subject to discharge.

F. Employees who exceed the length of time granted in the leave of absence shall be considered as having voluntarily quit.

20.3 Early Returns from Leave.

There shall be no obligation on the part of the Employer to provide work prior to the approved expiration date of any leave of absence granted under this Agreement.

20.4 Use of PTO for Illness.

A. If an employee cannot work due to illness, the employee shall telephone the Employer as soon as possible, but no later than two (2) hours before the starting time of the employee's scheduled shift. Failure to call in as provided in this Section will result in an unexcused and unpaid absence.

B. An employee may utilize PTO when he reasonably believes that he is incapacitated for the safe performance of his duty due to illness or injury. An employee who uses PTO for other than illness or injury as reported may be denied the use of PTO for the day and will also be subject to discipline, up to and including discharge.

- C. The Employer may require as a condition of any PTO leave for illness, a treater's medical opinion setting forth reasons for the need for the absence. Falsification of the medical opinion or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- D. PTO is a benefit for employees to be used in the case of illness. It is not a benefit to be converted to wages. Use of PTO for illness, either before or immediately following a legal holiday, will not be paid unless the employee provides written medical verification as proof of disability. In case of work incapacitating injury or illness for which an employee is eligible for the worker's disability payments under the WCDA, accrued PTO may be utilized to coordinate the difference between the workers compensation weekly wage loss benefit and the employee's net regular salary or wage. Upon exhaustion of his sick leave balance, the employee shall draw only those wage loss benefits as are provided for under the Worker's Compensation Law of the State of Michigan, if any.
- E. An employee who has exhausted his/her PTO but takes an unapproved/unscheduled absence will be subject to discipline, and shall not earn any PTO for the pay period in which such absence occurs. Where applicable, the Employer may also require a medical opinion setting forth reasons for such absence.
- F. PTO benefits may not be taken in units of less than two (2) hours.

20.5 FMLA.

In accordance with the Family and Medical Leave Act of 1993 (FMLA), it is the County's policy to provide eligible employees who qualify with up to twelve (12) weeks of family and medical leave during any twelve (12) month period, as defined by the County's FMLA Policy (See Policy 104). Copies of this policy are available in the County Administrator/Controllers Office.

Employees who have worked for the County at least 1250 hours over the previous twelve (12) months may qualify for FMLA Leave if the reason for the leave is:

- A. To care for the employee's child after birth;
- B. To care for a child after placement with the employee for adoption or foster care;
- C. To care for a spouse, child, or parent with a serious health condition; or,
- D. The employee's own serious health condition.

Employees should refer to the County's FMLA Policy for further details (See Policy 104).

20.6 Active Military Leave.

Military Leave without pay is granted to employees who are absent from work because of active service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and applicable state laws.

Requests for a leave of absence for active military service leave must be submitted by the employee to his/her immediate supervisor at least thirty (30) days in advance of the leave is to commence, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

20.7 Reserve Training Leave.

An employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. A regular full-time employee receiving this type of leave shall furnish to the employer, in writing, a statement of the base amount of compensation received for this training during this period. If such Government compensation is less than the employee's usual pay, he/she shall be paid the difference by the employer for a period not to exceed fifteen (15) working days in any one (1) calendar year.

20.8 Jury Duty or Court Witness.

Employees selected for jury duty or subpoenaed as a witness shall serve with no loss in pay. The employee shall be compensated only for the difference between the employee's regular pay and the pay received for jury duty or witness appearance (excluding mileage reimbursement). The employee may return the check received for the jury or witness fee and receive regular pay. If an employee reports for jury duty or witness testimony and is excused, the employee must return to the regular work schedule or forfeit the pay for the time scheduled to work.

20.9 Bereavement Leave of Absence.

A. Immediate Family.

"Immediate family" shall be defined as the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, and any other persons for whom financial or physical care is the employee's principal responsibility. In the event of a death in a regular full-time employee's immediate family, the employee shall be excused without loss of pay on the days scheduled to work for a period not to exceed three (3) consecutive days, one of which must be the day of the funeral. The Director may authorize an extension of the leave up to a total of five (5) days if circumstances, such as extensive travel, require the employee to be absent. Extensive travel is defined as any distance over 300 miles one way.

