

FINAL FOR EXECUTION
8/11/2022

COLLECTIVE BARGAINING AGREEMENT



BETWEEN
ISABELLA COUNTY BOARD OF COMMISSIONERS
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
DISPATCHERS 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 employees in the bargaining unit covered by this Agreement.

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

ARTICLE 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 and regularly scheduled part-time dispatchers.

But excluding: supervisors and all other Isabella County employees.

1.2 Other Agreements.

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

ARTICLE 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 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 discussion 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 what so ever to pay the Steward or any other Union member for the time spend on Union activities 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 a written notice of election or selection.

ARTICLE 3: UNION MEMBERSHIP

3.1 Union Membership.

Membership in the Union is voluntary. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required to represent all employees included in the collective bargaining unit without regard to whether or not the employee is a member of the Union.

ARTICLE 4: SENIORITY

4.1 Seniority Definition.

- A. Seniority shall be defined as the length of the employee's full time continuous service with the Isabella County Central Dispatcher Center commencing from the employee's date of hire.
 - 1) An employee's "last date of hire" shall be the most recent date upon which he or she commenced full-time continuous work without a break in service. Where two (2) or more employees have the same seniority date, their relative seniority shall be determined alphabetically by surname.
- B. When a part-time employee changes to full-time employment and completes the appropriate probationary period as set forth in Article 10, the employee shall be credited with one-half (1/2) of all past part-time service in determining their length of seniority with the Isabella County Central Dispatcher Center.
- C. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

D. Part-time seniority shall be maintained separate and apart from full-time seniority for bargaining unit personnel.

4.2 Seniority Accumulation on Leave of Absence.

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.

4.3 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 supervisory or other position within the County's employ which is not included within this Agreement shall accrue no further seniority as of the date of the transfer. However, said employee shall be entitled to retain the previous seniority that he accrued in the bargaining unit prior to said transfer.

B. Upon completion of any probationary period required of a person promoted out of the unit, he/she shall have no right to voluntarily transfer back into the bargaining unit. However, if said employee does not successfully complete any probationary period required of a person promoted out of the unit, he/she shall have the right to transfer voluntarily back into the bargaining unit to fill a vacancy which occurs within one (1) year from the date of promotion.

C. No supervisor shall be involuntarily returned to a position within the unit for improper conduct or other reason unless a vacancy exists to which the employee may return.

4.4 Loss of Seniority.

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

A. Resigns or quits;

B. Is discharged or terminated, and such are not reversed;

C. Retires;

D. Has been on layoff, sick leave, or leave of absence for a period of time equal to his seniority at the time of the layoff, sick leave, or leave of absence or twelve (12) months, whichever is less;

E. Is absent from work, including the failure to return at the expiration of a leave of absence, vacation, layoff, disciplinary layoff, or sick leave, for three (3) consecutive working days unless otherwise excused;

F. Pleads guilty, nolo contendere or is convicted of a felony;

- G. Any employee who loses his/her LEIN privileges shall be suspended without pay while such privileges are suspended. If such suspension is for 60 days or more, he/she 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 5: PROMOTION

5.1 Promotional Opportunities.

- A. Promotional opportunities for members of the bargaining unit to Communication Supervisor positions shall be competitive and may consist of written tests, interviews, performance reviews and seniority.
- B. Seniority will govern where all other factors are equal.

5.2 Interview.

Any interview shall be conducted by a panel of interviewers and shall include the Director of Communications.

ARTICLE 6: DISCIPLINE

6.1 Just Cause.

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

6.2 Rules.

The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees as provided in Article 9 of this Agreement. The Union, however, can grieve the reasonableness of said rule either at the time of the rule's promulgation or when the rule or regulation is applied or enforced against a member of the bargaining unit.

6.3 Suspension Pending Investigation.

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

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 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.

7.2 Grievance Procedure.

All grievances shall be handled in the following manner:

- A. **Step 1. Verbal Procedure.** An employee shall, either within seven (7) working 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.** If the grievance is not satisfactorily resolved at Step 1, the grievance shall be reduced to writing in triplicate, signed by the Steward, and submitted to the Employer or his designee within five (5) working days of the denial of the Step 1 grievance. The grievance shall be submitted on a form approved by the Employer and supplied by the Union. The written grievance shall describe in detail the events upon which the grievance is based, identify the name of the affected employee, if any, and specify which Articles and Sections of this Agreement have been violated. The Union’s failure to observe any of the requirements of this Step will cause automatic termination of the grievance.
- C. **Step 3. Employer’s Reply.** Within five (5) working days of receipt of the written grievance, the Employer or his designee will serve upon the Steward a written response to the grievance. Said response will be written in an area designated for such response on the reverse side of the grievance form. The Employer’s or his designee’s failure to serve a grievance response on the Steward or employee within the deadline required in this Step shall constitute a denial of the grievance by the Employer as of the working day on which the written response was due to the Steward.

