

ORIGINAL FOR EXECUTION

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**AGREEMENT**

**between**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(POAM)**

**for**

**CLINTON COUNTY 911 TELECOMMUNICATORS**

**WITH**

**CLINTON COUNTY BOARD OF COMMISSIONERS  
(Employer)**

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Terminating: December 31, 2019

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>RECOGNITION</b> .....	1
<b>ARTICLE 2</b>	<b>EMPLOYER RIGHTS</b> .....	1
Section 1.	Employer Rights .....	1
Section 2.	Delegations.....	2
<b>ARTICLE 3</b>	<b>POAM SECURITY AND CHECKOFF</b> .....	3
Section 1.	Agency Shop.....	3
Section 2.	POAM Membership.....	3
Section 3.	Commencement of Dues.....	3
Section 4.	Compliance.....	3
Section 5.	Maintenance of Membership .....	3
Section 6.	Checkoff .....	4
Section 7.	Refunds.....	5
Section 8.	Save Harmless.....	5
Section 9.	Legality .....	5
<b>ARTICLE 4</b>	<b>GRIEVANCE PROCEDURE</b> .....	5
Section 1.	Grievance Procedure .....	5
Section 2.	.....	8
Section 3.	.....	8
Section 4.	.....	9
Section 5.	Election of Remedies .....	9
Section 6.	Probationary Period .....	9
<b>ARTICLE 5</b>	<b>NO STRIKE</b> .....	10
<b>ARTICLE 6</b>	<b>SENIORITY</b> .....	10
Section 1.	Definition of Seniority .....	10
Section 2.	Seniority List.....	11
Section 3.	Loss of Seniority .....	11
<b>ARTICLE 7</b>	<b>JOB POSTING</b> .....	12
<b>ARTICLE 8</b>	<b>LAYOFF AND RECALL</b> .....	12
Section 1.	Layoff.....	12
Section 2.	Notice of Layoff .....	13
Section 3.	Recall.....	13
Section 4.	.....	13
<b>ARTICLE 9</b>	<b>HOURS OF WORK</b> .....	13
Section 1.	Scheduling the Workweek.....	13
Section 2.	Breaks .....	14
Section 3.	Workweek and Workday Definition.....	14
Section 4.	Overtime.....	15
Section 5.	Overtime Posting and Assignment of Overtime.....	15
Section 6.	Compensatory Time.....	18
Section 7.	Training Time .....	19
Section 8.	Court Time .....	19

<b>ARTICLE 10 LEAVES OF ABSENCE</b> .....	20
Section 1. Personal Leave Accrual.....	20
Section 2. Military Leave .....	20
Section 3. Jury Duty .....	21
Section 4. Sick Leave .....	21
Section 5. Funeral Leave .....	23
Section 6. Family and Medical Leave .....	23
<b>ARTICLE 11 HOLIDAYS</b> .....	23
Section 1. Recognized Holidays .....	23
Section 2.....	24
Section 3.....	24
<b>ARTICLE 12 VACATIONS</b> .....	25
Section 1 .....	25
Section 2. Vacation Schedule .....	26
<b>ARTICLE 13 INSURANCE</b> .....	28
Section 1. Hospitalization & Dental Insurance.....	28
Section 2. Hospitalization Insurance Co-Pays.....	28
Section 3. Selection of Health Care Plans .....	29
Section 4. Selection of Insurance Carriers .....	30
Section 5. Supplemental Insurance.....	30
Section 6. Health Insurance for Retirees.....	30
Section 7. Disability Insurance .....	30
Section 8. Continuation of Benefits .....	30
Section 9. Life Insurance.....	31
<b>ARTICLE 14 WAGES AND RETIREMENT</b> .....	31
Section 1. Rates .....	31
Section 2. Step Increases .....	31
Section 3. Retirement .....	31
<b>ARTICLE 15 CAPTIONS</b> .....	33
<b>ARTICLE 16 NEW CLASSIFICATIONS</b> .....	33
<b>ARTICLE 17 POLICIES</b> .....	33
Section 1. Resignation.....	33
Section 2. Personnel Records.....	33
Section 3. Outside Employment.....	34
Section 4. Address Changes .....	34
Section 5. Bulletin Board.....	35
Section 6. Safety .....	35
Section 7. Mileage.....	35
Section 8. Travel Time.....	35
Section 9. Direct Deposit of Payroll.....	35
Section 10. Dress/Uniform.....	35
Section 11. Attendance Incentive Program .....	36
<b>ARTICLE 18 SEPARABILITY</b> .....	37

<b>ARTICLE 19</b>	<b>SUBCONTRACTING</b> .....	37
<b>ARTICLE 20</b>	<b>STEWARDS</b> .....	38
	Section 1 .....	38
	Section 2 .....	38
	Section 3 .....	38
<b>ARTICLE 21</b>	<b>POAM BARGAINING COMMITTEE</b> .....	39
	Section 1 .....	39
	Section 2 .....	39
<b>ARTICLE 22</b>	<b>PYRAMIDING OF PREMIUM PAY</b> .....	39
<b>ARTICLE 23</b>	<b>WORKERS' COMPENSATION</b> .....	40
<b>ARTICLE 24</b>	<b>GENDER</b> .....	40
<b>ARTICLE 25</b>	<b>WAIVER</b> .....	40
<b>ARTICLE 26</b>	<b>NON-BARGAINING UNIT PERSONNEL</b> .....	41
	Section 1. Part-Time Telecommunicators .....	41
	Section 2 .....	42
	Section 3 .....	42
<b>ARTICLE 27</b>	<b>DURATION</b> .....	42
<b>APPENDIX A</b>	.....	44

## **AGREEMENT**

**THIS AGREEMENT** made and entered into this 15th day of August, 2017, by and between the **CLINTON COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as “Employer,” and the **POLICE OFFICERS ASSOCIATION OF MICHIGAN, CLINTON COUNTY 911 TELECOMMUNICATORS DIVISION**, hereinafter referred to as the “POAM.”

### **ARTICLE 1** **RECOGNITION**

Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes POAM as the exclusive representative for the purpose of collective bargaining for all Employees of the Employer included in the bargaining unit described below (hereinafter called “Employee” or “Employees”):

All regular full-time and regular part-time telecommunicators employed by Clinton County. **Excluding:** All executives, supervisors, clerical and other employees of Clinton County not employed as 911 telecommunicators.

### **ARTICLE 2** **EMPLOYER RIGHTS**

**Section 1. Employer Rights.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment,

and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to subcontract bargaining unit work; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, layoff and recall Employees; suspend for cause, discipline for cause, demote for cause, and discharge for cause non-probationary Employees; to establish, amend, supplement or delete reasonable work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of Employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

**Section 2. Delegations.** No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

**ARTICLE 3**  
**POAM SECURITY AND CHECKOFF**

**Section 1. Agency Shop.** Employees covered by this Agreement at the time it becomes effective and who are members of POAM at that time shall be required, as a condition of continued employment, to continue membership in POAM or pay a representation fee to POAM for the duration of this Agreement.

