

**ARTICLE 1
AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of December, 2009, by and between the COUNTY OF JACKSON and the SHERIFF OF JACKSON COUNTY, hereinafter referred to collectively as the Employer or County and the POLICE OFFICERS LABOR COUNCIL, 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 (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 his/her 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 published by being 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 he or she is 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 his or her assigned work for any reason related to the processing of grievances at any step of the Grievance Procedure without first obtaining permission of his or her immediate supervisor.
7. The right of an employee or Steward to leave his or her 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 his/her 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. Superseniority 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 his/her 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 Sheriff's 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 he/she was notified of the recall, or in the event notice is given by telegram or registered or certified mail, sent to the employee's last know address on record with the Employer, and the employee fails to report for five (5) working days

following the time he/she was supposed to report for work, based on the postmark of the notice. Notice will be given 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. He/she 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 he/she 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 Sheriff is presented;
 - H. If he/she makes an intentionally false statement on his/her employment application or other Employer document;
 - I. If he/she has been on layoff status for a period of eighteen (18) months or the length of his/her 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. Working Day Definition. Working days pertaining to the grievance procedure shall be defined as Monday through Friday excluding holidays.
6. Retroactive Payment of Wages. Any grievance relating to payment of wages or benefits shall not be retroactive beyond the pay period preceding the filing of the grievance.
7. 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.
8. 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) working 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) working days of the Supervisor's response to the original grievance. The Shift Supervisor shall respond to the grievance in writing within five (5) working 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 Sheriff in lieu of the Step 1 (a) procedure.

STEP 2.

Written Presentation of Grievance to Sheriff. 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 Sheriff within ten (10) working days of the date of the Shift Supervisor's receipt of the written grievance. The Sheriff shall answer the grievance within five (5) working 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) working days from the date of receipt of the Sheriff's written response.
- b. Meeting to Discuss Pending Grievance. The Human Resources Director, the Sheriff or his/her representative, two (2) representatives of the Union, and the grievant shall meet at a mutually agreeable time within ten (10) working 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) working 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) working 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) working 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. Decision of Arbitrator. The decision of the arbitrator shall be final and binding upon all parties so long as the arbitrator has not exceeded his/her authority. No claim for back wages involved in any grievance shall exceed the amount of wages the employee would have otherwise earned at his/her regular rate of pay, less his/her actual earnings for the period in question.

- f. 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.
9. 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 give prompt notice to the employee and to the President of the Union.
2. The affected non-probationary employee shall be allowed to discuss his or her discharge or discipline with the Steward, or other Union representative, and the County will make available an area where they may do so.
3. In imposing any 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. Every 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) work days of receipt of the notice of recall. Failure to return within ten (10) work 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) working 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 31st 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) 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) 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. The normal work week for full-time employees shall consist of forty (40) hours per calendar week. The normal work day for each full-time employee shall consist of eight (8) hours, 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 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. 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 Shift Premiums.

- A. The hours of a normal day, afternoon and midnight shifts shall be periodically determined and posted by the Employer.
- B. Employees regularly performing work on the afternoon or midnight shifts shall receive a premium of fifty (50) cents 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, banked sick leave or other periods for which the individual is paid but does not actually work.

3. Overtime.

- A. Hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime. Employees shall be paid at the rate of one and one-half times their regular hourly rate of pay for overtime hours worked.

- B. A paid holiday, paid banked sick leave, 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 eight (8) hours per day but shall be counted for the purpose of computing overtime pay for over forty (40) hours per week.
- 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) The Employer shall attempt to fill all overtime on a voluntary basis.
- (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) If an employee does not accept, it shall be treated as a refusal.
- (e) The Employer shall not be required to notify those employees on, sick or paid time off days.
- (f) If the Employer notifies by telephone and receives an answering machine response, it shall be treated as a refusal.
- (g) Voluntary overtime shall be offered in four (4) hour blocks.
- (h) 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 time shall generally be four (4) hours. However, this shall not be construed as limiting the Employer to only four (4) hour blocks in unusual circumstances.
- (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 Sheriff 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.

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

4. Compensatory Time Off.

- A. Upon mutual agreement by the Sheriff 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 seven (7) hours pay for seven (7) 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 eight (8) hours.
 - B. Full-time employees will be paid eight (8) hours straight time and one (1) hour overtime for the nine (9) 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 Sheriff's 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 he/she has the qualifications, ability and training to immediately assume the job duties on such shift.
 - C. Shift assignment preference may be exercised every seven (7) full pay periods. 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 by the Employer, it shall not thereafter be canceled except in emergencies.

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 four (4) or eight (8) hour blocks with a four (4) hour minimum to be traded 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 Sergeant/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.

