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# **AGREEMENT**

between

**THE COUNTY OF BERRIEN**

-and-

**POLICE OFFICERS LABOR COUNCIL**

Representing:

Call Takers and Public Safety Dispatchers

Effective: January 1, 2010 through December 31, 2012



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## COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into this 29th day of January 2010 effective January 1, 2010, at St. Joseph, Michigan by and between the COUNTY OF BERRIEN, hereinafter referred to as the "Employer," and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union."

### ARTICLE 1

#### RECOGNITION

**Section 1. Collective Bargaining Unit.** The Employer recognizes the Union as the exclusive bargaining representative for the following unit of employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and all other terms and conditions of employment:

All full-time Public Safety Call Technicians And Public Safety Dispatchers.

**Section 2. Reference to Gender.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### ARTICLE 2

#### UNION REPRESENTATION

**Section 1. Bargaining Committee.**

(a) For purposes of collective bargaining with the Employer, the Union shall be represented by a Bargaining Committee consisting of not more than two (2) bargaining unit employees, these employees may serve as such, without loss of pay or benefits.

(b) The Union may have one (1) non-employee representative, and legal counsel if deemed necessary by the Union, present at bargaining meetings held between the Union and the Employer to assist the Bargaining Committee in its functions.

(c) The Union shall designate to the Department Head in writing the names of the employees who are members of the Bargaining Committee and shall notify him of any changes in its membership.

**Section 2. Union Grievance Committee**

(a) In the administration of this Agreement, including administration of the grievance procedure prescribed herein, bargaining unit employees shall be represented by a Union Grievance Committee of no more than three (3) bargaining unit members, including the Unit Chairman. No such members shall function, until the Department Head has been notified in writing of their names. There will usually be one member assigned to each shift.

(b) The Union may use one (1) non-employee representative in the processing of grievances. If additional non-employee representatives are determined to be necessary by the Union at any STEP in the grievance procedure, notice shall be given to the Employer.

**Section 3. Access.** The non-employee representative referred to in Sections 1(b) and 2(b), above, will be granted admission to the Department during regular working hours to assist in the investigating and processing of grievances, provided notice is given in advance to the Department Head. In no event shall any such representative interfere with the normal operations of the Department.

**ARTICLE 3**

**UNION SECURITY**

**Section 1. Union Membership.**

(a) **Agency Shop.** All employees in the bargaining unit shall either become and remain members in good standing of the Union or pay a representation fee to the Union in an amount equivalent to the dues uniformly required of membership for the duration of this Agreement.

**Section 2. Payroll Deduction.** Upon receipt of a voluntary written authorization for payroll deduction, the Employer shall deduct from the pay of such employee the

dues or representation fee in the amount certified by the Union to the Employer each January, provided such authorization is received prior to the first day of the payroll period during which deductions are to be made and provided that there are sufficient earnings for such deductions. Once each month the Employer shall forward by check to the designated representative of the Union such sums deducted.

**Section 3. Hold Harmless Provision.** The Union agrees to indemnify and hold the Employer harmless concerning any and all claims made against it concerning the deduction of dues or representation fees, as provided above.

#### ARTICLE 4

##### **MANAGEMENT RIGHTS**

**Section 1. Rights.** It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Employer. These rights include but are not limited to those provided by statutes or law, along with the right to direct, hire, promote, transfer, and assign employees; to investigate, suspend, demote, discharge for just cause or to take other disciplinary action that is necessary to maintain the efficient operation of the department; to increase or decrease the working force; to close or discontinue any or all operations; to determine the work to be performed, the equipment and facilities to be used; to establish and/or change classifications of work and the methods, means and procedures for performing the work; to subcontract work; to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions; to schedule hours and shifts of work, including overtime. It is expressly understood that the Department Head and the County Board of Commissioners, herein referred to as the Employer, hereby retain and reserve all their inherent and customary rights. The Employer agrees that it will not exercise these rights in violation of any specific provision of the Agreement.

## ARTICLE 5

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1. Definitions.

(a) A grievance is defined as a claim of a violation of a provision or of provisions of this Agreement. Any grievance filed shall refer to the provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violation(s) and the events giving rise to alleged violations, as well as the relief requested.

(b) Any reference to "days" in this grievance procedure shall be understood to mean "working days," unless otherwise specified. Saturday, Sunday, and recognized Holidays shall not be considered as working days.

(c) A grievance alleging violation of a provision or provisions of this Agreement that affect the bargaining unit as a whole as opposed to the rights of an individual bargaining unit member may be filed by the Union at Step 3 of this Article.

Section 2. Non-grievable Matters. The following matters are not subject to the grievance procedure and may not be processed hereunder: 1) discipline involving any probationary employee, 2) the establishment of wage rates of newly created jobs, job descriptions or internal departmental operating procedures, 3) discipline or discharge of any employee who has been convicted of felony or other crimes involving specific intent or moral turpitude, 4) all other actions which are exclusively reserved to management under Article 4.

Section 3. Grievance Procedure. All grievances shall be processed in accordance with the following procedures:

STEP ONE. Within seven (7) working days from the event which caused the grievance, an employee shall discuss the grievance orally with his immediate supervisor. If the aggrieved employee so requests, the supervisor will arrange a convenient time for a meeting with the employee and one (1) representative from the Union Grievance Committee. The supervisor shall give his oral or written reply



to the grievant within one (1) working day after such meeting. All settlements must be approved by the Department Head.