**Section 2. POAM Membership.** Employees covered by this Agreement who are not members of POAM at the time it becomes effective and who have successfully completed thirty (30) days of employment, shall be required as a condition of continued employment to become members of POAM or to pay a representation fee to POAM, and such condition shall be required for the duration of this Agreement.

**Section 3. Commencement of Dues.** Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continuing employment to become members of POAM or to pay a representation fee to POAM for the duration of this Agreement commencing thirty (30) days after the first date of employment.

**Section 4. Compliance.** Employees shall be deemed to have complied with the terms of this Section if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

**Section 5. Maintenance of Membership.** POAM shall notify an Employee who has not paid their dues or representation fee by certified mail with a copy to the Employer. If the Employee does not pay the dues or representation fee within thirty (30) days after

said notice is received, POAM shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by POAM, the Employer shall terminate said Employee.

**Section 6. Checkoff.** The Employer agrees to deduct POAM's dues from the wages of each individual Employee in the bargaining unit who voluntarily becomes a member of POAM, subject to the following subsections:

(a) POAM shall obtain from each of its members a completed check off authorization form which shall conform to the respective State and Federal laws concerning that subject or any interpretations made thereof.

(b) All check off authorization forms shall be filed with the Employer who shall return any incomplete or incorrectly completed forms to the POAM's Treasurer and no check off shall be made until such deficiency has been corrected.

(c) All other Employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall accurately represent the amount for said Employee due POAM as their fair share of costs attributed to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, State, National Local, or other dues and assessments. The fair share representation fee shall be that amount which the Treasurer of POAM so notifies the Employer.

(d) The Employer shall check off only those obligations that come due at the time of check off and will make check off deductions only if the Employee has enough pay due to cover such obligation and will not be responsible for refund to the Employee if the Employee has duplicated a check off deduction by direct payment to POAM.

(e) The Employer's remittance will be deemed correct if POAM does not give written notice to the Employer within fourteen (14) days after the remittance is sent of its belief, with reasons stated therefor, that the remittance is not correct.

(f) POAM shall provide at least thirty (30) days' written notice to the Employer the amount of POAM dues and/or representation fees to be

deducted from the wages of the Employees in accordance with this Section. Any change in the amounts determined will also be provided to the Employer, in writing, at least thirty (30) days prior to its implementation. Checkoff Authorization Forms signed by each affected Employee should accompany notification of initial dues or representation fees deduction as well as any change in said dues or representation fees deductions.

**Section 7. Refunds.** In cases where a deduction is made that duplicates a payment that any Employee already has made to POAM, or where a deduction is not in conformity with the provisions of POAM Constitution of By-Laws, refunds to the Employees will be the sole responsibility of POAM and will be made promptly by POAM.

**Section 8. Save Harmless.** POAM agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or any form of liability to anyone arising out of any of the provisions of this Article, including deduction from any Employee's pay of POAM dues and/or representation fees, and including also anything done in reliance of any list, notice, certification, or authorization furnished under this Article. POAM assumes full responsibility for the disposition of deductions so made once they have been sent to POAM.

**Section 9. Legality.** The Employer shall be required to make dues and fee deductions only as long as it may legally do so.

#### **ARTICLE 4 GRIEVANCE PROCEDURE**

**Section 1. Grievance Procedure.** The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall set forth the facts pertaining to the alleged violation and the

remedy desired. It shall be signed by the Employee and the POAM Steward. All grievances shall be commenced within five (5) calendar days after the grievance has become known, or should reasonably have been known by the Employee. If the Employer or POAM requests that the aggrieved Employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any Employee having a grievance shall present it as follows:

Step 1. If an Employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) calendar days under the terms and requirements stated above, by submitting the written grievance to the Director. Within five (5) calendar days after receiving the written grievance from the Employee, the Director shall give his/her written response to the grievance to the grievant with a copy to the POAM Steward. The five (5) calendar days shall not include the day the grievance was received by the Director. The Director does not have the authority to provide to any Employee economic benefits which exceed those provided under this contract. The decision of the Director shall not act as precedent, unless approved by the Board of Commissioners.

Step 2. POAM may appeal the decision of the Director to the Personnel Committee of the Board. The request for the appeal to the Personnel Committee of the Board must be made in writing within five (5) calendar days after the answer given in Step 1. The request shall be addressed to the Chairperson of the Personnel Committee. The Personnel Committee may hear the grievance

at one of their normally scheduled meetings as determined by the Chair. The Chair may, at his/her discretion, set up a special meeting to hear the grievance. In addition, the chair may require transcripts of the hearing be taken by a certified court stenographer and, if requested, copies shall be provided to POAM at 15¢ per page if the County has the transcript transcribed. The Employee and/or the POAM representative may appear before the Committee to present the grievance. The Employee and/or POAM representative may present witnesses and evidence and the Employer representative may respond. The Committee shall make its decision within twenty-one (21) calendar days of the conclusion of the hearing.

Step 3. If certain grievances are not resolved at Step 2, as noted below, POAM shall present a written demand for arbitration to the Chairperson of the Personnel Committee within thirty (30) calendar days after the answer at Step 2. A copy of the demand shall be delivered to the Director and to the American Arbitration Association (AAA) for the selection of an arbitrator in accordance with AAA procedures, or the parties may mutually agree in writing on the selection of an arbitrator. Notwithstanding any contrary provision in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to the interpretation of the “economic provisions” of this contract resulting in loss of pay or economic fringe benefits, or disciplinary layoffs of more than one (1) workday per twelve (12) month

period or termination of employment for disciplinary reasons. Any discipline imposed consisting of one (1) workday off or less cannot be submitted to arbitration. "Economic provisions" does not include disciplinary layoffs of one (1) workday or less or any other disciplinary action taken by the Employer involving less than one (1) workday off. The rules of the AAA shall apply unless specifically modified herein.

(a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect.

(b) The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges these limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between POAM and the Employer.

**Section 2.** The decision of the Personnel Committee shall be final and binding on all of the parties except Arbitration as noted above. The decision of the Arbitrator shall be final and binding on the parties and may be enforced in a court of competent jurisdiction.

**Section 3.** The failure of either party to follow the time limits set out herein shall result in the following:

(a) If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.

(b) In the event POAM or Employee does not follow the time limits required herein, the grievance shall be considered withdrawn and denied.

