

AGREEMENT

between

**CALHOUN COUNTY CONSOLIDATED
DISPATCH AUTHORITY**

and

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

January 1, 2023 through December 31, 2026

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AGREEMENT

This Agreement is effective the 1st day of January, 2023, by and between the Calhoun County Consolidated Dispatch, hereinafter referred to as the "Authority" or the "Employer", and the Police Officers Association of Michigan, hereinafter referred to as the "Union".

ARTICLE 1: UNION RIGHTS AND INTERESTS

Section 1.1. Recognition. The Employer hereby recognizes the Union, during the term of this Agreement, as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the following described unit:

All regular full-time Emergency Telecommunicators employed by the Calhoun County Consolidated Dispatch Authority, but excluding supervisors and all other employees.

Section 1.2. Other Agreements. The Employer agrees that during the life of this Agreement it will not promote, aid or recognize any other labor organization as the collective bargaining agent for the employees covered by this Agreement.

Section 1.3. Representation. Employees within the bargaining unit shall be represented by a non-probationary member of the bargaining unit, selected by the Union and designated as "Chief Steward". The Chief Steward and three other bargaining unit members shall constitute the Union's negotiating committee and the Union's grievance committee. A Union Representative who is not a member of the bargaining unit employee shall also be recognized as part of the Union's negotiating committee and the Union's grievance committee. The Union shall give written notice identifying its representatives before the Employer is obligated to recognize them.

Section 1.4. Union Activity During Working Time. Except as otherwise specifically provided by this Agreement, employees shall not engage in any Union activity during working hours.

Section 1.5. Union Membership. Membership in the Union is not compulsory and is completely voluntary. All employees have the right to join, not to join, maintain, or drop their membership in the union, as they see fit. The Employer shall not discriminate against any employee because the employee voluntarily chooses to be a member of the Union nor shall the Employer discriminate against any employee who voluntarily chooses not to be a member of the Union.

Section 1.6. Union Service Fee.

A. An employee may voluntarily elect to be a union member, elect to pay the representation fees, or elect not to be a Union Member. If an employee selects to be a union member or pay the representation fee, the Employer agrees to deduct Union dues or the representation fees, to become effective the first payday following the signature date on the dues deduction form.

B. The Employer agrees to deduct union dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a Union member or who voluntarily authorizes the payment of representation fees, subject to the following conditions.

1. The union shall obtain from each employee of the bargaining unit who elects to be a Union Member a Membership Card or Dues deduction form which shall conform to the respective state and federal laws concerning that subject, or any interpretation (s) thereof.
2. Union Membership Form or dues deduction forms shall be filed with the employer, who may return an incomplete or incorrectly completed form to the Union Treasurer and no check-off shall be made until the form is corrected.
3. The Employee may voluntarily elect to change his or her selection on the Union Membership Form or dues deduction form at any time. The employee must obtain the form, complete the form and submit it to the employer.
4. The employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) weeks after remittance is transmitted. The written notice shall state the reasons the union feels the remittance is incorrect.
5. The Union shall provide the Employer with a written thirty (30) days' notice of any change in the Union dues or Service Fee to be deducted from the wages of the employees.
6. The parties agree that should the right to work legislation be overturned through the courts or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

Section 1.7. Indemnification Provision. The Union agrees to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the employer pursuant to this Article.

Section 1.8. New Classifications. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay proposed for the classification. The Union shall have ten (10) calendar days from receipt of such notification to either agree or request a meeting to discuss and negotiate the wage for the new classification.

ARTICLE 2: EMPLOYER RIGHTS AND INTERESTS

Section 2.1. Employer Rights.

A. The Employer possesses and retains the sole power, duty, and right to operate and manage its departments, agencies, programs and facilities, to carry out its business, and to carry out all constitutional, statutory and administrative policy mandates and goals. All matters relating to the operation and management of the Employer's business shall remain solely within the discretion of the Employer to determine, establish, modify or eliminate without engaging in negotiations, provided the Employer does not take action on any term or condition of

employment which contravenes the wages, benefits and other terms and conditions of employment specifically set forth in other provisions of this Agreement. The exercise of the Employer's discretion, judgment, powers, or rights as to any such matter shall not be subject to review or attack through the Grievance Procedure.

Such retained Employer Rights include, but are not limited to, the right, without engaging in negotiations, to determine matters of managerial policy; mission of the Employer and its parts; the methods, means, and procedures to be used, and the services to be provided; organizational structure; the nature and number of facilities and departments and their locations; to establish new classifications of work; to hire and increase or decrease the size of the work force; to assign personnel; to maintain order and efficiency, to utilize the services of non-unit personnel, etc.

B. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees whose conduct or job performance is unsatisfactory to the Employer; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of employees; and to establish and change work schedules. The Employer may exercise such expressly limited rights without engaging in negotiations, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.

C. This Agreement, including its supplements and exhibits (if any) concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union acknowledges and agrees that the bargaining process under which this Agreement has been negotiated is the exclusive process for affecting terms and conditions of employment, and that the Employer is not obligated to address such terms and conditions under the Special Conference provisions. All negotiable terms and conditions not expressly restricted by this Agreement shall be within the sole discretion and control of the Employer to determine, establish, modify or eliminate without engaging in negotiations.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and appendices (if any), concludes all collective bargaining between the parties during the term of the Agreement, and constitutes the sole source of any and all rights or claims which may be asserted in any way hereunder, and supersedes all prior agreements, understandings and practices between the parties, oral or written, express or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

Section 2.2. Rules, Regulations, Policies and Procedures. The Employer reserves the right to establish reasonable rules, regulations, policies, and procedures not conflicting with the provisions of this Agreement. The Employer shall inform employees of the establishment of

new rules, regulations, policies, and procedures before they are made the basis for any disciplinary action.

Section 2.3. Work by Non-Bargaining Unit Employees. Non-bargaining unit employees may perform work as needed, and in the manner and to the extent as may be determined by the Employer from time to time. The Employer shall not use this provision to displace regular employees under this agreement and/or to circumvent overtime.

ARTICLE 3: GRIEVANCE AND ARBITRATION PROCEDURES

Section 3.1. Grievance Definitions. A grievance is defined as a complaint or dispute by an employee(s) covered by this Agreement, arising during the term of this Agreement, regarding the meaning, interpretation, application or alleged violation of a specific provision or provisions of this Agreement as written. A policy grievance is a complaint or dispute by the Union's grievance committee, arising during the term of this Agreement, regarding the meaning, interpretation, application or alleged violation of a specific provision or provisions of this Agreement as written.

Section 3.2. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, agreeable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as possible, subject to procedural compliance.