**STEP TWO.** If the grievance is not satisfactorily settled in STEP ONE, the grievance may be appealed to the Department Head within seven (7) working days following the answer in STEP ONE. The grievance shall be reduced to writing and such written form shall include as a minimum the facts upon which the grievance is based, the provision(s) of the agreement alleged to have been violated, and the relief requested. The Department Head shall meet with one member of the Union Grievance Committee to discuss the grievance. This meeting will be held within twenty (20) working days, or longer, if mutually agreed to, of the Union's appeal to STEP TWO. Each Party may have one (1) non-employee representative present, in conformance with Article 2, Section 2(b). The Department Head shall give his decision within ten (10) working days following said meeting.

**Section 4. Arbitration.** Within twenty (20) working days following receipt of the Employer's answer in STEP TWO the Union may request arbitration on a grievance which is arbitrable. The Department Head shall be given a written notice of the Union's intent to proceed to arbitration.

**Section 5. Selection of Arbitrator.**

(a) If notice of appeal to arbitration is given under Section 4, above, the Parties shall within ten (10) working days attempt to agree mutually upon an arbitrator. If the Parties are unable to agree upon an arbitrator, then the Union shall request the Federal Mediation and Conciliation Services for its assistance in selecting an arbitrator according to its rules and regulations.

(b) The fees and expenses of the arbitrator shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear this cost of arbitration, if the grievance is denied, and the Employer shall bear this cost of arbitration, if the grievance is sustained.

**Section 6. Arbitrator's Powers.**

(a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. He shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator shall have no power to hear any disputes involving the exercise of any of the Employer's reserved and inherent rights not specifically limited by the express terms of this Agreement. It is the intent of the Parties that arbitration shall be used during the life of the Agreement to resolve grievances which arise concerning the express provisions of this Agreement, which reflect the only concessions which the Employer has yielded.

(b) In discipline and suspension cases the arbitrator may order that the disciplinary action or suspension be rescinded or modified and that a suspended employee be reinstated with full, partial or no payment of back wages and fringe benefits or, within the limitations of this Agreement, the arbitrator shall have the authority to award the remedies which the arbitrator considers appropriate to the circumstances and which are not contrary to any provision of this Agreement.

(c) The arbitrator may not modify any discharge penalty unless he / she determines by a preponderance of the evidence that such discharge violates an express or written provision of this Agreement. The parties agree that any such modification of any discharge must be supported by express written findings of fact and conclusion and that the arbitrator's failure to so justify the modification shall render his / her decision appealable in a court of law. If either party appeals an arbitrator's decision and such appeal is denied, that party shall pay to the prevailing party its reasonable fees incurred in defending such appeal.

(d) The arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the Union, employees, and the Employer; provided, however, that either Party reserves its lawful remedies, if the arbitrator in his decision exceeds his jurisdiction, or if the decision results from fraud or other improper means.

**Section 7. Grievance Investigation.** A grievance may be presented in accordance with the grievance procedure. The investigation, discussion and settlement of a grievance shall be done outside of working hours, unless the parties agree that it is necessary to investigate, discuss or settle a particular grievance during working hours. No employee shall leave his work station for the purpose of presenting or processing a grievance without first obtaining permission of his immediate supervisor.

**Section 8. Time Limits.** If any steps or action by the Union provided for in the grievance and arbitration procedure are not taken or appeals herein provided for are not taken or filed, or notice is not given within the time limit specified, then the grievance shall be deemed final and settled on the basis of the Employer's last reply. If the Employer's reply is not timely given at any stage of the above procedure, then the Union may appeal the grievance to the next step in the grievance procedure. Any of the time limits set forth herein may be extended by mutual agreement of both Parties in writing.

**Section 9. Released Time for Grievance Processing.** Any employee who is required to attend a joint Employer-Union grievance meeting during his scheduled working hours shall suffer no loss of pay for his attendance.

**Section 10. Grievance Settlements.** All grievance settlements shall be reduced to writing and signed by the authorized representative(s) of the Parties. All settlements must be approved by the Department Head, and if the grievance concerns monetary or economic matters, it must also be approved as a budget matter.

**Section 11. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this Agreement, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not.

process the complaint through the grievance procedure provided for in this Agreement.

## ARTICLE 6

### PROHIBITIONS

**Section 1. Interruption of Services.** The Union agrees that during the term of this Agreement there shall be no interruption of services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, nor shall they picket the Department Head's Department property in any manner.

**Section 2. No Strike.** The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere with the services of the Employer.

**Section 3. No Lockout.** During the life of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees.

**Section 4. Penalties.** The Employer retains the right to discipline or discharge any employee proven to have participated in any strike or stoppage, as described in Sections 1 and 2, above.

## ARTICLE 7

### SENIORITY

**Section 1. Definition of Seniority.** Seniority shall be defined as the length of the employee's continuous service with the County, dating from the employee's last date of hire. Such seniority shall become effective upon the completion of the probationary period.