**Section 4.** When reference to calendar days is made, only weekdays, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

**Section 5. 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, POAM and the affected Employee shall not process the complaint through any grievance procedure provided for in this contract. If an Employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. Notwithstanding the above, no individual Employee can waive the right of another Employee.

**Section 6. Probationary Period.** All part-time and full-time employees shall serve a probationary period until the employee has completed two thousand eighty (2080) hours of actual work on duty. During the probationary period, the employee is considered an at-will employee may be terminated without cause and such termination shall not be subject to the grievance procedure as it relates to discipline and/or discharge. Upon

completion of the probationary period, the employee shall be placed on the seniority list as of his/her last date of hire and shall be subject to all of the provisions and benefits of this Agreement.

## **ARTICLE 5 NO STRIKE**

**No Strike Pledge.** The parties mutually recognize that the services performed by the Employees covered by this Agreement are services important for the public health, safety and welfare. POAM, therefore, agrees that there shall be no interruption of these 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 or picket the Employer's premises. POAM further agrees that there shall be no strikes, sit-downs, stay-ins or stoppages of work. Individual Employees or groups of Employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined.

## **ARTICLE 6 SENIORITY**

### **Section 1. Definition of Seniority.**

A. Seniority shall be defined as the length of an Employee's continuous service with the Employer since the Employee's last date of hire in a bargaining unit position, excluding unpaid leaves of absence of more than thirty (30) calendar days. For the purpose of this section, workers' compensation shall be considered a paid leave subject to other contract provisions for benefit continuation.

If two or more Employees have the same hire date, the Employee with the earlier date of application shall be most senior. In the event there is a tie with regard to date of application, the Employees shall draw numbers and the higher the number, the most senior the Employee. Any use of this system for tie-breakers shall be kept on file by the Employer.

B. Employees who transfer to this bargaining unit without a break in employment from another County position shall have their prior years of County service used to determine vacation accumulation and such time shall be used for years of service for retirement purposes (not retirement program).

**Section 2. Seniority List.** A seniority list shall be posted in the Employees' work area and shall be kept current by the Employer.

**Section 3. Loss of Seniority.** An Employee shall lose his/her status as an Employee and his/her seniority if:

- (a) the Employee quits or retires;
- (b) the Employee is discharged and the discharge is not overturned by the grievance procedure;
- (c) He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which misdemeanor results in sentenced jail time excluding traffic, first offense alcohol related, and first offense domestic assault unless such misdemeanor offense interferes with the Employee's ability to work.

Nothing contained herein is intended to preclude the imposition of discipline by the Employer for misdemeanors which Employer discipline shall be subject to the grievance procedure;

- (d) the Employee fails to report for work for two (2) consecutive working days unless an excuse acceptable to the Employer is presented;

- (e) the Employee fails to return on the required date following an approved leave of absence, vacation, disciplinary suspension, or recall from layoff unless an excuse acceptable to the Employer is presented;
- (f) the Employee has been on layoff status for a period of eighteen (18) months or the length of his/her seniority, whichever is less;
- (g) if he/she intentionally makes a false statement on his/her employment application or other Employer record or document;
- (h) the Employee has been on an Employer approved unpaid leave of absence for a period of one (1) year or the length of his/her seniority, whichever is less.

## **ARTICLE 7 JOB POSTING**

Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer shall interview any bargaining unit Employee who applies for that posted position. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

## **ARTICLE 8 LAYOFF AND RECALL**

**Section 1. Layoff.** Layoffs shall be determined by the Employer and such layoff will be from classifications selected by the Employer. Employees shall be laid off in inverse bargaining unit seniority order provided that the senior Employee(s) retained have the necessary immediate qualifications to perform the remaining work as determined by the Employer. There shall be no bumping rights.

**Section 2. Notice of Layoff.** In the event of a layoff, Employees to be laid off shall be given at least fourteen (14) calendar days written notice by mail or in person prior to the layoff and the Employer shall provide a copy to POAM.

**Section 3. Recall.** In the event of a recall from layoff, laid off Employees shall be recalled to their former classification in the inverse order in which the Employees were laid off. The Employer agrees to provide at least ten (10) days' written notice of recall from layoff which shall be either mailed or delivered in person to the Employee at their last known address. The notice shall set forth the date, time, and place the recalled Employee is expected to return to work. A recalled Employee shall inform the Employer within five (5) days of receipt of recall notice that he/she intends to return to work. It is a laid-off Employee's responsibility to keep the Employer informed of address changes. Failure by the Employee to adhere to the above shall result in the Employee's loss of seniority and recall rights.

**Section 4.** An Employee who is laid off shall have his/her name remain on the recall list for a period of eighteen (18) months or for a period of time equal to his/her seniority at the time of layoff, whichever is less.

## **ARTICLE 9 HOURS OF WORK**

**Section 1. Scheduling the Workweek.** Employees shall be scheduled to work at the discretion of the Director. The work schedule shall be posted thirty (30) calendar days in advance. Overlap hours shall be included when the shift picks are selected. Employees shall be allowed their preference of shifts based on seniority. Notwithstanding, all

schedules are subject to change based on the needs of the Department as determined by the Director after consultation with the Union Steward.

**Section 2. Breaks.** Each full-time telecommunicator who works an eight (8) or ten (10) hour shift shall normally be allowed a one-half (1/2) hour paid working lunch. Each full-time telecommunicator who works a twelve (12) hour shift shall normally be allowed a thirty-five (35) minute unpaid break for lunch. If the Center is at minimum staffing (less than three on-duty), the on-duty personnel shall not leave the building for their lunch break. The Employees will be paid for the lost break time at the regular rate of pay. The specific lunch break will be scheduled as to not interfere with the normal work of the agency. Rest breaks are generally allowed twice a day for Employees; one in the first half and one in the second half of the shift. Each rest break period is not to exceed fifteen (15) minutes and will be scheduled as to not interfere with the normal work of the agency. Fifteen minute breaks do not accumulate if not taken.

**Section 3. Workweek and Workday Definition.** Any definition of an Employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek.

The normal workday for full-time Employees shall consist of 8, 10 or 12 hours within a twenty-four (24) hour period. Prior to any change in the length of the normal workday, as noted above, the Employer shall discuss the same with a POAM representative and shall not make any change until five (5) calendar days after the meeting. The decision of the Director shall be final and binding.

**Section 4. Overtime.** All work performed outside of an employee's regular schedule, except for sick leave as set forth below, shall be considered overtime and shall be paid at the rate of time and one-half of the Employee's regular rate of pay. Prior approval of overtime hours is required by the Director. All call back overtime will be compensated for a minimum of one (1) hour. Provisions of this Section are not applicable when the call back works into the start of an Employee's regular shift. In such case, overtime will be paid the period of the call back prior to the shift. During a minimum of one (1) hour call back, the Director may assign an Employee to provide break time for on-duty dispatchers. Use of vacation or compensatory time will be considered hours worked for overtime purposes. Sick leave will be considered hours worked provided the employee has 104 or more hours of sick leave banked at the start of the pay period.