Section 3.3. Procedural Compliance. The procedural requirements, including time limits, established in the Grievance Procedure shall be followed by the parties. If an employee or the Union fails to act within the time limits and other requirements specified, the grievance shall be considered resolved and withdrawn with prejudice on the basis of the Employer's last action or disposition, and such resolution shall be final and binding. If the Employer fails to act within the time limits and other requirements specified, the grievance shall automatically advance to the next step of the Grievance Procedure, except that no grievance will proceed to arbitration unless a timely demand for arbitration has been made in accordance with this Agreement. Time limits may be extended or waived only by mutual written (or electronic) agreement of the parties, and not by any other method. Neither party will unreasonably withhold such agreement.

Section 3.4. Grievance Procedure.

A. All grievances except those involving a discharge or disciplinary suspension without pay shall be processed in the following manner:

STEP 1: An employee with a grievance other than a discharge or disciplinary suspension without pay shall discuss it with the employee's immediate supervisor with the object of resolving the matter informally, within five (5) calendar days of the occurrence which gave rise to the grievance or within five (5) calendar days of the date the employee first reasonably should have known of the events which gave rise to the grievance. If requested by the employee, a Union Steward (or alternate steward) may be present if available. In the case of a policy grievance, the Union Steward shall discuss it with the

Director or the Director's designee with the object of resolving the matter informally, within five (5) calendar days of the occurrence which gave rise to the grievance or within five (5) calendar days of the date a Union officer first reasonably should have known of the events which gave rise to the grievance. The management representative involved shall provide an oral answer to any such grievance within three (3) calendar days of the oral discussion.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing and presented to the Director or the Director's designee within ten (10) calendar days of the occurrence which gave rise to the grievance or within ten (10) calendar days of the date the initiator first reasonably should have known of the events which gave rise to the grievance. The written grievance must state (1) who is affected; (2) what happened; (3) when it happened; (4) where it happened; (5) what section of the Agreement is alleged to have been violated; and (6) what adjustment is requested. Within five (5) calendar days thereafter, the Director or the Director's designee shall meet with the grievant(s) and the Union Steward to discuss the matter if it is a regular grievance, or meet with the Union Steward and another grievance committee member to discuss the matter if it is a policy grievance. The Director or the Director's designee shall thereafter place his or her written disposition and explanation upon the grievance and return it to the grievant(s) within five (5) calendar days after such meeting.

STEP 3: If the grievance is not satisfactorily resolved at Step 2 and the Union wishes to carry it further, the Union may appeal by writing on the grievance form a statement explaining the reason(s) for rejecting the Step 2 disposition, and any change in the settlement proposed. The appeal shall be signed by the Union Steward and presented to the Director within five (5) calendar days following the Employer's Step 2 answer. If the Director believes further discussion might assist the parties, the Director will schedule a meeting with the Union's grievance committee within ten (10) calendar days after receipt of a proper appeal. Up to two additional Employer representatives (including counsel) and up to two additional Union representatives (including counsel) may participate. The Director (or his or her designated representative) shall thereafter give the Union a written answer to the appeal within five (5) calendar days after such meeting.

B. All grievances involving a discharge or disciplinary suspension without pay shall be processed in the following manner:

STEP 1: A grievance involving a discharge or disciplinary suspension without pay may be filed by an employee who believes such action was taken in violation of the Agreement. Such a grievance shall be filed in

writing, and must state (1) any factual basis for protesting the discipline; (2) any procedural basis for protesting the discipline; (3) what section of the Agreement is alleged to have been violated; (4) how the section is alleged to have been violated; and (5) what adjustment is requested. The written grievance shall be signed by the aggrieved employee, and presented to the Director or the Director's designee within three (3) calendar days after the employee is notified of the discharge or disciplinary suspension. Within five (5) calendar days thereafter, the Director or the Director's designee shall meet with the grievant (and, if requested by the employee, the Union Steward) to discuss the matter. The Director or the Director's designee shall thereafter place his or her written disposition and explanation upon the grievance and return it to the grievant within five (5) calendar days after such meeting.

STEP 2: If the grievance is not satisfactorily resolved at Step 1 and the Union wishes to carry it further, the Union may appeal by writing on the grievance form a statement explaining the reason(s) for rejecting the Step 1 disposition, and any change in the settlement proposed. The appeal shall be signed by the Union Steward and presented to the Director within five (5) calendar days following the Employer's Step 1 answer. If the Director believes further discussion might assist the parties, the Director will schedule a meeting with the Union's grievance committee within ten (10) calendar days after receipt of a proper appeal. Up to two additional Employer representatives (including counsel) and up to two additional Union representatives (including counsel) may participate. The Director (or his or her designee) shall thereafter give the Union a written answer to the appeal within five (5) calendar days after such meeting.

Section 3.5. Arbitration.

A. If it is not satisfied with the disposition of the grievance under Section 3.4 (A) or (B), the Union may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with the Michigan Employment Relations Commission (MERC) and presenting a copy of the request to the Director. The request must be filed with MERC and the copy presented to the Director within thirty (30) calendar days after the Director's final answer is issued (or if no answer is timely issued, thirty (30) calendar days after the Director's final answer is due). Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.

B. If a grievance is timely submitted to arbitration, the parties may mutually agree upon an arbitrator to hear the grievance. If the parties are unable to mutually agree upon an arbitrator, the arbitrator shall be selected upon demand of either party by each party (Union first) alternately striking a name from the panel, and the last remaining person shall serve as the

arbitrator. If the parties agree that a panel of arbitrators is unsatisfactory, they may reject the panel and request another instead of commencing the striking process.

C. The jurisdiction of the arbitrator and the arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall make every effort to begin the hearing on the grievance within sixty (60) calendar days of the notice of selection, unless extended by the mutual agreement of the parties. 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, either directly or indirectly, nor shall the arbitrator have any power to change any classification wage rates, workloads, or performance standards or to rule on any claim arising out of any insurance or pension program under this Agreement, or to issue any award or ruling modifying any matter covered by statute or regulation, or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. The arbitrator shall not issue any award or fashion any remedy which in any way directly or indirectly alters or amends the Employer's exercise of its management's rights as specified in Section 3.1 (A), or which is in any way inconsistent with the Employer's exercise of such rights. The arbitrator's award shall be issued (postmarked) within thirty (30) calendar days after the close of the hearing or the receipt of the parties' briefs (if any), unless the time is extended by the mutual agreement of the parties. Any award of the arbitrator shall not be retroactive to more than seven (7) calendar days prior to the time that the grievance was first submitted in writing. In the event the arbitrator determines that a disciplinary suspension or discharge violated the Agreement, any award of back-pay shall be offset by any compensation the employee may have earned at other employment and any unemployment benefits received by the employee attributable to the period of suspension or discharge. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees; however, the Employer and the Union reserve the right to challenge an arbitrator's award which exceeds the arbitrator's jurisdiction, authority or powers to any degree, or which may be otherwise unenforceable.