**Section 2. Probationary Period.** All new employees and employees who have been rehired after loss of seniority in accordance with the terms of this Agreement shall be considered probationary employees for the first twelve (12) months after hiring or rehiring, during which period they may be discharged, disciplined or

suspended without regard to the provisions of this Agreement and without recourse to the grievance procedure.

**Section 3. Loss of Seniority.** Seniority shall be broken and employment terminated when an employee:

(a) Quits.

(b) Is discharged for just cause.

(c) Is absent for three (3) workdays without notifying the Department Head of the reason for his absence and without subsequent written permission from the Department Head to be absent; provided, however, that permission will not be unreasonably withheld.

(d) Accepts other employment while on a leave of absence without prior written approval from the Department Head.

(e) Fails to report for work at the termination of an authorized leave of absence without prior permission from the Department Head.

**Section 4. Seniority List**

The Employer will maintain a seniority list and shall furnish a copy to the Union by posting the list each January.

## ARTICLE 8

### PROMOTIONS AND TRANSFERS

**Section 1. Promotion Procedures**

Placement or advancement within the bargaining unit shall be based upon such factors as demonstrated ability, dependability, experience, education and/or training, and such other factors or qualifications as may be pertinent to the particular job vacancy or new position to be filled. The vacancy will be awarded to the applicant, whether from within the bargaining unit or from outside, who possesses the best qualifications in the department head's final judgment. However, the department head shall give consideration to all bargaining unit applicants, who meet the minimum qualifications as posted. The union has the right to grieve, but must establish that the department head has abused his discretion by using non-uniform evaluative criteria.

**Section 2. Temporary Transfers.** The Department Head reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular jobs to other jobs and will return the employees to their

regular jobs as promptly as efficient operations will permit. Employees transferred under this Section will be paid their regular rate or the rate of the job to which they are transferred, whichever is higher. This Section shall not apply, if the transfer is for a period less than thirty (30) calendar days. If the transfer is for a period of thirty (30) calendar days or more, the higher rate of pay shall be retroactive to the first day of the transfer. Temporary transfers shall not exceed one year.

Section 3. Transfer to Non-Bargaining Unit Position. Any employee transferred from a classification covered by this Agreement to a supervisory or other position not covered by this Agreement within the Department shall retain and continue to accumulate departmental seniority, as defined under Article 7, Section 1, above.

Section 4. Trial Period. Any member of the dispatcher union who successfully bids on a supervisory position covered by the supervisory agreement shall serve a 90 day trial period during which either the employee or the employer may return the employee to the employee's former classification. A call taker who successfully bids on a dispatcher position shall serve a 90 day trial period during which either the employee or the employer may return the employee to the employee's former classification.

## ARTICLE 9

### LAYOFF AND RECALL

Section 1. Layoffs. In the event that a reduction in the work force becomes necessary, the first employees to be laid off from the Department shall be those employees who are part-time and then those on probation; provided, however, that the remaining employees have the necessary training and experience to perform the required work. If additional reductions are necessary, it shall be on the basis of seniority in the classifications and ranks affected; provided, however, that the senior employees have the necessary training and experience to perform the required work in the opinion of the Employer. An employee laid off from a classification or rank,

who has the greater seniority and possesses the necessary training and experience to perform the work required in a vacancy in a lower paid classification or rank in the opinion of the Employer, shall have the right to be assigned to such classification or rank by the Department Head and shall receive the rate of pay of that rank or classification. The Employer shall give two (2) weeks' advance notice of a layoff, unless such notice is impracticable due to emergency or unusual circumstances.

**Section 2. Recall.** In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work. An employee shall have recall rights to his classification or job for a period equal to his length of departmental seniority or twenty-four (24) consecutive months, whichever is shorter, provided that the employee can pass a physical and can assume the duties without retraining of more than four (4) weeks.

## ARTICLE 10

### HOURS OF WORK AND OVERTIME

**Section 1. Work Period.** The work period shall consist of twenty-eight (28) consecutive days, including days off. The Department Head shall determine the schedules of work, and such schedules shall be posted in advance.

**Section 2. Overtime, Call-In Time and Court Time.**

(a) **Overtime.** Overtime will be paid for all work in excess of eight (8) hours in workday or in excess of one hundred sixty (160) hours in any twenty-eight (28) day work cycle, inclusive of scheduled vacations, sick time, or other paid leaves. The total number of hours worked in a given year will not be utilized in determining whether overtime pay is due, but rather overtime will be determined only by reference to the number of hours worked in a workday or in a twenty-eight (28) day work cycle. Work performed in a workday up to eight (8) hours a day will be paid at straight time. Work performed in a workday greater than eight (8) hours up to 12 hours will be paid at time and one-half the straight time rate. Work performed in a workday greater than 12 hours will be paid at double the straight time rate, provided the time worked is mandated by either the Director or Assistant Director. The Union

agrees to allow the Director or the Assistant Director to work in the place of personnel after reasonable efforts to adequately staff the Dispatch Center has failed, or when staff members may have to work in excess of twelve consecutive hours. Alternatively, the Director or Assistant Director will assign staff as needed, in excess of twelve consecutive hours, to be paid at two times the employee's rate of straight time pay.

