

**ARTICLE 1  
AGREEMENT**

THIS AGREEMENT is made and entered into this 4th day of October, 2022 by and between the COUNTY OF JACKSON, hereinafter referred to collectively as the Employer or County and the POLICE OFFICERS ASSOCIATION OF MICHIGAN - 911, hereinafter referred to as the Union.

**ARTICLE 2  
RECOGNITION**

Pursuant to and in accordance with Act No. 176 of the Public Acts of 1939, as amended, or Act 336 of the Public Acts of 1947, as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all regular full-time Communication Technician/Clerk Typists and Shift Leaders (hereinafter referred to as "employees") but excluding all elected officials, supervisors, temporary, casual and co-op employees, and all other employees of the Employer.

This article is strictly limited to recognition of the Union as the bargaining agent as required under the laws of the State of Michigan and shall not be interpreted or expanded in any other manner or for any other purpose.

**ARTICLE 3  
NON-DISCRIMINATION**

The Employer and the Union agree that neither shall unlawfully discriminate against any employee because of race, religion, color, national origin, age, sex, height, weight, marital status, handicap, political belief, or membership, or non-membership in a union, nor shall the Employer of the Union, its agents, or its membership unlawfully discriminate against any employee because of exercising their rights under PERA or this Agreement as required by law.

**ARTICLE 4  
MANAGEMENT RESPONSIBILITIES**

1. It is expressly recognized and agreed that the management of the County, the control of its properties, and the maintenance of order and efficiency are the sole responsibility of and shall remain vested exclusively in the County. Other rights and responsibilities belonging solely to the County include, merely by way of illustration and not by way of limitation, the right to decide on the methods, process and means of performing any and all work; the right to change or introduce new or improved operations, methods, means or process for carrying out the work, including automation; the right to determine the number, location and type of facilities; the right to determine the type, content, nature and extent of the work to be performed;

the right to select uniforms and equipment to be used; the right to decide matters related to the maintenance and repair of facilities and equipment, the right to determine the amount of supervision that is necessary; the right to establish schedules of work and the days of the workweek; the right to select and purchase materials; the right to purchase regular service of others and to determine whether to discontinue the entire business operation or any part thereof; the right to establish, maintain and enforce work rules and regulations; and the right to establish the starting and quitting time, and the number of hours to be worked.

2. It is further recognized, also by way of illustration and not by way of limitation, that the selection, composition, assignment and direction of the working force, including the right to determine the qualifications of employees (including physical qualifications and conditions), the right to hire, the right to discipline, suspend, demote and discharge employees for just cause, the right to assign, promote, and transfer employees, the right to determine the amount of overtime to be worked, and the size of the working force, the right to relieve employees from duty because of lack of work or other reasons, the right to assign work, to establish and require employees to observe the County's rules and regulations, the right to determine the size of the management organization, its functions, authority, amount of supervision and organizational structure, and the right to maintain discipline and efficiency of employees, is the sole responsibility of the County.
3. The exercise of the powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## **ARTICLE 5 WORK RULES**

1. Work Rules. The Employer has the right to establish and enforce reasonable work rules.
2. Publication of Work Rules. Work rules shall be electronically published and provided to each employee by the Employer.
3. Safety Devices. Employees shall use all safety devices as may be specified by the Employer.
4. Safe and Healthful Working Conditions. The Employer agrees that it will take reasonable steps to assure safe and healthful working conditions and the Union agrees to assist the Employer in its efforts to have all employees comply with all safety, sanitary and fire regulations.

**ARTICLE 6  
PROHIBITED ACTIVITY**

1. No Strike Pledge. During the life of this Agreement, the Union will not authorize, sanction, cause or support a strike as the term is defined in the Hutchinson Act, nor will any employee or employees take part in a strike, intentional slowdown of services, picketing, boycott, work stoppage, concerted refusal to work overtime, or any other interference with the County's services. Neither shall the Union or any employee refuse to cross any picket line by whomever established, where such refusal would interfere with or impede the performance of the employee's duties as an employee of the County.
2. Affirmative Action. The Union agrees that as a part of the consideration of this Agreement, upon receipt of notice from the County, it will take immediate steps to end any work stoppage, strike, slowdown, or suspension of work in violation of this Agreement.
3. No Lockout Pledge. During the life of this Agreement, the County agrees it will not cause or sanction a lockout.

**ARTICLE 7  
WORK BY NON-BARGAINING UNIT EMPLOYEES**

Non-bargaining unit employees shall not be assigned to work normally performed by employees in the Bargaining Unit except as otherwise set forth in the provisions of this Agreement.

It is expressly agreed and understood that non-bargaining unit employees be used as follows.

1. For the purposes set forth in Article 16, Hours of Work;
2. During periods of instruction, testing and emergencies;
3. When replacing employees for the remainder of a work shift they have started but do not complete;
4. During the time required to replace a bargaining unit member who is absent from the job with another bargaining unit member (the Employer agrees to make a reasonable effort to secure replacements); and
5. Augmenting the regular work force to meet the requirements of the Employer that may be occasioned by employee terminations or dismissals, temporary increased workloads, or other conditions that may create short-term staffing requirements.

**ARTICLE 8  
UNION REPRESENTATION**

1. For purposes of negotiations, the Employer will recognize a bargaining committee of three (3) employees, which committee will be selected in a manner determined by

the employees and the Union. One (1) non-employee representative may also be present.

2. For purposes of processing grievances under the Grievance Procedure, the Employer will recognize one (1) Steward per shift who shall represent the employees in the bargaining unit.
3. The Steward shall be selected in any manner determined by the Union provided that no one shall be eligible to serve as a Steward unless they are a seniority employee of the County.
4. The County agrees to recognize the Steward for the purpose specified in paragraph 2, after the Union provides the Employer with written notification of the Steward's appointment.
5. In the event a Steward is laid off, the County agrees that the Union may select another person to replace the laid off Steward.
6. No employee, including the Steward, shall stop their assigned work for any reason related to the processing of grievances at any step of the Grievance Procedure without first obtaining permission of their immediate supervisor.
7. The right of an employee or Steward to leave their work during working hours without loss of pay is limited to attendance at scheduled grievance meetings with representatives of the Employer and is extended with the understanding that time will be devoted to the prompt processing of legitimate grievances and will not be abused.

## **ARTICLE 9 SENIORITY**

1. Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) months of work, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty, if such period of absence is greater than fifteen (15) work days within the probationary period. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from their last date of hire. The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees may be laid off, disciplined, suspended, or terminated by the Employer at any time without regard and without recourse to this Agreement. Probationary employees may be terminated from employment for any reason or no reason and are employees at will.

2. Waiver of Probationary Period. The Employer may grant a probationary employee seniority status prior to the end of the probationary period. If such status is granted, the Union shall be notified in writing.
3. Seniority Status. Upon successful completion of the probationary period, or upon waiver of the probationary period by the Employer, the employee shall have seniority status. The employee's seniority date shall be determined in accordance with Section 4 below.
4. Seniority Date. Each employee's seniority date shall be the employee's last date of hire as a regular continuous full-time employee in the bargaining unit.
5. Anniversary Date. Each employee's anniversary date shall occur at one (1) year intervals from the employee's last date of hire as a regular continuous full-time employee in the bargaining unit.
6. Seniority List. The Employer shall prepare and maintain a seniority list which shall list the name, classification, and anniversary date of each employee with seniority status. The Employer shall submit the seniority list to the Union prior to July 15 and December 30 each year. The seniority list shall be posted in the Department.
7. Super-seniority of Union Representatives. The Bargaining Committee Chairperson and the Grievance Chairperson shall be entitled, in the event of layoff, notwithstanding their position on the seniority list, to be continued at their work as long as there is a job in their department which they can perform either on the basis of their past qualifications, having held the positions, their experience, training, and physical, educational or technical qualifications. The Chairpersons shall be entitled to continue work if they have the necessary qualifications to perform the work, and if work is available in their department. Similarly, in the event they are laid off, they shall be recalled to work in the event of layoff on the first open job in the Department which they can perform within their established classifications.
8. Loss of Seniority. An employee's seniority and their employment relationship with the Employer shall be automatically terminated for any of the following reasons.
  - A. The employee quits or is discharged for just cause.
  - B. The employee is absent from work, including failure to return to work at the expiration of any approved leave of absence or paid time off for three consecutive working days without notifying the Department and making acceptable arrangements for returning to work. The Employer will issue a termination notice in such case.
  - C. An employee is notified by personal notice, e.g., telephone or personal communication, to report to work and fails to report for five (5) working days after they were notified of the recall, or in the event notice is given by telegram or registered or certified mail, sent to the employee's last known address on record with the Employer, and the employee fails to report for five (5) working days

following the time they were supposed to report for work, based on the postmark of the notice. Notice will be given to the Union in the event the employee is terminated under this provision.