D. The Authority and the Union shall cooperate in order to insure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the Employer's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.

E. Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be paid by the Union if the grievance is denied; shall be paid by the Employer if the grievance is granted; and shall be shared equally by the Union and the Employer if the arbitrator sustains the grievance in part and denies the grievance in part.

ARTICLE 4: SPECIAL CONFERENCES

A. Special Conferences on important matters, excluding grievances and negotiations, will be arranged between the Employer and the Union upon the request of either party. An agenda of the matters to be discussed at a Special Conference shall be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it shall be

delivered before the meeting. Special Conferences shall be held at mutually agreed upon times, normally within ten working days after the request. Matters taken up in special conferences shall be confined to those included on the agenda, unless otherwise agreed by both parties.

B. Unless otherwise agreed, Union representation at Special Conferences shall be limited to not more than two (2) employee representatives and one (1) non-employee representative. Employee representatives will not lose time or pay from their regularly scheduled work while attending Special Conferences, nor shall time spent attending Special Conferences count as hours worked for purposes of overtime pay calculations.

C. This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure; nor shall participation in Special Conferences obligate either party to negotiate, modify or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

ARTICLE 5: DISCIPLINARY ACTION

Section 5.1. Just Cause. Except as otherwise provided in this Agreement, all disciplinary action shall be for just cause. Just cause shall not be required in the case of discipline or discharge of probationary employees.

Section 5.2. Progressive and Corrective Discipline. The parties subscribe to the principles of progressive corrective discipline in cases in which it appears likely to successfully correct an employee's unsatisfactory conduct or behavior. However, progressive corrective discipline shall not be required in the case of serious infractions which justify immediate suspension or discharge, or in other cases in which it does not appear likely to result in successful correction.

Disciplinary action shall range from Level 1 (least severe) to Level 4 (discharge). Level 1 will be for relatively minor problems where the employee has had few, if any, prior problems. Level 2 will be for repeat or frequent or multiple minor problems, or an isolated significant problem. Level 3 will involve a suspension without pay for 1 to 5 workdays and will be for more serious problems or for continuing problems after the employee fails to respond to lesser discipline. Level 4 will involve discharge and will be for very serious problems or for continuing problems after the employee fails to respond properly to Level 2 or Level 3 discipline. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 3 or 4 discipline immediately (after informal hearing under Section 5.4) in appropriate cases or from suspending any employee pending further investigation.

Section 5.3. Investigations. Except in unusual circumstances, an employee subject to possible discipline will be interviewed by the Employer prior to a decision being made about whether or not to take disciplinary action. An employee shall, upon request, be accompanied by a Union representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

Section 5.4. Hearings. Before imposing Level 3 or 4 discipline, the Employer shall (in addition to any investigatory interview) offer an employee an informal hearing during which the employee is informed of the allegations against him or her and the general nature of the

evidence, and is given an opportunity to respond by providing evidence and explanation. If requested by the employee or the Employer, a Union representative shall attend any such hearing and represent the employee.

Section 5.5. Disciplinary Reports. The Employer shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in the form of a written disciplinary report, briefly describing the specific incident or infraction. If requested by the employee or the Employer, a Union representative shall attend a meeting called for the purpose of imposing Level 3 or Level 4 disciplinary action. Any disciplinary notice shall be placed in the disciplined employee's personnel record, and a copy given to the disciplined employee. The employee shall be given an opportunity to sign the disciplinary report, and to write a response or rebuttal to be placed in the employee's personnel record. An employee may request removal of any disciplinary report that is more than two (2) years old. Removal is at the discretion of the Employer, except that Level 1 or Level 2 discipline reports shall be removed upon request if the employee has gone for four (4) years since the last such discipline.

ARTICLE 6: SENIORITY

Section 6.1. Definition of Seniority. Seniority shall be defined as the length of full-time continuous service with the Employer since the employee's most recent date of hire in the bargaining unit (the date on which the employee actually commenced work), plus such length of continuous service as was credited to employees transferred to the Authority effective March 24, 2010. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames on the date of employment. Seniority dates shall not be adjusted for paid time off, authorized leaves of absence, layoffs or suspensions. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement as being controlled by seniority.

Section 6.2. Probationary Period. All new full-time employees shall be probationary employees until they have completed twelve (12) consecutive months of active full-time employment. For employees that are absent during the probationary period, due to leave of absence, layoff, or disciplinary suspension, the probationary period shall be automatically extended for the number of days equal to each absence. During the probationary period, an employee has no seniority standing and is employed at will and may be laid off, disciplined or discharged at the Employer's discretion without regard to other provisions of this Agreement and without recourse to the Grievance Procedure. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of the employee's most recent date of hire. A probationary period may be extended by mutual agreement of the Union and the Employer for up to an additional six (6) months.

Section 6.3. Termination of Seniority. Except as otherwise required by law, an employee's seniority and employment relationship shall be terminated:

- A. If the employee quits or retires.
- B. If the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

C. If the employee is absent for two (2) consecutive regularly scheduled working days without notifying the designated Employer representative prior to or within such two (2) day period of a justifiable reason for such absence.

D. If an employee properly recalled to work following a layoff fails to notify the designated Employer representative of his intention to return to work within three (3) calendar days after being notified of recall, or fails to actually return to work within ten (10) calendar days after being notified of recall or within such other time as mutually agreed between the employee and the Employer representative.

E. If the employee accepts employment elsewhere while on any leave of absence unless permission is granted by the Authority's Executive Director or the Director's designee.

F. If the employee does not return to work immediately following the expiration of a leave of absence unless the employee presents evidence satisfactory to the Authority's Executive Director or the Director's designee that it was impossible for the employee to return to work at the expiration of such leave due to circumstances beyond the employee's control.

G. If the employee has been off work (e.g., due to layoff, leave of absence, etc.) for a continuous period of twelve (12) consecutive months or the length of the employee's seniority at the time of commencement of absence, whichever is less.

Section 6.4. Seniority Lists. The Employer will maintain an up-to-date seniority list, showing the names and seniority dates of all employees in the bargaining unit. Copies of the seniority list will be posted and made available to the Chief Steward not less often than every six (6) months. The posted seniority list will be conclusive unless it is the subject of a timely grievance.

Section 6.5. Seniority Rights of Transferred Employees. An employee transferred to a position outside the bargaining unit shall retain seniority as of the date of the transfer, but not accrue additional seniority credit for time spent outside the bargaining unit. The Employer may, in its sole discretion, determine wages, hours, and conditions of employment for non-bargaining unit employees, including whether such employees may be terminated or transferred back into the bargaining unit.