(b) Call-In Time. If an employee is called in to work other than during his regularly scheduled working hours, he shall be paid time and one-half (1-1/2) his straight time rate for a minimum of three (3) hours and for actual time spent in excess of three (3) hours. This minimum shall not apply to call-in time immediately preceding or following the employee's regularly scheduled working hours.

(c) Court-Time. An employee required to appear in court or before an administrative agency during off-duty hours, as a result of or in the course of his employment with this department, shall be paid court time at one and one-half times his regular straight-time hourly rate for a minimum of two (2) hours and for actual time spent in excess of two (2) hours. Court time shall include travel time and lunch periods incident thereto. All subpoena and witness fees shall be assigned to the Employer

(d) Meetings. An employee who attends a scheduled off duty meeting that is not adjacent to their shift, will be paid time and one-half for a minimum of two (2) hours, or for actual time spent in the meeting if greater than two (2) hours.

(e) Compensatory Time. An employee's compensatory time bank shall be capped at 64 hours.



## ARTICLE 11

### LEAVES OF ABSENCE

#### Section 1. Personal Leave of Absence Without Pay.

(a) A non-probationary employee may be granted a Personal Leave of Absence Without Pay at the discretion of the Department Head. Any such leaves which exceed thirty (30) days shall not be counted in determining advancement in the Salary Steps, as defined in Article 14, Section 1, Paragraph (a), 3, below, including seniority. Vacations, holidays, sick leave and all other fringe benefits shall not accumulate during such leave of absence; however, the leave of absence shall not be considered interruption of continuous service for the purpose of eligibility for benefits after return to work, and the employee shall retain any benefits accrued up to the date of the leave of absence.

(b) Health Care and Life Insurance may be continued during a Leave of Absence Without Pay, provided that the employee pays the actual cost of such coverage; failure to prepay any month's premium to the Personnel Department by the fifteenth (15th) of the month prior to the month of coverage results in loss of benefits. Once lost, the benefits cannot resume, until the employee returns to work.

Section 2. Family And Medical Leave. An employee who has worked for Berrien County for at least 12 months and 1,250 hours in the preceding twelve months shall be entitled to family and medical leave in accordance with the family and medical leave act.

Section 3. Paid Sick Leave. No Sick Leave credit shall be granted for the first six (6) months of employment. Thereafter, Sick Leave shall accrue at the rate of one-half (1/2) day per pay period employed, until there is a maximum accumulation of one thousand five hundred (1500) hours. Accumulated Sick Leave shall not be paid upon termination of employment. Employees shall furnish satisfactory evidence of illness where illness shall exceed three (3) working days. The Department Head may at his discretion require such evidence of illness of fewer than three (3) days. The submission of a doctor's certificate or report from the

employee's treating physician shall be considered satisfactory evidence for the purpose of this Section. Employees shall be expected to report any absence before or at the beginning of their normal working day to their supervisors.

**Section 4. Workers' Compensation Supplement.** The Employer shall provide workers' compensation supplement, which will:

(a) Allow an employee to use his accumulated sick leave on a pro-rata basis to supplement his workers' compensation benefits, so that the employee does not suffer a reduction in pay, and

(b) Upon exhaustion of an employee's accumulated sick leave, the County shall supplement an employee's workers' compensation benefits, so that the employee will receive full pay for a period of six (6) months after his sick leave is exhausted.

**Section 5. Bereavement Leave.** In case of death in his immediate family, an employee shall be granted a leave of absence with pay to attend the funeral, provided that such leave shall not exceed three (3) days. Immediate family shall be defined as the spouse, parents, grandparents, grandchildren, sisters, brothers, children, stepchildren, stepparents, stepsisters, stepbrothers, spouse's parents, spouse's grandparents, spouse's sisters or brothers or any other relative residing in the employee's household. When so required and approved by the Department Head, an employee may use up to two (2) days of accumulated sick leave for extended travel or other circumstance related to the Bereavement Leave.

**Section 6. Military Leave.**

(a) Re-employment rights of veterans will be in accordance with applicable State and Federal law. Employees who are in the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay, if their regular pay exceeds their military pay. In addition to any pay differential, an employee may use accrued vacation leave when he is on full-time, active duty in the Reserve or the National Guard, provided proof of service and pay are submitted. A maximum of fifteen (15) calendar days per year shall apply to any

pay differential. Seniority shall accrue during a military leave for a period of up to one year.

**Section 7. Union Leave.** Upon seven (7) calendar days advance notification to the Department Head from the Unit Chairman of employees eligible, the Employer shall allow the use of a maximum of seven (7) days, with pay, for the purposes of employees attending functions of the Labor Council. No more than three dispatch unit members will be allowed to use union leave for the same event. Further no more than one dispatch unit member per shift will be allowed to use union leave for the same event.

## ARTICLE 12

### HOLIDAYS

**Section 1. Holidays.** For the purposes of this Agreement the following days shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Spring Holiday	Friday before Easter
Easter	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve*	December 24
(*does not take effect until calendar year 2005)	
Christmas Day	December 25

**Section 2. Personal Leave Day.** An employee may take two (2) personal leave days per anniversary year. One personal leave day will not be subtracted from accumulated sick leave and one personal leave day will be subtracted from accumulated sick leave; the personal leave day is to be arranged in advance with the designated Department Head's representative.