- D. The employee fails to report back within three (3) days following the expiration of a leave of absence, paid time off or holiday.
  - E. Falsification of reasons for leave of absence or statements on the employee's application.
  - F. The employee is convicted or pleads guilty or nolo contendere to a felony or a circuit court misdemeanor, or a misdemeanor which results in sentenced jail time excluding traffic misdemeanors;
  - G. If the employee fails to return on the required date following an approved leave of absence, paid time off or a disciplinary layoff, unless an excuse acceptable to the Emergency Dispatch/911 Director is presented;
  - H. If the employee makes an intentionally false statement on their employment application or other Employer document;
  - I. If the employee has been on layoff status for a period of eighteen (18) months or the length of their seniority, whichever is less, or does not return to work when recalled from layoff as set forth in the recall procedure.
9. Seniority Status/Military Service. The Employer agrees to comply with all provisions of any statutes of the United States or the State of Michigan concerning the reemployment or reinstatement of veterans.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

1. Intent/Definition. It is the intent of the parties to this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees, the Union and the Employer as to the application, interpretation or compliance with the provisions of this Agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences.
2. Default Settlement of Grievance. Any grievance not initiated within the time limits herein provided shall be barred. Any grievance not appealed within the time limits herein provided shall be considered settled on the basis of the Employer's last answer to the grievance and shall not be subject to further review. If the Employer fails to answer a grievance within the time limits herein provided, the Union may appeal the grievance to the next step of the grievance procedure.
3. Withdrawal of Grievance. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
4. Extension of Time Periods. The parties may extend the time periods within the grievance procedure by mutual written agreement.

5. Meetings Concerning Grievances. The Union representative shall meet at reasonable times with representatives of the Employer to discuss and adjust unsettled grievances or other matters which shall properly come up for discussion. Meetings shall be held at mutually agreed upon times. The Union representative shall attend such meetings with pay as long as said employee is scheduled to work.
6. Attendance by Grievant(s) at Grievance Meetings. The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the grievance procedure.

### STEP 1

- a. Oral Presentation of Grievance to Shift Supervisor. An employee having a grievance shall present it, with the steward, orally to their Shift Supervisor within five (5) business days of the date the employee first becomes aware or reasonably should have become aware of its occurrence.
- b. Written Presentation of Grievance to Shift Supervisor. If the grievance is not settled orally, the Steward and the employee shall reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated and the remedy desired. They shall each sign the grievance and submit it to the Shift Supervisor or authorized representative within five (5) business days of the Supervisor's response to the original grievance. The Shift Supervisor shall respond to the grievance in writing within five (5) business days of the date of receipt of the written grievance.
- c. Class Action Grievance. In the event the Grievance Chairperson wishes to present a class action grievance on behalf of the Union, the grievance shall be presented in writing directly to the Emergency Dispatch/911 Director in lieu of the Step 1 (a) procedure.

### STEP 2.

Written Presentation of Grievance to Director. If the Shift Supervisor's answer is not satisfactory, the grievant shall be referred by the Steward to the Union's Field Representative who may then submit the grievance to the Emergency Dispatch/911 Director within ten (10) business days of the date of the Shift Supervisor's receipt of the written grievance. The Emergency Dispatch/911 Director shall answer the grievance within five (5) business days of the date of his receipt of the written grievance.

Representatives of the Employer or the Union may assist at this or any other stage of the grievance procedure.

### STEP 3.

- a. Written Presentation of Grievance to Human Resources Director. If the grievance is not settled at Step 2, and the Union's Field Representative wishes to proceed further with the grievance, the Field Representative shall submit a signed written appeal to the Human Resources Director within ten (10) business days from the date of receipt of the Emergency Dispatch/911 Director's written response.
- b. Meeting to Discuss Pending Grievance. The Human Resources Director, the Emergency Dispatch/911 Director, two (2) representatives of the Union, and the grievant shall meet at a mutually agreeable time within ten (10) business days of the date of receipt by the Human Resources Director of the written appeal.
- c. Mutual Decision. A mutual agreement in writing may be given within ten (10) business days of the meeting.
- d. Human Resources Director's Decision. In the event that a mutual decision cannot be reached, the Human Resources Director shall respond in writing within ten (10) business days of the meeting.

### STEP 4.

- a. Submission to Arbitration. If the grievance is not settled at Step 3, and either party believes the matter should be carried to arbitration, the matter shall be referred to the American Arbitration Association.
- b. Settlement of Matter Submitted to Arbitration. The Union and Employer shall have full authority to settle any matter subject to arbitration before, during, or after the matter has been submitted, and the employee will be bound thereby, providing that the Union has fulfilled its duty of fair representation.
- c. Notice of Intent. Notice of Intent to submit to arbitration shall be given within fifteen (15) business days from the end of Step 3, together with a request for an arbitrator from the American Arbitration Association.
- d. Selection of Arbitrator. The arbitrator shall be selected under the rules of the American Arbitration Association.
- e. Jurisdiction of Arbitrator. The issues will be specifically set forth by the party requesting arbitration and the arbitrator will not have jurisdiction to subtract from or modify any of the terms of this Agreement or any amendments thereof, or to specify the term of a new agreement or to substitute their discretion for that of any of the parties hereto, unless otherwise specifically permitted herein.

- f. Decision of Arbitrator. The decision of the arbitrator shall be final and binding upon all parties and may only be appealed as provided by law. It may be enforced by a Circuit Court of competent jurisdiction. No claim for back wages involved in any grievance shall exceed the amount of wages the employee would have otherwise earned at their regular rate of pay, less their actual earnings for the period in question.
  - g. Arbitrator's Fees and Expenses. The fees and expenses of the arbitrator shall be paid equally by the Union and the Employer. All other expenses shall be borne by the individual parties.
  - h. Retroactivity. Any grievance under this article relating to the payment of wages will not be retroactive beyond the date the grievance was first presented in writing to the Employer.
  - i. Time Limits. Any grievance not initiated or appealed by the Union within the time limits outlined within the grievance and arbitration procedure will be considered as settled on the basis of the last answer and will not be subject to further review.
7. Election of Remedies. 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 Procedures provided for in this contract. If any 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.

## **ARTICLE 11 DISCIPLINE AND DISCHARGE**

1. In cases of discharge and discipline of non-probationary employees, a representative of the County shall provide prompt notice to the employee and to the President of the Union.
2. The affected non-probationary employee shall be allowed to discuss their discharge or discipline with the Steward, or other Union representative, and the County will make available an area where they may do so.
3. When imposing discipline on a current charge, the County will not take into account any minor infractions resulting in a disciplinary penalty less than suspension, which occurred more than three (3) years previously. Non-probationary employee shall be

entitled to notice of the basis for disciplinary action up to and including discharge of such employee by the County.

4. The Employer shall not discipline or discharge any non-probationary employee except for just cause.
5. Written notice of disciplinary action or discharge shall, where applicable, cite the specific sections of rules and regulations and/or appropriate law(s) or ordinance(s) which the employee is alleged to have violated.
6. A non-probationary employee against whom charges have been made by the Employer shall be represented by a Union representative upon request of the employee.

## **ARTICLE 12 LAYOFF AND RECALL**

1. Layoff Priorities. Full-time probationary employees shall be laid off prior to the layoff of full-time seniority employees. The order of layoff of probationary employees shall be at the discretion of the Employer. Full-time seniority employees shall be laid off by classification in seniority order, least senior first.
2. Layoff Notification. Except in emergency situations (e.g., Acts of God, unforeseen reduction in revenues, etc.), employees shall be provided at least five (5) days advance written notice of layoff. The Union shall be given a list of such laid off employees at the same time.
3. Recall. When the work force is increased after layoff, full-time seniority employees shall be recalled according to seniority, most senior first.
4. Notice of Recall. Employees shall be recalled in the order of their seniority. Failure to accept recall shall constitute a waiver to recall and a voluntary resignation. Recalled employees must return to work within ten (10) business days of receipt of the notice of recall. Failure to return within ten (10) business days constitutes voluntary resignation.

Employees on layoff shall notify the Human Resources Department of their current address within forty-eight (48) hours of layoff and immediately subsequent thereto of any change of address in order to afford the Human Resources Department the ability to notify employees of recall. Failure to do so by the employee shall constitute a waiver by the employee of the employee's right to recall.