**Section 5. Overtime Posting and Assignment of Overtime**

- A. At the beginning of each calendar year, a new overtime roster shall be posted where it is accessible to all Employees. Overtime hours for each bargaining unit Employee shall be posted based on overtime hours worked. A total column of overtime hours worked shall appear on the roster and shall be updated at the end of each pay period.
- B. Voluntary overtime opportunities shall be posted allowing the employees to sign-up for the open shift. Employees shall have the opportunity to sign up for posted overtime in segments of one (1) block of hours or one (1) shift per selection. First choice of voluntary overtime shall be afforded to the Employee with the least amount of total overtime hours. The next selection to be made by the Employee

with the next lower amount of total overtime hours, etc. until all segments of the then available overtime has been selected. In the event both employees have the same amount of worked overtime on the roster, the most senior employee will receive the shift.

C. In situations where the Employer has no time to post for voluntary overtime in advance because of emergency, unforeseen staff shortages, or coverage needs the following call out procedure will be utilized. The overtime will be offered to on-duty dispatcher, on-duty relief dispatcher, or on-duty supervisors working in vacant dispatch positions allowing them to extend their shift for a maximum of four (4) hours. If no on-duty personnel volunteers for the shift, an "all-call" text message and page will be sent to all employees notifying the employees of the need to fill a vacancy in a shift, Employees shall call the Dispatch Center within thirty (30) minutes of the text message or page to respond to the overtime call-in. An employee agreeing to work an entire shift will be assigned the shift over an employee volunteering to work only a part of the shift. If there are no volunteers, the Employer shall have the right to force overtime by contacting, via telephone, text message, or page, the employee with the lowest amount of overtime worked within the bargaining unit until the number of personnel required to cover the assignment are on duty.

D. All employees who are contacted under this section must acknowledge the text message or page by calling the Employer within thirty (30) minutes of the text message or page being sent, unless the call is delayed by exceptional

circumstances beyond the employee's control as determined by the Employer in its sole discretion. An Employee's failure to respond to a text message or page without exceptional circumstances on three (3) consecutive text messages or pages shall result in a written reprimand for the first occasion; subsequent violations may result in progressive disciplinary action up to and including termination. Exceptional circumstances do not include not receiving a text message or page unless such is due to a system failure.

- E. All employees are required to carry a communication device capable of receiving text messages. An employee shall provide the Employer with his/her personal cellular telephone number. If, upon ratification, an employee does not have a device capable of accepting compatible text messages from the Employer, then the Employer will continue to provide a pager until such time as the employee does have a cellular device capable of accepting compatible text messages from the employer.

The cellular device must receive a signal at all locations where the employee is likely to be during his or her time off. Management review of communication devices to confirm compliance with this Section shall be limited to that purpose. The parties agree, however, that management may request review of communication devices for other purposes, including but not limited to FOIA or disciplinary investigation.

- F. Probationary employees that have successfully completed the training program and have successfully completed two months of observations shall be added to the overtime roster and be credited with the lowest number of overtime hours worked by a fulltime member within the bargaining unit. No more than one probationary employee shall work on a particular shift without prior authorization of the Director or her/his designee.
- G. If the Employer violates the overtime policy, the remedy for any such violation in any grievance or arbitration will be to offer the next available overtime to the employee who should have received the overtime. No compensation for any such error shall be paid, except for the overtime pay subsequently earned in the correction of the error.
- H. If an employee is forced to work posted overtime, the employee shall not be required to work consecutive days of overtime nor may she or he work more than 5 consecutive days.
- I. An Employee who signs up and accepts voluntary overtime shall work the overtime as a scheduled day of work. If the Employee does not work the overtime he/she has accepted, he/she may be subject to disciplinary action. In the event the Employee cannot work the shift due to illness, a doctor's slip will be required when the Employee returns to work.

**Section 6. Compensatory Time.** Compensatory time may be authorized by the Director for time worked in excess of forty (40) hours in any workweek. Compensatory

time may be taken upon mutual agreement of the Employee and the Director. Employees shall not be allowed to accumulate compensatory time in excess of forty-eight (48) hours.

**Section 7. Training Time.** When the Director assigns an Employee (“trainer”) to work twelve (12) hours or more to train a new hire, the trainer will receive one and one-half hours of pay per twelve (12) hours at their straight time rate in addition to their regular pay. The training manual, training log, and the daily observation report (“DOR”) must both be used by the trainer in order to be eligible for the above additional compensation. The trainer compensation provided in this section may be received as additional pay or accumulated as compensatory time.

**Section 8. Court Time.** Employees subpoenaed to appear in Court on job-related matters while working will be allowed to attend Court as part of their scheduled workday. Employees subpoenaed to appear in Court on job-related matters at a time that would otherwise be off-duty time will receive one and one-half times their regular rate of pay for actual time spent responding to the subpoena. Any witness fee paid will be deducted from the wages so paid or will be returned to the Employer at the Employer’s choice.

**Section 9.** In the event no management team member is on duty for more than four (4) consecutive hours during a shift, the senior Telecommunicator on duty shall be responsible for call center operations and shall receive additional pay in an amount equal to 6% of the Telecommunicator’s regular straight time hourly rate for all hours so worked during the shift.

**ARTICLE 10**  
**LEAVES OF ABSENCE**

**Section 1. Personal Leave Accrual.** Full-time Employees shall be allowed twenty-four (24) hours of paid personal leave of absence each calendar year (except new hires). New hires shall receive leave of absence on a pro-rata basis effective one hundred twenty (120) days after the beginning of employment to the end of that calendar year. Personal leave time may be used only with prior approval of the Employer and may be used in conjunction with other accrued leave time with the prior approval of the Employer. All balances in the employee's Personal Leave Account must be used no later than the last full pay period of the year.

**Section 2. Military Leave.** Upon presentation of official orders for training, a full-time Employee who is a member of an armed forces reserve unit or the National Guard will be granted a leave of absence to engage in annual training. Upon presentation of compensation records identifying the date of and payment made for the training program, the Employer shall pay the difference between the compensation received for the training and the compensation that would have been received had the Employee worked as scheduled for up to ten (10) working days annually. In the event annual training exceeds the ten (10) working days, additional days shall be granted as a leave of absence without pay or charged against the Employee's accrued vacation leave if requested by the Employee. Employees in the National Guard who must serve one weekend per month shall have their work schedule accommodated for such service.

