



NOTICE and AGENDA for

Kalamazoo County Consolidated Dispatch Authority

Personnel Committee

December 1, 2025

PLEASE TAKE NOTICE that a Meeting of the Kalamazoo County Consolidated Dispatch Authority (KCCDA) Personnel Committee will be held on **Monday, December 1st** at 1:00 p.m. in the Chief Switalski Meeting Room at Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo Michigan for consideration of items, namely, on this Agenda.

ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

Pat McGinnis, Chairperson		Rick Fuller	
Bryan Ergang		Jim Ritsema (PRI) / Ryan Tibbets (ALT)	
Scott Merlo		Tracie Moored	
Jeff Heppler (PRI) / Dale Deleeuw (ALT)			

ITEM 3 – APPROVAL OF MEETING MINUTES

- A. September 23rd – Regular Meeting

ITEM 4 – CITIZENS' TIME

The Committee welcomes members of the public to express their ideas or concerns about issues affecting Kalamazoo County Consolidated Dispatch Authority. Members of the public wishing to speak are requested to stand and state their full name and address for the record. Each member of the public is limited to four minutes or less.

ITEM 5 – FOR CONSIDERATION

- A. Old Business
- B. New Business
1. Collective Bargaining Agreement with UAW Local 2290 Unit 5
 2. Executive Director Performance Evaluation
 3. Executive Director Employment Agreement 2/15/26 – 2/14/29

ITEM 6 – OTHER ITEMS

- C. Announcements and Member Comments
- D. Next Meeting – TBD

ITEM 7 – ADJOURNMENT

KCCDA meetings are open to all without regard to religion, race, color, national origin, sex, sexual orientation, gender identity or expression, height, weight, familial status, marital status, disability, or any other legally protected class. The KCCDA will provide special aid or assistance to attend a KCCDA meeting and will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities, upon four (4) business days' notice to the KCCDA. Individuals with disabilities requiring auxiliary aids or services should contact KCCDA by emailing admin@kccda911.org or calling (269) 488-8911.



***Personnel Committee
September 23, 2025
2:30 p.m.***

ITEM 1 – CALL TO ORDER

The Personnel Committee Meeting was called to order at 2:30 p.m. by Personnel Committee Chairperson Pat McGinnis in the Chief Switalski Meeting Room, Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo, Michigan on Tuesday, September 23, 2025.

ITEM 2 – ROLL CALL

Members Present: Pat McGinnis, Portage City Manager; Bryan Ergang, Chief, Kalamazoo Township Police Department; Jeff Heppler, Kalamazoo County Board of Commissioners; Jim Ritsema, City of Kalamazoo Manager

Others Present: Jeff Troyer, Executive Director; Torie Rose, Deputy Director; Chris McComb, Executive Administrative Assistant

ITEM 3 – APPROVAL OF MEETING MINUTES

A. April 17, 2025 – Regular Meeting

“Motion by Mr. Ergang, second by Mr. Heppler, to approve the minutes of the April 17, 2025, Regular Meeting as presented.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 - CITIZENS' TIME

There was no citizen comment.

ITEM 5 – FOR CONSIDERATION

A. Old Business

There was none.

B. New Business

1. Executive Director's Performance Appraisal Tool

McGinnis commented that following last year's evaluation process, a Board Member had expressed concern about certain questions on the evaluation tool. The member noted that they lacked sufficient firsthand knowledge to assess the Director's performance in some areas. As a result, the Board Member suggested that incorporating feedback from individuals outside the Board—such as through a 360-degree evaluation—might provide a more comprehensive and accurate assessment.

The Committee engaged in a thoughtful discussion about the merits of this approach. Members acknowledged the potential value of broader feedback mechanisms but also noted that Board Members who do not have direct knowledge of a specific evaluation criterion can simply leave that item blank. Those with relevant insight into the Director's performance in that area can provide a score.

In the absence of specific concerns or performance issues requiring further follow-up, the Committee agreed there was no immediate need to implement a 360-degree evaluation at this time. Mr. McGinnis stated that if the Director felt it was worthwhile, he could invest in a 360 tool with the results going directly to the Director.

2. Personnel Policy Revisions (effective January 1st):

a. 4.4 – Funeral Leave

Mr. Troyer explained that the policy was specific to funerals, and many people have private memorials now. The policy revision proposed is effective January 1, 2026.

b. 7.11 – Short-term Disability Coverage

Mr. Troyer stated Short-term Disability currently pays a maximum of up to \$600 per week. This amount has not changed since consolidation and barely covers step 1 for an ECO I at 67%. Administration proposes an increase in the weekly maximum amount to \$900. The policy revision proposed is effective January 1, 2026.

“Motion by Mr. Ergang, second by Mr. Heppler to approve the revisions to personnel policy 4.4 – Funeral Leave and 7.11 – Short-term Disability Coverage as presented.

On a voice vote, **MOTION CARRIED.**

3. Job Description Revisions

a. Network and Systems Administrator/IT Manager

Mr. Troyer stated this request is to retitle the Network and Systems Administrator position to Information Technology (IT) Manager to better reflect job duties. This is nothing but title change and reflects no changes in duties.

b. Systems Support Specialist

Mr. Troyer explained that the Network and Systems Administrator title was used in Systems Support Specialist job description. Each of those were changed to Information Technology (IT) Manager to reflect the change in title.

“Motion by Mr. Ritsema, second by Mr. Ergang to approve the job description revisions to the Network and Systems Administrator/Information Technology (IT) Manager and the System Support Specialist as presented.”

On a voice vote, **MOTION CARRIED.**

4. Closed Session MCL 15.268(c) – Strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement

“Motion by Mr. Ergang, second by Mr. Heppler to retire to Closed Session to discuss the strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.”

On a voice vote, **MOTION CARRIED.**

The Committee retired to Closed Session at 3:06 p.m.

The Committee returned to Open Session at 3:28 p.m.

“Motion by Mr. Ritsema, second by Mr. Ergang to accept the Collective Bargaining Agreement Tentative Terms as presented, with the grammatical change to the Bereavement section.”

On a voice vote, **MOTION CARRIED.**

ITEM 6 – OTHER ITEMS

A. Announcements and Member Comments

There was none.

B. Next Meeting

The next meeting is to be determined.

ITEM 7 - ADJOURNMENT

The meeting was adjourned at 4:34 p.m.

AGREEMENT

Between

Kalamazoo County Consolidated Dispatch Authority

and

**United Automobile, Aerospace & Agricultural Implement
Workers of America (UAW) and UAW Local 2290 unit 5**

Effective January 1, ~~2023~~2026, through December 31, ~~2025~~2028

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AGREEMENT

This Agreement is effective the 1st day of January 2023, by and between the Kalamazoo County Consolidated Dispatch Authority (hereinafter referred to as the "Authority" or the "Employer"), and the United Automobile, Aerospace & Agricultural Implement Workers of America (UAW) and UAW Local 2290, Unit 5 (hereinafter collectively referred to as the "Union").

ARTICLE 1: RECOGNITION

Section 1.1. Recognition.

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

All regular full-time and part-time Emergency Communication Officers I and II employed by the Kalamazoo County Consolidated Dispatch Authority, BUT EXCLUDING the Director, Deputy Director, all supervisory employees, department assistants and secretaries, confidential, temporary and seasonal employees, and all other employees.