**ARTICLE 13  
BULLETIN BOARDS**

1. Bulletin Boards.

A. Portions of a bulletin board in each building where employees report to work shall be made available to the Union for its notices.

B. Notices shall be restricted to the following types:

Notices of Union Social or Recreational Events

Notices of Union Elections and Results

Notices of Union Meetings

Notices of Union Educational Classes, Conferences, or Conventions

C. The name and number of the Union shall be put on the board by the Employer.

**ARTICLE 14  
CREATION OR MODIFICATION OF JOB DESCRIPTION**

1. In the event new job classifications are created or current positions are substantially modified, the Employer shall notify the Union in writing and the rate of pay shall be subject to negotiation between the Employer and the Union.
2. The Union shall notify the Employer of its desire to negotiate as above provided within ten (10) business days of receipt of written notice of a newly created or substantially modified position.
3. The Union's failure to notify the Employer of its desire to negotiate as above provided shall constitute acceptance of the rate of pay established by the Employer.

**ARTICLE 15  
UNION SECURITY AND CHECKOFF**

1. Agency Shop or Union Membership. It is the intent of this Agreement to make a legal provision for the voluntary payment of all the members of the bargaining unit of a representative fee or for voluntary Union membership as they shall choose. The County and the Union agree that they will not discriminate against any employee as set forth in this Agreement, in regard to hire terms or conditions of employment in order to encourage or discourage membership in the Union.
  - A. Present employees who are members of the Union shall be deemed to be continuing members subject to the provisions of this Agreement and shall, if they desire, remain members for the duration of this Agreement. Employees not members of the Union on the effective date of this Agreement may become

members, if they desire, and they may file an agreement for checkoff of dues and fees as hereinafter provided. Such dues and fees shall be collected according to the terms of such agreement in the form attached. The union will accept into membership all employees who are subject to the provisions of this Agreement who apply for the same and tender dues and fees as uniformly required as a condition of the membership.

2. Service Fee. Employees covered by this Agreement who are not members of the Union shall pay a representation or service fee to the Union, which in no case may exceed the amount of dues uniformly required for membership.
3. Commencement of Dues. On or before the 31<sup>st</sup> day following the beginning of employment, or thirty-one (31) days from the time this Agreement is executed, whichever is later, each employee covered by this Agreement shall decide whether or not to apply for membership in the Union by executing membership and dues authorization cards as may be required by the Union, or not to apply for membership; meaning, in which event, employees may execute the representation fee authorization checkoff card, also hereinafter referred to, and shall pay monthly Union dues or the representation fee.
4. Checkoff. The County shall commence deduction of the Union membership fees and dues as authorized by the employee or the deduction of the representation fee assessed against its non-members on a uniform basis. Employees shall either remain members of the Union for the duration of this Agreement, or in lieu thereof, shall pay the representation fee as a condition of continued employment.
5. Maintenance of Membership. Employees who fail to remain members of the Union or in the alternative fail to pay the representation fees, shall be discharged by the County within thirty (30) calendar days after receipt of written notice to the County and the employee from the Union, unless the County is otherwise notified by the Union in writing within such period that such default has been rectified.

This provision with respect to Union membership shall in no way affect the County's rights with respect to exercise of the provisions of this contract, they relate to the retention or termination of the employees, including probationary employees, as long as such employees maintain Union membership or pay the representation fee as herein provided.

6. New Hires. The Human Resources Office will furnish the Union a list of all the hires at the end of each pay period.
7. Laws, Court Rulings. In the event of amendment to the existing laws or change in court rulings, which would authorize other forms of Union Security Agreements for public employees in this State, either party may give notice to the other party of a desire to negotiate a provision with respect thereto, and both parties agree to meet within fifteen (15) days from date of receipt of such notice and to negotiate on

substitute or amended Union Security provisions as may be allowed by law. Nothing in the Collective Bargaining Agreement shall be deemed to bar such amendment or negotiation, or other action to enforce such right to amendment; however, all of the other provisions of the Agreement shall remain in full force and effect, irrespective of whether the parties agree or disagree on a new Union Security Agreement.

8. Security and Checkoff. The County agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and initiation fees uniformly required, if any, and further agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization which has been duly executed by the employee in accordance with the standard form provided by the Union. The written authorization for Union dues deduction or for representation fee deduction may remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) calendar days immediately prior to the expiration of the contract or subsequent to the expiration of this contract or as required by law. Termination notice must be given both to the County and the Union. Union dues and initiation fees will be certified to the County by the Secretary-Treasurer of the local Union, but shall not exceed the amount authorized in the checkoff agreement, if any, as signed by the employee. Such checkoff and remittance of fees shall be made by the County to the Union without charge. Union dues and representation fees will be deducted commencing with the first pay of the month following the month in which the employee' payroll deduction authorization is provided to the Employer, and in the first pay of each month thereafter.
9. Hold Harmless. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims or liabilities, including court costs and attorney fees, that arise out of the Employer's compliance with the Union security and payroll deduction provisions of the Agreement.

## **ARTICLE 16 HOURS OF WORK**

1. Work Week/Work Day.
  - A. For full-time employees assigned to work a twelve (12) hour shift schedule, which said schedule will be equal to eighty four (84) hours in a two (2) week period. Employees will have the option to take the four (4) hours over eighty (80) as four (4) hours straight pay or four (4) hours straight comp time. The normal work day will be inclusive of a paid thirty (30) minute lunch period.
  - B. Each full-time employee shall be entitled to a paid, fifteen (15) minute rest period during the first half of a twelve (12) hour work shift, and a paid, fifteen (15) minute rest period during the second half of a twelve (12) hour work shift. Work breaks may not be accumulated and shall not be paid if not taken. Neither may breaks be used to start work late or finish work early.
  - C. The time of rest and lunch periods shall be determined by the Employer.

D. This article shall in no way be construed as a guarantee of work or pay or restrict the assignment of overtime.

2. Work Shifts and Other Shift Premiums.

- A. The hours of a normal work day, shall be periodically determined and posted by the Employer.
- B. Employees regularly performing work on a 7:00 PM – 7:00 AM shift shall receive a shift-premium of fifty cents (\$.50) per hour.
- C. Shift premium shall be added to total wages but shall not increase the hourly or weekly salary rates. Shift premiums shall be paid only for hours actually worked by an employee and shall not be paid for holidays, paid time off, or other periods for which the individual is paid but does not actually work.
- D. Certified Training Officers (CTO) shall receive an additional one (1) hour of straight time pay or compensatory time for each day of training.

3. Overtime.

- A. Overtime will be paid for all hours worked in excess of twelve (12) hours in a day or any hours paid over eighty four (84) hours in a two (2) week period. Employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay for overtime hours worked. Neither the Police Officers Association of Michigan nor any bargaining members will seek overtime for up to twelve (12) hours in a day or eighty four (84) in any two (2) week period.
- B. A paid holiday, paid time off day, or other authorized paid leave shall not be counted as time worked for the purpose of computing overtime pay for over twelve (12) hours per day but shall be counted for the purpose of computing overtime pay for over eighty four (84) hours per pay period.
- C. All overtime work shall be approved in advance and shall be worked as directed by the employee's supervisor.
- D. The decision to assign or not assign overtime work shall be at the sole, and exclusive, discretion of the Employer.
- E. The assignment of overtime to employees inside or outside of the bargaining unit shall be at the sole and exclusive discretion of the Employer, subject to the following limitations.

(1) In those situations where the Employer decides to replace a regular full-time employee whose absence on sick leave is unscheduled and is reasonably expected to be of three (3) days or less duration, the work shall first be offered to permanent part-time employees who are expected to work less than thirty (30) hours in the workweek. Overtime work arising after available part-time employees have acquired thirty (30) hours in the workweek, shall then be offered to regular full-time employees in the bargaining unit who have volunteered for overtime assignments.

(2) In those situations where an employee is absent on sick leave which is unscheduled and is reasonably expected to exceed three (3) days duration, or in those situations where an employee is absent by reason of funeral leave, paid time off, meetings, conferences, and other scheduled absences, the Employer may, at its discretion, assign such work to permanent part-time employees in accordance with other applicable provisions of the current labor agreement.

(3) Voluntary Overtime.