ARTICLE 7: LAYOFF AND RECALL

Section 7.1. Layoff. If the Employer determines that it is necessary to reduce the number of employees in the bargaining unit, probationary employees shall be removed first. Thereafter, if a further reduction is necessary, employees shall be laid off based upon their seniority, with the least senior employee being laid off first. Notice of layoff shall be given in writing, indicating the employee's last scheduled day of work, with a copy provided to the Union Steward. Notwithstanding his/her position on the seniority list, the Chief Steward and Alternate Chief Steward of the bargaining unit, for the period for which they hold such office, shall be the last bargaining unit employees laid off, provided they are able to perform the required work. The Union agrees that this section shall not be abused to avert potential layoff.

Section 7.2. Recall. If the Employer determines that a recall is necessary, employees shall be recalled to work in order of seniority. Notification of recall indicating the employee's next

scheduled day of work may be by any effective means and shall be confirmed by certified mail to the employee's last known address, with a copy provided to the Union Steward. Within three (3) calendar days after being notified of recall, an employee must inform the Executive Director or the Director's designee of the employee's intention to return to work. The employee must actually return to work within ten (10) calendar days after being notified of recall or within such other time as mutually agreed between the employee and the Employer representative. Employees who decline recall or who fail to report as scheduled shall be deemed to have resigned unless the Employer has authorized them to report at a later date or their failure to report is the result of incapacity due to circumstances beyond their control. Notwithstanding his/her position on the seniority list, the Chief Steward and Alternate Chief Steward of the bargaining unit, for the period for which they hold such office, shall be the first bargaining unit employees to be recalled, provided they are able to perform the required work.

ARTICLE 8: WORK SCHEDULE

Section 8.1. Scheduled Work Period. For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:00 a.m. on Sunday and continue until 11:59 on the Saturday fourteen (14) days later.

Section 8.2. Schedule. Any full-time employee or group of full-time employees will be regularly scheduled for workdays of eight (8) consecutive hours and/or twelve (12) consecutive hours, or any other pattern of hours and days mutually agreed upon by the Employer and the Union. The normal schedule of work consists of eighty (80) hours in a bi-weekly pay period, but nothing contained herein shall be construed to constitute a guarantee of eighty (80) hours of work or pay per bi-weekly period. A shift that starts work prior to midnight on a workday and continues until after midnight shall be considered as having been worked in its entirety on the date which the shift began.

Section 8.3. Break Periods. Members of the bargaining unit shall receive paid break times, respective of their working hours that day as follows:

- 4-7.9 Hours of work: 15 minutes
- 8-12 hours of work: 45 minutes
- 12.1-16 hours of work: 60 minutes

Break time can be combined up to a block of 45 minutes. The Employer and the employee both recognize that due to the responsibilities of the assignment, it is not always possible to take breaks at a convenient or set time. However, members are encouraged to take their break periods when possible. If an employee's break is interrupted, he may have a break later in the day to make up the interrupted break.

If a break causes staffing on the dispatch floor to dip below minimums set forth in policy, employees will take their break periods within a five-minute response time to the employees' assigned work area. Employees acknowledge that changes in workload may require them to be called back from a break, at the discretion of a supervisor, acting supervisor, or senior telecommunicator in-charge. Break periods not taken will not accumulate.

Section 8.4. Shift Assignments. An employee who has been released from probation may bid for a shift preference /schedule (with consecutive pass days established by the Employer) based upon seniority. Bid periods shall occur twice each year: February 1st – 10th for April thru September, and August 1st – 10th for October thru March. Each bid will be effective the first full payroll period beginning on or after April 1st and October 1st. Notwithstanding employee requests, the Executive Director may assign employees to other shifts to as necessary for safe, efficient and effective operations (e.g., for purposes of training, emergency situations, etc.).

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Section 8.5. Trading Shifts. An employee who has been released from training may trade shifts and days off with another employee, within the same classification, provided the trade is approved by the Executive Director or designee. Approval will normally be granted provided that the trade is requested at least one week in advance, does not result in the payment of premium pay, and does not adversely affect the safety, efficiency or effectiveness of operations. The Employer reserves the right to limit the length and frequency of such shift trades. A request to trade shifts and days off on less than seven (7) days' notice may be granted or denied in the sole discretion of the Executive Director.

Section 8.6. Trading Shifts with Protection. An employee who has been released from training may request a protected trade. A maximum of three (3) protected trades will be allowed per employee, per shift bid effective April 2, 2017, provided:

- (a) Must be a full shift (no partial trades)
- (b) Protection request will be considered for the requestor only.
- (c) Request must be submitted at least 30 days in advance.
- (d) Request must be submitted within current shift bid and may not supersede the PTO/Protected Pass Days bid.

Section 8.7. Scheduled Time Off. Employees will have an (8) eight-hour break between shifts except for emergency situations.

Section 8.8. Protection of Pass Day Periods. During the period for submitting seniority-based preferences for use of PTO, employees may submit requests (listed in order of preference) for priority protection of up to ten (10) two-day or three-day pass day periods during the corresponding bid period. Such requests will generally be granted in seniority order (i.e., the senior employee in a shift and rotation group is granted first preference, then the next senior employee gets his or her highest available preference, and so on, until it is the most senior employee's turn again, with the cycle repeating until as many requests as possible have been granted); provided requests to protect pass day periods consecutive with one or two full work weeks of approved PTO will take priority over other requests. The first two (2) requests granted for any pass day period and shift will be deemed "protected pass day periods", and the employees involved will not be scheduled or called in during that pass-day period except in case of extreme emergency or with the agreement of the employee. Once filed, a request for priority protection of a pass day period may not be re-used. Pass day requests not filed during the

corresponding bid period may be filed during the calendar year, but must be filed at least thirty (30) days before the start of the requested pass day period.

ARTICLE 9: LEAVES OF ABSENCE

Section 9.1. General. Except as otherwise expressly provided in this Agreement, all leaves of absence are without pay and may be granted or denied within the sole discretion of the Employer. Except as expressly provided in this Agreement, fringe benefits (including, but not limited to, PTO, holidays, insurance coverage, etc.) are not provided during any leave of absence without pay, and all accrued benefits are frozen until return from such leave. Seniority continues to accrue during any approved leave of absence. Except as required by law, no leave of absence shall exceed 12 months or the employee's seniority at the commencement of the leave, whichever is shorter. At the conclusion of an approved leave of absence, an employee will be returned to the position from which the leave was taken or to a comparable position, if available and seniority permitting.

Requests for leaves of absence shall be submitted in writing to the Executive Director or designee, shall set forth the reason for the leave, and shall be signed by the employee. Requests for extension of a leave must be submitted before expiration of approved leave. Requests for leaves or extensions are considered granted only upon written approval of the Executive Director or designee.

Section 9.2. Personal Leave. Upon written request, an employee may be granted a personal leave of absence by the Employer, without pay or benefits, for a period not to exceed 30 days. Personal leave shall be used in increments of at least one week, and may be used for taking care of important matters that cannot be handled without such a leave.