**Section 3. Jury Duty.** The Employer shall pay an Employee called for jury duty his/her regular straight time rate which he/she would earn if working, less an amount equal to the payment received for jury service (excluding mileage). The Employee must return to work and work any hours out of his/her scheduled workday that he/she is not actually on jury duty if released with one or more hours remaining on their work schedule. For shifts scheduled to begin at 5:00 p.m. or later, an Employee shall not be required to report to work for a period of four (4) hours after completion of jury duty that day.

In order to receive payment, an Employee must give the Employer at least two (2) days' prior notice that he/she has been summoned for jury duty, shall furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims such payment, and must furnish a copy of the payments received for jury duty.

**Section 4. Sick Leave.**

**PAID SICK LEAVE** - Full-time Employees unable to come to work for reasons of personal disability, sickness, diagnostic examination, or sickness or disability within the immediate family are eligible to use earned sick leave credits, provided that they notify the Director or his/her designee as soon as possible but no later than two (2) hours prior to the start of the shift for which the Employee will be absent unless emergency conditions make it impossible. Immediate family is defined as minor children, spouse and parents. It is expected that the Employee shall keep the Director advised as to his/her condition and the probable date of return.

A certificate (verification) by a physician selected and paid for by the Employer if not covered by the Employee's insurance may be required by the Director at any time,

stating the cause or causes of the sickness or disability and its expected duration or to verify same. The Employer will not pay for the doctor fee if the Employer's physician reports the Employee is not or was not sick. The Employer may require the Employee to obtain verification of illness from his or her own physician and at the Employee's expense in addition to or in lieu of the above.

In the case of a work incapacitating injury or illness for which an Employee is eligible for benefits under the County's Sickness and Accident Insurance program or the County's Workers' Compensation program, accrued sick or vacation leave credits may be utilized, at the Employee's request, to equalize the difference between the Employee's normal bi-weekly after-tax earnings and the disability or compensation benefits. If an Employee receives payments in excess of their regular salary, payments in excess shall be refunded to the County through payroll deduction or as otherwise determined by the Employer.

**SICK LEAVE ACCRUAL AND PAYMENT** - Effective one hundred twenty (120) days after the beginning of employment, full-time Employees shall accrue 4 hours sick leave per eighty (80) regular, straight time hours worked, and may accumulate up to 720 hours. The rate of accumulation shall be prorated for part-time employees. Any accumulated leave shall be forfeited upon termination of employment, except that upon the employee's death while the employee is employed with the County or upon retirement under the provisions of the County retirement plan, or upon resignation in good standing from the County with twenty (20) years or more of service, one-half of the employee's accumulated sick leave up to a maximum of 360 hours shall be paid. Any Employee who

accumulates more than 720 hours of sick leave under this policy or the former version of this policy may not accumulate additional sick leave until his or her total accumulated sick leave is less than 720 hours. At such time, the employee may again accumulate hours under this section up to a maximum of 720 hours.

**Section 5. Funeral Leave.** Full-time Employees shall be granted a leave of absence with pay not to exceed 3 days when death occurs in the immediate family defined as parents (step), spouse, children (step), mother-in-law, father-in-law, sister (step) and brother (step), and one day for grandparents. Such leave will not be deducted from sick leave. If additional leave time is requested, earned sick leave, vacation or unpaid time off may be authorized by the Director. Absences for other funerals are at the discretion of the Director. Full time employees shall be granted one (1) day leave of absence for the death of a niece or nephew and may use any accumulated time for that day.

**Section 6. Family and Medical Leave.** Beginning unit members shall have the same provisions, terms and conditions of the Family and Medical Leave Act apply to them as that which are applicable to non-union county Employees, which may change by resolution of the Board of Commissioners.

## **ARTICLE 11 HOLIDAYS**

**Section 1. Recognized Holidays.** Full-time Employees will receive eight (8) hours straight time pay for the following paid holidays, whether worked or not, and will be paid in a lump sum in a separate pay check the first pay day of December each year. If

the non-supervisory deputies unit of Clinton County agrees to a different method of payment, such method shall be applicable to this bargaining unit at the Employer's option.

NEW YEARS DAY	January 1
MARTIN LUTHER KING DAY	3 <sup>rd</sup> Monday in January
PRESIDENT'S DAY	3 <sup>rd</sup> Monday in February
MEMORIAL DAY	Last Monday in May
INDEPENDENCE DAY	July 4
LABOR DAY	1 <sup>ST</sup> Monday in September
VETERAN'S DAY	November 11
THANKSGIVING DAY	4 <sup>th</sup> Thursday in November
FRIDAY AFTER THANKSGIVING	
CHRISTMAS EVE DAY	December 24
CHRISTMAS DAY	December 25
NEW YEARS EVE DAY	December 31

**Section 2.** If an Employee works on a holiday or volunteers to work an open shift on a holiday, he or she will receive one and one-half (1-1/2) times his or her regular hourly rate of pay for all hours worked on that holiday if the start of the shift begins on the holiday. An employee who voluntarily accepts a call-in on a holiday, when the Employee is not otherwise scheduled to work, shall be paid two (2) times his or her regular hourly rate of pay for all hours actually worked due to the call-in.

**Section 3.** Eligible Employees shall only receive holiday pay if they work the scheduled day before and the scheduled day after a holiday, unless excused by the Director. Holiday scheduling is to be determined by the Director. To be eligible for holiday pay, the Employee must not be suspended for disciplinary reasons the day of, before, or after a holiday. To be eligible for holiday pay, the Employee must not be on layoff or an unpaid leave of absence, which unpaid leave includes workers' compensation and disability insurance. An Employee who is scheduled to work on a holiday but fails to

report to work, unless otherwise excused, shall not be entitled to holiday pay and may be subject to discipline.

**Section 4.** Eligible employees will receive holiday pay of 4 hours for Good Friday, but hours actually worked on Good Friday shall be paid at straight time unless another (non-holiday) applicable provision for premium pay applies.

**ARTICLE 12**  
**VACATIONS**

**Section 1.** Vacation is accumulated on a biweekly basis for 80 hours regular straight time hours worked according to the following schedule for full-time Employees:

<u>Years of Service</u>	<u>Rate</u>
0-4 months service	0
5 months through 5 years	3.08
6 years through 10 years	4.62
11 years through 14 years	5.39
15 years through 19 years	6.16
20 years and upward	6.93

Employees may utilize accumulated vacation time in units greater than one hour as approved in advance by the Director. An Employee shall not accumulate vacation credits at any one time during the year in excess of the following schedule based on his/her accrual rate:

<u>Accrual Rate</u>	<u>Maximum Vacation Credit Hours</u>
3.08 Hours	120 Hours
4.62 Hours	160 Hours
5.39 Hours	180 Hours
6.16 Hours	200 Hours
6.93 Hours	220 Hours

Employees shall not be eligible for any other type of compensation in lieu of credits in excess of the maximum. Upon termination of employment, the Employee shall be entitled to compensation for any earned but unused vacation time; however, Employees terminating within the first six (6) months of employment shall not be eligible for payment of any vacation credits.