Section 1.2: Definitions and Employee Coverage.

For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee. A full-time employee is an employee who is budgeted to regularly work eighty (80) hours per fourteen (14) day work period on a regular basis in a job classified by the Employer as permanent.

Regular Part-Time Employee. A regular part time employee is an employee who is budgeted to regularly work less than eighty (80) hours per fourteen (14) day work period on a regular basis in a job classified by the Employer as permanent.

Irregular Employee. An irregular employee is an individual not included within the above definitions of full time or regular part-time employee who is working on any other basis, including temporary, casual or seasonal.

In the event that an employee's status is to be changed because of reduced or increased working hours, the Employer will advise the Union prior to the effective date of the change in status.

Section 1.3. Other Agreements.

The Employer agrees that during the life of this Agreement it will not recognize any other labor organization as the collective bargaining agent for the employees covered by this Agreement.

ARTICLE 2: REPRESENTATION

Section 2.1. Stewards Officers.

Employees within the bargaining unit shall be represented for the purpose of processing and investigating grievances by a Unit Chairperson who shall act as Chief Steward, and three (3) Alternative Stewards whom shall be non-probationary members of the bargaining unit. The Union shall give written notice identifying the Chief and Alternative Stewards before the Employer is obligated to recognize them. If the Authority expands beyond its current operations and the Union can demonstrate the need for additional representation, the Employer agrees to negotiate recognition of additional Stewards.

Section 2.2. Negotiating Committee.

The Employer recognizes a negotiating committee whose duty and function is to meet with the Employer' representatives for purposes of collective bargaining. The negotiating committee shall be comprised of four (4) non-probationary Union represented Authority employees, and at least one shall be a regular part-time employee. Any representative of the International UAW Union may be present at any meeting between the Parties.

Section 2.3. Union Access.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours in designated meeting rooms to meet and talk for a reasonable time with the Stewards of the bargaining unit or management representatives of the Employer concerning matters covered by this Agreement. Advance notification of such visits shall be provided to the Employer whenever reasonably possible. Stewards participating in such discussions must obtain permission from their immediate supervisor before leaving their duties and shall report to their supervisor upon conclusion any such meeting.

Section 2.4. Bulletin Board.

The Employer will provide a bulletin board in the breakroom where employees hereunder are employed for the posting of seniority for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or, the Unit Chairperson, or a Steward for the Union.

ARTICLE 3: UNION MEMBERSHIP AND CHECK-OFF

Section 3.1. Union Membership.

Membership in or financial support of the Union is not compulsory and is completely voluntary. The Employer shall not discriminate against any employee because the employee voluntarily chooses to be a member of the Union or to otherwise financially support the Union nor shall the Employer discriminate against any employee who voluntarily chooses not to be a member of, or voluntarily financially support the Union.

Section 3.2. Dues/Fees.

An employee may voluntarily elect to become a member in or financial support the Union and the Employer agrees to deduct Union dues or service fees subject to all of the following conditions:

- A. The union shall obtain an authorization form from each employee of the bargaining unit who elects to be a Union member or who voluntarily agrees to remit a representation fee. The authorization form shall conform with law. Individual authorization forms shall be furnished by the Union, and when fully executed, filed with the Employer. Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.
- B. ~~The. The~~ Employer may return an incomplete or incorrectly completed form to the Union and no check-off shall be made until the form is corrected.
- C. All authorization forms filed with the Employer office shall become effective the next pay period, provided the employee has sufficient net earnings to cover the dues and/or initiation fee. Employer shall forward to the Treasurer of the Union within ten (10) days of a deduction a sum equal to the total deductions for the Union membership dues.
- D. If an employee withdraws his/her check-off authorization form and/or files notice with the Employer that the employee is withdrawing the authorization form, no deduction shall be made by the Employer commencing the pay-period in which the form is withdrawn. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written authorization form, no further deductions will be made until the matter is resolved.
- E. In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the authorization form, or Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
- F. The Union shall notify the Employer in writing of the proper amount of Union membership dues and any changes in such amount. The Union shall provide the Employer with a written thirty (30) days' notice of any change in the Union membership dues to be deducted from the wages of the employees.
- G. The Employer's sole obligation under this Article is limited to the deduction of Union membership dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, it shall deduct such amounts upon discovery of the error, but its earlier failure to do so shall not result in any financial liability whatsoever.
- H. 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 3.3. Indemnification Provision.

The Employer shall not be liable to the Union by reason of the requirements of this Article for remittance or payment of any sum other than that constituting actual deduction made from an employee's wages. 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.

ARTICLE 4: EMPLOYER RIGHTS

Section 4.1. Employer Rights.

- A. The Employer possesses and retains the sole power, duty, and right to operate and manage it the Authority and its management, operations, activities and facilities.
- B. Among the rights of the Employer, included by way of illustration and not by way of limitation, is the right determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine matters of managerial and operational policies; to determine the nature and number of facilities, departments, and their location; to establish classifications of work and the number of personnel required; to direct and control its operations; to study and use improved methods and equipment and assistance from non-employee sources; to determine the location of work assignments and related work to be performed; to hire and increase or decrease the size of the work force; and in all respects to carry out the ordinary and customary functions of the Employer. The exercise of the Employer's discretion, judgment, powers, or rights as to any such matter shall not be subject to the Grievance or Arbitration procedures.
- C. 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 for just cause; to adopt, modify, change, or alter its budget; 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; and to provide and assign relief personnel. 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.
- D. The Employers shall have the right to transfer, consolidate and/or subcontract work performed by the bargaining unit during the term of this Agreement. The Union shall have the right to bargain over the effects of a subcontract decision, and/or rights provided under law relative to a successor in a transfer or consolidation.
- E. Individual or group performance evaluations may be conducted by the Employer at the Director's sole discretion. The Director shall determine who performs an evaluation in his sole discretion.

Section 4.2. Rules, Regulations, Policies and Procedures.

The Employer reserves the right to establish rules, regulations, policies, and procedures including, but not limited to, operational procedures or rules which regulate conduct, safety and health of employees. 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.

ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURES

Section 5.1. 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.

Section 5.2. Procedural Compliance.

The procedural requirements, including time limits, established in the Grievance Procedure shall be followed by the parties. If 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. In computing "calendar days" under the Grievance or Arbitration Procedures, Saturday & Sunday shall be included but, recognized holidays shall be excluded.

Section 5.3. Grievance Procedure.

All grievances shall be processed in the following manner:

STEP 1: An employee with a complaint shall discuss the matter with his/her immediate supervisor, within two (2) working days from the time of the occurrence of the event(s) giving rise to the complaint or within five (5) calendar days from the time the employee involved first knew or could reasonably have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence. If requested by the employee, an available Union Steward may be present if available. Every effort shall be made to settle the complaint in this manner.

STEP 2: If the grievance is not satisfactorily settled in the Step 1, the complaint shall be reduced to a written grievance and submitted to the Deputy Director, or designated representative, within ten (10) calendar days from the initial date the employee made the Step 1 oral complaint. The written grievance must state (1) who is affected; (2) what happened; (3) when it happened; (4) where it happened; (5) the specific section or sections of the Agreement is alleged

to have been violated; (6) what adjustment is requested; and, (6) must be signed by the employee or a Union Steward.