Section 9.3. Military Leave. Employees who enter the military service of the United States (including units of the Reserve or National Guard) shall be granted leaves of absence and reinstatement or re-employment rights as required by applicable law and regulations, provided they comply with law and regulations relating to prior notice of leave and eligibility and procedures for return to work. Except as provided in this section or by applicable law and regulations, employees shall not earn, accrue or use any employment benefits during a military leave.

If a regular full-time employee is called to military duty due to training or emergency, the Employer will pay the employee the difference between the employee's regular pay for the employee's regularly scheduled hours and the amount of pay and allowances the employee receives from the military, for up to ten days per calendar year, provided:

- (a) the employee informs the Employer within three (3) working days after receiving notice of the need to report for duty;
- (b) the employee provides the Employer with satisfactory documentation that the employee participated in the training or emergency duty on the days for which pay is sought; and

- (c) the employee provides the Employer with satisfactory documentation of the military pay and allowances attributable to such days.

Section 9.4. Disability Leave. Subject to the restrictions contained in this Agreement, an employee who has no other paid leave rights shall be granted a disability leave when, after taking into account all reasonable accommodations that could be made, an employee is disabled from safely performing the essential functions of the employee's regular job and any other job offered by the Employer which the employee is otherwise qualified to perform, because of illness, injury and/or pregnancy. As a condition of commencing and continuing such leave, the employee must provide the employee's supervisor with satisfactory medical proof of disability, including estimated date of return to work, updated at least monthly or when there is a change in circumstances. The Authority may require at any time, as a condition of continuance of a disability leave of absence, proof of a continuing inability to perform work for the Authority. In the event that the Authority, on the advice of a physician selected by the Authority, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. Employees who do not receive workers' compensation wage loss benefits, short term disability benefits or long-term disability benefits are not entitled to leave under this Section, except as otherwise required by law.

Before being granted a disability leave, an employee must use paid leave available under Article 11 of the Agreement to cover any elimination period applicable to short term disability benefits or workers' compensation wage loss benefits, but will not be required to use available paid leave while receiving, or in lieu of, such benefits.

Section 9.5. Bereavement Leave. An employee excused from work under this Section shall, upon request, be paid the amount of wages they would have earned by working their straight time hours (not including premiums) on the scheduled days of work being excused.

Upon the death of an employee's spouse, child, mother, father, current spouse's parent, sibling or domestic partner (either same sex or opposite, with whom the employee shares an established and common domestic life, but is not married to) shall receive seven (7) consecutive days of leave without any loss of pay not to exceed 48 hours of paid time.

Upon the death of an employee's grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, employee shall receive two (2) days of leave without loss of pay, one of which is the day of the funeral service.

An Employee shall receive one (1) day of leave without loss of pay to attend an individual's funeral which does not fall within the above two categories with the following conditions:

1. The day of leave must be the day of the funeral.
2. Employee must provide acceptable documentation to administration to support approved funeral leave.
3. Funeral leave must be approved by Executive Director and requested a minimum of two (2) days in advance.
4. May not be combined with any other leave.

Upon request, the employee may be granted one (1) additional day of leave without pay or PTO.

For purposes of this provision, relative status created by adoption or step relationships are treated the same as blood relatives.

Section 9.6. Jury Duty Leave. A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. An employee with at least one (1) year of seniority shall receive full pay for the employee's regularly scheduled hours of work necessarily lost during such leave, to a maximum of 30 working days during any twelve-month period, provided the employee informs the Employer within three (3) working days after receiving a jury summons, and provided further that the employee pays over to the Employer all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall immediately advise the Employer and, if so directed, report for work for the remainder of the day.

Section 9.7. Court Appearances. Employees shall be granted time off without pay when compelled to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of their job duties or in which the Employer is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost. If required to testify or appear in court on the employee's day off, shall be compensated at premium pay rate as set forth in Section 10.4 (A.)

Section 9.8. Administrative Leave. The Employer may, within its sole discretion, authorize or direct an employee to take an administrative leave of absence with pay, where such leave would benefit the employee or the Employer.

Section 9.9. Leave Time Subsidy. The Employer may, within its sole discretion, authorize a request for leave time subsidy. A leave time subsidy occurs where one employee donates a portion of unused PTO hours to another employee when they are experiencing personal illness, injury, or who have a family member in need of care for the same. Any request for subsidy must be in writing and is subject to additional completion of documentation. Leave time subsidies shall only be requested after an employee has exhausted all available PTO and comp time and is subject to the following:

1. Employee utilizing leave time subsidy shall receive the donated time at his or her current rate of pay for a maximum of two hundred (200) hours. After utilization of 200 hours, an extension of the request shall be evaluated by the Executive Director.
2. May be utilized by any employee on unpaid leave who is not receiving any associated leave benefit.
3. Each employee may donate up to a maximum of forty (40) hours of PTO to any one individual.
4. Donated time will be documented in writing on an authorization form to be maintained in the employee's personnel file. Upon receipt and approval, the hours will immediately be deducted from the appropriate category and banked for the named employee. Donated time will not be returned nor may the authorization be revoked.

ARTICLE 10: COMPENSATION

Section 10.1. Wage Rates. Wages shall be paid as set forth in Appendix A to this Agreement during the term of the Agreement.

Section 10.2. Progression Through Wage Steps. Wage rate changes from one step to another will be effective upon completion of each full year of service in the position.

Section 10.3. CTO Pay. Communication Training Officers that are directly assigned a trainee shall be compensated an additional one hour of pay at the employees straight time hourly rate for completing Daily Observation Reports (DOR).

Section 10.4. Rates on Expiration. If the Agreement expires and no successor agreement has been negotiated, employees shall not further advance on the steps of the wage scale until a successor agreement has been reached, unless otherwise agreed to by the parties in writing.

Section 10.5. Premium Pay. An employee shall be paid one and one-half times the employee's regular rate of pay for hours actually worked in the following circumstances:

- A. A combination of pre-approved PTO, pre-approved Comp Time and all hours actually worked in excess of eighty (80) hours in any "tour of duty" (two work week period), provided the Employer elects to and does implement a premium pay system as described in Section 7(b)(2) of the Fair Labor Standards Act.
- B. All hours actually worked on a holiday recognized under this Agreement.
- C. Minimum of two (2) hours for an employee who is required to return to work in excess of eighty (80) hours in any "tour of duty" as outlined in Section 10.4 (A)

Employees are expected to work as needed for overtime and may be disciplined for repeated refusal to report.

Section 10.6. Comp Time. Full-time hourly employees will be allowed to accumulate comp time up to 60 hours in lieu of being paid overtime. One (1) hour of overtime (except for Holiday premium/overtime) shall equal one and a half (1.5) hours comp time. Comp time may be carried over from one year to the next. Upon the request of an employee, the Employer shall provide monetary compensation for earned/banked comp time within 30-days of the request and at the rate being earned by the employee at the time the payout occurs.