**Section 2. Vacation Schedule.** Vacation selections shall be made each calendar year. The procedure for vacation selection shall be:

A. During the month of November, each employee shall have the opportunity to select one block of vacation time by seniority rotation for the next calendar year. The block can be any number of vacation days so long as the period of vacation time is not interrupted with a workday and so long as the vacation days are earned and available when taken. Starting with the highest seniority employee, an employee will have three work days to make his/her selection. The employee must be able to demonstrate he/she has or will have the number of vacation and personal hours accrued at the beginning of his/her vacation hours requested. Once an employee has made his/her selection, he/she shall pass the schedule to the next person on the seniority list or place the annual schedule in the next employee's mailbox. If an employee fails to complete his/her request within three working days, he/she loses the right of selection for that round and the vacation calendar will be passed to the next employee. Once a selection is made by an employee, that selection shall not be subject to being "bumped" by any other employees.

B. Upon completion of the selection process as set forth in paragraph A above, and until December 15, the annual vacation calendar shall be posted where it is accessible to all bargaining unit employees. Thereafter, if two or more employees place a request for time off on the calendar on the same day, the employee with the higher seniority will be awarded the time. Only one bargaining unit employee will be allowed to be on annual vacation at a time. After December 15, the vacation calendar shall remain posted, but all subsequent vacation requests for the calendar year will be considered on a first-come, first-served basis.

C. If an Employee withdraws any of his/her vacation days (either block or first-come/first-served), the Director shall amend the vacation calendar within five (5) weekdays (Monday through Friday) of the withdrawal. Employees who desire to withdraw their vacation must do so in writing within fourteen (14) days prior thereto unless waived by the Director.

D. Notwithstanding any contrary provision, the Employer reserves the right to deny vacation requests in order to maintain proper staffing. However, vacation requests shall not be unreasonably denied. No more than one employee may be on vacation, on the same shift, without the approval of the Director. The definition of employee for the purpose of this paragraph D only is bargaining and non-bargaining staff performing dispatch duties. If staffing levels are below full staffing, only one employee per day may be allowed off until the Employer is fully staffed. The Director will advise the staff two weeks in advance if the "one person off" requirement will be implemented.

E. Employees cannot take the same vacation period in consecutive years unless no other Employee signs up for the same period.

**ARTICLE 13**  
**INSURANCE**

**Section 1. Hospitalization & Dental Insurance.** Effective January 1, 2013, and except as provided in this Section, after ninety (90) days, any employee's spouse who is eligible for health care coverage\* through another employer, and whose premium-sharing cost for a single person, two person or family does not exceed 20% of the premium sharing cost of Clinton County's high-option plan for a single person, two person or family, must enroll for the coverage for himself/herself in order to enroll/maintain coverage under the Clinton County health care plan.

\*Health care coverage is defined as any plan that includes a reasonable level of coverage for medical services, hospitalization, and prescription drugs.

**Section 2. Hospitalization Insurance Co-Pays.** Effective upon ratification of this Agreement, an eligible employee receiving hospitalization insurance under this Agreement shall pay monthly premium co-pays, depending on the level of coverage selected by the employee. Premium co-pays may be changed for any hospitalization insurance plan, but the amount of any premium co-pay shall not be more than that paid by any non-union Employee participating in the hospitalization insurance plan. Premium co-pays may be paid by an employee with pre-tax dollars should the employee elect to participate in a pre-tax spending plan to be offered and administered by the Employer.

**Section 3. Selection of Health Care Plans.** The Employer may change hospitalization insurance plans and coverage levels, dental insurance plans and coverage levels, and vision insurance plans and coverage levels, including in each case, changes in deductibles, co-pays, and premium co-pays, provided:

A. The plan(s) selected or changes made, including premium co-pays, are at least equivalent to the plan(s) offered or changes made to the plan(s) of other union and non-union Employees of the Employer, except for any plan(s) applicable to employees represented by the Capitol City Lodge, No. 141 Fraternal Order of the Police, COAM, and the Public Employees Representative Association, Local 100. Further, it is agreed that members of this bargaining unit will not pay or contribute to a premium co-pay in any sum greater than the premium co-pays assessed to non-bargaining unit employees of the Employer for the same level and category of insurance benefit.

B. The Employer first meets and negotiates with the Union over all changes to the plan(s) prior to the effective date of the changes. Should the parties be unable to agree on such changes, they shall first utilize the services of a state-appointed mediator before any changes are implemented.

Any future increase in the premium co-pays associated with medical and health insurance benefits, above those recited in the terms of this Article, shall be tied directly to actual premium increases for such benefits incurred by the Employer and shall be assessed to the Employee in an amount not to exceed the sums established by the following formula: Employee contributions to increased premiums shall not exceed the sum represented by fifty (50%) percent of the premium increase, after three (3%) percent

is first deducted. (Percentage increase less 3% divided by 2; for example, if the premium increases 9%, the Employer will pay the first 3% and one-half of the remaining 6%. Employees would pay the other one-half of the remainder, or 3%).

**Section 4. Selection of Insurance Carriers.** The Employer reserves the right to select or change any or all insurance carriers provided the level of benefits remains substantially the same.

**Section 5. Supplemental Insurance.** Upon request by the Union or an Employee, the Employer will administer at no cost to the Union or an Employee, an AFLAC supplemental insurance plan. Any premium cost associated with any such plan shall be the sole responsibility of the Employee electing to participate in such plan.

**Section 6. Health Insurance for Retirees.** Employees who retire and are drawing retirement benefits from the Employer shall have the same terms and conditions for health insurance benefits apply to them as are provided to non-union County retirees which may change by resolution of the Board of Commissioners.

**Section 7. Disability Insurance.** Bargaining unit members shall have the same provisions, terms and conditions for disability insurance apply to them as are provided to non-union county Employees, but the waiting period shall not exceed ninety (90) days. Such provisions, terms and conditions may change by resolution of the Board of Commissioners.

**Section 8. Continuation of Benefits.** Notwithstanding any contrary provision, there shall be no liability whatsoever on the part of the Employer for any insurance premium for an Employee or Employees who are on layoff or leave of absence, other

than paid sick leave or FMLA, beyond the date upon which such leave of absence or layoff commences. If an Employee is granted a paid sick leave of absence, the Employer agrees to continue its applicable insurance contribution for a period of no more than three (3) months. This three months coverage includes disability insurance coverage.