- (a) Voluntary overtime shall be offered to Communication Technicians first based on their seniority within the union.
- (b) Overtime will be offered to those employees on duty at the time of notice to the Employer on a seniority basis.
- (c) The overtime will next be offered to the employees working the oncoming shift on a seniority basis, commencing with the most senior operator first.
- (d) Shift Leaders would then be offered the remaining available overtime and will be allowed to work the overtime based on seniority within the classifications, and based on their Shift Leader rate of pay.
- (e) If an employee does not accept, it shall be treated as a refusal.
- (f) The Employer shall not be required to notify those employees on sick or paid time off days.
- (g) If the Employer notifies by telephone and receives an answering machine response, it shall be treated as a refusal.
- (h) Voluntary overtime shall be offered in four (4) hour blocks.
- (i) A roster reflecting employees interested in voluntary overtime shall be maintained at the 9-1-1 Center. Only those dispatchers whose names appear on the roster need to be called. The voluntary overtime roster should be exhausted before any ordered overtime.

(4) Non-Voluntary Overtime. When voluntary overtime is exhausted, and it is necessary to order employees to work overtime the following procedure shall be used:

- (a) Blocks of overtime shall generally be four (4) hours. However, this does not limit the Employer to assigning only four (4) hour blocks in emergencies.
- (b) The first four (4) hours will be assigned to the least senior regularly scheduled operator on duty.
- (c) The remaining four (4) hours will be assigned to the least senior regularly scheduled operator on the shift following. If the least senior operator cannot be contacted, the next operator with least seniority who is regularly scheduled on the following shift shall be contacted, etc.
- (d) In the event no operators who are regularly scheduled to a shift can be reached, the supervisor will call in the least senior employee and move up the list until the position is filled.
- (e) Operators will not be ordered in on paid time off days, sick days or pass days except in an emergency by seniority.

- (f) Operators will not be ordered to work more than sixteen (16) hours in any twenty-four (24) hour period unless an emergency is determined by the Emergency Dispatch/911 Director or his designee.
- (g) The Employer has the ability to use permanent part-time employees prior to permanent full-time employees in non-voluntary overtime situations, when said permanent part-time employees are available.
- (h) Shift Leaders shall not be ordered for non-voluntary overtime except in emergency situations.

Nothing in this section shall be construed as limiting other provisions of this contract.

4. Compensatory Time Off.

- A. Upon mutual agreement by the Director or his designee and the employee, employees shall have the option of taking compensatory time off in lieu of overtime payment or in lieu of payment for time worked on a holiday at the rate of time and one-half for each hour worked.
- B. Employees selecting compensatory time off in lieu of payment, shall notify the Shift Supervisor of their selection in writing at the time of recording of the time worked.
- C. Compensatory time off must be used within the calendar year, except that a maximum of sixty (60) hours may be carried over to the following calendar year.
- D. The Employer may direct payment at any time when accrued compensatory time is in excess of sixty (60) hours at the time overtime is worked.
- E. The scheduling of compensatory time off shall be by mutual agreement of the employee and the Shift Supervisor.

5. Time Change.

- A. Full-time employees will be paid eleven (11) hours pay for eleven (11) hours work during the Spring time change but may take one (1) hour of paid time off or one (1) hour of accumulated compensatory time in order to be paid for twelve (12) hours.
- B. Full-time employees will be paid twelve (12) hours straight time and one (1) hour overtime for the thirteen (13) hours worked during the fall time change.

6. Call-Pay. If an employee is scheduled in by the Employer for duty not scheduled in advance and which is outside of and not continuous with the employee's regular work period, the employee shall be guaranteed a minimum of two (2) hours work or two (2) hours pay.

7. Work Schedules. The Employer agrees to post a work schedule in the 9-1-1 Center within the Department thirty (30) days in advance of its first becoming effective. If revisions occur in the posted schedule subsequent to its initial posting, the affected employee(s) shall be notified of said revisions.

8. Shift Rotation.

- A. Employees with less than one (1) year of service shall be assigned existing shifts (including available pass days) at the discretion of the Employer.
- B. The Employer intends to block slots consistent with the number of probationary employees in the department at the time shift picks are made. Should a probationary employee leave County employment for any reason leaving an open slot that slot including shift and pass days would be re-bid. After one (1) year of service an employee shall have preference in shift selection over less senior employees provided they have the qualifications, ability and training to immediately assume the job duties on such shift.
- C. Shift pick may be exercised twice a year commencing the second (2<sup>nd</sup>) Monday in January and the second (2<sup>nd</sup>) Monday in July. Time off will be approved three (3) months at a time. Lists for exercising shift assignment preference (including available pass days) shall be completed and posted a minimum of thirty (30) calendar days prior to shift preference assignments taking effect.
- D. Requests for paid time off shall be made within fifteen (15) calendar days of the posting of the shift selection and shall be approved within five (5) calendar days of the end of the paid time off requesting. Once shift preference assignments have been made, any change requested by an employee shall be at the discretion of the Employer. From the time shift preferences are posted with approved time off, until the day of shift change, time off requests for remaining available time will be granted on the basis of seniority.
- E. Paid Time Off Scheduling. Paid time off shall be selected from those available and shall be submitted to the Employer at the time designated above. Paid time off requests made at any time other than as specified herein shall be authorized at the discretion of the Employer in the order in which requests are submitted.

Once paid time off has been approved it may be cancelled or changed at the request of the employee and with the approval of the Emergency Dispatch/911 Director or their designee. Additionally the Director or their designee may not cancel the employee's approved paid time off without a request from the employee except in the event of an emergency.

For employees hired on or after 1/1/12 and upon completion of training and within their first year of service, employees may use comp time earned during the first round of time off selection.

- 9. Tardiness. Employees late in reporting to work will be docked one-tenth of an hour for each six (6) minutes or portion thereof which they are late.
- 10. Time Trades. Time trades/pass day switches will be allowed between full time Communications Technicians in half-hour (1/2) increments provided they are in the same pay period. The time trade is to be time for time, meaning if four (4) hours are worked in one sitting, four (4) hours shall be paid back in one sitting. The same will apply for eight (8) hour trades. All time trades must be requested in writing and

submitted to the Shift Supervisor for authorization prior to the scheduled switch. Seniority status will be that of the person working at the time for the purposes of overtime assignment and ordered overtime.

Time trades will be approved after:

- All PTO time has been submitted for each shift change and put on the schedule.
- All overtime spots have been filled that were created by approved PTO time.

Time trades will be scheduled no more than four (4) weeks in advance of when the trade is to take place. Time trades for Shift leaders must be approved by the Emergency Dispatch/911 Director.

## **ARTICLE 17 COMPENSATION**

Wage Rate. Employees shall be compensated on an hourly basis in accordance with the rates specified in attached Schedule A.

- 2022: 2.00% wage increase effective the payroll period following the date of ratification by both parties.
- 2023: 2% wage increase and 1% market adjustment wage increase (total 3% increase effective January 1, 2023)
- 2024: 2% wage increase and 1% market adjustment wage increase (total 3% increase effective January 1, 2024)

\*Plus a one-time lump sum \$1,000.00 payment, not added to the pay scale, less applicable payroll withholdings to be paid as soon as practicable after ratification by all parties.

1. Wage Shortage. If there is a shortage in gross pay due to an employer or payroll system error of more than fifty (50) dollars, it shall be corrected by the Employer no less than the following Wednesday. If there is a shortage in gross pay less than (50) dollars, it shall be corrected in the next paycheck. Timesheet entry errors made by employees and/or approved for submission by employees will be corrected by the employer on the next pay date following written notification.
2. Wage Overpayments. If there is an overpayment of gross pay it shall be corrected in the employee's next paycheck.

## **ARTICLE 18 RETIREMENT**

1. Defined Contribution Plan. Employees hired on or after 1/1/2010 will participate in the Defined Contribution Plan and will not be eligible to participate in the Defined Benefit Plan.

Employees will be required to make a mandatory minimum contribution of 1.0% (pre-tax) of their earnings but may contribute up to 12.0% of their annual earnings in the Defined Contribution Plan. The County will contribute a minimum of 1.0% of the employee's annual wage. The County will match up to an additional 4.0% of the employee contribution, not to exceed a total contribution of 5.0% of the employee's annual wage. Employees will be vested in the plan after the completion of five (5) years of service with the County.