- D. Step 4. Presentation to County Administrator/Controller. If the grievance is not resolved at Step 3, the Steward shall, within five (5) working days of the response to or denial of the grievance in Step 3, refer one copy of the grievance and Employer's Step 3 response to the County Administrator/Controller. The Union's failure to comply with any of the requirements of this Step will cause an automatic termination of the grievance. Within ten (10) working days of receipt by the Administrator/Controller, a date will be scheduled for a meeting to be held between the representatives of the Employer and the Union. Within ten (10) working days of the meeting, the Employer shall produce its written response to the Steward or Union representative. The Employer's failure to present a response to the Union or Steward within ten (10) working days shall constitute a denial of the grievance.
- E. Step 5. Arbitration. If the grievance remains unresolved, either party may, within thirty (30) calendar days of the response to or denial of the grievance in Step 4, request arbitration. Said arbitration shall be selected in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The fees and expenses of said arbitrator shall be shared equally between the parties. The decision of said arbitrator shall be final and binding upon both parties to this Agreement.

7.3 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.

7.4 Grievance Resolution.

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

7.5 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 precedent for any future grievance.

7.6 Expedited Grievance.

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

7.7 Arbitrator's Powers.

The arbitrator's decisions are bound by the scope and terms of this agreement. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. The arbitrator shall have no power to consider any issues not submitted to the arbitrator and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplementary agreement. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall have no power to establish or modify job classifications, wage rates, wage scales, rates on new jobs, work schedules or assignments. The arbitrator shall have no power to substitute his discretion for the County's discretion in cases where the County is given sole discretion to act by this Agreement or by any supplement or amendment thereto. In the event the arbitrator decides he has no power to decide or rule on an issue, the matter shall be referred back to the parties without decision or recommendation on its merits. The arbitrator shall have no power to arbitrate any matters which arise after the contract expires, except where that Agreement has not been formally terminated.

7.8 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 8: LAYOFF, BUMPING RIGHTS AND RECALL

8.1 Layoffs.

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

8.2 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.

8.3 Bumping Rights. Full-time employees shall have the right to bump into part-time positions 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.

8.4 Recall.

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

8.5 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 9: RIGHTS OF THE EMPLOYER

9.1 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 promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and the penalties for violations of such rules; to establish rules for on-duty use of controlled substances and alcohol and off-duty use of controlled substances and implement a drug/alcohol testing program for employees; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; and to provide and assign relief personnel. All rights vested exclusively in the Employer, as set forth herein, shall not be subject to arbitration.

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

9.2 Residency.

Within six (6) months after successful completion of his/her probationary period, employees hired after October 1, 2005 shall reside at a location no greater than 20 miles from the nearest boundary of the County of Isabella. Existing employees will be grandfathered.

9.3 Temporary Assignment.

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

9.4 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 10: PROBATION

10.1 Probationary Period.

- A. All new 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.

- B. Service in a part-time position shall not count toward completion of an employee's full time probationary period.
- C. 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.
- D. There shall be no seniority among new hire probationary employees.

10.2 Part-time Probationary Period.

Part-time employment shall not count towards completion of an employee's full-time probation, nevertheless, an employee shall be declared to have completed probation for part-time employment when he has worked a period of 2,080 hours following successful completion of the training program of part-time employment of at least twenty (20) hours per month. Provisions set forth in Section 10.1 concerning discipline, lay off, recall, termination, discharge and seniority shall apply to part-time employees as well.

ARTICLE 11: BARGAINING UNIT WORK

11.1 Bargaining Unit Work.

- A. Communication supervisors may perform bargaining unit work.
- B. When scheduled or unscheduled overtime is to be worked in the function of dispatching, and a supervisor or assistant director is not already on duty during the subject's shift and available to work the overtime, eligible dispatchers shall be offered the overtime first.
- C. If the overtime is rejected by the eligible dispatchers, the overtime may be offered to supervisory employees or the assistant director.
- D. Dispatchers shall be ordered into work first for eligible dispatcher work.

