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AGREEMENT

between

THE COUNTY OF BERRIEN

-and-

POLICE OFFICERS LABOR COUNCIL

Representing

Communications Center Supervisors

Effective: January 1, 2025 through December 31, 2027

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is entered into this 23rd day of December 2024, effective January 1, 2025, 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 Communications Center Supervisors I and II

Section 2. Reference to Gender. All references to employees in this Agreement designate all sexes, and wherever the male gender is used, it shall be construed to include all 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 name 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 two (2) bargaining unit members, including the Unit Chairman. No such members shall function, until the Department Head has been notified in writing of their names.

(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) **Union Dues.** No employee shall be required to join the union or pay money to the union in order to have the right to work for the employer. All employees have the right to join, not join, maintain or drop their membership in the union as they so desire and regardless of what individual voluntary choice is made by an employee, it shall not affect the employee's employment with the employer.

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 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, 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 present the grievance in written form to the department head. 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 will reply in writing to

the grievance within seven (7) working days following receipt of the grievance or the meeting if one is held.

Section 4. Arbitration. Within twenty (20) working days following receipt of the Employer's answer in STEP ONE 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.

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 two thousand eighty hours (2080) hours of work, exclusive of overtime, 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 this agreement shall serve a 12 month 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 fourteen (14) 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 work performed in a workday up to eight (8) hours a day inclusive of scheduled vacations, sick time, or other paid leaves, 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 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 (12) consecutive hours. Alternatively, the Director or Assistant Director will assign staff as needed, in excess of twelve (12) consecutive hours, to paid at two times the supervisor'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.** A supervisor who attends an off duty meeting on a scheduled work day 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. If a meeting occurs on a scheduled day off, the employee will receive time and one-half for a minimum of three (3) hours, or for the actual time spent in the meeting if greater than three (3) hours.

(e) **Compensatory Time.** An employee may earn a maximum of 120 hours of compensatory time per calendar year. Compensatory time may be used throughout the year following the established departmental approval process, which includes that compensatory time can only be requested after it has been earned. Twenty-four (24) hours may be carried over to the next calendar year. The balance of compensatory time remaining on November 30 of each calendar year will be paid at that year's rate of pay on the second payroll check in December of the current calendar year.

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 at least 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. Employees shall begin accruing paid sick leave at the start of their employment. Sick leave shall accrue at the rate of four (4) hours 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.

Section 5. Bereavement Leave. In case of death in his immediate family, an employee shall be granted a leave of absence with pay for bereavement leave with the following stipulations:

1. Such leave shall not exceed five (5) working days for current spouse, children or the employee's parents.

2. Such leave shall not exceed three (3) working days for stepchildren, grandparents, grandchildren, sisters, brothers, step-sisters, step-brothers, step-parents, spouse's parents, spouse's grandparents, spouse's sisters or brothers or any other relative residing in the employee's household.
3. In the event of a death of an aunt or uncle, niece or nephew of the employee only, an employee may utilize one accumulated sick day to attend the funeral/memorial.
4. 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. 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 fifty-six (56) hours, with pay, for the purposes of employees attending functions of the Labor Council. No more than two (2) supervisors are allowed to union leave per 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
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
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. For employees who have been employed with the County for ten (10) continuous years or more, a second personal leave day, which will not be subtracted from accumulated sick leave, per anniversary year will be granted. Personal leave days do not accumulate or roll over year to year.

Section 3. Holiday Eligibility.

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

(i) He is a full-time employee.

(ii) He must either:

(a) Work his entire scheduled workday on a recognized holiday or be on approved compensatory or vacation time (not related to FMLA)

(b) Not be scheduled to work on the holiday

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

In addition, if an employee is scheduled to work a shift which begins on a recognized holiday, and if the employee works the holiday, they will receive his straight time base rate and receive holiday premium to be compensated at an additional rate of half straight time rate of pay for all hours worked. Holiday premium can be taken in pay of compensatory time at the equivalent rate. 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 recognized holiday is defined as the 24 hours period starting at 0600 hours on the day of the recognized holiday. A shift that begins on a non-recognized holiday but ends on a recognized holiday is not eligible for holiday premium. Employees shall elect in writing by January 1 of each calendar year to receive their holiday pay and holiday premium either in the form of pay or compensatory time (until their bank reaches the maximum number of hours).

(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 on the holiday if scheduled to work 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 six (6) months of continuous employment, employees shall be entitled to forty (40) hours of vacation at their regular pay. At one (1) full year of continuous employment, employees are entitled to forty (40) additional hours of vacation at their regular pay. At 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 or via scheduling software. The Department Head shall determine the permissible number of employees who may be absent at any one time in the Department. Vacation approval will be determined by seniority on the first day requests are accepted for

the upcoming time period. Requests after that first day will be scheduled on a first come basis.

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 240 hours 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 two hundred forty (240) hours of vacation and shall begin accruing vacation time only after the employee's accumulated vacation time falls below 240 hours.

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, 2025 through December 31, 2027.