ARTICLE 17 INMATE SEARCHES AND TRANSPORT

1. Searches of female prisoners will be an incidental duty and shall generally be limited to initial admission to the jail during the booking process.
 - A. Attempts will be made to have searches done by sworn female personnel who are readily available.
 - B. When there is a necessity for a female prisoner(s) to be searched, volunteers will be asked for from the on-duty Communication Technicians. Absent volunteers, no Communication Technician shall be compelled to conduct a search of prisoners.
 - C. Proper medical protective equipment will be made available, i.e., gloves and mask.
 - D. A log of such searches will be maintained.
2. Communications Technicians may also be used to assist in transporting females.
 - A. However, they shall not be left alone with such transportee.
 - B. A log of such transports will be maintained.

**ARTICLE 18
COMPENSATION**

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

2010 0%
2011 0%

A me-too clause will be honored if any other union negotiates a wage increase or an increase in benefits (specifically, medical insurance, life insurance, holidays, parking and mileage reimbursement) for 2010 or 2011. Any wage or benefit increase awarded to a 312 eligible union as a result of an arbitrator's decision will be excluded from this me-too provision.

1. Wage Shortage. If there is a shortage in gross pay of more than twenty-five (25) dollars, it shall be corrected by the Employer no later than the following Wednesday. If there is a shortage in gross pay of twenty-five (25) dollars or less, it shall be corrected on the next paycheck.
2. Wage Overpayments. If there is an overpayment of gross pay it shall be corrected in the employee's next paycheck.

**ARTICLE 19
RETIREMENT**

1. Employees shall 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 and future 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. 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 20 LONGEVITY

Employees shall be paid a longevity payment in a lump sum on the first payday in December 2010 and 2011 as follows:

<u>Anniversary Date</u>	<u>Percent of Annual Pay</u>
5 th through 9 th	2%
10 th through 14 th	3%
15 th and more	4%

For purposes of this section, annual pay means actual hours paid from November 1 through October 31. In order to be eligible for any longevity pay, the employee must be on the payroll on November 30.

Employees hired after January 1, 1996 will not be eligible for longevity pay.

**ARTICLE 21
INSURANCE**

1. Hospital and Medical Insurance Coverage. Cafeteria Plan benefits, as reflected on Attachment A, are available to full-time employees after completion of ninety (90) days of employment.

Employees will pay a portion of their health insurance cost based on the following table.

		1/1/08 to 12/31/09 (annual costs)
Pre-96 Hires	Single	\$5 x 24 = \$120
	2-Person	\$11 x 14 = \$264
	Family	\$12 x 24 = \$288
Post 1995 Hires		10% of the illustrated rates

Individualized Benefit Plan (IBP) dollars are \$5,840 allowing the purchase of Community Blue PPO1, \$10/\$20/\$40 prescription option, and basic dental and optical options.

Employees hired after January 1, 1996 will pay ten percent (10%) of the cost of their hospital and medical insurance coverage for the employee and his or her dependents based on illustrative rates.

ELIGIBILITY FOR CASH-IN-LIEU OF INSURANCE. Employees hired prior to 1/1/08 and retirees who retired prior to 1/1/08 may currently elect to opt out of the County's health insurance coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare.

However, employees hired on or after 1/1/08 and retirees who retire on or after 1/1/08 may only opt out of such coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare and excluding County health insurance coverage offered to an employee or retiree spouse.

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

- Must certify and provide proof of health insurance coverage through a secondary source as explained above; and
- Must complete the Health Insurance Waiver form.

TERMINATION OF WAIVER. Should insurance coverage through the secondary source described above be terminated for any reason, the employee or retiree is entitled to terminate the waiver agreement, cease the cash payment and re-enroll in the

County's health insurance program 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 health insurance program only during an open enrollment period.

2. Short Term/Long Term Disability. The Employer will provide STD starting the first (1st) day of injury and eighth (8th) day of illness (for up to a maximum of 13 weeks of disability, payable at sixty six and two thirds percent (66 2/3%) of the employee's base rate of pay (no overtime, no premium, etc.). Long Term Disability (LTD) pays a benefit equal to sixty percent (60%) of base compensation beginning after the ninetieth (90th) day of disability. Benefits will be payable for disability up to age 65. 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.

3. Hospital and Medical Coverage/Retirees. Effective 1/1/2000 hospital and medical coverage provided by the employer will continue for employees retiring from the Sheriff's Department with fifteen (15) or more years of service with Jackson County excluding service credit attributable to another municipal employer. Employees may purchase coverage for their eligible dependents based upon illustrative rates as determined by the Third Party Administrator on a year to year basis and upon the terms and conditions stated by the County. Coverage for employees retiring with less than fifteen (15) years of Jackson County service will be funded by the County as follows.

Fourteen (14) years	95%
Thirteen (13) years	90%
Twelve (12) years	85%
Eleven (11) years	80%
Ten (10) years	75%

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

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 health insurance benefits.