**Section 3. Holiday Eligibility.**

(a) All employees will receive eight hours of holiday pay (eight hours at straight time rate) provided:

(i) He is a full-time employee.

(ii) He worked his regularly scheduled number of hours on his last regularly scheduled workday immediately preceding the holiday and his first regularly scheduled workday after the holiday.

(iii) He did not fail to report for work on the holiday, if he was scheduled to work.

(iv) The Department Head in his sole discretion, may waive the requirements of subsections (ii) and (iii) above, for good cause. This decision shall not be subject to arbitration.

If an employee is scheduled to work a shift which begins on a recognized holiday, and if the employee works the holiday, they will be compensated at time and one-half for all hours worked. If the employee works hours that were not regularly scheduled on the holiday, the employee will be compensated at two times the straight time rate of pay for all hours worked. A holiday shift is defined as a shift beginning on a recognized holiday. A shift that begins on a non-recognized holiday but ends on a recognized holiday is not eligible for holiday pay.

(b) For purposes of administration of this Section, if an employee is absent on his last regularly scheduled workday immediately preceding the holiday or his first regularly scheduled workday after the holiday due to a work-connected injury only (excluding any work-connected illness and all other reasons for not working such day), and if he is otherwise eligible, he shall receive the Holiday Pay.

(c) If an employee uses a sick leave day either immediately before or after a holiday, he shall not receive holiday pay, unless request is made to the Department Head and the Department Head approves. The Department Head's decision is final and not subject to the grievance procedure.

(d) For the purpose of determining eligibility for Holiday Pay under this Section, the Parties agree that an employee who is in attendance at an authorized school or training program will be considered to be at work, just as if that employee were performing his regular job duties.

- (e) The question of whether an injury is work-connected shall not be subject to the grievance and arbitration procedure and shall be determined by the Employer, or, if disputed, the Bureau of Worker's Disability Compensation for the State of Michigan.
- (f) Under no circumstances shall any employee, regardless of number of hours or shifts worked, receive more than eight (8) hours of regular, straight-time Holiday Pay for any one recognized holiday.

## ARTICLE 13

### VACATION

**Section 1.** **Vacation Eligibility.** Eligibility for vacations will be based on years of service, as established by the payroll records.

**Section 2.** **Vacation Benefits.** After a period of one (1) full year of continuous employment, but fewer than five (5) years, employees shall be entitled to two (2) weeks of vacation at their regular pay. Employees in continuous employment for a period of five (5) or more years, but fewer than fifteen (15) years, shall be entitled to three (3) weeks vacation at their regular pay. Employees in continuous employment for a period of fifteen (15) or more years, but fewer than twenty (20) years, shall be entitled to four (4) weeks vacation at their regular pay. Employees in continuous employment for a period of twenty (20) or more years shall be entitled to five (5) weeks vacation at their regular pay. It is expressly agreed that an employee may not use or be compensated for any vacation, until after he has completed one (1) year of continuous employment.

**Section 3.** **Vacation Scheduling.** Vacation time off will be scheduled by the Department Head, or his designee, upon receiving a request in writing. The Department Head shall determine the permissible number of employees who may be absent at any one time in the Department, and vacations shall be scheduled on the basis of the date request is received, or, if two requests are received on the same date, on the basis of seniority.

**Section 4. Vacation Pay Upon Separation.** Accumulated and unused vacation days shall be paid at the employee's regular, straight-time hourly rate of pay upon separation.

**Section 5. Holiday During Vacation.** When a holiday listed in Article 12, Section 1, falls within an employee's vacation period, he shall receive pay for such a holiday, but he shall not receive additional time off.

**Section 6. Vacation Accumulation.** Vacation time is earned bi-weekly at the end of each pay period, beginning with the employee's date of hire. The accrual rate is in accordance with the schedule in Section 2, above; any change in accrual rate is based on the employee's date of hire. Vacation pay shall be at the employee's rate when he begins his vacation. When any employee has accumulated thirty (30) days of vacation time, the Department Head may require that employee to use any amount of accumulated vacation to the total accumulated. Employees hired after December 31, 1998, shall not accumulate more than thirty (30) days (two hundred forty (240) hours) of vacation and shall begin accruing vacation time only after the employee's accumulated vacation time falls below thirty (30) days.

## ARTICLE 14

### WAGES

**Section 1. Wages and Job Classifications.** The schedule of job classifications and wage rates set forth in Appendix "A", attached hereto and made a part hereof, shall be the agreed upon job classification and wage rates effective January 1, 2010 through December 31, 2012.

(a) Definitions.

1. Classification shall be defined as the employee's job title.
2. Level shall be defined as pay grade for any classification or group of classifications.
3. Salary steps shall refer to all Steps in Appendix "A", based upon length of service in the department.

4. Promotion shall be defined as a move to a classification in a higher level.

Section 2. Salary Steps. Employees shall be inserted into the appropriate spot on the attached pay schedule (Appendix "A") according to seniority and not according to the effective date of this Agreement.