The Deputy Director will schedule a meeting with the grievant(s) and a Union Steward to discuss the matter. If the Unit Chairperson will not be attending, a Steward has the right to confer with the Unit Chairperson prior to the meeting. Such consultation, if taking place during scheduled work hours, shall not unreasonably interfere with either persons normal position duties. The Deputy Director (or designated representative) shall make his or her written disposition of the grievance within five (5) calendar days after receipt.

STEP 3: If the complaint is not satisfactorily settled in the Step 2, the Union may appeal in writing within eight (8) calendar days from the time of the Deputy Director's/designee's written answer in Step 2. The appeal shall be submitted to the Director (or designated representative) in writing and shall explain the reason(s) for rejecting the Step 2 disposition and any change in the settlement proposed. The appeal shall be signed by a Union Steward and presented to the Director within eight (8) calendar days following the Employer's Step 2 answer.

At the request of the Union International Representative, the Director will schedule a meeting with the grievant(s) and the International Representative to discuss the matter. Up to two additional Employer representatives (including counsel) and up to two additional Union representatives (including counsel) may participate. The Executive Director (or his or her designated representative) shall thereafter give the Union a written answer to the appeal within eight (8) calendar days after such meeting.

Section 5.5. Statutory Based Claims.

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the Grievance Procedure provided under this contract, excluding only claims brought before the Equal Employment Opportunity Commission, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. The above does not apply if there are two (2) separate issues arising from the same incident. Employees still must adhere to the contract grievance procedure time limits.

Section 5.6. Grievance Settlements.

With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the

Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement thereof and shall be binding upon the Union and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Such settlements shall indicate whether the settlement shall be with or without precedence for any future grievance.

Section 5.7. Arbitration.

- A. If a is not resolved after Step 3, the Union may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with the 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 Executive Director's final answer is issued (or if no answer is timely issued, thirty (30) calendar days after the Executive Director's final answer is due). By mutual written agreement, the thirty (30) day time limit may be extended provided that the length of the extension is specified.
- B. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.
- C. If a timely arbitration request is filed by the Union, the parties shall, within fourteen (14) calendar days from receipt of notice for arbitration, select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by MERC by each party alternately striking a name. The Union shall strike the first name from the list. The last remaining name shall serve as the arbitrator. 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.
- D. 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, 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, 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 Article __, or which is in any way inconsistent with the Employer's exercise of such rights. Any award of the arbitrator shall not be retroactive to more than ten (10) 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.

- E. The arbitrator's decision shall be final 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.
- F. Hearing are to be scheduled 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.
- G. 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 shared equally by the Union and the Employer.

ARTICLE 6: SPECIAL CONFERENCES

Section 6.1. Special Conferences.

- A. Special Conferences on important matters excluding grievances and negotiations, will be arranged between the Employer and the Union upon request of the Parties. Such important matters may include asserted safety issues or matters regarding compliance with laws or ordinance. Special Conferences shall be held at mutually agreed upon times, normally within ten working days after the request.
- B. 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. Matters taken up in special conferences shall be confined to those included on the agenda, unless otherwise agreed by both parties.
- C. Unless otherwise agreed, Union representation at Special Conferences shall be limited to not more than two (2) employee representatives. Time spent in Special Conferences shall not count as hours worked.
- D. 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 mutually agreed to discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.

ARTICLE 7: DISCIPLINARY ACTION

Section 7.1. Just Cause.

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

Section 7.2. Administrative Leave Pending Investigation.

The Employer may place an employee on administrative leave pending investigation to complete the investigation. If the investigation fails to disclose that the employee committed the alleged offense, the employee shall not suffer any loss of pay or benefits for the time on administrative leave. The time limits provided for in the Grievance Procedure shall not begin to run, nor shall any grievance be processed or filed until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the administrative leave pending investigation.

Section 7.3. Investigatory Interviews.

An employee required to attend an investigatory interview by the Employer may request to be accompanied by a Union representative during investigatory interviews which could reasonably be expected to lead to disciplinary action against the employee.

Section 7.4. Disciplinary Reports.

The Employer shall notify an employee of any disciplinary action taken against the employee. Such notice shall be in writing for discipline imposing unpaid time off as a discipline. Any disciplinary notice shall be placed in the disciplined employee's personnel record, and a copy given to the disciplined employee and a copy shall be provided personally or by email to the Unit Chairperson. An employee may request removal of a Level 2 (i.e. written reprimand with no suspension) or lesser disciplinary report that is more than two (2) years old. Removal is at the discretion of the Employer, but Level 2 or lesser reports shall be removed upon request if the employee has gone for four (4) years since the last such discipline

Section 7.5: Verbal Counselling Memorandum

Verbal Counselling Memorandum may be utilized by the Employer to communicate performance deficiencies to employees. Verbal Counselling Memorandum shall not be subject to the arbitration procedure of this Agreement. A non-probationary employee or the Union may request that that a Verbal Counselling Memorandum be processed through Step 2 of the Grievance Procedure.

Section 7.6 Conference with Steward Prior to Leaving Premises.

A discharged or suspended employee will be allowed to discuss his discharge or suspension with an available Steward, and the Employer will make available a designated area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.

ARTICLE 8: SENIORITY

Section 8.1. Anniversary Date.

Anniversary date shall begin with last date of hire as a regular full time or part time employee with the Authority, and the same date thereafter in succeeding years. The anniversary date may be adjusted to reflect time spent on extended unpaid leaves of absences (this provision shall not be applicable to Military Leaves controlled by USERRA), layoffs which exceed one year, or any termination of the employment relationship.

Section 8.2. Bargaining Unit Classification Seniority.

Bargaining unit classification seniority (or "classification seniority") means length of an employee's continuous service within a job classification covered by this Agreement with the same employment status (full-time or part-time). For the purpose of this section, full-time and part-time employment is considered separate sub-classifications in which full-time is considered a higher-ranking status. Bargaining unit classification seniority shall include continuous service in a higher-ranking position if the employee is demoted or requests and accepts voluntary demotion, and there is a vacant budgeted position in the lower-ranking classification. The application of bargaining unit classification seniority shall be limited to the preferences and benefits specifically recited in this Agreement as being controlled by classification seniority.

In the event two or more employees have the same classification seniority date, the employer shall consider the employees' anniversary date as the first tie-breaker. If multiple employees are still the same, classification seniority will be determined by alphabetical order of surnames.

Section 8.3. Probationary Period.

- A. All new full-time and regular part-time employees shall be considered probationary employees until they have completed twelve (12) months of active employment with the Employer.
- B. Until an employee has successfully completed the probationary period, a probationary 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 and Arbitration Procedure.
- C. Probationary employees may have their probationary status extended by the Employer for poor job performance, to meet training requirements, or other good cause, but only upon written notice being mailed or emailed to the Union at least fourteen (14) calendar days prior to the termination of the probationary period. If the Union fails to object to the extension prior to the end of the probationary period, the extension shall be deemed granted. If an employee is discharged as a result of the Union's refusal to consent to the extension, the discharged employee will have no recourse though, and may not avail himself/herself of, the grievance or arbitration procedures. The Union may likewise request the probationary status of an employee be extended, in lieu of discharge, by sending such written request to the Employer at least fourteen (14) calendar days prior to the end of the employee's probationary period. The Unit Chairperson and Employer

may meet to discuss such request, but denial of such request is not subject to the Grievance and Arbitration provisions of this Agreement.