ARTICLE 12: OUTSIDE EMPLOYMENT

12.1 Outside Employment.

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

ARTICLE 13: MEDICAL/PSYCHOLOGICAL/FITNESS FOR DUTY

13.1 Physical and/or Psychological Examinations.

- A. All employees may be required to submit to a physical and/or psychological examination on an annual or routine basis as to all employees or on a reasonable

suspicion basis where such exam is shown to be job related and consistent with business necessity.

- B. The cost of the physical and/or psychological examination shall be borne by the Employer.
- C. The employee shall be allowed to see and receive a copy of the results of the physical and/or psychological examination.
- D. The Employer may require an employee to sign a waiver in order that a copy of the physical and/or psychological examination be provided by the doctor to the Employer.
- E. Physical and/or psychological exams may include urine and/or blood test and/or other medically preferred testing as determined by the examining physician.

13.2 Mandatory Leave.

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

13.3 Medical Dispute Resolution.

- A. Before an employee who is absent from his/her duties for five (5) consecutive workdays returns to work, he shall satisfy the Employer he is fit again to perform his duties.
- B. In the event the Employer is not satisfied with the determination of the treating physician, the Employer may have the employee examined by a doctor of its own choosing and at the Employer's expense.
- C. The Union shall have the right to negotiate the issue of medical dispute resolution in the 2019 or 2020 year re-openers.

ARTICLE 14: UNION ACTIVITIES

14.1 Union Activities.

There shall be no unauthorized Union activities during working hours. 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 15: WORK STOPPAGES

15.1 No Strike Pledge.

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the 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, not 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.

15.2 Violation of No Strike Pledge.

Any employee who engages in any activity prohibited by Section 15.1 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 15.1. 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 15.1. If an employee is correctly determined by the Employer to have violated Section 15.1, there shall be no resort to the grievance and arbitration procedure.

ARTICLE 16: HOURS OF WORK AND OVERTIME

16.1 Payroll Period.

The normal payroll period shall consist of 14 consecutive days.

16.2 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 in its sole discretion.

16.3 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 shall not receive a thirty-five (35) minute unpaid lunch break.

16.4 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 and ten (10) days in advance for part-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 as emergency situations in regards to provisions in 16.4(A)(1)(b).
 - 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 schedule at the beginning 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.
- D. **Flex Time Positions.** Persons assigned to a flex-position may be scheduled to work eight, ten or twelve hours per day in order to provide proper coverage. Schedules for flex-time positions may be modified as needs require, except that no person in a flex position shall receive less than full pay for any pay period if he/she works less than eighty (80) hours as a result of reassignment under this provision. The dispatcher

assigned to the flex position on the same work cycle shall fill in for long-term leaves of absence.

16.5 Shift Period and Shift Bid.

- A. A shift period shall consist of fourteen (14) consecutive weeks corresponding to seven (7) payroll periods during which full-time employees shall be assigned to a regular shift.
- 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 the Employer shall require full-time employees to submit in writing their preferences for shift assignment commensurate with the number of shift choices available to bid.
 - 2) Full-time employees would then be assigned work shifts in order of seniority.
 - 3) If, for example, two persons both desired the same shift position, the one with the most seniority would be awarded the position.
 - 4) Probationary employees may be exempted from the bidding process and be assigned a shift position by the Employer.

16.6 Overtime.

- A. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime, other than of an emergency nature, must have the prior approval of the Employer or his designated representative.
- B. Scheduled overtime opportunities will be assigned entirely at the Employer's discretion.
- C. Issues concerning overtime equalization shall not be subject to the grievance procedure.
- D. There will be no mandated OT on an 8th consecutive shift where 7 consecutive days of OT have been worked unless emergency circumstances exist in the sole discretion of the Employer. Emergency circumstances include, but are not limited to, the circumstance where no other employee is available who has not also worked 7 consecutive days of Over Time.
- E. When scheduled or unscheduled overtime is to be worked in the function of dispatching, and a supervisor or assistant director is not already on duty during the subject's shift and available to work the overtime, eligible dispatchers shall be offered the overtime first.
- F. If the overtime is rejected by the eligible dispatchers, the overtime may be offered to supervisory employees or the assistant director.
- G. Dispatchers shall be ordered into work first for eligible dispatcher work.

