

Livingston County 911 Central Dispatch

Employer Package Proposal

December 14, 2023

TA 12/13/23
MP 12/15/23
12/15/23

~~14.2. Employees will be allowed the option to purchase forty (40) hours of purchased vacation time through December, 2023, under the County's Flexible Benefit Cafeteria Plan. Thereafter, the option to purchase vacation time shall cease. Purchased vacation time shall be accrued quarterly on a pro-rated basis.~~

15.2. Employer withdraws proposal made 10/19/2023

15.3. Employer withdraws proposal made 10/19/2023

19.1. Scheduling the Work Week. The Livingston County Dispatch Center is a 24-hour facility and will operate 24 hours per day, 7 days per week, including holidays. Employees shall be scheduled to work at the discretion of the Employer. The work schedule shall be posted in advance. All schedules are subject to change based on the needs of the Employer as determined by the Employer. The ability to work the full shift as scheduled by the Employer is an essential function of the position. Personnel shall not work in excess of sixteen (16) hours in a twenty-four (24) hour period, and there must be eight (8) hours off-duty time between regularly scheduled work hours, except in cases of declared communications emergency. Should an employee be held over or called back **after working sixteen (16) hours in a twenty-four (24) hour period** and there is less than 8 hours between the end of the hold over shift and the next scheduled shift, the Employee shall be granted paid administrative leave if necessary to cover previously scheduled work hours in order to achieve an 8 hour rest period.

19.4. Overtime. The ability to work overtime as scheduled by the Employer is an essential function of the position. Eligible employees who are required to work in excess of forty (40) hours per week (Sunday through Saturday) will be eligible for the overtime compensation. Prior approval of overtime is required by the Director or his/her designee. Non-exempt employees who are required to work in excess of forty (40) hours in any one

week shall be compensated at the rate of time and one-half (1.5X) their regular rate of pay for all such hours.

A. No later than the date of the execution of this Agreement, the Union shall file with the National Labor Relations Board a request for a bona fide labor organization certification under Section 7(b) of the Fair Labor Standards Act of 1938. The Employer will cooperate with the posting and other procedures as may be required.

B. Upon approval by the NLRB on bona fide labor organization certification --full time employees scheduled for 8 and/or 10 or 12 regular shifts, or any combination thereof, shall be paid time and one-half (1-1/2) at the employee's straight time regular rate of pay shall be paid for hours actually in which the aggregate number of hours exceeds eighty (80) hours in a period of fourteen (14) consecutive days or if a tour of duty of less than fourteen (14) days is established by the Employer, the aggregate number of hours in such tour of duty which bears the same ratio to the number of consecutive days within the worked period as eighty (80) hours bears to fourteen (14) days. If the Director elects 12 hour shifts and an eighty (80) hour two week aggregate, hours worked beyond twelve (12) per day shall be paid time and one-half (1-1/2) the employee's straight time regular rate of pay.

1. Time calculations – Time worked will be paid to the nearest one-tenth of an hour. Example: an employee reports to work at 6:04 rather than the expected 6:00 starting time, the employee's pay shall begin at 6:06. However, if an employee reports at 6:03, the employee would have to be paid as if he/she had commenced work at 6:00.

2. Compensation time: An employee, may earn compensatory time off at the rate of time and one-half (1.5X) per hour worked overtime in lieu of overtime pay. Compensatory time off shall be taken at a time mutually agreeable to the Director or his/her designee and the employee. Such time cannot accumulate in excess of forty (40) hours. Overtime must be paid for any time accumulated in excess of forty (40) hours. Compensation at the rate of time and one half (1.5X) will be paid to employees for compensatory time not taken upon their separation from the County.

3. Any unscheduled forced holdover which causes an employee's work period to be extended after the employee's shift shall be compensated at one and a half (1 ½) ~~two (2)~~ times the employee's normal rate of pay.

NOTE: "days" as used in the contract for all benefits (such as paid time off) accrual and use shall continue to mean eight (8) hours.

NEW 19.7 Tactical Dispatching Premium: Tactical Response Team: Full-time employees covered by this Agreement who are assigned to the Tactical Response Team shall be paid 2.5 times their regular hourly rate while participating in tactical operations while on-scene.

20.1. 12-Hour Shifts. The Employer reserves the right to implement 12 hour shifts (excluding breaks) upon thirty (30) days' notice. After implementing 12 hour shifts, the Employer reserves the right to return to 8 hour shifts upon sixty (60) days' notice. **It is understood by the parties that the employer may continue to institute a combination of both 12 hour and 8 hour shifts, upon sixty (60) days' notice.** The ability to work the full shift as scheduled by the Employer is an essential function of the position. Any medical scheduling limitation shall be limited to ninety (90) days, subject to initial and periodic medical verification in accordance with 16.1 (G)(3).