(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 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(s) by the Director or Assistant Director in a classroom environment or off the dispatch floor will receive one-quarter (1/4) hour of straight time pay for each hour of a shift in which they work with an assigned trainee(s) Certified Training Officers who are assigned a trainee by the Director or Assistant

Director on the dispatch floor, will receive one-quarter (1/4) hour of straight time pay for each hour of a shift in which they work with an assigned trainee. If a Certified Training Officer is assigned by the Director or Assistant Director a second trainee while working the dispatch floor, they will receive an additional one-eighth (1/8) hour of straight time pay for each hour of a shift in which they work with the second assigned trainee. Certified Training Officers may place these straight time hours into the comp bank. Certified training officers are allowed to utilize up to an additional two (2) hours of overtime each training week they are assigned a trainee(s) to complete tasks related to training, including, but not limited to, DOR completion and creation of additional training material.

Section 5. Job Shadowing Compensation. An employee who is assigned a job shadow (intern, BCSO staff, potential hire, citizen sit-in) by the Director or Assistant Director shall receive one-eighth (1/8) hour of straight time pay for each hour of a shift in while they work with a job shadow.

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 unit members shall pay 20% toward the cost of the health care premium on and after January 2016.

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 two-hundred fifty dollars (\$250.00) 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. Employees hired on or after January 1, 2013 shall not be eligible for employer sponsored retiree health care. Employees hired by the County before January 1, 2013 who are promoted from the dispatcher/call taker unit and who are eligible for retiree health care will remain eligible even if promoted after January 1, 2013.

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) dollars 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 of 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.

Once per calendar year, during open enrollment, an employee may select dental and vision insurance coverage, as described in Appendix D, in place of dental and vision reimbursement. Said election shall remain in force for the next calendar year. Employees will be responsible for a portion of the monthly premium, currently 20%, which will be deducted from the employee's payroll check.

Employees may be covered by either dental and vision reimbursement or dental and vision insurance. If a selection is not made during open enrollment, the employee will be placed in the dental & vision reimbursement plan.

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 final average compensation as determined under the Amended Pension Plan for the life of the retiree. For employees hired on or after January 1, 2013, the retirement multiplier shall be 2.2% with the 75% FAC cap. If an employee is promoted from the dispatcher/call taker unit and has a 2.8% multiplier under that bargaining agreement, they will maintain that multiplier unless that term of employment is collectively bargained away or changed through future negotiations.

(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 or ten years if hired after January 1, 2010.

(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.

(h) If the defined benefit pension plan is closed to new hires and if a dispatcher who is still a member of the defined benefit pension plan is promoted into the supervisory unit, they will be allowed to continue participation in said defined benefit plan.

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.

Section 12 Emergency Number Professional: Communication Center Supervisors who acquire and maintain emergency number professional (ENP) certification through the National Emergency Number Association (NENA) will receive a five hundred (\$500) dollar payment each calendar year to be paid on the last payroll check of the calendar year.

Section 13. Registered Public Safety Leader Communication Center Supervisors who acquire and maintain registered public safety leader (RPL) certification through the Association of Public Safety Communications Officials (APCO) will receive a five hundred (\$500) dollar payment each calendar year to be paid on the last payroll check of the calendar year.

Section 14. Language Incentive Program. Communication Center Supervisors who are certified by the Employer designated testing vendor to interpret Spanish language shall receive \$50 per pay period that the employee works at the console at least 16 hours, whether said employee is required to use the Spanish interpretation skill or not. The employee is responsible for the initial cost of the certification test, but upon successful certification, the employee may submit for reimbursement of the successful certification test cost. Once certified, the employee shall be required to re-certify every two years. The Employer will pay for the first recertification test

every two years. If the employee fails to achieve the recertification, then the employee must pay for any subsequent retest prior to receiving the interpretation stipend.

Section 15. Closure of County Facilities. When the non-essential services of the County are closed for a full work day by order of the Chairman of the Board of Commissioners, employees actually working on the dispatch floor in a shift encompassing 6:00 a.m. on the date of the closure and ending 6:00 a.m. on the day after the closure shall be compensated with two (2) hours of straight comp time for working while the non-essential County services were closed. If the employee is at the comp time maximum, two additional hours of straight time pay will be provided.

Section 16. Special Assignment. Special Supervisor Assignments (e.g. Quality Assurance) will be for a minimum of 2 years and will be paid at the Supervisor 2 rate. The term may be extended upon mutual agreement between the employee so assigned and the Employer. All bargaining members that submit letters of interest shall be considered for the Special Assignment. If an individual is placed in the special assignment who doesn't meet the qualifications for Supervisor 2, he would be classified as a Supervisor 1 being paid in the Special Assignment as a Supervisor 2, and at the end of the assignment would return to the Supervisor 1 rate of pay. The work schedule for Special assignments will be determined by the Employer.

ARTICLE 18

DURATION


Section 1. **Duration.** This Agreement shall remain in full force and effect from January 1, 2025 to midnight December 31, 2027, 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 3rdth day of March 2025.