- D. Temporary service by an irregular employee which immediately precedes the transfer (of an irregular employee to a regular full-time position shall be credited in calculating the probationary period and classification seniority.
- E. The Employer will provide the Union the names of all newly hired Unit eligible employees within seven (7) calendar days of the first day of employment. A Union representative will be provided an opportunity to meet with said employees as part of the orientation process.
- F. A probationary employee who is projected by the Employer to be released from training prior to the bidding period may participate in the shift bid process.

Section 8.4. Loss of Seniority.

Except as otherwise required by law, an employee's seniority and employment relationship shall be terminated:

- A. If the employee quits or resigns.
- B. If the employee retires and said employee is not reemployed by the Employer within one-hundred and eighty (180) calendar days of the date of retirement.
- C. If the employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- D. 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.
- E. 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.
- F. 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.
- G. If the employee does not return to work immediately following the expiration of a leave of absence, vacation, recall from layoff or disciplinary suspension 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.

- H. If the employee has been off work on a leave of absence. (including a sick leave compensable under any Workers' Compensation Act) 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.
- I. If the employee has on layoff for a continuous period of twenty-four (24) consecutive months or the length of the employee's seniority at the time of commencement of layoff, whichever is less,
- J. If the employee is convicted of, or pleads nolo contendere to, a felony or any disqualifying conviction, or is otherwise disqualified from having access to the Law Enforcement Information Network.
- K. If the employee makes an knowingly false and material statement on his employment application, on an application for leave of absence, or on any other official report used for police purposes;

Section 8.5. Classification Seniority Lists.

The Employer will maintain an up-to-date classification seniority list, showing the names and seniority dates of all employees in the bargaining unit. Copies of the classification seniority list will be posted and made available to the Unit Chairperson prior to shift bid. The posted seniority list will be conclusive unless it is the subject of a timely grievance.

Section 8.6. Seniority Rights of Transferred Employees.

An employee transferred to a position outside the bargaining unit shall retain classification seniority for up two (2) years. Such classification seniority shall be retained as of the date of the transfer, but the transferred employee shall not accrue additional classification 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. Should an employee be returned to the bargaining unit by the Employer, the employee's retained classification seniority shall be reinstated upon the date of return and the employee shall thereafter begin to accumulate classification seniority again.

ARTICLE 9: LAYOFF AND RECALL

Section 9.1. Layoff.

If the Employer determines that it is necessary to reduce the workforce or positions in a particular job classification, the employer shall lay off employees in the following order:

- A. Temporary and/or irregular employees (if any) in the particular job classification affected by the layoff. shall be laid off first.
- B. The next employee or employees to be laid off shall be probationary employees in the particular job classification affected by the layoff.

- C. The Employer shall provide regular full and part-time employees in the particular job classification subject to the layoff an opportunity to request to volunteer. The grant or denial of such request by the Employer shall be based upon staffing or operational needs.
- D. The next employee or employees to be laid off shall be from the Emergency Communications Officers I full-time or regular part time classifications. Within the classification or classifications decided on by the Employer, such layoff will be by inverse order of classification seniority; provided, however, that the remaining senior employee or employees in the classification have – in the opinion of the Employer – the necessary qualifications, skill, ability, and experience to perform the remaining required work.
- E. The next employee or employees to be laid off shall be from the Emergency Communications Officers II full-time or regular part time classifications. Within the classification or classifications decided on by the Employer, such layoff will be by inverse order of classification seniority; provided, however, that the remaining senior employee or employees in the classification have – in the opinion of the Employer – the necessary qualifications, skill, ability and experience to perform the remaining required work.

Notice of layoff shall be given in writing, indicating the employee's last scheduled day of work, with a copy provided to the Unit Chairperson.

Section 9.2. Grant Funded Positions.

Grant funded employees/positions may be excluded from the Layoff and Recall procedure in the discretion of the Director based upon the requirements of the grant and/or position.

Section 9.3. Recall.

- A. If the Employer determines that a recall is appropriate, employees with retained seniority shall be recalled to work in order of seniority; provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. In order to retain necessary qualifications/certifications, the Employer will permit those laid-off unit employees who request to participate and whose designation status is expiring, the opportunity to participate in Employer sponsored continuing education or certification training, at no cost to the individual. A laid off employee who elects to voluntarily participate in such opportunity while on layoff is not eligible for compensation from the Employer.
- B. Notification of recall indicating the employee's next scheduled day of work may be by any effective means and shall be confirmed by mail to the employee's last known address, with a copy provided to the Unit Chairperson. Within three (3) calendar days after being notified of recall, an employee must accept or decline the recall to work by email or other written notice to the Director or the Director's designee. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the three (3) calendar day period shall be considered to have voluntarily quit, unless the employee's failure to timely respond by the required date is for a reason satisfactory to the Employer.

- C. The employee must actually report to work on the required return to work date. Employees 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.
- D. It is the responsibility of the employee to keep the Employer advised of their current name, address, email address and telephone number, and the current names of their dependents. Employees shall notify the Employer, in writing, of any change in their name, address, email address and telephone number, and the names of their dependents as soon as possible after such change has been made. The Employer shall be entitled to rely upon the employee's name, address, email address and telephone number, and the names of their dependents, as reflected in the Employer's files, for all purposes involving the employee's employment.
- E. Lay-off Disputes. All grievances concerning layoff or displacement rights must be filed within five (5) working days from the date of notification of the layoff or displacement and shall be processed initially at Step 3 of the Grievance Procedure.

ARTICLE 10: WORK SCHEDULE

Section 10.1. Work Day.

An employee's normal work day shall consist of eight (8), ten (10) or twelve (12) consecutive hours or a combination thereof, or any other pattern of hours whichever is elected by the Director, and mutually agreed upon by the Employer and the Union. A workday shall be defined as a twenty-four (24) hour period commencing from the start of an employee's regularly scheduled shift.

Section 10.2. Schedule.

The work schedule and starting and quitting times for any and all shifts shall be established by the Employer thirty (30) days in advance whenever possible. The Director reserves the right to change normative work schedule(s) when operating conditions or staffing warrant such changes.

- 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. So long as the NLRB labor organization certification exists, 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.

Section 10.3. Lunch and Break Periods.

Employees are required to be ready to start to work at the scheduled start of their workday and are required to remain on duty at work until the end of their day, except for break periods as outlined in this section. Employees scheduled to work at least eight hours shall be scheduled for a paid thirty (30) minute meal period, during which the employees must remain available to immediately return to a dispatch console if necessary. The timing of such breaks may vary depending upon the nature of the work the employee is performing at the time. The parties recognize that under certain conditions it will be impossible for employees to take a break until the urgent aspect of the work being performed is completed. In addition, reasonable time to take natural breaks and to obtain coffee, other refreshments or food to be consumed at their workstations during their normal workday as duty permits. Employees are not entitled to any additional compensation if circumstances develop during a shift that prevent them from utilizing their scheduled breaks.

Section 10.4. Shift Preference.