## **ARTICLE 19 INSURANCE**

1. Effective Date of Coverage. To the extent the employee has timely and properly elected coverage, coverage for health and welfare benefits provided for in this Agreement shall be effective on the employees first day of employment.
2. Carriers/Administrators. The Employer may change the carriers/ administrators of health and welfare benefits available under this Agreement.
3. Group Health Plan Benefits for Employees. Medical, prescription, dental, and vision benefits offered under the County of Jackson Group Health Plan (as amended and restated from time to time) ("Group Health Plan") shall be made available to full-time employees and part-time employees who are regularly scheduled to work at least 20 hours per week and will normally be scheduled to work more than six months during the plan year. Employees may also be eligible for benefits under the Group Health Plan to the extent required by applicable federal and/or state law. Please see the Summary Plan Description for the Group Health Plan for complete eligibility and participation requirements for medical, prescription, dental and vision benefits. Group Health Plan benefit levels, eligibility requirements, and/or participation requirements are as set forth in the Group Health Plan.

The parties agree that the Group Health Plan design must not trigger the Federal "Cadillac" excise tax, to the extent the Cadillac excise tax becomes applicable to the Employer.

Full-time employees (as defined in the Group Health Plan) shall pay no more than a 20% premium share based on the rate for medical and prescription coverage. Part-time employees (as defined in Article 29) shall be required to pay the entire rate for medical and prescription coverage. All employees who participate in the Group

Health Plan shall make their required applicable contribution toward the cost of such coverage through bi-weekly payroll deduction. In the event an employee's pay does not cover his or her Group Health Plan premium share, or the employee is not receiving pay, they must make direct contributions to the Employer on a bi-weekly basis.

Group Health Plan coverage shall be made available to the Employee's eligible spouse and eligible dependent children. Eligible dependent children may remain on the Employee's Group Health Plan coverage until the end of the calendar month in which the dependent child turns twenty-six (26) years of age.

4. Retirement Health Savings: All employees hired on or after 1/1/2012 will not be eligible for medical and prescription benefits upon retirement. They will participate in the County's Retiree Health Savings Plan (RHS). Parameters of the plan are:
  - a. Employer annual contribution of \$1950.00 continues, to be increased to \$2050.00 in 2025. (Increases \$100.00 every 5 years, based on initial County plan implementation date).
  - b. Employee annual contribution of \$850.00 continues, to be increased to \$900.00 in 2025. (Increases \$50.00 every 5 years, based on initial County plan implementation date).
  - c. Three (3) year vesting.
  - d. Eligible to receive medical benefit payments upon separation from service with no restrictions.
  - e. Permissible medical benefit payments are those eligible under IRC Section 213 other than direct long-term care expenses and including non-prescription medications allowed under IRS guidance.
  - f. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

5. Cash In Lieu of Medical and Prescription Benefits. Full-time employees and retirees who are eligible to receive medical and prescription coverage under the Employer's group health plan may elect to receive a cash payment in lieu of such medical and prescription coverage provided they meet the applicable requirements set forth in the County of Jackson Section 125 Cafeteria Plan (as amended and restated from time to time) (the "Section 125 Cafeteria Plan"). However, for purposes of the section within the Section 125 Cafeteria Plan entitled "Restrictions on Election to Waive Medical Coverage and Receive Cash" (currently Section 3.1A of the Section 125 Cafeteria Plan), reference to "January 1, 2007" is replaced with "January 1, 2008" for purposes of this Agreement.

The amount of the cash payment shall be determined by the Board of Commissioners each year, but shall not go below the current amount in Attachment A – Benefits Summary.

In order to waive coverage and receive cash payment, the employee or retiree must meet the following criteria:

- a. Must certify and provide proof of medical and prescription coverage through a secondary source as explained in the Section 125 Cafeteria Plan; and
- b. Must complete the Group Health Plan Waiver form.

6. Termination of Waiver: Should medical and prescription coverage through the secondary source described above be terminated for any reason, the waiver agreement and cash payment shall terminate. The employee or retiree may be permitted to re-enroll in the County's medical and prescription coverage due to a qualifying mid-year change in election event as set forth in the Section 125 Cafeteria Plan provided notification is made to the County's Human Resources Department within thirty (30) days after coverage was lost. Otherwise, employees and retirees may elect to terminate the waiver agreement, cease the cash payment and re-enroll in the County's group health plan only during an open enrollment period.
7. Short Term/Long Term Disability. Short term disability (STD) benefits will be offered as an option to purchase to full-time employees who meet the applicable eligibility and participation requirements set forth in the underlying STD plan documents. The Employer shall provide long term disability (LTD) benefits to full-time employees who meet the applicable eligibility and participation requirements set forth in the underlying LTD plan documents at the employer's entire expense. Health care coverage will continue for employees on STD/LTD for up to one year from date leave commenced. STD/LTD must be supplemented by the employee's accrued time off (i.e., banked sick leave, paid time off). There will be no accrual of paid time off, sick leave and holiday pay during periods of STD/LTD. The use of STD/LTD is subject to Employer required medical verification.
8. Life Insurance and Accidental Death and Dismemberment Benefits for Employees. The Employer shall provide to each full-time employee who meets the applicable eligibility and participation requirements set forth in the underlying life insurance and accidental death and dismemberment plan documents a group term life insurance policy in the amount of \$30,000, and accidental death and dismemberment insurance in an equal amount at the Employer's entire expense.
9. Governmental Modifications Affecting Coverage. Any applicable laws, regulations, mandates, and/or other governmental guidance under federal or state law related to benefits provided under this contract that take effect during the duration of this contract will be implemented as necessary to comply with the applicable law. The parties acknowledge and agree that benefit coverage provided under this contract may be modified as described above in order to ensure compliance with any such applicable law.

**ARTICLE 20  
BEREAVEMENT LEAVE**

1. Employees Entitled to Paid Bereavement Leave. To be entitled to paid bereavement leave, employees must be employed in the bargaining unit for a minimum of ninety (90) calendar days.
2. Immediate Family. Employees shall be allowed three (3) paid working days (excluding pass days) as bereavement leave days not to be deducted from paid time off, for a death in the immediate family, which is defined as follows:  
  
Parents, step-parents, spouse, siblings, brother in-law, sister in-law, step siblings, children, stepchildren, foster children, parent in-law, grandchildren, grandparents, and grandparent in-laws.
3. Others.
  - A. Employees serving as pallbearer, or
  - B. Employees attending the funeral of an aunt, or uncle, cousins will be allowed one (1) bereavement day with pay.
4. Extension of Bereavement Leave. In exceptional cases, the Employer may approve an extension of time for attendance at a funeral referenced in paragraphs 2 or 3 above, which time shall be chargeable to the employee's paid time off, if available.

**ARTICLE 21  
JURY DUTY**

1. Notification to Department Head. An employee receiving a jury duty summons shall notify the Shift Supervisor as soon as possible.
2. Time Off with Pay. An employee serving on jury duty shall receive time-off with pay.
3. An employee serving on jury duty shall be assigned to the first shift for the duration of jury duty. The employee will report to the 9-1-1 Center daily when released from jury duty.

**ARTICLE 22  
COURT TIME**

1. Work Related. Employees subpoenaed into any Court or official hearing for duty related matters during off duty hours shall receive witness fees and mileage, and after the first half-hour from the time they are due in Court, they shall be entitled to time and one-half their regular hourly rate of pay in addition to such fees and

mileage. If they are requested to spend more than one-half day in Court, only the hours after the first half-hour of the afternoon will be so compensated.

2. Other Court Appearances. Any Court appearance which is unrelated to County employment shall be covered with paid time off or time off without pay.

## **ARTICLE 23 MILITARY LEAVE**

1. Regular Military Leave. Employees shall be granted military leave pursuant to applicable State and Federal laws.
2. Temporary Military Leave. Any employee with seniority status who is a member of a reserve component of the Armed Forces of the United States of America or National Guard shall be entitled to a temporary military leave of absence when ordered to attend active duty training and shall be entitled to pay in an amount equivalent to the difference between the employee's regular County compensation and the military service pay for each day of absence from scheduled County employment, provided proof of military service and pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment in any calendar year.
  - A. Duty in Excess of Two Weeks. If active duty training exceeds two (2) weeks in any calendar year, the employee shall be entitled to a military leave of absence without pay.
  - B. Holiday Occurring During Temporary Military Leave. An employee shall be entitled to holiday pay for a paid holiday which occurs or is observed during a temporary military leave. Military pay earned on a holiday shall not be considered in determining the employee's salary for the holiday.
3. Emergency Military Leave. Any employee with seniority status who is a member of a reserve component of the Armed Forces of the United States of America and is ordered to perform state emergency duty, by compulsory call of the Governor or the President shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employee's regular County compensation and military service pay, provided proof of military service pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment.
4. USERRA. The County shall comply with any and all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (as amended from time to time).