21.1. Employees off duty called into court or Tactical Response Team for business related matters shall be paid at the rate of time and one-half for a minimum of ~~two (2)~~ **three (3) hours, inclusive of the court appearance or time spent performing on the Tactical Response Team.** In the instance where an employee that is assigned to the Tactical Response Team is called back to work due to the Tactical Response Team activation and is leaving from the Employer's premises and is cancelled prior to reaching the Employer's premises or designated work location, that employee shall receive **three (3) hours of compensatory time calculated at the straight time rate.**

22.3. Employees may voluntarily trade shifts within the same pay period work-week and with prior written approval of a supervisor or higher authority. As provided in 29 CFR Sec. 553.31 of the FLSA, trading shifts will not result in additional overtime compensation.

If an employee agrees to trade shifts with another employee and then calls in sick or otherwise does not work the shift the following provisions apply:

1. If an unexpected absence occurs during the first part of the trade, the trade is considered canceled. The employee regularly scheduled to work will use vacation or personal time. The approval of vacation or personal time use is subject to the applicable paid time off usage policy.

2. If an unexpected absence occurs during the second half of the trade, the employee scheduled off in the second part of the trade will complete the trade taking the day off and reporting off as planned. The employee who did not complete the shift trade will reflect vacation or personal time on the original day taken off

during the first part of the trade. Payroll will be adjusted correcting the regular worked pay code and replacing the time with vacation or personal time. If the employee fails to fulfill their trade due to separation of employment, vacation or personal time payoffs shall be reduced by the applicable number of hours.

Delete this Letter of Agreement from the New Agreement. (Union does not dispute the Employer's ability to no longer extend this Letter of Agreement.)

**LETTER OF AGREEMENT
#1 of 2018**

WHEREAS, the Livingston County Board of Commissioners (the Employer) and the Michigan Association of Public Employees (the Union) on behalf of the Livingston County Telecommunicators Association, are Parties to a collective bargaining agreement, effective January 1, 2018 through December 31, 2020, and

NOW, THEREFORE, the Parties hereby agree,

1. The parties acknowledge that the current practice of paying time and a half for all hours worked that are in addition to an employee's regular work schedule deviates from the overtime pay provisions of the Collective Bargaining Agreement. Said practice shall continue, notwithstanding contrary contractual provisions, until December 31, 2020. This section shall continue unless and until it is bargained away in a successor agreement. The above agreement is non-precedent setting on the Parties and will constitute the entire agreement. Any modifications or amendments to this agreement must be in writing and signed by both the Employer and the Union.

_____ Donald S. Parker, Chair	_____ Date	_____ James Steffes, Representative	_____ Date
Livingston County Board of Commissioners		Michigan Association of Public Employees (MAPE)	

All Articles, Sections and provisions not specifically addressed above remain Status Quo in the new agreement.

Reaffirmed January 1st, 2021 by and between:

**POLICE OFFICERS LABOR COUNCIL/
GOVERNMENT EMPLOYEES
LABOR COUNCIL**

**BOARD OF COMMISSIONERS,
LIVINGSTON COUNTY, MICHIGAN:**


Orel Kulesza, Labor Relations
Specialist


Wes Nakagiri, Chair Livingston County
Board of Commissioners

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**LIVINGSTON COUNTY
TELECOMMUNICATORS ASSN:**

LIVINGSTON COUNTY 911 DISPATCH:


Mary Reed, President


Chad Cheuning, Livingston County
Central Dispatch, Director


Melissa Rice, Negotiator

NOTE: By the terms of the agreement itself, the Letter of Agreement related to Holidays and Shift Trades signed by the Union on 7/28/2022 expires 12/31/2023.

8.5 Oral and Written Reprimands – 8.5. Oral and Written Reprimands. Oral and written reprimands shall not be grievable and they shall not be considered as discipline, however, oral and written reprimands are considered the start of the progressive disciplinary process. Written summaries of an oral reprimand may be placed in employee's personnel file, provided a copy is also made available to the affected employee. Oral and written reprimands may be subsequently used by the Employer when the Employer gives a later discipline to the employee provided said warning and/or disciplines occur within six (6) months of the issuance of the oral

or written reprimand. If no such later discipline occurs within six (6) months of the issuance of the oral or written reprimand, the summary shall be removed from the employee's personnel file. Unpaid personal leave shall extend any time period of reprimand or discipline.

14.2 Vacations – Agree

16.1 Sick/Personal Leave – E – Agree to add one (1) day paid bereavement for first aunt or uncle death

16.1 Sick/Personal Leave – I – Agree to eliminate \$400 cap at annual 50% payoffs for sick time accruals over 576 each year

19.2 Breaks – Agree to increase the paid lunch break from 45 mins to one hour

19.4 Overtime – 2 – Agree to cash out comp time at end of year

19.4 Overtime – 2 – Reject

19.4 Overtime – 3 – Agree with double time pay for call back for 4 hour shift after having left the shift.

22.1 Shift Preference – Agree

32.1 Policies – Reject

38.1 Wages – Effective January 1, 2024 or when ratified by all parties to this agreement, whichever is later - 3% increase. Should the Board of Commissioners approve more than a 3% across the board increase for the non-union employees, the 911 scales will be increased by the same percentile.