ARTICLE 17: WAGES

17.1 Wages.

**ISABELLA COUNTY
POAM DISPATCHER EMPLOYEE WAGE SCALE
April 1, 2020-December 31, 2020 + 2.5% Increase effective 1/1/20**

Wages 2020

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Dispatcher	17.42	18.16	18.89	19.63	20.37	21.11
Annual	38,039.63	39,652.77	41,265.90	42,879.04	44,492.17	46,105.31	

**ISABELLA COUNTY
POAM DISPATCHER EMPLOYEE WAGE SCALE
August 4, 2021-December 31, 2021 + 1% Increase effective 8/4/21**

Wages 2021

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Dispatcher	17.59	18.34	19.08	19.83	20.58	21.32
Annual	38,420.03	40,049.30	41,678.56	43,307.83	44,937.09	46,566.36	

**ISABELLA COUNTY
POAM DISPATCHER EMPLOYEE WAGE SCALE
January 1, 2022-December 31, 2022 + 2.5% Increase effective 1/1/22**

Wages 2021

RANGE	Pay Grade	STEP					
		Start	1 Year	2 Years	3 Years	4 Years	5 Years
	Dispatcher	18.03	18.80	19.56	20.33	21.09	21.85
Annual	39,380.53	41,050.53	42,720.52	44,390.53	46,060.52	47,730.52	

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

17.2 Shift Differential.

Employees scheduled to work during the night shift, which hours will be determined by the Employer, on a regular schedule shall receive a shift differential of twenty-five cents (25¢) per hour for work performed during this time frame. See Section 11.12 reference Flex Position premium pay.

17.3 Premium Pay for the Flex Position.

An employee that is assigned to the Flex position shall receive an additional twenty-five cents (25¢) per hour during the bid period. The Flex position will not receive shift differential during the hours of 7pm - 7am.

17.4 Reporting Pay.

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

17.5 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 training time assigned to a CTO shall vary and be dependent upon the length and duration of the Director's assignment.

17.6 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 pay at time and one-half.

17.7 Overtime Pay.

- A. Time and one-half shall be paid for all hours worked over forty (40) hours in any work week.
- B. For 12 hour shift employees overtime shall only be paid for hours worked over 80 hours in a 2 week payroll period.
- C. For purposes of determining hours worked, 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 16.4 A(i), 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. An employee who is ordered into work on the 2nd consecutive day of a three consecutive day off, with less than 24 hours' notice shall receive double-time for the hours worked. Volunteering to work on the 1st day off does not change this entitlement.

17.8 Compensatory Time.

Compensatory time in lieu of overtime pay may be accumulated to a maximum of eighty (80) hours. Compensatory time which exceeds 80 hours shall be paid. It shall not be available for use if the employee's absence will create an overtime situation on the shift in question.

17.9 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.

17.10 Business Travel.

Rules for business travel and mileage reimbursement shall be as stated in the County's business travel policies.

17.11 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 miles, but the trip lasts an extended period of time which would necessitate the employee to miss a normal mealtime.
 - (i) 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 mealtime.

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

17.12 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 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 18: HOLIDAY PAY

18.1 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's 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 sufficient amount of sick leave to draw upon for such day(s).
- 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.

18.2 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.

18.3 Time Off In-Lieu-of Holiday Worked Pay.

Commencing January 1, 1998, an employee may earn compensatory time off in lieu of receiving holiday pay for holidays worked for one holiday per year. No holiday comp time may be used under this provision, however, if it will cause the Employer to pay overtime to replace the employee or does not meet the qualification requirements set forth in 18.2 above.

ARTICLE 19: INSURANCE

19.1 Health Insurance:

- 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 of this bargaining unit, the bargaining unit member and his/her spouse shall decide who shall be assigned coverage as a "dependent." If they do make a decision within the required time, then the bargaining unit member shall be assigned coverage as a "dependent."
 - (3) 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 automatic payroll with-holding. The employees in this Unit will pay the same rates and premium contributions as all other employees of the County consistent with Section 21.1A 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 proper application for such benefits at the Employer's designated Human Resources Office within thirty (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 expressly 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, 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 insurance 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.

19.2 Dental Insurance.

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

19.3 Optical Insurance.

The employer shall provide an optical insurance plan which shall be the same plan as that provided to non-union employees which plan and or carrier may change from time to time.