**ARTICLE 24  
LEAVE OF ABSENCE**

1. Family and Medical Leave. Each party has the right to exercise its rights under the Family and Medical Leave Act, notwithstanding any contrary provision under this contract.
2. Gainful Employment. No employee shall be granted a leave of absence for the purpose of self-employment or to serve as an employee of another company or corporation.
3. Return to Former Position. An employee returning from an approved leave of absence shall be entitled to return to the bargaining unit in accordance with their accumulated seniority.
4. Falsification of Applications for Leave of Absence. An employee who falsifies an application for leave of absence is subject to discipline up to and including discharge.

**ARTICLE 25  
HOLIDAYS**

1. Employees Entitled to Holiday Pay. To be entitled to holiday pay, employees must be employed in the bargaining unit for a minimum of ninety (90) calendar days and must have worked the last scheduled work day before and the next scheduled work day after the observance of the holiday.
2. Paid Holidays. All employees shall be entitled to a paid holiday based on their regular rate of pay and regular work day, exclusive of shift premium, on the following days.

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25

3. Holidays Occurring on Payday. If a paid holiday occurs on payday, employees shall receive their paycheck prior to the holiday.

4. Holidays Occurring on Saturday, Sunday, or Regular Scheduled Work Day.
  - A. Employees eligible for paid holidays who are required to work on a holiday will receive time and one half pay for each hour worked on such holiday in addition to holiday pay for all hours worked on that holiday. When the employer exercises its right to order a communications technician off on a scheduled holiday, the employee will receive the equal number of straight time hours that the employee would have worked on the holiday (i.e., if they are scheduled to work 12 hours they receive 12 hours of straight pay, etc.). Employees eligible for holiday pay and whose pass day falls on the holiday will have the option to receive 12 hours (pursuant to applicable shift schedule) of holiday pay as a floating holiday or 12 hours of straight pay. Prior authorization must be received prior to utilization of floating holidays. Floating holidays may not exceed a maximum balance of 60 hours at any given time.
5. Failure to Report for Holiday Work Assignment. Employees who are assigned to work on a holiday and fail to report for work without just cause shall be subject to disciplinary action and, further, shall forfeit pay for the holiday.
6. Holiday Occurring While on Paid Sick Leave or Paid Time Off. Employees on paid sick leave when a holiday occurs shall not receive holiday pay. Employees on paid time off when a holiday occurs shall receive holiday pay and shall not be charged paid time off for the holiday.
7. Additional Paid Holidays. In the event that the Employer proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits as set forth above.
8. Determining Holiday Work Assignments. The supervisor first offers the holiday off to the most senior dispatcher on each shift. If that person turns it down the supervisor then moves to the second in seniority and on down the list for each shift. If no one voluntarily takes the holiday off the supervisor then orders off the least senior person on each shift to minimize holiday staffing levels, unless determined otherwise by the Emergency Dispatch/911 Director, based on the needs of the department or employee.

**ARTICLE 26  
PAID TIME OFF**

1. Except as indicated below, employees hired on or after 1/1/2022 will earn and be credited bi-weekly with paid time off (PTO) on each pay period and be subject to caps on the following schedule:

<u>Commencement:</u>	<u>PTO Hours</u>	<u>Bi-Weekly Hrs.</u>	<u>Cap</u>
Probation to 6 years of service	120	4.615	160

7 to 11 years of service	160	6.154	240
12 to 15 years of service	200	7.692	320
16 or more years of service	240	9.231	400

\*For newly hired eligible employees, PTO begins to accrue upon hire; however, PTO is not available for use until the 90<sup>th</sup> day of employment. PTO for part-time employees who average at least 25 hours per week during the preceding calendar year will be prorated based on hours worked at a rate of at least 1 hour per calendar week. New part-time employees who are expected to work at least 25 hours per week as of their hire date will accrue prorated PTO upon hire at a rate of at least 1 hour per calendar week; however, PTO is not available for use until the 90<sup>th</sup> day of employment.

There will be no accrual of paid time off while an employee is absent from work and receiving short-term disability (STD), long-term disability (LTD), worker's compensation or unpaid time.

Paid time off may be used in integrals of not less than one-half (1/2) hour and in quarter-hour (1/4) integrals thereafter.

2. Except as indicated below, employees hired between the periods of 1/1/2012 to 12/31/2021 shall earn and be credited annually with PTO on their anniversary date based on the following schedule:

<u>Completion of:</u>	<u>Paid Time Off Hours</u>	<u>Carry-Over</u>
Probation to 1-year of service	40 hours	0 hours
1 to 6 years of service	120 hours	40 hours
7 to 11 years of service	160 hours	80 hours
12 to 15 years of service	200 hours	120 hours
16 or more years of service	240 hours	160 hours

There will be no accrual of paid time off while an employee is absent from work and receiving short-term disability (STD), long-term disability (LTD), worker's compensation or unpaid time.

Paid time off may be used in integrals of not less than one-half (1/2) hour and in quarter-hour (1/4) integrals thereafter.

3. Except as indicated below, employees hired prior to 1/1/2012 shall earn and be credited annually with paid time off on their anniversary date of hire with the County based on the following schedule:

<u>Completion of:</u>	<u>Paid Time Off Hours</u>	<u>Carry-Over</u>
7 to 11 years of service	224 hours	160 hours
12 to 15 years of service	264 hours	200 hours

16 or more years of service

304 hours

240 hours

There will be no accrual of PTO while an employee is absent from work and receiving short-term disability (STD), long-term disability (LTD), or unpaid time. PTO shall continue to accrue for the first six months only when an employee is absent from work and receiving worker's compensation.

Paid time off may be used in integrals of not less than one-half (1/2) hour and in quarter-hour (1/4) integrals thereafter.

2. One-time Election: Any Employee hired prior to December 31, 2021 will be permitted to make a one-time irrevocable election to transition their PTO from an annual to a bi-weekly accrual.
3. Paid Time Off Carry-Over. Earned PTO days shall be utilized within one (1) year after the employee's anniversary date, except that a maximum of days may be carried over to the next year on any anniversary date as reflected in the schedule listed above.
4. Paid Time Off Scheduling. PTO days shall be selected from those available and shall be submitted to the Employer at the time designated in Article 16, Section 8, for shift selection. PTO requests made at any time other than as specified herein shall be authorized at the discretion of the Employer in the order in which requests are submitted. Once PTO has been approved it may be cancelled or changed at the request of the employee and with the approval of the Emergency Dispatch/911 Director or their designee. Additionally the Director or their designee may not cancel the employee's approved PTO without a request from the employee except in the event of an emergency. From the time shift preferences are posted with approved time off, until the day of shift change, time off requests for remaining available time will be granted on the basis of seniority.

For employees hired on or after 1/1/12 and upon completion of training and within their first year of service, employees may use comp time earned during the first round of time off selection.

5. Paid Time Off On a Holiday. PTO shall not be utilized on holidays.
6. Notification of Employer. Employees shall provide the Employer with two (2) hours notice prior to using PTO.
7. Other Uses. Employees who are absent on account of sickness, injury or disability in excess of that allowed under the leave of absence provisions may, at the request of the employee and in the discretion of the Employer, be allowed to charge the same against their PTO allowance. Employees may supplement worker's compensation benefits with PTO.

8. Payment Upon Separation. Upon separation of employment, the employee shall be paid for seventy-five (75%) percent of paid time off days earned and credited, at the employee's current rate of pay. Employees with less than one (1) year of service shall not be entitled to payment of their unused time off.
9. No Advance Credit. PTO shall not be allowed in advance of being earned.

## **ARTICLE 27 PARKING AND MILEAGE REIMBURSEMENT**

1. Parking. The Employer will furnish all employees a free parking area within the general vicinity of the County Building.
2. Rate. Employees required and authorized to have available and operate their own vehicles in the conduct of County business shall be paid an automobile allowance on the basis of the rate of reimbursement established by the County for the use of personal vehicles.

## **ARTICLE 28 PHYSICAL EXAMS**

The Employer shall provide and pay for physical and/or mental examinations and chest x-rays it requires an employee to take, except for certification of sick leave which shall be the employee's responsibility.