**Section 9. Life Insurance.** The Employer shall provide and pay the premiums for \$20,000 of life insurance for each full-time Employee under the terms and conditions of its policy with the insurance carrier.

#### **ARTICLE 14** **WAGES AND RETIREMENT**

**Section 1. Rates.** See attached Appendix A. The Employer may start a new Employee at either the starting wage or one year wage level, based upon the applicant's prior experience.

**Section 2. Step Increases.** Step increases indicated at the Employer's salary progression plan are not automatic. If the Director wishes to have personnel receive a step increase, the Director shall submit same to the Employer for implementation. If the Director does not recommend personnel for a step increase, the Director will notify the affected Employee and the POAM Steward in writing prior to the Employee's anniversary date. The Director's decision to grant or deny a step increase shall be based upon an Employee's evaluation. POAM may grieve the denial of a step increase.

**Section 3. Retirement.** For Employees as of the date of this Agreement, Employees will be provided with the MERS B-2 at the Employer's cost and vest after ten (10) years of service. Employees must be 60 years old to draw retirement benefits.

Since a majority of Employees so-approved on or before December 31, 2003, Employees will also be provided with the MERS B-3 benefit at the Employees' cost through payroll deduction.

Effective April 1, 2005, Employees will be provided with the FAC-3 Rider at the Employer's cost.

Effective January 1, 2008, existing Employees will be provided with MERS B-3 at the Employer's cost.

Employees hired after January 1, 2008, shall be enrolled in the MERS Benefit Program Defined Contribution. The County will contribute on behalf of each participant 6% of earnings for each plan year. Each participant is not required to contribute, but can at the time of hire make a one-time election to contribute 2% of their earnings, of which Clinton County will match for a total Employer and Employee contribution of 10%. If the County changes its policy for non-union employees to require new hires to elect not to contribute 2% of their earnings to this Program, such requirement shall apply to new hires within this bargaining unit.

Effective January 1, 2020, the definition of compensation for purposes of computing FAC under the MERS Defined Benefit Plan shall include Base Wages only. Employees enrolled in the DB Plan shall retain any and all constitutionally accrued pension benefits reported to MERS prior to January 1, 2020. FAC shall be computed at termination.

**ARTICLE 15**  
**CAPTIONS**

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

**ARTICLE 16**  
**NEW CLASSIFICATIONS**

Whenever the Employer establishes a new classification within the collective bargaining unit, POAM shall be notified of the rate of pay assigned to the classification. POAM shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should POAM timely object to the rate of pay assigned to a new classification, representatives of the Employer and POAM shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer after MERC mediation.

**ARTICLE 17**  
**POLICIES**

**Section 1. Resignation.** Should an Employee decide to leave employment, a minimum of two (2) weeks prior notice in writing must be given to the Director. Failure to provide two (2) weeks notice will result in loss of accrued vacation time.

**Section 2. Personnel Records.** Personnel records are maintained in the County Administration Office. As required under State law, Employees have the right to review

and have a copy made of their personnel files provided the Director or a designee is present during the review.

**Section 3. Outside Employment.** While outside or supplemental employment is discouraged, Employees may engage in such employment in accordance with the following limitations.

An Employee who participates in outside or supplemental employment will notify the Director in writing prior to engaging in such employment. The following guidelines shall be applicable to Employees engaged in outside or supplemental employment.

Employees engaged in outside or supplemental employment shall:

- (a) Not use Employer facilities as a source of referral for customers or clients.
- (b) Not be engaged in during Employee's normal working hours.
- (c) Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.
- (d) Not use Employer supplies; facilities, staff or equipment.
- (e) Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.
- (f) Not cause any incomparability, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employee's duties.

The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

**Section 4. Address Changes.** It is each Employee's responsibility to notify the Employer in writing of any change in name, address and telephone number as promptly as possible after such change has been made. The Employer shall be entitled to rely

upon an Employee's last name and address and telephone number shown on his record for all purposes involving his employment.

**Section 5. Bulletin Board.** The Employer shall make bulletin board space available at the bargaining unit Employees' work area which may be used by the Employees for posting notices related to POAM affairs only.

**Section 6. Safety.** The Employer and POAM will cooperate to achieve a safe working environment. The Employer shall make reasonable provisions to maintain its equipment in safe operating condition and equipped with safety appliances as prescribed by law.

**Section 7. Mileage.** Employees required to use their vehicles for County business will be compensated upon written verification of same at the rate per mile established pursuant to County policy.

**Section 8. Travel Time.**

A. Overtime will be paid for travel time to and from training not held at the work site when the total hours for travel, training and work exceeds forty (40) hours for the workweek.

B. All full-time non-probationary Employees shall maintain their place of residence within twenty (20) miles of the Clinton County boundary.

**Section 9. Direct Deposit of Payroll.** All members are required to participate in the County's direct deposit of payroll program.

**Section 10. Dress/ Uniform.** Employees will be provided with approved Clinton County Central Dispatch shirts with logos at no cost to the employee, which shirts shall

be worn on duty. If an employee purchases an approved item, such as a sweater or jacket for wear in the workplace, the County will provide the logo for such item at no cost to the employee. Employees are responsible for reporting to work in such other clothing and shoes as is appropriate for the workplace.

**Section 11. Attendance Incentive Program.**

A. Full time, non-probationary employees who meet the qualifying requirements shall receive the following:

1. If an employee uses 11.5 hours or less sick leave in one calendar year, the employee shall receive an additional three (3) days of paid vacation at the second pay period of the following year.

2. If an employee uses more than 11.5 hours, but 23 hours or less sick leave in one calendar year, the employee shall receive an additional two (2) days of paid vacation at the second pay period of the following year.

3. If an employee uses more than 23 hours, but 34.5 hours or less sick leave in one calendar year, the employee shall receive an additional one day (1) of paid vacation at the second pay period of the following year.

B. A calendar year is defined as January 1 to December 31.

C. Qualifying requirements:

1. An employee must not be on probation during the calendar year

2. An employee must be employed by Clinton County Central Dispatch for one year or more

D. This section shall expire on December 31, 2019.

**ARTICLE 18**  
**SEPARABILITY**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of operation of law or be a decree by a Tribunal or Court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof.

If any provision of this contract is held invalid or the enforcement or compliance with same is prevented by the occurrence of one, or more, of the events described above, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

**ARTICLE 19**  
**SUBCONTRACTING**

Notwithstanding any contrary provision in this contract, the Employer reserves the right to, at any time, subcontract or combine with other entities to do bargaining unit work; to purchase any or all work processes or services from other entities when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical or beneficial to have work performed by others. Prior to subcontracting bargaining unit work under this Article, the Employer shall provide sixty (60) calendar days' notice to POAM if an Employee is to be laid off as a result of the subcontracting. Upon request, the Employer or its designated representatives shall meet with POAM officials to discuss the impact of the proposed subcontracting on the members of the bargaining unit within the above sixty (60) day

period. However, the decision to subcontract is not grievable and shall be within the Employer's sole discretion.