B. Close Relative.

In the event of the death of a regular full-time employee's close relative, brother-in law, sister-in-law, daughter-in-law, or son-in-law, the employee shall be excused without loss of pay for the purposes of attending the funeral provided such funeral day is one of the employee's normally scheduled work days. The Director may authorize an extension of

the leave up to a total of three (3) days if circumstances, such as extensive travel (as defined above), require the employee to be absent. The employee will only be paid for scheduled work days which are missed.

20.10 Short Term Disability Leave and Wage Loss Benefit.

A. STD Coverage.

A non-probationary regular full-time employee who is unable to work for reasons due to injury or illness of a non-work-related nature is eligible to apply for disability leave (described under Eligibility). Upon approval, the disability plan works in concert with the "Paid Time Off" process described under Article 19. The plan requires an unpaid 14-day waiting/elimination period during the disability before the disability compensation begins, or the employee may elect to use his/her "Paid Time Off" during the 14-day period. If the disability continues beyond 14 days, the employee shall receive 66% of his/her pay up to twenty-six (26) weeks, which may be supplemented with the employee's "Paid Time Off". The Disability Plan will also provide for the health and dental coverage to continue during the entire period of disability (up to twenty-six (26) weeks) subject to normal employee co-pay or percentage of premium contribution. "Basic" life insurance coverage will also continue without cost during the disability. Voluntary additional coverage will be maintained based on continuous employee premium payments.

B. Eligibility.

Under no circumstances will an employee be eligible for benefits described under Section 21.10 except by County approved medical disability. Requests are submitted and processed through the County Administrator/Controller or the designate. Benefits will not be paid unless the employee submits the attending physician's certificate of disability, stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the County retains the right to verify said and may refer the employee to a physician of its choice whenever it deems necessary or appropriate.

An eligible employee requesting disability leave who may also be eligible under the Family Medical Leave Act (FMLA) requirements (refer to Section 1.1) shall have the time used counted towards the annual FMLA entitlement of (12) total weeks.

C. Final Determination.

The County Administrator/Controller, after consultation with the Director, will make the final determination to grant or deny disability leave.

D. Termination.

Disability payments shall terminate when:

- 1) The Employee is able to return to regular work, or to restricted work in the opinion of the County's medical authority and approved by the County.
- 2) When the treating physician's opinion regarding disability expires and an extension is not provided.

- 3) When the Employee retires under MERS as a result of disability or normal service retirement. Or.
- 4) Upon layoff, resignation, death, or discharge.

E. Social Security Offset

Disability payment described in Section 21.10.A. shall be offset by a Social Security disability payment due or received by the employee. An employee determined to be disabled for an indefinite period shall be obligated to apply for benefits from the Social Security Administration. An employee shall repay the County for any disability payments received during any period for which the employee was also in receipt of Social Security Disability benefits. To the extent that an employee fails to offset the disability payment described 21.10.A, by the amount of the Social Security disability payment, the employee shall repay the County the amount that should have been offset.

ARTICLE 21: MISCELLANEOUS

21.1 Captions.

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

21.2 Gender.

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

21.3 Local Government and School District Fiscal Accountability Act.

To the extent required by MCL 423.215(7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

Inclusion of the language under Section 15(7) of the PERA does not constitute an agreement by the Union to the substantive procedural content of the language. In addition, the inclusion of the language does not constitute a waiver of the Union's right to raise constitutional and/or other legal challenges (including contractual or administrative challenges) to the validating or:

1. Appointment of the emergency financial manager;
2. PA 4 of 2011 (Local Governmental and School District Fiscal Accountability Act); or
3. Any action of an emergency financial manager which acts to reject, modify, or terminate the contract.

ARTICLE 22: WAIVER

22.1 Waiver Clause.

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understanding, oral or written, express or implied, between such parties,