## **ARTICLE 29 PART-TIME EMPLOYEES**

In order to meet the budgetary constraints of Jackson County and maintain the efficient operation of the Jackson County Emergency Dispatch Center, the procedures listed below will be followed:

1. With the retirement of one (1) full-time Communication Technician/ Clerk Typist the County may hire two (2) permanent part-time employees to fill said vacancy created by the retirement.
2. Future full-time position vacancies may be filled by utilization of permanent part-time employees, provided, however, the staffing level of the Jackson County Emergency Center shall not be less than fifteen (15) full-time Communication Technician/Clerk Typists, unless layoffs occur.
3. Should the Employer determine that layoffs are necessary, permanent part-time employees shall be laid off prior to full-time employees with seniority. Additionally, layoffs shall occur according to the provisions of Article 12. Layoff and Recall.

4. In the event of layoffs, full-time employees shall have the opportunity to bump into a permanent part-time position. Such “bump backs” shall be governed by the provisions of Article 12. Layoff and Recall.
5. The normal work week for permanent part-time employees shall consist of not more than twenty-nine (29) hours per calendar week. After completion of the training period, the normal work day for permanent part-time employees shall consist of eight (8) hour work periods, inclusive of a paid thirty (30) minute lunch period. In addition permanent part-time employees shall be entitled to a paid fifteen (15) minute rest period during the first half of an eight (8) hour work shift, and a paid fifteen (15) minute rest period during the second half of an eight (8) hour work shift. Permanent part-time employees’ schedules, however, may be modified to meet the staffing needs of the Center.
6. The Employer will make a reasonable effort to use permanent part-time employees on weekends in an effort to provide additional weekends off for full-time employees. If this is not feasible, then the Employer will assure that the current scheduling rotation and coverage for full time employees will not substantially change.
7. Permanent part-time employees shall receive to holiday pay based on their regular work schedule. Permanent part-time employees shall be entitled to other economic benefits, except those enumerated below, based on a pro-rata basis.
8. Permanent part-time employees shall not be eligible for health and welfare benefits, unless otherwise indicated within this Agreement.
9. Regular full-time employees shall have the option of moving to a permanent part-time position, if one is available, and shall be entitled only those benefits outlined in this Agreement.
10. The maximum number of permanent part-time employees shall be limited to six (6) at any one time.
11. Casual Employees. A casual employee is one who is called to work as needed. However, such employee will not work more than one thousand thirty-nine (1039) hours in a calendar year. Such employees will have no seniority status and have no rights under the provisions of this Agreement. There will be no more than three (3) casual employees at any one time performing bargaining unit work.

### **ARTICLE 30 SHIFT LEADERS**

1. Overtime. A Shift Leader may work voluntary overtime at their normal Shift Leader rate of pay.

2. Vacancies. Vacancies or newly created Shift Leader positions shall be posted for seven (7) calendar days and employees wishing to fill such positions shall apply to the Emergency Dispatch/911 Director during the said seven (7) day period. Selection shall be based on department oral board interviews, past performance, and work ethics. The decision of the Director is final and is not subject to further action or challenge. The Director will not take into account any minor infractions resulting in a disciplinary penalty less than suspension, which occurred more than three (3) years previously.
  
3. Promotion.
  - a. Seniority. The initial seniority for Shift Leaders in August of 2017 was based on the most senior to least senior Communication Technicians years of service. Moving forward, individuals promoted or hired into the Shift Leader position shall assume the seniority based upon years of service within the Shift Leader Position (senior to least senior years of service).
  - b. Eligibility for Shift Leader. A Communications Technician must have four (4) years of continuous experience in the Department as a Communications Technician.
  - c. Qualifications. In the event that those employees interviewed do not qualify, the Employer reserves the right to decrease the eligibility from four (4) years to two (2) years. In the event those persons with two (2) years of experience are unable to be qualified, by virtue of the promotional process, the Employer and the Union agree that if those events occur, then the Employer may go outside the bargaining unit to fill that promoted vacancy.
  - d. Testing Cutoff. An applicant must score a minimum of seventy percent (70%) in order to continue in the promotional procedure. Scoring and notification of eligible participants shall be accomplished as soon as practicable after the testing process is completed. All employees taking and passing the examination with a minimum eighty percent (80%) shall be equal and move on to the next step of the process.  
Promotional Procedure. The Emergency Dispatch/911 Director and their designees shall conduct oral interviews with the candidates that have in writing, requested an interview. Consideration may be given to but not limited to the following: oral interview, work ethic, performance appraisals and leadership ability. The decision of the Director is final and is not subject to further action or challenge.
  
4. Trial Period. Commencing with the first full pay period following promotion, the promoted employee compensation shall be transitioned based on the following schedule:
  - Less than 8 Years: Hire Rate
  - 8 Years or More: 3 Year Rate

Once hired into the Shift Leader position, employees step will be reset and will progress in accordance with established Shift Leader wage schedule based on length of time between steps.

Promoted employees shall be on a trial period of one hundred eighty (180) days of work immediately following promotion. During such trial period, the Emergency Dispatch/911 Director may demote the employee to their former classification or the employee may, of their own volition within fourteen (14) calendar days, request in writing to be relieved of their new classification and returned to their former classification. After completion of the trial period, an employee may be demoted for just cause. When an employee is returned to their former classification, they will keep their former seniority status prior to promotion.

5. The County of Jackson permits the employment of qualified individuals who are related to current employees and elected officials as long as such employment does not create a supervisory-subordinate relationship or oversight-subordinate relationship.

## **LEGACY PROVISIONS**

### **ARTICLE 31 RETIREMENT**

1. Employees will participate in the Jackson County Employee's Retirement System, subject to the terms and conditions referenced therein.
2. Employees hired prior to January 1, 2008 are eligible to begin drawing benefits at age 60 after completion of eight (8) or more years of service.

Employees hired on or after January 1, 2008 are eligible to begin drawing benefits at age 60 after completion of 10 or more years of service. In addition, employees hired on or after January 1, 2008 will be eligible to begin drawing benefits at age 55 after completion of 25 years of service or at any age after completion of 30 or more years of service, during window periods still to be determined.

#### Window Periods

For pre-2008 hires, at age 55 with 10 years of service during May/June, November/December. The last day worked must be within the window period.

For pre-2008 hires, at any age with 25 years of service during May/June, November/December. The last day worked must be within the window period.

3. A financial report pertaining to the Retirement System will be presented to each employee each year.
4. All current employees covered by this agreement will make a one-time only, irrevocable election of a pension multiplier at 2%, 2.25% or 2.5%. The employee cost will be 2.5%, 4.72% or 7.85% respectively.
5. Implementation of the Deferred Retirement Option Plan (DROP) effective 05/01/02 per Retirement System Bylaws. Employees enrolling in the DROP on or after 1/1/2010 will have a fluctuating rate of return as follows: A guarantee of a minimum of 4.0% to a maximum equal to the actual annual rate of return of the pension system minus 1.0%.
6. Purchase of Universal Credited Service. Employees eligible to participate in the Defined Benefit Plan will be provided the opportunity to purchase up to a maximum of four (4) years of Universal Credited Service at no cost to the County. Employees wishing to purchase Universal Credited Service must pay for an individual actuarial study to determine the cost of their purchase.

### **ARTICLE 32 RETIREE MEDICAL AND PRESCRIPTION BENEFITS**

Except as provided below, for the duration of this agreement, retirees who retire during the term of this agreement, medical and prescription coverage by the Employer will continue for employees retiring from the Department with fifteen (15) or more years of service with Jackson County excluding service credit attributable to another municipal employer. Retirees with 15 or more years of service will continue to pay their active premium cost share in retirement.

Employees may purchase coverage for their eligible dependents based upon rates as determined by the insurer or third party administrator on a year to year basis and upon the terms and conditions stated by the County.

Employees retiring with less than fifteen (15) years of Jackson County service will be responsible for a portion of their medical and prescription coverage costs in retirement as follows:

Fourteen (14) years = 20% active cost share + 5% of current rate/premium  
 Thirteen (13) years = 20% active cost share + 10% of current rate/premium  
 Twelve (12) years = 20% active cost share + 15% of current rate/premium  
 Eleven (11) years = 20% active cost share + 20% of current rate/premium  
 Ten (10) years = 20% active cost share + 25% of current rate/premium

Employees must have fifteen (15) or more years of service attributable to Jackson County to receive Employer funded spousal coverage.

Employer funded retiree spousal coverage for medical and prescription benefits will not be available for employees hired on or after 1/1/08.

- Retire at age 60 after completion of 10 or more years of service;
- Retire at age 55 after completion of 25 or more years of service; or
- Retire at any age after completion of 30 or more years of service,

Retirees with 15 or more years of service will continue to pay their active premium cost share in retirement Employees retiring with less than fifteen (15) years of Jackson County service will be responsible for a portion of their medical and prescription coverage costs in retirement as follows.