Health and hospitalization coverage supplementing Medicare shall be provided for eligible retirees. Any costs over the Employer's premium obligation shall be paid for by the retiree on a monthly basis.

Further, there shall be a requirement to coordinate with other available health insurances, 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 shall be determined by the regulations and rules established by the carrier providing such coverage.

The retiree shall apply for Medicare, Medicaid or similar federal program benefits as soon as he/she is eligible. As of that date, all benefits payable by the Employer shall be reduced by an amount equal to the federal benefits pertaining at that time and shall be supplemental to such coverage. In the event the name of any of the coverages/benefits referred to herein shall be changed, this section shall be deemed to apply to any and all similar or replacement programs subsequently designated.

Retiree spousal coverage for health insurance will not be available for employees hired on or after 1/1/08.

4. Life Insurance. The Employer agrees to pay the full premium cost of group term life insurance in the amount of \$30,000, and accidental death and dismemberment insurance in an equal amount, for full-time employees commencing upon the employee's completion of ninety (90) calendar days service in the Bargaining Unit.
5. Life Insurance/Retirees. 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.

ARTICLE 22 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 sick leave, for a death in the immediate family, which is defined as follows:

Spouse

Son, daughter, stepchild, foster child, grandchild

Mother, step-mother, foster mother, mother-in-law

Father, step-father, foster father, father-in-law

Sister, step-sister, brother, step-brother

Grandparents,

Or member of the employee's household for whose financial or physical care the employee is principally responsible for.

3. Others.
 - A. Employees serving as pallbearer, or
 - B. Employees attending the funeral of a sister-in-law, brother-in-law, aunt, or uncle, 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 sick leave, if available.

**ARTICLE 23
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 provided the employee reimburses the Employer the jury pay received, less mileage.
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.
4. Use of Leave. An employee may elect to utilize accumulated paid time off during the period he/she serves on jury duty and retain the jury pay received.

**ARTICLE 24
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 25
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.

ARTICLE 26 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 his/her 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 27
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 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th 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. When an employee works on a paid holiday, the employee shall receive holiday pay plus time and one-half for the hours actually worked on the holiday.
 - B. When a holiday occurs on an employee's regular day off, the employee shall receive eight (8) hours pay.
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 Sheriff, based on the needs of the department or employee.

**ARTICLE 28
PAID TIME OFF**

1. Accumulation. Employees shall earn and be credited annually with paid time off on their anniversary date based on the following schedule:

<u>Completion of:</u>	<u>Paid Time Off Hours</u>	<u>Carry-Over</u>
After probation to 1 year of service	56	44
1 to 6 years of service	184	120
7 to 11 years of service	224	160
12 to 15 years of service	264	200
16 or more years of service	304	240

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), workers compensation, or is on an unpaid leave.

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

2. Paid Time Off Carry-Over. Earned paid time off 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.
3. Paid Time Off Scheduling. Paid time off days shall be selected from those available and shall be submitted to the Employer at the time designated in Article 17, Section 8, for shift selection. 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 by the Employer, it shall not thereafter be canceled except in emergencies. 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.
4. Paid Time Off On a Holiday. Paid time off shall not be utilized on holidays.

5. Notification of Employer. Employees shall provide the Employer with two (2) hours notice prior to using paid time off.
6. 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 paid time off allowance. Employees may supplement worker's compensation benefits with paid time off.
7. Payment Upon Death, Retirement and Termination. Employees who die, retire or otherwise terminate their employment with the Employer shall be entitled to payment of their unused paid time off at seventy-five (75%) percent at their current rate of pay. Employees with less than one (1) year of service shall not be entitled to payment of their unused time off.
8. No Advance Credit. Paid time off shall not be allowed in advance of being earned.

ARTICLE 29 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 30 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 31 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 thirty (30) 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. Hours worked by permanent part-time employees in excess of forty (40) hour per week shall be paid at the rate of time and one-half (1 ½) their straight time hourly rate of pay.
8. Permanent part-time employees shall be entitled to holiday pay on a pro-rata basis based on the number of hours worked in the preceding pay period. Permanent part-time employees shall be entitled to other economic benefits, except those enumerated below, based on a pro-rata basis.
9. Permanent part-time employees shall not be eligible for benefits provided under the Section 125 Cafeteria Plan.
10. 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.
11. The maximum number of permanent part-time employees shall be limited to six (6) at any one time.

**ARTICLE 32
COPIES OF AGREEMENT**

The Employer will make a copy of this Agreement available to all employees. The cost of copying the Agreement shall be borne equally by the Employer and the Union.

**ARTICLE 33
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 34
DURATION AND AMENDMENT**

This agreement shall expire December 31, 2011. 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 15th day of December, 2009.