Employees released from training, shall be permitted to bid on rotating shifts two (2) times per year usually corresponding to the summer months (mid-April to mid-October) and winter months (mid-October to mid-April) based on seniority. Employees bid for shifts by the date specified by the Director prior to the new bidding period. Notwithstanding employee bids, the Director may assign employees to other shifts as the Director deems necessary for safe, efficient and effective operations (for example, for purposes of continuity, experience, training, emergency situations, etc.) of the dispatch center.

In the event a trainee is released from training with at least 30 days or more left in a shift bid, the Employer shall determine which shift and rotation the employee will be assigned. Once determined, the Employer agrees to offer that position (shift and rotation) to eligible employees (as determined by the Employer) working the opposite shift (days/nights). The position will be offered to the most senior person from the eligible employee pool. If the most senior person does not want the position, it shall be offered to the 2nd most senior person and so on until someone either accepts the position or all eligible employees turn it down. If an eligible employee elects the position, he/she recognizes and acknowledges that such election may result in his/her approved or scheduled vacation being cancelled due to conflicts with other employee vacations on the rotation to which he/she is transitioning. If there is no conflict(s), the employee transitioning shall be permitted to retain his/her previously approved vacation schedule. This process will only be conducted for the one position each time; it is not subject to additional transfers for position vacancies created by or after an eligible employee has accepted the position.

Section 10.5. Exchange of Time (Shift Trades).

Employees who have been released from training may trade shifts and days off with another employee provided the trade is approved by the Director or designee.

- A. Trades may only be approved if the both the swapped day or days within same workweek (or, upon 7b certification, within the same pay period); is requested in advance; does not

result in the payment of overtime or premium pay; and does not adversely affect the safety, efficiency or effectiveness of operations.

- B. Shift trades may not result in any employee working more than 16 hours straight and there are at least 8 hours between the end of one shift and the beginning of the next shift.
- C. Although shift trades are strictly voluntary, the Employer reserves the right to limit the length and frequency of such shift trades. A request to trade shifts and days off may be granted or denied in the sole discretion of the Director. It is the responsibility of the employees to ensure that all traded shifts are made up, and the Employer shall have no obligation or responsibility to ensure that traded shifts are made up. Denials of trade shifts are not subject to the Grievance provisions of this Agreement.

Section 10.6. Regular Scheduled Time Off.

Employees will have an (8) eight-hour break between regular scheduled shifts except for emergency situations or unplanned staffing shortages as determined by the Executive Director.

ARTICLE 11: LEAVES OF ABSENCE

Section 11.1. General.

- A. 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 **for** in this Agreement, fringe benefits (including, but not limited to, PTO, holidays, insurance coverage, etc.) are not provided and do not accrue during any leave of absence without pay, and all accrued banked benefits² are frozen until return from such leave. Seniority continues to accrue during any approved paid leave of absence.
- B. Except as required by law, a leave of absence shall not exceed 12 months or the employee's seniority at the commencement of the leave, whichever is shorter.
- C. There shall be no duplication or pyramiding of leave benefits or types of absence.
- D. Employees shall not accept or engage in employment while on leave of absence unless agreed to by the Employer previously or in at the time of the leave request.
- E. There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted under this Agreement.
- F. Requests for leaves of absence shall be submitted in writing to the 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 Director or designee.

Section 11.2. Unpaid Personal Leave.

After an employee has exhausted all paid time off benefits a regular employee that has completed over one year of employment may request an unpaid personal leave of up to thirty calendar days. The All requests shall state the reason and expected duration for the leave and must be signed by the employee. An extension of an unpaid personal leave of absence may be granted by the Director, provided the extension is requested in writing prior to the termination of the original leave period and does not exceed at total 180 calendar days. No request for an unpaid personal leave of absence shall be considered approved unless such approval is in writing signed by the Director. The employee's existing insurance coverages at the time of the leave will continue during the leave, provided the employee continues to timely pay their normal contribution for such coverage. An eligible regular employee who has been granted an unpaid personal leave under this Section may not request a subsequent leave under this Section during the same calendar year and/or until two years after expiration of the previously granted unpaid personal leave. The Employer's decision to grant or deny a personal leave of absence will not be subject to Arbitration provisions of this Agreement.

Section 11.3. Unpaid Union Leave.

The Employer may grant up to ~~a five~~^{seven} (57) consecutive calendar days unpaid leave of absence to the Unit Chairperson, Alternative Stewards, ~~or Negotiating Committee members, or Local UAW Officers as defined in the UAW constitution~~ or a Union member in good standing to attend Union functions or seminars, UAW Conferences or the UAW Constitutional Convention provided that written advance notice of at least 30 days is provided, and that such leave does not interfere with the (staffing) requirements of the Employer. Seniority and all fringe benefits continue during such leave and employees are not required to use or exhaust Paid Time Off (PTO) for their regular scheduled hours absent due to such leave.

Section 11.4. Military Training and Duty Leave.

- A. The Employer will comply with all USERRA provisions regarding military duty and service members. Employees shall be required to provide such notices or documentation as required by the Employer to the extent permitted or authorized under USERRA.
- B. For each day, up to a maximum of ten (10) working days per calendar year, that an eligible employee serves on training or emergency duty when the employee otherwise would have worked, a regular full time employee shall receive the difference between the employee's regular rate of pay for the employee's regularly scheduled hours and the amount the employee received from the military pay; including all allowances. The Employer may require an employee provide Authority satisfactory evidence that the employee completed the training or emergency duty on the days that the employee claims to be entitled to paid military leave and/or the amount of military pay received for the period in which paid military leave is requested.

Section 11.5. Americans with Disability Leave.

Subject to the restrictions contained in this Agreement, an employee who has a disability as defined by the ADA, and has no other paid leave rights and who has exhausted all available Family and Medical Leave (if applicable), may seek an unpaid disability leave as an accommodation under the terms of law. Such leave may be granted as a reasonable

accommodation for a limited and definite duration to an employee temporarily unable to perform the essential functions of the employee's position, after taking into account reasonable accommodations. This Disability Leave will continue for the period of the leave grant, or an extension thereof.

- A. All Leaves under this section, or extensions thereto, are subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability and the cooperation of the employee in engaging in the interactive process. The Authority may require at any time, as a condition of
- B. The Employer may request at any time, as a condition of continuance of a Disability Leave, proof of a continuing disability.
- C. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at its cost, and, if appropriate, require the employee to take a leave of absence under this Section.
- D. All employees returning to work from a Disability Leave must present a physician's certificate establishing to the Employer's satisfaction that the employee is medically able to perform the employee's job.

Section 11.6. ~~Funeral~~Bereavement-Leave.

Full and part-time employees shall be granted up to three (3) consecutive calendar days of leave to ~~attend the funeral or a verifiable memorial service~~mourn and attend private or public memorial services when death occurs in the employee's immediate family, provided ~~that one of the three consecutive calendar days is the day of the service and the employee attends the service for the family member~~the employee provides verifiable proof of death (obituary, memorial service announcement, etc). During the three (3) consecutive days, the employee shall be unavailable for any work hours.

Employees ~~shall receive pay at their~~who loses work from his regularly scheduled hours shall receive pay at their regular rate of pay for the number of regularly scheduled hours lost, up to a maximum of 24 hours, while on their three consecutive day ~~funeral~~Bereavement leave. Upon request, the employee may be granted additional time off, either PTO or leave without pay, for travel to a ~~funeral held at~~ a location outside the State of Michigan.