## **ARTICLE 20** **STEWARDS**

**Section 1.** The Employer recognizes the right of POAM to designate a Steward and an alternate. The alternate Steward may exercise the functions of a Steward only when the Steward is absent.

The authority of the Steward and alternate so designated by POAM shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

**Section 2.** POAM agrees that the Steward and the alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with any functions of the Employer. In no event shall the Steward leave his/her work to investigate grievances without first obtaining permission from the Director. The Director may require the Steward to investigate and/or present grievances during other than working hours in the event that the Director believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

**Section 3.** POAM will furnish the Employer, in writing, with the names of its Steward and all officials of POAM responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer

may at all times be advised as to the authority of individual representatives of POAM with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

**ARTICLE 21**  
**POAM BARGAINING COMMITTEE**

**Section 1.** The Bargaining Committee shall include not more than two (2) Unit Employees. In addition, it may include not more than two (2) non-Employee representatives from POAM. POAM will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary. Bargaining shall take place at mutually agreed upon times.

**Section 2.** One Employee member of the Bargaining Committee will be paid for the time spent in negotiations in the event he/she is scheduled to work during a bargaining meeting but only for straight time hours they would otherwise have worked on their regular shift. The Employee shall return to his/her work station after negotiations have terminated, provided that there is time left in their normal schedule. The Employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of his/her normal shift.

**ARTICLE 22**  
**PYRAMIDING OF PREMIUM PAY**

There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

**ARTICLE 23**  
**WORKERS' COMPENSATION**

Employees are covered by the Workers' Compensation Laws of Michigan. Any Employee involved in a work related accident or injury must report that accident or injury to the Director as soon as possible after the mishap and fill out the proper reporting forms.

An Employee receiving Workers' Compensation payments shall not earn vacation and sick leave credits while on Workers' Compensation nor shall they be eligible to receive holiday pay. In the event an Employee is off work and is being compensated under the Workers' Compensation Law for an on-the-job injury or illness, the Employer will continue for eligible Employees for a maximum of ninety (90) days from the date of the injury, to pay the premiums on health and life insurance. Thereafter, the Employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Workers' Compensation.

**ARTICLE 24**  
**GENDER**

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

**ARTICLE 25**  
**WAIVER**

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute

the sole source of any and all rights or claims which may be asserted hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to Employees covered by this Agreement. Both parties accordingly 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 that right and opportunity are set forth in this Agreement. Therefore, the Employer and POAM, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 26**  
**NON-BARGAINING UNIT PERSONNEL**

**Section 1. Part-Time Telecommunicators.** The Employer shall have the right to employ part-time telecommunicators. Regularly scheduled part-time telecommunicators who work twenty-four (24) hours a week or more shall receive the following fringe benefits on a pro-rata basis: (1) vacation, (2) sick leave, and (3)

retirement, but shall not receive any other benefits, such as, but not limited to, holiday pay, health and life insurance.

The Employer shall not layoff full-time Employees while two or more regularly scheduled part-time Employees are being utilized. The Employer shall not use part-time Employees to replace any full-time telecommunication positions except as provided below. However, a full-time position could be replaced by one part-time Employee. Part-time Employees may be used while a vacant position, or positions, is being filled and under other circumstances in order to properly maintain 911 operations.

Part-time Employees will not accrue any full-time seniority under the terms of this Agreement.

Regularly scheduled part-time telecommunicators shall be subject to the dues checkoff provisions of Article 3. No part-time telecommunicator, whether regularly scheduled or irregular part-time, shall be subject to the grievance procedure provisions set out in Article 4 in relation to matters of discipline or discharge.

**Section 2.** The Director and/or supervisors or other Central Dispatch personnel may perform bargaining unit work at any time.

**Section 3.** The Employer will not layoff full-time Employees and hire irregular part-time Employees to take their place.

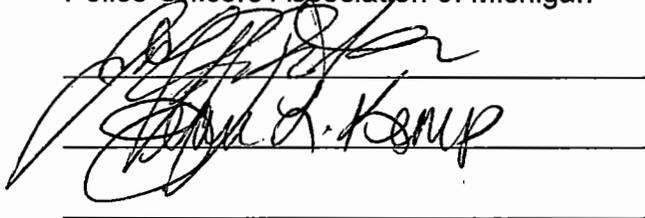
## **ARTICLE 27** **DURATION**

This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31<sup>st</sup> day of December, 2019. Not earlier than ninety (90) days

prior to the expiration of the contract either party may request that the other commence negotiations.

Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

Police Officers Association of Michigan

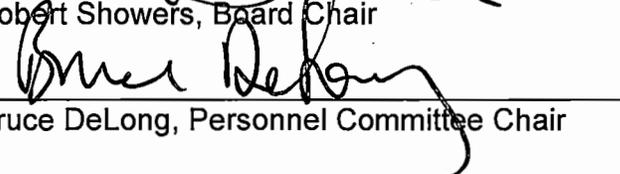
  
\_\_\_\_\_  
John A. Kemp  
\_\_\_\_\_

Dated: 8-27-17

Dated: 8-27-17

Dated: \_\_\_\_\_

Clinton County Board of Commissioners

  
\_\_\_\_\_  
Robert Showers, Board Chair  
  
\_\_\_\_\_  
Bruce DeLong, Personnel Committee Chair

Dated: 8-29-17

Dated: 8-29-17

**APPENDIX A**

**WAGES Upon Ratification, for 2017**  
**TELECOMMUNICATOR**

	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>
Annual	\$34,915	\$38,207	\$39,859	\$41,503	\$43,083
Hourly	\$16.79	\$18.37	\$19.17	\$19.95	\$20.72

**WAGES STARTING JANUARY 1, 2018 (Increase 2%)**  
**TELECOMMUNICATOR**

	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>
Annual	\$35,613	\$38,971	\$40,656	\$42,333	\$43,944
Hourly	\$17.13	\$18.74	\$19.55	\$20.35	\$21.13

**WAGES STARTING JANUARY 1, 2019 (Increase 2%)**  
**TELECOMMUNICATOR**

	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>
Annual	\$36,325	\$39,751	\$41,469	\$43,180	\$44,823
Hourly	\$17.47	\$19.11	\$19.94	\$20.76	\$21.55

A one-time signing stipend of \$750 will be paid to each full-time member of the bargaining unit employed with the County on the date of ratification. The stipend will be paid on the first payroll date that is one week or more after ratification by both parties.