COUNTY OF JACKSON

POLICE OFFICERS LABOR COUNCIL

Chair, Board of Commissioners

Chair, Personnel & Finance

Sheriff Daniel Heyns

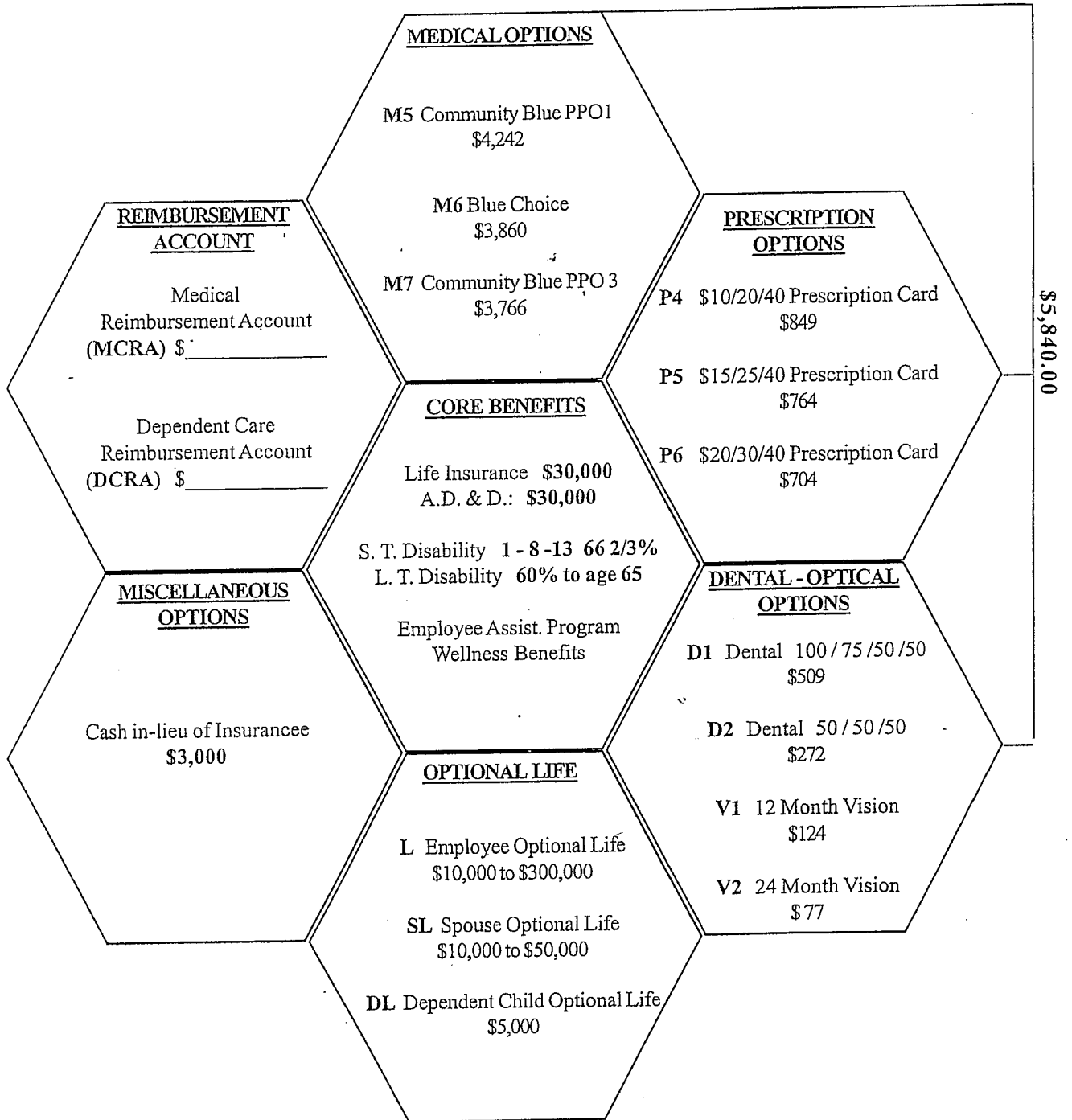
**COMMUNICATION TECHNICIAN/CLERK TYPIST
2010 - 2011**

Hire Rate	3 Years	5 Years	8 Years	13 Years
\$ 17.02	\$ 17.89	\$ 18.46	\$ 18.74	\$ 19.02
\$ 35,401.60	\$ 37,211.20	\$ 38,396.80	\$ 38,979.20	\$ 39,561.60

Individualized Benefit Plan

IBP DOLLARS ALLOWABLE - \$5,840

NOTE: If Opting Out of Medical Benefits, \$3,000 IBP Dollars Are Available For Additional Benefits or Cash



Planning for Tomorrow