"Immediate family" shall mean the employee's:

- parent or the spouse's parent
- current spouse
- child or the child's current spouse
- sibling
- current brother-in-law or sister-in-law
- grandparent or spouse's grandparent
- grandchild
- ~~child living with employee under guardianship or other legal dependent status~~Legal dependent living with employee (including domestic partner)-

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

Section 11.7. Jury Duty Leave.

Non-probationary employees summoned by a court to serve as jurors shall be given a jury leave of absence for the days the employee is required by the court to serve as a juror. For each such day, up to a maximum of thirty (30) days per calendar year, on which the employee was scheduled to have worked, a regular full-time employee shall receive pay at their regular rate for their regularly scheduled hours on that day. In order to be eligible to receive jury duty pay, an employee must:

- A. Provide the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- B. Provide satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- C. Return to work promptly after being excused from jury duty service;
- D. Reimburses the Authority the jury pay the employee received from the court less amounts paid for travel and meal expenses. The Authority may require the employee provide the Authority with substantiation regarding the amount of jury duty pay, travel expenses and meal expenses received from the court for the jury duty service; and,
- E. The employee must return to work and work any hours out of his/her scheduled work day that he/she is not actually on jury duty.

Section 11.8. 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 required to testify in a case or hearing as part of their job duties or in which the Employer or a municipal responder agency is a party and the employee is not an adverse party, shall be paid at their regular hourly rate for the court appearance; including travel to and from the same up to a maximum of thirty (30) minutes each way.

Section 11.9. Administrative Leave.

The Employer may, within its sole discretion, permit or direct an employee to take a non-disciplinary/non-investigatory administrative leave of absence with pay, where such leave would benefit the employee or the Employer.

Section 11.10. FMLA Leave.

So long, and only to the extent that the Employer is a “employer” as defined by the Family and Medical Leave Act, employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence reasons required under the FMLA.

- A. An eligible employee is entitled to a total of 12 work weeks of leave during a “rolling” 12-month period measured backward from the date an employee uses any leave.
- B. Employees desiring leaves of absence under this section shall provide written notice to the Director setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration.
- C. Unless leave is taken for the employee's own serious health condition or that of his or her child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to twelve (12) weeks.
- D. Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule. If medically necessary, leave for the employee's serious health condition or to care for a seriously- ill spouse, child or parent, may be taken intermittently or on a reduced leave schedule.
- E. An employee is required to use all accrued PTO days for leave days prior to, or concurrent with a designated FMLA leave.
- F. When leave is taken for the employee's serious health condition, or to care for a ~~seriously-ill~~ seriously ill spouse, child or parent, the Employer may require certification issued by the health care provider of the employee or of the spouse, child or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time.
- G. For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:
 - 1. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.
 - 2. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
 - 3. When leave is taken to care for a ~~seriously-ill~~ seriously ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.
- H. Employer may require, at its own expense if not covered by insurance, a second medical opinion from a health care provider designated by the Employer, but not employed on a

regular basis by the Employer. In the event of a dispute concerning the second certification, the Employer may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and Employer must agree on the selection of the third health care provider whose opinion is binding on both parties. The Employer may require that the employee obtain subsequent re- certification on a reasonable basis.

Section 11.11, Michigan Paid Sick Leave,

All employees shall be eligible to accrue Paid Time Off (PTO) in accordance with Section 13.1 and may use PTO up to a maximum of seventy-two (72) hours per calendar year for qualifying events as defined by Michigan's Earned Sick Time Act (ESTA).

PTO may be used for paid sick leave, at a minimum, in quarter-hour increments for the following reasons:

- (1) when time off work is needed for personal or a family member's illness, injury or health condition;
- (2) for various reasons in the event the employee or employee's family member is a victim of domestic violence or sexual abuse (i.e., counseling, attendance at criminal proceedings, to relocate);
- (3) for meetings at a child's school or place of care related to the child's health, disability or effects of domestic violence or sexual assault on the child; or
- (4) in cases of public health emergency where a public health official has:
 - closed Employer's office;
 - closed the school of the employee's child who needs home care; or
 - determined that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A family member includes:

- a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis;
- a biological parent, foster parent, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child;
- a person to whom the employee is legally married under the laws of any state or domestic partner;
- a grandparent;
- a grandchild;
- a biological, foster or adopted sibling; and
- any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The use of PTO for paid sick leave must be approved by the employee's supervisor, the Deputy Director, or Executive Director. An employee requesting PTO for paid sick leave shall submit a request at least seven (7) days prior to the first day of sick leave. If the need for sick leave is not foreseeable, an employee must give notice of the need for such sick leave as soon as practicable

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and within two hours from the start of the employee's shift. If the employee's absence due to illness or injury exceeds the amount of accrued PTO eligible for sick leave, the employee must seek and obtain approval for other leave such as Family Medical Leave or Unpaid Personal Leave.

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For use of PTO under this paid sick leave of more than three (3) consecutive days, the Employer may require reasonable documentation demonstrating that the earned paid sick leave time has been used for an above-stated purpose. Upon request, an employee shall provide the documentation to the Employer in a timely manner. Documentation signed by a health care professional indicating that sick time is necessary is reasonable documentation for purposes of this subsection. Documentation providing details of the nature of the illness is not required.

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In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee shall be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization; or (c) a court document indicating that the employee or employee's family member is involved in legal action related to domestic violence or sexual assault. The Employer shall not require documentation explaining the details of the violence.

In cases where documentation is requested, the Employer shall pay any out-of-pocket costs incurred by the employee in obtaining the documentation. All documentation received by the Employer pursuant to this Policy shall be kept confidential and shall not be disclosed except to the employee or with the employee's permission.

Retaliatory actions against an employee for requesting or using PTO for paid sick leave time is prohibited. If an employee believes that the Employer has violated this Policy, that employee may bring a civil action or file a complaint with the Michigan Department of Licensing and Regulatory Affairs.

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ARTICLE 12: WAGE RATES

Section 12.1. Regular Wage Rates.

During the term of this Agreement, wages shall be paid as set forth in Appendix A to this Agreement during the term of the Agreement. Employees shall begin at the "Start" rate and shall progress from step to step in the wage schedule upon completion of the specified periods of employment in the classification; provided, however, that layoffs and leaves of absence periods shall not be included in computing the required time. The Employer reserves the right to place newly hired employees at advanced steps in the wage schedule where it views such action as necessary or appropriate.

Section 12.2. CTO Pay.

Emergency Communication Officers that are directly assigned a trainee shall be compensated an additional \$3.00 per hour for time spent training the individual. Training documentation must be completed to receive this premium payment.

Section 12.3. Rates on Expiration.

If the Agreement expires and no successor agreement has been ratified by all parties, all wages and benefits at levels and amounts shall be no greater than those in effect on the expiration date of the collective bargaining agreement. This includes, but is not limited to advancement on the steps of the wage scale.

Section 12.4. Overtime and Hours Worked.