Comp time requests and use must adhere to the following guidelines:

- Can only be used if the requested time does not create an overtime assignment or operational hardship.
- Does not protect an employee from assignment on adjoining pass days.
- Requests cannot be submitted more than seven (7) days before the hours/days requesting off. Requests received prior to the deadline established will be denied and returned to the employee.

- Requests for time-off will be granted on a “first come first serve” basis unless two requests for the same hours/days are received at the same time. If this condition arises, then the comp time will be granted to the senior staff member.
- Previously approved Comp Time will not be cancelled except in emergent circumstances.

Section 10.7. Temporary and Special Assignments.

If an employee is temporarily assigned to fill a vacant supervisory position, the employee will be compensated an additional \$2.00 per hour while serving in that capacity. The Employer shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When the vacant supervisory position is no longer temporary, but permanent, the Employer shall follow the applicable policies to fill the permanent vacancy.

Section 10.8. Direct Deposit. Direct Deposit of payroll shall be a requirement for all employees.

ARTICLE 11: PAID TIME OFF

A. In addition to the accrual of PTO as outlined in Section B, bargaining unit employees shall be granted twelve (12) hours of Paid Time Off (PTO) at the time of hire. On January 1st of each year, for the duration of this contract, all employees shall be subject to the following additional PTO accruals which are non-compounding.

1. Employees who have successfully completed perfect attendance for the prior calendar year shall accrue twenty-eight (28) hours of PTO. Successful completion of perfect attendance applies to each employee who has no call-in occurrences, late arrivals, early leave or PTO approved outside of minimum requirements outlined in section (C).
2. Employees who have one (1) call-in for the prior calendar year shall accrue twenty-four (24) hours of PTO.
3. Employees with two-five (2-5) call-in (s) for the prior calendar year shall accrue twelve (12) hours of PTO.

Application of this subsection is subject to the following conditions:

1. A calendar year is defined as January-December.
2. Any non-probationary, full-time employee, without any leave of absence (as defined in Article 9: Section 1-8) and with all PTO being pre-approved within the qualifications outlined in Article 11 sections A-E (Paid Time Off) for the previous calendar year.
3. A call-in is defined as leaving prior to the end of any scheduled shift, arriving late for any scheduled shift, or calling in for any scheduled shift.
4. Leave taken subject to section 5, 6 & 7 (Bereavement, Jury Duty, Court Appearance) shall be exempt.

B. Bargaining unit employees shall accrue PTO benefits in accordance with the following schedule for each biweekly payroll period for which they have at least 80 hours of credited service (including hours actually worked, paid holidays, approved Paid Time Off, and other approved paid leaves of absence under this Agreement), subject to the maximum accumulation of accrued PTO at any time.

<u>Seniority Required</u>	<u>Hours Accrued</u>
1st through 4th year	4.68/pay period
5th through 9th year	6.22/pay period
10th through 14th year	7.75/pay period
15th through 19th years	9.28/pay period
20 years or more (limited to employees hired 3/24/10)	10.82/pay period
Maximum accumulation at any time:	250 hours

Paid Time Off will be paid at the applicable regular hourly rate of pay, exclusive of all premiums, which the employee is earning at the time of commencing the Paid Time Off.

C. From February 11th thru February 20th (for April thru September) and August 11th thru August 20th (for October thru March) of each year, each non-probationary employee may submit written requests for use of PTO during the corresponding bid period. Subject to limits established by the Employer on operational needs and the number of employees who may be scheduled off work at any given time, up to three timely requests to use PTO for one or two consecutive full workweeks (7 to 16 consecutive calendar days) will be granted in seniority order (i.e., senior employee is granted first preference, then next senior employee gets his or her highest available preference, and so on, until it is the most senior employees turn again).

Requests for non-emergency PTO submitted after the deadline listed above for each corresponding bid period will be considered on a first come, first served basis, subject to limits established by the Employer to cover operational/staffing needs and each employees expected available PTO accrual balance. Conflicts in use of PTO will be resolved on the basis of seniority if submitted on the same day. Whenever possible, requests for the use of PTO should be submitted at least three (3) weeks in advance of the requested time off for scheduling purposes. Scheduled PTO shall normally be used in increments of a full shift, but increments as short as four hours will be considered when possible. The Employer will not cancel previously approved PTO except under emergency circumstances, or with the agreement of the employee. However, an employee who has exhausted or has not earned enough PTO benefits to cover the absences will not be permitted to take PTO, even if previously approved and shall be disciplined for any unpaid time that is not covered by an approved leave. Employees may not use PTO benefits while on disciplinary suspension. PTO benefits may be used by an employee on layoff, but such use will be designated to the period of layoff.

D. Unscheduled use of PTO may be granted if an illness, injury and emergency exists which prevents the employee from requesting PTO in advance. Unscheduled use of PTO may also be conditional upon the employee furnishing written documentation satisfactory to the

Employer and shall not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work. Unscheduled use of PTO may result in disciplinary action in appropriate cases.

E. An employee will be paid for earned but unused PTO benefits within fourteen days of the date of termination. There shall be no payment for unused PTO benefits upon an Employees termination during the probationary period, or for disciplinary reasons, or for voluntary termination without at least two (2) weeks written notice to the Employer.

ARTICLE 12: PAID HOLIDAYS

Section 12.1. Holiday Pay.

A. Eligible employees will be paid holiday pay of eight (8) hours at their regular straight-time hourly rate, for the following recognized holidays:

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
Presidents' Day (Third Monday in February)
Good Friday (Friday before Easter)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Friday after Thanksgiving
Christmas Eve Day (December 24)
Christmas Day (December 25)
New Year's Eve Day (December 31)

An employee who meets the following requirements is eligible for holiday pay unless otherwise provided herein:

1. The employee must have worked all assigned hours on the employee's last scheduled workday before and the next scheduled workday after each specified holiday, unless the employee's absence was due to Paid Time Off or other paid leave of absence under this Agreement, provided the absence was approved prior to the employee's last scheduled workday before the specified holiday.

2. The employee must be on the active payroll as a regular full-time employee as of the date of the holiday. For purposes of this subsection a person is not on the active payroll of the Authority during unpaid leaves of absence, layoffs, or on a disciplinary suspension.

3. An employee scheduled to work on a recognized holiday who fails to report for and perform such work, shall not receive holiday pay.

B. When a recognized holiday falls within an eligible employee's approved Paid Time Off period, the employee shall receive holiday pay in addition to the Paid Time Off.

C. Eligible employees who work on any of the above holidays shall receive premium pay in accordance with other provisions of this Agreement.