Section 3. Pay Upon Promotion. A promoted employee shall be placed at the lowest salary step of his new classification, which will afford the employee at least a five percent (5%) pay raise. For purposes of this paragraph, the term "pay raise" shall mean an increase in the employee's annualized earnings as compared with what the employee's annualized earnings would have been in the old classification. The employee shall be eligible to move to the next available step increase one year from the date of promotion.

Section 4. Certified Training Officer Compensation. Certified Training Officers who are assigned a trainee by the Director or Assistant Director will receive two (2) hours of straight time pay for each eight (8) hour shift in which they work with an assigned trainee, and one (1) hour of straight time pay for each four (4) hour shift they work with an assigned trainee.

## ARTICLE 15

### INSURANCE PROGRAMS

Section 1. Hospitalization Insurance. The Employer shall maintain hospitalization and medical insurance for employees and dependents. This insurance shall provide coverage as outlined in Appendix "B." The employee shall pay twelve percent (12%) of the applicable monthly premium (capped at 25%) toward the cost of health insurance. Beginning January 1, 2011, the employee shall pay fifteen percent (15%) of the applicable monthly premium (capped at 25%) toward the cost of health insurance.

Section 2. Life Insurance. Unless requested otherwise, the Employer shall provide at no cost to the employee, group term life insurance with accidental death and dismemberment provisions in the amount of fifty thousand dollars (\$50,000.00).

**Section 3. Continuation/Termination of Insurance Coverage.** Insurance coverage continues through the employee's last day of work. Employees who are on Leaves of Absence Without Pay or on suspensions without pay may continue insurance coverage by paying the actual cost of such coverage for a period not to exceed six (6) months. Failure to prepay any month's premium to the Personnel Department by the 15th of the month prior to the month of coverage results in loss of benefits; once lost, the benefits cannot resume, until the employee returns to work. Such insurance shall be continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

**Section 4. Health Care Insurance For Retirees.** Effective January 1, 1990, employees who retire under the auspices of the County Retirement System may elect to be covered under the Hospitalization, Surgical, Medical Plan offered County employees, provided they pay fifty percent (50%) of their contributions up to a maximum of one-hundred fifty dollars (\$150.00) per month. Employees hired on or after January 1, 1993 shall pay 100% of the actual cost for dependent coverage if such coverage is elected by the employee.

**Section 5. Dental and Vision Reimbursement.** Effective January 1, 2007, members of the bargaining unit and their eligible dependents shall be reimbursed up to a maximum one thousand two hundred (\$1200) per family per calendar year for incurred and paid dental and/or vision costs. These costs shall be paid by the County Personnel Department on a quarterly basis pursuant to paid receipts submitted by the employee. This reimbursement program shall not be construed as an insurance program or plan, and it is available to reimburse only those costs not otherwise covered by another plan or program.

Receipts must be received no later than the last day of the quarter in which service was rendered. If received after that day, consideration for payment will be delayed until the end of the quarter in which the submission occurs. Bills for the fourth quarter of each calendar year must be received by the Berrien County Personnel Department no later than December 31 in order for the reimbursable amount to be credited toward that year's calendar year limit. Faxed copies of paid receipts are acceptable. Reimbursement will be issued on the third Thursday immediately



following the close of the quarter. Receipts should be submitted to the County Administration Office, Administration Center, St. Joseph. All services must be rendered by a properly licensed Optometrist or Doctor of Ophthalmology for vision expenses or a properly licensed Doctor of Dental Surgery (DDS or MD/DDS) for dental expenses. Receipts must show the date of service, the service performed, for whom the service was performed, the cost of the service, and the amount of the patient's payment.

If coverage for an employee or his/her dependent is available through his/her spouse, an Explanation of Benefits (EOB) form from the spouse's plan must accompany the receipt. The employee will be reimbursed for the difference between the charge(s) shown on the receipt and the amount paid by the spouse's plan (as shown on the EOB).

The County reserves the right to contact the provider to confirm and/or clarify the information contained on the receipt.

The County reserves the right to deny reimbursement for any claim for which inadequate information is provided by either the attending provider or the employee.

**SECTION 6. Short Term Disability Insurance.** The County will maintain a short term disability insurance program that provides an employee who has exhausted all available paid sick time a maximum weekly benefit of 66 2/3% of an employee's weekly income up to a maximum of \$400 per week. Eligibility and continuation of any benefits payable under this section are subject to the carrier's restrictions and regulations.

## ARTICLE 16

### RETIREMENT PLAN

**Section 1. Membership.** All employees are required to be members of the Berrien County Employees Amended Retirement Plan, subject to the conditions of the plan.

**Section 2. Pension Plan.** Employees in this bargaining unit shall participate in and receive the benefits of the Berrien County Retirement System as prescribed by the County. Pension benefits are as follows:

(a) Beginning January 1, 2004, normal retirement benefits shall be at 2.8% capped at 75% of the average compensation as determined under the Amended Pension Plan for the life of the retiree.

(b) An employee with twenty-five (25) years of service as defined by the Plan, regardless of age is eligible for normal retirement.

(c) Beginning January 1, 1996, employee's contribution shall be eight percent (8%) of gross compensation.

(d) An employee who moves from active status directly to retired status, may use up to six (6) months of unused sick leave to be rolled over into the pension computation at the time of retirement.