In determining "hours worked" for overtime purposes:

- A. All employees shall be expected to work reasonable amounts of overtime upon request.
- B. Overtime worked other than of an emergency nature must have been authorized by the Director or his designated supervisor.
- C. Employer and the Union will consult and work together to establish and implement a vacancy management procedure that shall rotate assigned overtime on a reasonably equal basis.
- D. Pre-approved PTO ~~and Funeral/Bereavement Leave~~ shall be considered hours worked for the computation of such overtime pay. Pre-approved means submitted and approved at least 48 hours in advance from the start/beginning of the employee's absence (consecutive days also excluded). ~~Only hours actually worked on a holiday are considered hours worked for purposes of overtime computation.~~
- E. ~~Only hours actually worked on a holiday are considered hours worked for purposes of overtime computation.~~
- F. ~~There shall be no pyramiding or duplication of premium pay.~~

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Section 12.5. New Classifications.

If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. The Employer agrees to negotiate with the Union upon request over the wage rate for the new classification.

Section 12.6. Longevity Pay.

Regular full-time Emergency Communication Officers shall be eligible for longevity pay if the employee is continuously employed by KCCDA in a full-time paid status for at least four (4) years. If the employee is in their fifth year of employment and does not incur more than 160 hours of unpaid time/leave of absence beginning November 1st (the previous year) through October 31st of the current year, the employee will be eligible for longevity pay according to the table below. Longevity pay shall be distributed on the first payroll check date occurring after November 5th and is subject to applicable federal, state and local tax withholdings but is not subject to retirement benefits and matching percentiles.

Employees who resign or are terminated from employment prior to November 5th, are not eligible to receive a longevity payment. Employees who retire prior to November 5th and are immediately eligible for MERS retirement payments shall receive upon retirement the proportionate share of any longevity payment which may have accrued as of the date of retirement. Moreover, on the death of an eligible employee, the proportionate share of any longevity payment which may have accrued as of the date of death shall be paid to the surviving spouse of the employee, or if there is no surviving spouse, to the estate of the employee.

Additional overtime compensation which may be owed to an employee who is eligible to and actually receives the longevity bonus will be apportioned back by the Employer pursuant to 29 C.F.R. 778.209(a) and paid to the employee with the longevity payment.

Continuous Years of Employment	Annual Amount
5 th through 9 th year	\$800 900
10 th through 14 th year	\$1,000 1,100
15 th or more	\$1,250 1,350

ARTICLE 13: PAID TIME OFF

Section 13.1. Paid Time Off (PTO) Accrual.

Regular full and part-time employees will accrue Paid Time Off (PTO) benefits in accordance with the following schedule for each full payroll period the employee is paid based on the hours of credited service: regular hours worked, ~~and funeral~~ Bereavement leave, and approved PTO (excludes employees on short-term disability).

<u>Hours of Credited Service</u>	<u>Seniority Required</u>	<u>PTO Hours Accrued</u>	<u>Annual Carry-Over Limit*</u>	<u>Maximum Pay-out Limitations</u>
<u>30 to 59.99</u>	<u>None</u>	<u>1.00</u>	<u>136 hours</u>	<u>180 hours</u>
<u>60 to 79.99</u>	<u>None</u>	<u>2.00</u>		
<u>80 hours or more</u>	<u>Start Date thru 4th year</u>	<u>6.00</u>	<u>176 hours</u>	<u>220 hours</u>
	<u>Start of 5th thru 9th year</u>	<u>7.25</u>		
	<u>Start of 10th thru 14th year</u>	<u>8.50</u>		
	<u>Start of 15th thru 19th year</u>	<u>9.75</u>		
	<u>Start of 20 years or more</u>	<u>11.00</u>		

PTO hours accrued but unused, shall carry-over from year to year subject to the limitations listed above. PTO may be utilized in accordance with Section 13.3 PTO Scheduling or for reasons and processes identified in Section 11.11 Michigan Paid Sick Leave.

*Annual Carry-Over Limit applies to the employee's Anniversary Date

Regular full time employees shall be credited with Paid Time Off (PTO) benefits in accordance with the following schedule for each full payroll period provided that the employee is paid at least 80 hours of service. Employees unpaid leave, or who fail to accrue at least 80 hours of paid service per pay period, do not accrue PTO.

Seniority Required	Hours Accrued	Maximum Annual Carry-Over Limit*	Maximum Accumulation and Pay out Limit
1st through 4th year	6.00/pay period	136 hours	136 hours
5th through 9th year	7.25/pay period	176 hours	176 hours
10th through 14th year	8.50/pay period	216 hours	216 hours
15th through 19th year	9.75/pay period	256 hours	256 hours
20 years or more	11.00/pay period	290 hours	290 hours

The "Maximum Annual Carry Over Limit" set forth above may be carried over into the following year on the employee's anniversary date, provided, however, (1) such carry over of PTO does not accumulate from year to year and (2) such carry over does not cause the employee's "Maximum Accumulation and Payout Limit" to exceed the applicable limit forth above.

Section 13.2. PTO Eligibility.

PTO shall be available for use only in biweekly periods subsequent to the biweekly payroll period in which it is earned.

Section 13.3. PTO Scheduling.

Employees may request PTO upon proper notice and provided that such time off does not unreasonably interfere with efficient operation or the Authority's obligations to the public. Consideration of employee preference in scheduling PTO will be given when possible and practical, but PTO scheduling shall be at the discretion of the Authority with primary consideration given to the requirements of efficient operations.

Under normal circumstances, a shift rotation with eight or less ECO I's and II's may normally be permitted to have one employee on PTO on a given day. A shift rotation with nine or more ECO I's and II's may normally be permitted to have two employees on PTO on a given day. In most cases, only one Dispatch Supervisor assigned Shift Supervisor duties shall be permitted to be on PTO on a given day.

All PTO requests are subject to approval of the Dispatch Supervisor, Deputy Director, or Executive Director. Approvals of PTO request are conditional upon the outcome of any intervening changes in shift rotation, staffing, or operational requirements. PTO should be requested, at a minimum, in half-shift increments. If an employee's scheduled PTO time off is canceled by the Employer, the employee is expected to make a reasonable effort schedule an alternative date.

A bidding process (known as a PTO bid) will be conducted two times per year in coordination with the Shift Preference bid. Eligible employees may bid for their first, second and third choice

of groups of four (4) to sixteen (16) consecutive calendar days (to include pass days) on which they wish to use their PTO. No employee will be granted more than one choice until all other employees have been granted a choice if they submitted a request. The number of days an employee is permitted to request is based on the number of PTO hours available as of the date of the request; minus those already scheduled but not incurred. Notwithstanding this provision and on a trial basis, Unit employees will be permitted to bid for PTO based upon projected PTO hours which would be available at the time of the requested time off. Employees must immediately provide notice to both the Deputy Director and Unit Chairperson if the projected PTO hours are no longer sufficient to satisfy the full approved vacation so as to permit other employees to timely apply; failure to do so may result in discipline and/or, in the discretion of the Employer, termination of the trial program.

It is the sole responsibility of the employees to monitor their PTO hours and the time off they have pre-planned and for emergency use. If an employee takes time off with insufficient PTO hours to cover the absence, the employee shall be subject to the following discipline. Occurrences in this categorical shall be based on TWO (2) rolling calendar years from the first date when the employee violation occurs.