ARTICLE 13: INSURANCE

Section 13.1. Group Insurance. During the term of this Agreement, the Employer will make the following group insurance coverage available for eligible full-time employees, subject to provisions of applicable laws; subject to such restrictions, definitions, rules, procedures and other limitations as may be applied by the Employer or its insurance carriers; and subject to other provisions of this Agreement, including but not limited to those requiring participating employees to pay any part of applicable premiums.

A. Full time employees shall, upon proper written application, be eligible to participate in one of at least two group health benefit plans sponsored by the Employer or Calhoun County.

One of the plans shall be a High Deductible Health Plan (HDHP) with Health Savings Account (HSA):

The HSA will be funded in part by the Employer and paid into the employee's HSA account in one lump sum annually. Calhoun County will identify a financial institution for management of HSA accounts. Reasonable administrative fees may be imposed by the financial institution and debited to individual accounts. Employees may elect to make additional contributions to the HSA from their own salary. The combined annual contributions by the Employer and the employee may not exceed the maximum allowable by the Internal Revenue Service without incurring penalties or loss of the tax advantaged status. During open enrollment or when there is a qualifying event, employees may adjust their contribution amounts.

One of the plans shall be designated as the "standard" plan and shall meet the following thresholds:

General in-network co-insurance of 80% /20% for covered medical and hospitalization benefits after \$250/\$500 deductible is satisfied and until in-network out of pocket maximum of \$1,500/\$3,000 is reached.

Prescription coverage with co-pays of \$10 for generics, \$40 for brand name formulary medications, and \$80 for non-formulary medications (mail order co-pays may vary).

In order to participate in one of these plans, employees must sign up for such coverage (using forms secured from and filed with Calhoun County's Human Resource Department) at the time of hiring or during an open enrollment period, and must execute written authorizations to

payroll-deduct the required premiums or other charges representing the employee's share of costs. Coverage shall become effective the first (1st) of the month following completion of thirty (30) days continuous employment with the employer, or the first day of the month following enrollment, whichever is later. The Employer shall have no insurance liability whatsoever for any employee or employee's family member who fails to timely sign up or pay required amounts for such coverage.

Employer will adhere to the hard cap provision set forth in PA152. The Employer will pay for health care expenditures each year not to exceed the hard cap limits set forth in PA152, for all full-time employees.

Costs of family continuation and sponsored dependent riders shall be paid by the employee through payroll deduction.

B. Full time employees shall, upon proper written application, be eligible to participate in a dental benefit plan with the following coverage, provided it is, and continues to be, obtainable:

100% Co-payment of diagnosis, preventative, emergency palliative treatment and space maintainers for children.

50% Co-payment for radiographs, restorations, oral surgery, root canals, periodontics services, dentures and bridges.

\$1,000.00 maximum benefit per family member per year.

50% Co-payment for child orthodontia, subject to \$1,000.00 maximum lifetime maximum per dependent

The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

C. Full time employees shall, upon proper written application, be eligible to participate in the optical benefit plan sponsored by the County. The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection.

This coverage shall become effective on the first (1st) of the month following completion of thirty (30) calendar days of continuous employment with the Employer.

D. Full time employees shall, upon proper written application, be eligible to participate in a life insurance plan provided by a carrier selected by the Employer. The plan shall provide the following coverage, provided it is, and continues to be, obtainable:

Life insurance coverage an amount equal to the employee's annual base salary rounded up to the nearest thousand, but in no case more than \$50,000.00, subject to age-based reduction per carrier schedule.

Double indemnity for accidental death and dismemberment.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer. The Employer will pay the premiums for this coverage. Participating employees may be eligible for supplemental life insurance coverage if offered by the carrier, subject to requirements for evidence of insurability.

E. Full-time employees shall, upon proper written application, be eligible to participate in a sickness and accident plan provided by a carrier selected by the Employer. The plan shall provide the following coverage, provided it is, and continues to be, obtainable:

Sixty-seven (67) percent of the employee's basic weekly earnings, subject to a maximum benefit of \$600.00 per week, less any benefit payable from primary Social Security or any state or federal government disability or retirement plan, or any other group disability income plan, or any wages, or other paid time benefits paid by the Employer. Benefits may be subject to age limits imposed by the carrier. Benefits begin with the first day of disability due to injury or hospitalization (provided the employee is disabled for at least three consecutive workdays), or the eighth consecutive day of disability due to illness, and continue for a maximum of twenty-six (26) weeks in any 12-month period. In order to qualify for benefits, the employee must submit a completed disability benefit claim form and establish to the satisfaction of the insurance carrier (or third-party administrator if the plan is not insured) that, after taking into account all reasonable accommodations that could be made, the employee is totally disabled and prevented by such disability from working for remuneration or profit. In no event shall benefits be retroactive more than fifteen (15) days before the date on which the employee submits documentation from the employee's treating physician sufficient to permit the insurance carrier or third-party administrator to make a disability determination. The plan shall provide for a dispute resolution procedure (similar to that used by Michigan Blue Cross/Blue Shield in disability benefit claims) which will entitle the parties to a determination by a neutral decision-maker whose decision shall be final and binding.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer. The Employer will pay the premiums for this coverage.

F. All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the

Employer's insurance carriers (or the County if self-insured). The Employer reserves the right to implement cost containment programs, provided they do not substantially diminish specified benefit levels, and to change carriers or become self-insured. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverage as specified. If the employee and the employee's spouse are both eligible to participate as employees in group health plans funded directly or indirectly by or through Calhoun County, the employee and the employee's spouse shall elect coverage under only one such plan; coverage of the employee, the employee's spouse and/or the employee's dependents under two or more health care plans funded by or through the County shall not be permitted unless it is to the financial benefit of the County to permit such. If the employee and the employee's spouse fail to make an effective election within two (2) weeks after being requested to do so, the Employer shall have the right to determine the health plan in which the employee(s) and/or their dependents shall be eligible to participate. The Employer shall have no obligation whatsoever to pay or provide any benefits or claims, which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverage or benefits by insurers or administrators, of changes in carriers or plans shall not be subject to the Grievance Procedure. Only disputes relating to unjustifiable non-tender of premiums, or refusal of the County to pay benefits under self-insured plans for which it is the administrator, are subject to the Grievance Procedure.

G. Subject to restrictions imposed by this Agreement or by the carriers (or the County if self-insured), the Employer shall pay its regular share of the premiums to continue insurance coverage in effect through the end of the insurance billing cycle during which an employee retires or resigns with at least thirty (30) days written notice, or commences a layoff or leave of absence. While a full time, non-probationary employee is on an approved leave of absence and receiving sickness and accident benefits or workers compensation disability benefits from the Employer or its carrier, the Employer shall pay its regular share of the premiums to continue insurance coverage in effect until the end of the leave or the termination of such benefits, subject to a limit of six months or any longer period required by law. In all other cases, the employee must make arrangements for and bear the full cost of continuation of any desired insurance coverage while not actively working, except as otherwise provided by law. Employees who are discharged or who quit, resign or retire without proper notice shall immediately forfeit any right to continued insurance coverage, except that such employees shall be entitled to continue insurance coverage at their own cost to the extent required and under the circumstances specified by law.