(e) Vesting shall occur after five (5) continuous years of credited service. Vesting for employees hired on or after January 1, 2010 shall occur after ten (10) continuous years of credited service.

(f) Enhanced Survivor benefits - A survivor pension shall be paid for life to the designated survivor pension beneficiary of a deceased participant or vested former participant who has elected optional form of payment Option SPB 50% and designated a survivor pension beneficiary in accordance with the provisions of the Retirement Ordinance, if the following requirements are met:

1. The designated survivor pension beneficiary files a written application for the pension with the plan administrator; and
2. The participant or vested former participant, at the time of death, had five (5) or more years of credited service.

(g) Pop up Provision - Effective January 1, 1993, when an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to the straight life allowance amount.

## ARTICLE 17

### MISCELLANEOUS

**Section 1. Equipment Maintenance.** It is the Employer's intent to maintain all equipment in safe operating condition. Any equipment defects noted by any member of the bargaining unit shall be reported in writing promptly to the Department Head. Repairs are to be made as soon as practicable.

**Section 2. Training and Schooling.** Employees who are assigned for training and schooling by the Department Head will be paid at their usual, bi-weekly, regular, straight-time hourly rate. This pay shall not be considered in computing overtime pay.

**Section 3. Bulletin Boards.**

(a) The Employer will provide a bulletin board on the premises of the Department Head's Department, which may be used by the Union for posting notices of:

- (i) Recreational and social events.
- (ii) Elections
- (iii) Meetings.
- (iv) Other general Union business of a non-derogatory nature.

(b) It is the Union's responsibility to police its own notices and to keep the postings current.

**Section 4. Job Postings.** All positions or jobs in the Department, which are not covered by Article 8, Section 1, will be posted in the Department for a period of not less than five (5) calendar days, concurrent with the County posting. Employees interested in said positions or jobs shall notify the Department Head in writing.

**Section 5. Copies of Agreement.**

(a) The Employer shall provide all present and future members of this bargaining unit with a copy of this Agreement.

(b) It is agreed by both Parties that a terminated employee will be encouraged to return his copy of this Agreement.

**Section 6. Rules and Regulations.** The Employer reserves the right to establish reasonable rules and regulations concerning employee performance and conduct not inconsistent with this Agreement. A written copy of any new rule or regulation shall be furnished to the Union.

**Section 7. Severability.** If any Article, Section, or Provision of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected hereby, and the Parties shall enter into collective bargaining for the purpose of agreeing upon a mutually satisfactory replacement for such Article, Section, or Provision.

**Section 8. Waiver.** This Agreement contains the entire terms and conditions of employment agreed upon between the Employer and the Union. The Parties

acknowledge that there are no other agreements either oral or written, express or implied, that cover the relationship of the Parties. Each Party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever, either covered in the Agreement or not, or where such subject matter was or was not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or executed this Agreement. This Agreement, however, may be extended by mutual agreement of the Parties in writing.

**Section 9. Non-discrimination.** The Employer and Union agree that there shall be no discrimination according to applicable state law, federal law or regulation.

**Section 10. Professional Liability Insurance:** The Employer shall maintain at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of a claim brought against the employee arising out of the performance in good faith of the official duties of such employee.

**Section 11. Special Conferences:** Special conferences for important matters, including safety, will be arranged at the mutual consent of the parties between the Chief Steward and the Employer or its designated representative(s) at mutually convenient times and places, when there are important matters to discuss. Such meetings shall be between a maximum of four (4) representatives of the Employer and a maximum of four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested, in writing. Conferences shall be scheduled no later than 15 days, or longer if mutually agreed, after the written request is received by the Employer's designated representative. Matters taken up in special conferences shall be confined to those included on the agenda. If the matter(s) are not resolved satisfactorily, the Union may follow the formal procedure outlined in Article 5, with the initial time limits to begin on the day following the special conference.

## ARTICLE 18

### DURATION

Section 1. Duration. This Agreement shall remain in full force and effect from January 1, 2010 to midnight December 31, 2012, and this Agreement shall continue in full force and effect from year-to-year thereafter, unless the Union or the Employer shall notify the other in writing not fewer than sixty (60) days prior to the expiration of the term or an extended term of this Agreement of a desire to modify this Agreement. If either the Union or the Employer gives notice as is aforesaid to the other of a desire to modify any of the terms of this Agreement, then within fifteen (15) days of the service of such notice, or a longer time if mutually agreed upon, representatives of the Union and the Employer shall set a date and time to commence negotiations with respect to such modifications. If no agreement as to such modifications is reached before the expiration of the term, then this Agreement shall continue in full force and effect until the culmination of a successor Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this 29th day of January, 2010.