Fourteen (14) years= 20% active cost share+ 5% of current rate/premium  
Thirteen (13) years= 20% active cost share+ 10% of current rate/premium  
Twelve (12) years= 20% active cost share+ 15% of current rate/premium  
Eleven (11) years = 20% active cost share + 20% of current rate/premium  
Ten (10) years= 20% active cost share +.25% of current rate/premium

Employees with less than fifteen (15) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for medical and prescription benefits.

Upon retirement, retiree medical and prescription coverage will be offered under the plan or policy then in place for pre or post-65 retirees, which is subject to change.

Employees hired on or after 1/1/2010 must meet one of the following requirements to be eligible for medical and prescription benefits:

Medical and prescription benefits supplementing Medicare will be provided for eligible retirees. Any costs over the Employer's premium obligation will be paid for by the retiree on a monthly basis.

Further, there will be a requirement to coordinate with other available group health plan, Medicare, Medicaid, Federal insurance or any other health insurance which may be available in part or in total to the retired employee.

All questions of eligibility will be determined by the regulations and rules established by the carrier/administrator providing such coverage.

The retiree will apply for Medicare, Medicaid or similar federal program benefits as soon as they are eligible. As of that date, all benefits payable by the Employer will be reduced by an amount equal to the federal benefits pertaining at that time and will be supplemental to such coverage. In the event the name of any of the coverages/benefits

referred to herein will be changed, this section will be deemed to apply to any and all similar or replacement programs subsequently designated.

Employees retiring who are married and eligible for retiree spousal coverage, will be unable to transfer that coverage to a different spouse at a future date (i.e. due to divorce or being widowed).

With regard to an Employee who was hired into a non-Union position and transferred to a Union position from which they retired, the employee will only be eligible for retiree medical and prescription benefits if:

- (1) They were hired into the non-Union position prior to January 1, 2008; and
- (2) Otherwise meets the requirements for retiree health coverage as a Non-Union Retiree.

### **ARTICLE 33 RETIREE LIFE INSURANCE**

The Employer agrees to pay the full premium for group term life insurance of \$15,000 for full-time employees who retire from County employment and meet the applicable eligibility and participation requirements set forth in the underlying life insurance plan documents.

### **ARTICLE 34 COPIES OF AGREEMENT**

The Employer will provide electronic access of this Agreement to all employees. The cost of copying the Agreement shall be borne equally by the Employer and the Union.

### **ARTICLE 35 ENTIRE AGREEMENT**

1. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, wages, hours of work, and other conditions of employment which shall prevail during the term of the Agreement. This contract is subject to amendment, alteration or additions only by written mutual agreement between and executed by the Union and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.
2. If any provision of this Agreement, or any application of this Agreement to any employee, shall be found contrary to law, then such conflicting provision or application shall be deemed void and inoperative and said provision shall be subject to negotiation between the parties to bring it into conformance with law. All other provisions shall continue in full force and effect.

3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this agreement. Therefore, the County and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

**ARTICLE 36  
DURATION AND AMENDMENT**

This agreement shall expire December 31, 2024. Should either party to this Agreement serve notice upon the other (not more than 120 days prior to the expiration of this Agreement) that a renewal or modification of this Agreement is desired, the Employer and Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.


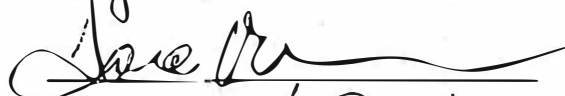


If pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives this 10th day of March, 2023.

**COUNTY OF JACKSON**

  
\_\_\_\_\_  
Chair, Board of Commissioners  
  
\_\_\_\_\_  
County Administrator/Controller

**POLICE OFFICERS  
ASSOCIATION OF MICHIGAN - 911**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
V. Almond  
POAM

Attachment A  
POLICE OFFICERS ASSOCIATION OF MICHIGAN

**BENEFITS SUMMARY**

**Core Benefits:**

\$30,000 Life Insurance, \$30,000 AD & D, Long Term Disability, Employee Assistance Program, and Wellness Benefits shall be available to full-time employees at no cost.

Wellness and employee assistance program benefits shall be available to part-time employees.

In addition to the core benefits referenced above, the benefits listed in the table below are also available to eligible employees. The employees shall share in and/or incur the costs thereof in accordance with other sections of this Agreement and applicable enrollment materials.

<b>Benefit Type</b>	<b>Options</b>
Group Health Plan Medical/Prescription: Priority Health HMO/PPO  Dental & Vision: Blue Cross/Blue Shield	Medical, prescription, dental and vision
Optional Life Insurance	Employee Optional Life: \$10,000 to \$300,00 Spouse Optional Life: \$10,000 to \$50,000 Dependent Child Optional Life: \$5,000
Short-Term Disability (STD) (only available to full-time employees)	\$83.20 annual cost; 1 <sup>st</sup> day injury; 8 <sup>th</sup> day illness; 13 weeks; 66 2/3% base salary
Cash-In-Lieu of Medical and Prescription Benefits (only available to full-time employees)	\$3,000 Annually (with option to purchase, STD, Optional Life, dental and vision insurance)
Reimbursement Accounts	Health flexible spending and/or dependent care assistance program accounts

**POAM 911 - Dispatch, Unit 76  
2022 - 2024 Wage Rates**

<b>Communication Technician/Clerk Typist</b>						
<u>2022 - 2% (Effective 10/4/2022)</u>						
<u>2%</u>						
<u>2022</u>	<u>Hire</u>	<u>3 Year</u>	<u>5 Year</u>	<u>8 Year</u>	<u>13 Year</u>	
Hourly	\$ 21.56	\$ 22.66	\$ 23.41	\$ 23.74	\$ 24.09	
Annual	\$ 44,844.80	\$ 47,132.80	\$ 48,692.80	\$ 49,379.20	\$ 50,107.20	
<u>2023 - 2% plus 1% Market Adjustment (3% Total)</u>						
<u>3%</u>						
<u>2023</u>	<u>Hire</u>	<u>3 Year</u>	<u>5 Year</u>	<u>8 Year</u>	<u>13 Year</u>	
Hourly	\$ 22.21	\$ 23.34	\$ 24.11	\$ 24.45	\$ 24.81	
Annual	\$ 46,196.80	\$ 48,547.20	\$ 50,148.80	\$ 50,856.00	\$ 51,604.80	
<u>2024 - 2% plus 1% Market Adjustment (3% Total)</u>						
<u>3%</u>						
<u>2024</u>	<u>Hire</u>	<u>3 Year</u>	<u>5 Year</u>	<u>8 Year</u>	<u>13 Year</u>	
Hourly	\$ 22.88	\$ 24.04	\$ 24.83	\$ 25.18	\$ 25.55	
Annual	\$ 47,590.40	\$ 50,003.20	\$ 51,646.40	\$ 52,374.40	\$ 53,144.00	

<b>SHIFT LEADER</b>						
<u>2022 - 2% (Effective 10/4/2022)</u>						
<u>2%</u>						
<u>2022</u>	<u>Hire</u>	<u>3 Year</u>	<u>5 Year</u>	<u>8 Year</u>	<u>13 Year</u>	
Hourly	\$ 26.02	\$ 27.35	\$ 28.22	\$ 28.64	\$ 29.05	
Annual	\$ 54,121.60	\$ 56,888.00	\$ 58,697.60	\$ 59,571.20	\$ 60,424.00	
<u>2023 - 2% plus 1% Market Adjustment (3% Total)</u>						
<u>3%</u>						
<u>2023</u>	<u>Hire</u>	<u>3 Year</u>	<u>5 Year</u>	<u>8 Year</u>	<u>13 Year</u>	
Hourly	\$ 26.80	\$ 28.17	\$ 29.07	\$ 29.50	\$ 29.92	
Annual	\$ 55,744.00	\$ 58,593.60	\$ 60,465.60	\$ 61,360.00	\$ 62,233.60	
<u>2024 - 2% plus 1% Market Adjustment (3% Total)</u>						
<u>3%</u>						
<u>2024</u>	<u>Hire</u>	<u>3 Year</u>	<u>5 Year</u>	<u>8 Year</u>	<u>13 Year</u>	
Hourly	\$ 27.60	\$ 29.02	\$ 29.94	\$ 30.39	\$ 30.82	
Annual	\$ 57,408.00	\$ 60,361.60	\$ 62,275.20	\$ 63,211.20	\$ 64,105.60	