19.4 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 a 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 in-lieu payments.

19.5 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.

19.6 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 19.7, 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.

19.7 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 level of benefits stated in Section 19.1, 19.2, 19.3 and 19.5 remain substantially the same.

19.8 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.

19.9 Short Term Disability Insurance.

Effective October 1, 2000, if administratively practicable, the Employer will provide a short-term disability plan identical to that provided to County non-union employees. This plan provides 66% of gross wages for up to six (6) months, with benefits beginning fourteen (14) calendar days after disability. Employees may use sick and vacation leave to supplement disability payments.

19.10 Flexible Benefit Plan.

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

19.11 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.

19.12 No Employer Paid Health Insurance During LoA. Benefits such as insurance, vacation, and sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication of, or pyramiding of leave benefits or types of leaves of absence.

19.13 Benefits for Part Time Employees.

It is understood that no insurance benefits shall be provided to part-time personnel.

On one (1) year anniversary: 3.08 hours per pay period (80 hours)

On five (5) year anniversary: 4.62 hrs per pay period (120 hours)

On ten (10) year anniversary: 6.16 hours per pay period (160 hours)

Full-time employees shall be eligible to utilize accrued vacation leave after and six months of employment.

21.2 Vacation Scheduling.

Vacation 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 served basis. In the event of a conflict between two requests properly submitted on the same date (within a 24 hour period), seniority will be used to decide which request has priority.

An employee may cancel his or 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 within 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.

In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the Employer.

Carryover vacation time may not be accumulated more than one hundred (100) hours from anniversary year to anniversary year. Employees may carry over one hundred (100) hours of vacation time from anniversary year to anniversary year. If more than the allowed amount of vacation time exists at the end of the anniversary year, that amount shall be forfeited by the employee, and he/she shall not receive pay in lieu of unused vacation.

21.3 Benefit Upon Termination.

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

21.4 Vacation Basis.

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

21.5 Pro Rata Benefits for Part Time Employees.

Upon completion of said part-time probationary period, an employee shall be accorded pro-rata sick leave and vacation which equate to a function of the fraction established by the average number of hours worked per month over said twelve (12) month period divided by one hundred sixty (160).

ARTICLE 22: LEAVES OF ABSENCE

22.1 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.

22.2 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 shall be without any additional accrual of seniority unless specifically provided to the contrary by the provisions of the 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 business for himself.
- E. Any employee who arbitrarily takes a leave of absence after such leave has been refused, or who obtains a leave of absence fraudulently, shall be subject to discharge.
- F. Employees who exceed the length of time granted in the leave of absence shall be considered as having voluntarily quit.

22.3 Early Returns from Leave.

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

22.4 Paid Sick Leave.

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

- A. Upon successful completion of the training program, a full-time employee will receive a lump sum amount of sick leave equal to the accrual schedule and the number of weeks employed from the date of hire. Thereafter, sick leave credit shall accrue at the rate of 2.77 hours per pay period equal to 72 hours annually.

If an employee will be absent due to illness, the employee shall telephone the Employer as soon as possible, but no later than two (2) hours before the starting time of the employee's scheduled shift. Failure to call in as provided in this Section will result in an unexcused and unpaid absence.

- B. An employee may utilize sick leave allowance when he reasonably believes that he is incapacitated for the safe performance of his duty due to illness or injury. An employee may use sick leave for illness in his/her immediate family. Immediate family is defined as spouse, parent or child. An employee who uses sick leave for other than illness or injury may be denied the use of sick leave for the day and may also be subject to discipline, up to and including discharge.
- C. The Employer may require as a condition of any sick leave a medical certificate setting forth reasons for the sick leave. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including dismissal.
- D. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages. An employee whose employment status is severed forfeits all accrued sick leave benefits. Sick leave benefits will not be paid to an employee while on vacation or during a legal holiday. Sick leave, either before or immediately following a legal holiday, will not be paid unless the employee provides written medical verification as proof of illness. Sick leave shall not be available for any sickness resulting from the use of intoxicating liquors, drugs, controlled substances or willful self-inflection of injury or illness. In case of work incapacitating injury or illness for which an employee is eligible for the worker's disability payments under the WCDA, accrued sick leave may be utilized to maintain the difference between the compensation payment the employee's net regular salary or wage. Upon exhaustion of his sick leave bank, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law of the State of Michigan, if any.
- E. An employee has exhausted his/her sick leave but still takes an unscheduled absence will be subject to discipline and shall not earn any sick leave for the pay period in

which such absence occurs. Where applicable, the Employer may also require a medical certificate setting forth reasons for such absence.