COUNTY OF BERRIEN:

POLICE OFFICERS LABOR COUNCIL:

Caitlin Sampsell
911 Administrator



Jason Owen
POLC Field Representative

Brian Dissette
County Administrator

Negotiating Team

Appendix A

	Supervisor 2	Supervisor 1
CY 2025		
Step 1	\$62,355	\$50,400
Step 2	\$64,382	\$57,682
Step 3	\$66,474	\$60,315
Step 4	\$68,634	\$62,369
Step 5	\$70,865	\$64,423

CY2026 (+4%)

Step 1	\$64,849	\$52,416
Step 2	\$66,957	\$59,989
Step 3	\$69,133	\$62,728
Step 4	\$71,379	\$64,864
Step 5	\$73,700	\$67,000

CY2027 (+4.5%)

Step 1	\$67,767	\$54,775
Step 2	\$69,970	\$62,689
Step 3	\$72,244	\$65,550
Step 4	\$74,591	\$67,783
Step 5	\$77,017	\$70,015

APPENDIX C

LETTERS OF AGREEMENT

The following Letter of Agreement is attached hereto and made a part of the collective bargaining agreement:

1. 12 hour shifts

LETTER OF UNDERSTANDING
Between the County of Berrien and
Police Officers Labor Council
Representing: Communication Center Supervisors

Re: Twelve & Four Hour Shift Schedule Agreement

Currently the County of Berrien and the Police Officers Labor Council (POLC) Communication Center Supervisors have two letters of understanding regarding a 12 and 4 hour shift schedule for all supervisors assigned to the dispatch floor. The parties would like to combine these two letters into one. This letter of understanding updates and confirms the terms and conditions of the 12 and 4 hour schedule.

1. Reservation of Authority. The Director retains the right to discontinue the 12 and 4 hour shift schedule and return to an 8-hour shift schedule at any time, unless all parties later specifically negotiate to change this reservation of authority. Similarly, if the bargaining unit indicates their majority desire to return to an 8-hour shift schedule, 12 and 4 hour shifts will be discontinued. If the schedule returns to an 8-hour schedule, the parties will discontinue the remaining terms of this agreement and follow the terms in the negotiated collective bargaining agreement.
2. Hours. The normal biweekly pay period will consist of 80 hours. Each week will have 40 hours which will consist of three 12-hour shifts and one 4-hour shift. In the event that fewer than 40 hours have been scheduled for an employee during a week, the employee will be responsible to work with the appropriate supervisor to work the additional hours necessary to complete the normal 40 hour week or to use approved leave time to make up that difference.

3. Overtime Article 10 Section 2 (a):

Work performed on a regularly scheduled four (4) hour shift day greater than four (4) hours, up to twelve (12) hours, will be paid at time and one-half the straight time rate. Work performed on a four (4) hour workday greater than twelve (12) hours will be paid at double the straight time rate, provided the time worked is mandated by either the Assistant Director or Director. Work performed on a twelve (12) hour workday, greater than twelve (12) and up to fourteen (14) hours, will be paid at time and one-half the straight time rate. Work performed on a twelve (12) hour workday in excess of fourteen (14) hours will be paid at double the straight time rate, provided the time worked is mandated by either the Assistant Director or Director. The union agrees to allow the Director or 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 (12) hours on a regularly scheduled four (4) hour workday, or fourteen (14) hours on a regularly scheduled twelve (12) hour workday. Alternatively, the Director or Assistant Director will assign staff as needed, in excess of twelve (12) consecutive hours on a regularly scheduled four (4) hour workday, or in excess of fourteen (14) consecutive hours on a regularly scheduled twelve (12) hour workday, to be paid at two time the employee's rate of straight time pay.

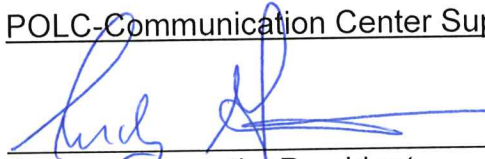
If an employee is on a voluntary trade with another employee the above overtime language will not be applicable to the traded hours and the following rules must be adhered to regarding the trade:

1. The trade must be hour for hour
2. The trade must occur in the same pay week
3. The trade cannot have an employee working more than 14 hours
4. An employee must still have 40 hours of base schedule for the pay week
5. Overtime policy shall be followed regarding adequate time off between shifts

4. Personal Leave Day Article 12 Section 2:


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 first personal leave day will be 12 hours, or 4 hours if scheduled on a "Kelly Day". The second personal day would be 12 hours, or 4 hours if it is scheduled on a "Kelly Day," drawn from sick leave. The personal leave day is to be arranged in advance with the designated Department Head's representative.

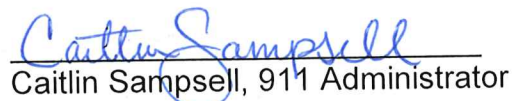
POLC-Communication Center Supervisors


Anthony Gousetis, President
Date: 12/23/24


Jason Owen, Business Representative
Date: 12/23/24

County of Berrien


Brian Disette, County Administrator
Date: 12-27-24


Caitlin Sampsell, 911 Administrator
Date: 12/23/2024