Effective January 1, 2025 - 2.5% increase. Should the Board of Commissioners approve more than a 2.5% across the board increase for the non-union employees, the 911 scales will be increased by the same percentile.

Effective January 1, 2026 - 2.5% increase. Should the Board of Commissioners approve more than a 2.5% across the board increase for the non-union employees, the 911 scales will be increased by the same percentile.

See attached proposed adjustments to the wage scales

The attached scales shall be adjusted to remove the Start Rate of pay for Dispatcher and CTO and the remaining steps re-numbered as

attached. Employees who are presently on the Start step, shall be immediately moved to the new Start Step. All other employees shall stay at their current step as of date of ratification and shall move to the next step on their applicable scale, on their next anniversary date. As an example, a Dispatcher presently on the 2 years step (current \$22.78), stays on the same step and the wage moves to \$23.46 after ratification in 2024, which includes the 3% increase proposed above. Then on their step/anniversary date, move to the next step on the scale.

Upon approval by the NLRB of changes to payment of overtime proposed by the Employer in section 19.4 (a) and (b), the Employer shall pay a one-time lump sum \$500 bonus payment. The \$500 bonus payment shall not be MERS eligible.

One (1) year after such NLRB approval to the changes in overtime proposed by the Employer in section 19.4 (a) and (b), the Employer shall pay a one-time lump sum \$500 bonus payment. The \$500 bonus payment shall not be MERS eligible.

39.1 Health Insurance – Agree for 2025 open enrollment

New section for Uniforms - Employer agrees to provide a \$300 annual uniform allowance to purchase replacement approved uniform items.

New section adding a wage reopener” “if and/or when another agency is to join the consolidation, the contract will be opened for negotiations for pay.” Reject

	New Step	2024 Hourly 3%	2024 Annualized	2025 Hourly 2.5%	2025 Annualized	2026 Hourly 2.5%	2026 Annualized
Dispatcher:							
Start	20.46						
1 Year	21.95	\$22.61	\$47,026	\$23.17	\$48,201	\$23.75	\$49,406
2 Years	22.78	\$23.46	\$48,804	\$24.05	\$50,024	\$24.65	\$51,275
3 Years	23.68	\$24.39	\$50,732	\$25.00	\$52,000	\$25.63	\$53,300
4 Years	24.65	\$25.39	\$52,810	\$26.02	\$54,130	\$26.67	\$55,484
5 Years	26.11	\$26.89	\$55,938	\$27.57	\$57,337	\$28.25	\$58,770
6 Years	27.66	\$28.49	\$59,259	\$29.20	\$60,740	\$29.93	\$62,259
9 Years	28.35	\$29.20	\$60,737	\$29.93	\$62,255	\$30.68	\$63,812
CTO			2024		2025		2026
Start	20.87						
1 Year	22.39	\$23.06	\$47,966	\$23.64	\$49,165	\$24.23	\$50,394
2 Years	23.23	\$23.93	\$49,780	\$24.53	\$51,024	\$25.14	\$52,300
3 Years	24.15	\$24.88	\$51,747	\$25.50	\$53,040	\$26.14	\$54,366
4 Years	25.14	\$25.90	\$53,866	\$26.54	\$55,213	\$27.21	\$56,593
5 Years	26.63	\$27.43	\$57,057	\$28.12	\$58,483	\$28.82	\$59,945
6 Years	28.22	\$29.06	\$60,444	\$29.79	\$61,955	\$30.53	\$63,504
9 Years	28.92	\$29.78	\$61,952	\$30.53	\$63,501	\$31.29	\$65,088
Shift Leader:			2024		2025		2026
Start	25.72	\$26.49	\$55,103	\$27.15	\$56,480	\$27.83	\$57,892
1 Year	26.73	\$27.53	\$57,266	\$28.22	\$58,698	\$28.93	\$60,165
2 Years	27.83	\$28.66	\$59,623	\$29.38	\$61,114	\$30.12	\$62,641
3 Years	28.37	\$29.22	\$60,780	\$29.95	\$62,299	\$30.70	\$63,857
4 Years	29.76	\$30.65	\$63,758	\$31.42	\$65,352	\$32.20	\$66,986
9 Years	30.50	\$31.42	\$65,343	\$32.20	\$66,977	\$33.01	\$68,651

Employer reserves the right to amend, modify, add, and delete a proposal(s), counterproposal(s) and economic packages.