- F. An employee who has exhausted all sick leave and takes an unscheduled absence for an illness or injury shall, upon returning to work be required to utilize their accrued paid time off for the period of the unscheduled absence.

The accrued time off shall be taken in the following order:

- 1) Personal leave
- 2) Compensatory time off
- 3) Vacation

- G. Sick leave benefits may not be taken in increments of less than two (2) hours.

- H. Maximum sick leave accumulation shall be one thousand two hundred (1,200) hours.

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

- J. This provision shall be interpreted consistent with the Family and Medical Leave Act and the County's FMLA policy.

K. **Bonus:**

- 1) Any employees who use zero sick leave during a calendar year shall receive an additional three (3) days of paid vacation leave at the commencement of the following calendar year.
- 2) Any employee who uses only one day of paid sick leave during a calendar year shall receive an additional 2 days of paid-vacation leave the commencement of the following calendar year.
- 3) Any employee who uses only two days of paid sick leave during a calendar year shall receive an additional day of vacation leave at the commencement of the following calendar year.

22.5 Paid Personal Leave.

- A. A full-time non-probationary employee covered by this Agreement shall be allowed a maximum of thirty-six (36) hours personal leave of absence with pay each year of employment.

- 1) All non-probationary employees (one (1) year seniority) will be granted three (3) personal days each year on their anniversary date. Probationary employees shall be

granted one (1) personal day to be used during the probationary period after successfully completing the training program.

B. Requests for a personal day leave of absence must be made to his/her immediate supervisor twenty-four (24) hours in advance of the date requested, provided, however, that the supervisor may, in his/her discretion, if possible, shorten the notification period if necessary arrangements can be made in the Dispatch Center.

1) A personal day shall be equal to twelve (12) hours.

C. The number of leave days to be taken at any one time shall be determined by the supervisor in his/her sole discretion. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed due to the existence of emergency conditions within the Center or the County.

D. Written verification of the number of personal leave hours taken and the date or dates involved must be submitted to the supervisor by all employees within the pay period following the employee's return from such leave. Failure to submit such verification may result in a loss of pay equivalent to the amount of personal leave time taken by the employee.

E. Personal leave not used by the employee's anniversary date shall be paid off at the straight time rate.

1) There shall be no accumulation or carryover of such leave days from one anniversary year to another.

22.6 Unpaid Disability Leave.

An employee shall be granted an unpaid leave of absence for up to sixty (60) calendar days in the case of illness or injury which leaves the employee incapacitated to perform the duties of his/her position. The Employer may require medical reports concerning the incapacitating illness or injury. Any extension of this leave shall be subject to Article 22.1 above.

22.7 Paid Funeral Leave.

A. Upon approval of the Employer or his designee, a full time employee will be granted a leave of absence with pay for a period not to exceed three (3) consecutive scheduled working days to attend a funeral or attend to personal family matters when death occurs in the employee's "immediate family."

1) One of the three days must be used for the day of the funeral.

2) "Immediate family" shall be defined as the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, brother-

in-law, sister-in-law, step parents, step children, and members of the employee's household for whom the employee is primarily responsible for their financial or physical care.

- 3) Employees shall receive up to two (2) additional days travel time with pay if the funeral is out of state, subject to the approval of the Employer or his designee.
- B. Upon approval of the Employer or his designee, a full-time employee will be granted a one-day leave of absence with pay to attend the funeral of the employee's aunt or uncle.
- C. The employee shall provide notification of the need for a leave to the Employer at least forty-eight (48) hours prior to taking time off under this Section unless such notification is impossible due to the circumstances surrounding the death.
- D. The employee may be required to present proof of the employee's attendance at the funeral to the Employer. The employee's failure to provide proof of attendance that is satisfactory to the Employer will cause the absence to be treated as an unexcused absence subject to Article VII of the Agreement as well as the applicable work rules.

22.8 No Employer Paid Benefits During Unpaid LoA. Benefits such as insurance, vacation, and sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement. There shall be no duplication of pyramiding of leave benefits or types of absence.