Section 13.2. Payment in Lieu of Health Insurance. All full-time employees who elect at their own discretion not to participate in the group health benefit plan as set forth in Section 13.1(A) shall be eligible to receive a cash alternative in lieu of insurance coverage, in the amount of One Hundred Dollars (\$100) for single or Two Hundred Dollars (\$200) for two person or family, each pay period if the employee is not covered by the insurance of a relative whose coverage is paid in whole or in part by Employer funds. Before any employee chooses to opt-out of the Employer-sponsored insurance, the employee must provide proof of a reasonable level of health care coverage from another source.

Section 13.3. Flexible Benefit Plan. The Employer may offer all benefits addressed in this Article along with any additional benefits offered by the Employer as part of a flexible benefit plan. Employees may participate in, add, or delete a flexible benefit offered to employees during

open enrollment. As part of the flexible benefit plan employees may have the opportunity to opt out of a plan which may include a specified opt-in/opt-out time period. The Employer may at any time add to or delete an insurance benefit from the flexible benefit plan without opening the contract or engaging in negotiations, provided, health, dental, vision, sickness and accident, and life insurance shall not be deleted except by agreement with the Union, unless otherwise required by the County.

Section 13.4. Flexible Spending Accounts. The Employer shall sponsor a flexible spending account plan which shall include provisions for medical and childcare expenses and may include other options, so as to permit such expenses and group health insurance premiums to be paid on a pre-tax basis in compliance with IRS regulations and limitations.

ARTICLE 14: RETIREMENT

Section 14.1. Defined Benefit Plan. During the term of this Agreement, the Employer will sponsor a MERS Defined Benefit Retirement Plan with a B-4 (2.5% multiplier) benefit with F-55/25 rider, E-2 benefit, and FAC-3, which Plan is restricted to employees transferred into the bargaining unit by the Authority on or before March 24, 2010, who were already participating in a MERS Defined Benefit as of the time of transfer. Such employees are required to participate in the Defined Benefit Plan as a condition of employment. Each participating employee shall contribute 7.3% of the employee's gross wages (as defined under the Plan) each pay period to help fund the Plan, with the remaining contribution to be paid by the Employer in accordance with the terms of the Plan.

Section 14.2. Defined Contribution Plan. During the term of this Agreement, the Employer will sponsor a MERS Defined Contribution Retirement Plan, which Plan is restricted to employees who were participating in a Defined Contribution plan as of their transfer to the Authority on March 24, 2010, and all employees hired by the Authority after March 24, 2010. All eligible employees are required to participate in the Defined Contribution Plan as a condition of employment. During the term of this Agreement, the Employer will contribute seven percent (7%) of each participating employee's gross earnings (as defined under the Plan). Effective January 1, 2025, the Employer will contribute nine percent (9%) of each participating employee's gross earnings (as defined under the Plan). Each employee is subject to 100 percent (100%) cliff vesting after three years of participation in the Plan. Forfeitures due to non-vesting shall revert to the Employer. During the term of this Agreement, employees are not obligated to make contributions to the Defined Contribution Plan in order to participate.

ARTICLE 15: WORK STOPPAGES

Section 15.1. No Strike Pledge. The parties recognize that the services performed by the employees covered by this Agreement are necessary for the delivery of services to the community. Therefore, the Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, sympathy strike, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, or abstain in whole or in part from the full, faithful, and proper performance of their duties, or engage in any acts that interfere in any manner or to any degree with the services or operations of the Employer. No employee

covered by this Agreement shall refuse to cross any picket line, whether established at the Employer's buildings or premises or at any other location where employees covered by this Agreement are expected to work.

Any violation of Section 15.1 shall constitute just cause for discipline by the Employer, up to and including discharge.

In consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 15.1, the Employer agrees not to lock out any bargaining unit employees during the term of the Agreement because of a labor dispute between bargaining unit employees and the Employer.

ARTICLE 16: WAIVER, SAVINGS AND AMENDMENT

Section 16.1. Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and appendices (if any), concludes all collective bargaining between the parties during the term of the Agreement, and constitutes the sole source of any and all rights or claims which may be asserted in any way hereunder, and supersedes all prior agreements, understandings and practices between the parties, oral or written, express or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. Therefore, for the life of this Agreement except as otherwise required under this Article, each party 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 referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in 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.

Section 16.2. Savings Clause. If, during the term of this Agreement, any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with this Agreement or any application of the Agreement to any employee or group of employees shall be restrained or enjoined, then the rest of this Agreement shall not be affected thereby and shall continue in full force and effect. If any provision of this Agreement is so held to be invalid or unenforceable, the parties will enter into collective bargaining upon the written request of either party for the purpose of negotiating a mutually agreeable replacement for the invalid or unenforceable provision.

Section 16.3. Amendment. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties.

ARTICLE 17: TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 31, 2026.

A. If either party desires to modify and/or terminate this Agreement, it shall effect delivery of written notification or termination of same to the other party not less than sixty (60) days prior to the above termination date.

B. If neither party timely delivers such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of modification or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

C. Any modifications that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

FOR THE EMPLOYER:

FOR THE UNION:

[Signature] 13 DEC 22
Date
[Signature] 12/13/22
Date
[Signature] 12/16/22
Date
[Signature] 12/16/22
Date

[Signature] 12/11/22
Date
[Signature] 12-9-22
Date

Date

Date

APPENDIX A: WAGE RATES

Effective the first full payroll period beginning on or after January 1, 2023, wage rates shall increase by 3%. The pay rates for Emergency Telecommunicators will be:

STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7
\$20.63	\$21.76	\$22.88	\$23.98	\$24.99	\$25.74	\$26.52

Effective the first full payroll period beginning on or after January 1, 2024, wage rates shall increase by 3%. The pay rates for Emergency Telecommunicators will be:

STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7
\$21.25	\$22.42	\$23.56	\$24.70	\$25.74	\$26.51	\$27.32

Effective the first full payroll period beginning on or after January 1, 2025, wage rates shall increase by 3%. The pay rates for Emergency Telecommunicators will be:

STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7
\$21.89	\$23.09	\$24.27	\$25.44	\$26.51	\$27.31	\$28.14

Effective the first full payroll period beginning on or after January 1, 2026, wage rates shall increase by 3%. The pay rates for Emergency Telecommunicators will be:

STEP-1	STEP-2	STEP-3	STEP-4	STEP-5	STEP-6	STEP-7
\$22.54	\$23.78	\$25.00	\$26.20	\$27.30	\$28.13	\$28.98