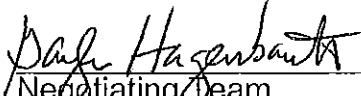
**COUNTY OF BERRIEN:**


  
\_\_\_\_\_  
David Agens  
911 Administrator

  
\_\_\_\_\_  
William A. Wolf  
County Administrator

**POLICE OFFICERS LABOR COUNCIL:**

  
\_\_\_\_\_  
Mike Woronko  
POLC Field Representative

  
\_\_\_\_\_  
Daph Hazenbacht  
Negotiating Team

  
\_\_\_\_\_  
Kristina E. Burk  
Negotiating Team

APPENDIX A

EFFECTIVE JANUARY 1, 2010

<u>YEAR</u>	<u>PUBLIC SAFETY DISPATCHER</u>	<u>CALL TECHNICIAN</u>
1	33,967	30,570
2	39,389	34,850
3	40,633	35,931
4	41,937	37,080
5	42,489	37,323
6	43,051	37,567
7	43,618	37,812
8	44,199	38,064
9	44,782	39,077
10	45,382	40,124

EFFECTIVE JANUARY 1, 2011

<u>YEAR</u>	<u>PUBLIC SAFETY DISPATCHER</u>	<u>CALL TECHNICIAN</u>
1	34,646	31,182
2	40,177	35,547
3	41,446	36,649
4	42,776	37,822
5	43,339	38,069
6	43,912	38,318
7	44,490	38,569
8	45,083	38,826
9	45,678	39,859
10	46,290	40,926

EFFECTIVE JANUARY 1, 2012

<u>YEAR</u>	<u>PUBLIC SAFETY DISPATCHER</u>	<u>CALL TECHNICIAN</u>
1	35,166	31,650
2	40,780	36,081
3	42,068	37,199
4	43,418	38,389
5	43,989	38,640
6	44,571	38,893
7	45,157	39,147
8	45,759	39,408
9	46,363	40,457
10	46,984	41,540

APPENDIX B

BERRIEN COUNTY  
COMPREHENSIVE MAJOR MEDICAL PLAN  
SCHEDULE OF BENEFITS

DEDUCTIBLE	\$250.00 Single Coverage \$500.00 Family Coverage
CO-PAYMENT	10% of charges up to the maximums listed below
MAXIMUM CO-PAYMENT	\$1000.00 Single Coverage \$2000.00 Family Coverage
MAXIMUM ANNUAL COST	\$1250.00 Single Coverage \$2500.00 Family Coverage
HOSPITAL PRECERTIFICATION	Required or 20% reduction of payable benefits
SECOND SURGICAL OPINION	Required or 20% reduction of payable benefits
EMPLOYEE CONTRIBUTION	12% of monthly premium up to annual premium increases cap of 25% (tax deferred). Effective 1/1/2011, 15% of monthly premium up to annual premium increases cap of 25% (tax deferred)
CHIROPRACTIC CARE	36 reimbursable visits per calendar year per covered individual
INPATIENT SUBSTANCE ABUSE	90/10 Reimbursement subject to state reimbursement levels; 2 courses of treatment per enrollee per lifetime
TIE TO PRIOR CARRIER	Effective February 1, 1995, there is no benefit tie between the current health insurance coverage plan and the previous plan offered by Home Life
PRESCRIPTIONS	\$15 generic / \$30 non-generic 90 day supply via mail order service

Effective January 1, 2002, the following wellness riders, which are subject to plan deductibles and co-pays were added to your coverage:

- One routine annual physical and related diagnostic lab work, not subject to age restriction
- One initial baseline mammography between age 35 and 40; one annual routine mammography over age 40
- Lab and pathological services for one annual routine PAP smear
- Lab and pathological services for one routine prostate antigen screening beginning at age 40



## APPENDIX C

### LETTERS OF AGREEMENT

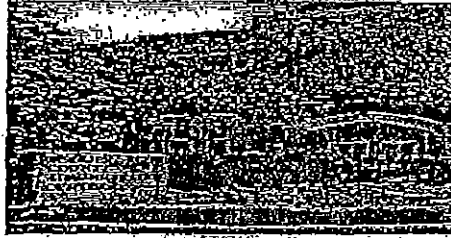
The following two (2) Letters of Agreement are attached hereto and made a part of the collective bargaining agreement:

1. Memo dated 8/17/2005 from Shelley Smith to Marty Kurtz
2. October 1994 Light Duty Assignments  
(Parties agreed to replace "SHERIFF" with "911 ADMINISTRATOR")

OUNTY ADMINISTRATION

- County Administrator
- Personnel
- Corporate Counsel
- Community Corrections/  
Grants Administrator

BERRIEN COUNTY  
ADMINISTRATION CENTER



701 Main Street  
St. Joseph, Michigan 49085  
Telephone: (269) 983-7111, Ext 8095  
Fax: (269) 983-5788  
[www.BerrienCounty.org](http://www.BerrienCounty.org)

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M E M O R A N D U M

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TO: Marty Kurtz

FROM: Shelley Smith

RE: Part time employees

DATE: August 17, 2005

This memo summarizes the agreements with respect to part-time employees reached during our bargaining session of August 17, 2005.

1. Part time employees will not be used in supervisory positions within the Communications Center
2. Part time employees will not be used to displace full time dispatchers or call takers.

## MEMORANDUM OF UNDERSTANDING

RE: LIGHT DUTY ASSIGNMENTS

The Police Officers Labor Council (P.O.L.C.) acknowledges that the 911 Director, or his designee has the full authority to determine on a case by case basis the right of any employee to return to work on a "light duty assignment."

The P.O.L.C. reserves it right to grieve said decision

Dated: 11/14/07

  
\_\_\_\_\_  
David Agens, 911 Director

  
\_\_\_\_\_  
Mike Wronko, Labor Rep.