22.9 Paid Jury Duty.
An employee who is released from duty because of jury duty shall not suffer any wage loss. Under such circumstances, the employees shall return all jury pay to the County.

ARTICLE 23: UNIFORMS

23.1 Uniforms.

- A. All Isabella County 9-1-1/Central Dispatch employees will be provided with a quantity of Central Dispatch approved shirts with logos (t-shirts or polo shirts for summer, sweatshirts for winter), at no cost to the employee.
- B. Each employee shall be responsible for purchasing appropriate pants as specified in the Employer's work rules.
- C. Each employee shall be responsible for reporting for duty in said shirt and pants ("uniform").
- D. Each employee will be responsible for the maintenance of their uniforms and shall maintain good grooming habits so as not to be a distraction to their duties and not offensive to fellow employees.

ARTICLE 24: MISCELLANEOUS

24.1 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.

24.2 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.

24.3 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 or procedural content of the language. In addition, 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 termination the contract.

ARTICLE 25: WAIVER

25.1 Waiver Clause.

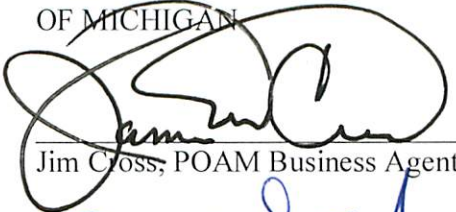
It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understanding, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted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

ARTICLE 26: DURATION

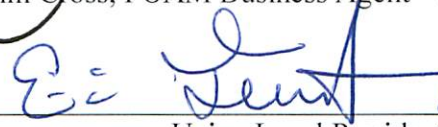
26.1 Termination.

- A. This agreement shall remain in full force and effect from January 1, 2021, to 11:59 p.m., December 31, 2023.
- B. One hundred and twenty (120) days prior to expiration either party may serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.
- C. If either the Union or the Employer gives the notice specified in this Section, negotiations with respect to such modifications shall commence, if possible, ninety (90) days prior to the Agreement's expiration, but in any event not later than sixty (60) days prior to expiration.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



Jim Cross, POAM Business Agent Date



, Union Local President Date 8/25/22

ISABELLA COUNTY BOARD OF
COMMISSIONERS

 9-6-2

Tobin D. Hope Chairman Date

LETTER OF UNDERSTANDING

Between

Isabella County Board of Commissioners and
POAM Dispatchers Unit

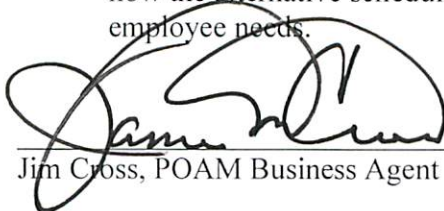
WHEREAS, the Union proposed during bargaining an alternative work schedule, and

WHEREAS, the Union represented at the bargaining table that a majority of the employees employed in the bargaining unit recommended the proposed work schedule, and

WHEREAS, the Employer is agreeable to implement the proposed work schedule solely on a trial basis subject to the Employer's sole discretion to alter, change or discontinue the trial implementation.

THEREFORE, it is agreed as follows:

- (1) The Employer agrees to try – on a trial basis – an alternative work hours schedule as recommended by a majority of the employees in the bargaining unit.
- (2) The 911 Director shall have sole discretion to continue the alternative work schedule or to change or alter it or discontinue it to meet the needs of Isabella County 911.
- (3) The alternative trial work schedule will be implemented by the Employer as soon as feasible following the completion of the installation of the new 911 equipment and the completion of the necessary employee training on the new equipment to the satisfaction of the 911 Director. (It appears as of today's date that the very earliest feasible implementation date would be no earlier than August 2021 and may very well be September 2021.)
- (4) The Employer agrees to meet and review with the bargaining unit at least quarterly as to how the alternative schedule is working in so far as meeting the County's needs and meeting employee needs.

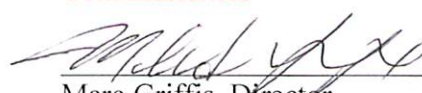


Jim Cross, POAM Business Agent Date

 9-6-22

Tobin D. Hope, Chairperson Date
Isabella County Board of
Commissioners

 8/25/22
_____, Local Union President Date

 8/25/22

Marc Griffis, Director Date
Isabella County 911