- 1st Offense – Level I/Coaching and Counseling
- 2nd Offense – Level II/Written Reprimand
- 3rd Offense – Level III/Written Reprimand – Suspension
- 4th Offense – Level IV/Written Reprimand - Termination

In case of conflicts in PTO requests, a preference will be given to the employee with the greatest seniority.

After the bidding process is complete for each period, PTO requests will be scheduled as available, on a first-come-first-served basis. Such PTO requests must normally be submitted in writing by the employee at least two (2) weeks in advance. Any PTO requests received less than two (2) weeks in advance shall be contingent upon the requestor finding their own coverage unless the request is deemed to be an emergency situation. will be considered on a case-by-case basis at An emergency situation shall be in the sole discretion of the Deputy Director and Executive Director. The Deputy Director and Executive Director reserves the right to make any approval dependent on the employee finding their own voluntary coverage for the vacancy. This shall be the standard practice for requests received after the sixty (60) calendar day deadline.

Section 13.4. Benefits on Separation.

- A. Eligible Employees who voluntarily or involuntarily leave active employment of the Authority shall receive pay for unused PTO up, but not to exceed, to the employee's "Maximum Accumulation and Pay-Out Limit" subject to the following.
- B. To be eligible for payout, Employees who voluntarily or involuntarily leave active employment of the Authority may receive pay for accrued but unused PTO in any of the following circumstances:

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1. If an employee retires in accordance with the retirement plan currently in effect and a minimum of two weeks advance notice is given to the Employer.
2. If an employee resigns from employment and a minimum of two weeks advance notice is given to the Authority.
3. If an employee is who is indefinitely laid off and requests payment of PTO; provided, however, that such PTO pay shall be designated to the period of the layoff.
4. In the event of the death of an actively employed employee, PTO pay shall be paid to the employee's spouse or estate.

There shall be no payment for unused PTO benefits in any other circumstance, including but not limited to: i. annual unused PTO accumulations above the Maximum Annual Carry-Over Limit; ii. PTO accumulations above the Maximum Accumulation and Payout Limit; iii. PTO in any amount if employment ends during the first year of employment; iv. PTO in any amount if employment ends for disciplinary reasons or occurs without the required written notice to the Director.

- C. Eligible Employees will be paid for earned but unused PTO benefits on the pay period following the date of cessation of employ, subject to the maximum pay-out limitations.

ARTICLE 14: HOLIDAYS

Section 14 .1. Recognized Holidays.

The following days are recognized as holidays for purposes of this Agreement:

New Year's Day	Veterans Day
Martin Luther King Birthday	Thanksgiving Day
President's Day	Day-after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	

Holidays will be observed on the calendar day upon which they fall. If dispatch staff is scheduled to work on a holiday, he/she is required to report to work.

Section 14.2. Holiday Pay Eligibility.

Eligible full time hourly employees shall receive eight (8) hours pay for each recognized holiday. Regular part-time employees who actively work eighty (80) or more hours during the calendar month preceding the holiday shall receive four (4) hours of pay for the applicable holiday. All holiday pay shall be at the employee's straight time regular rate of pay; exclusive of all premiums. This time shall be accounted for as Holiday hours.

In order to be eligible for holiday pay an eligible full-time or part-time employee must be on the active payroll as a regular employee as of the date of the holiday. For purposes of this Article, a person is not on the active payroll of the Employer during short-term disability, paid or unpaid leaves of absences, layoffs, or on an administrative leave or disciplinary suspension. In addition, an employee must satisfy the following conditions and qualifications:

- A. An eligible employee scheduled to work on a recognized holiday, must work all regular scheduled hours unless the employee is on pre-approved PTO that was approved more than 48 hours in advance; or,
- B. An eligible employee not scheduled to work the holiday, must work all hours on the employee's last regularly scheduled workday or assigned hours before the holiday and on the employee's first regularly scheduled workday or assigned hours after the holiday, unless the employee is on pre-approved PTO that was approved more than 48 hours in advance. Eligible employees who are on pre-approved PTO that was approved more than 48 hours in advance of a recognized holiday, shall be paid the holiday pay only if they work their entire scheduled shift prior to leaving on PTO and entire shift immediately following their PTO. Employees cannot substitute holiday pay for PTO.

Section 14.3. Work on Holidays.

~~A.~~ Regular full time and regular part time hourly employees whose scheduled shift commences on a recognized holiday shall be paid one and one-half (1 ½) times their regular straight time rate of pay for all hours worked on the scheduled shift. The additional one-half (1/2) pay shall be accounted for as Holiday hours. ~~There shall be no pyramiding of this holiday premium with any other overtime payment.~~

~~B. If a regular full-time hourly employee works on July 4th, Thanksgiving, Christmas Eve and/or Christmas Day and the employee has a combined total of 80 hours or more regular hours worked and pre-approved PTO, he/she shall receive a \$10 per hour premium for all hours worked on the holiday in lieu of overtime premium.~~

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ARTICLE 15: INSURANCE

Section 15.1. Health Insurance.

- A. The parties recognize that this Section is subject to the requirements of the federal Patient Protection and Affordable Care Act (P.L. 111-148), the Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), and the Michigan Publicly Funded Health Insurance Contribution Act, 2011 Public Act 152, as amended (MCL 15.561 *et seq.*). The medical coverage plan may be modified to comply with such laws.
- B. During the term of this Agreement, the Employer shall make available a Group Insurance Plan covering certain hospitalization, surgical, and medical expenses for eligible participating full-time employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the Insurance Plan and who have no Affordable Care Act qualified group health care coverage

available through programs under which their spouse or dependents are eligible to participate.

- C. During the term of this Agreement, the Employer shall make available – during the annual open enrollment period – a Group Insurance Plan covering certain hospitalization, surgical, and medical expenses for eligible participating part-time employees and their eligible dependents who worked at least 1040 hours during the twelve (12) calendar month period preceding the open enrollment period. For eligible part-time employees who make such election, the Employer shall pay 50% of the costs of a single coverage plan. This insurance program shall be on a voluntary basis only for eligible, as defined above, part-time employees who elect to participate in the Insurance Plan and who have no Affordable Care Act or other qualified group health care coverage available through programs under which their spouse or dependents are eligible to participate. Part-time employees who may be eligible for coverage participation under this section are not eligible for any payment in lieu of health insurance.
- D. An employee shall become covered upon completion of the required forms and upon his/her acceptance by the carrier as a participant. Payroll deductions will be made for any employee share as provided under this Article.
- E. The Employer reserves the right to substitute another carrier and/or administrator, provided the fundamental provisions of the above coverage will not be changed. The Employer will provide advance notice to and consult with the Union regarding the effects of such a change.

Section 15.2. Payment in Lieu of Health Insurance.

Full time employees who have available health insurance through via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Section. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by the Employer shall be executed by the employee. In the event the employee elects to forego medical insurance, the Employee shall receive the corresponding bi-weekly payment in lieu of group health coverage:

Single	\$75
Two Person	\$125
Family	\$175

This election shall be made on an annual basis and shall be effective for one year beginning the first full pay period in January. In the event that an employee loses coverage under another plan and notifies the Employer, in writing, an eligible employee shall be entitled to re-enroll in the Authority's plan permitted by the plan. No payment in lieu of health insurance bonus will be paid if such payment subjects the Authority or employee to penalties under the Affordable Care Act or other law.

When an employee and spouse are both employed by the Authority and one chooses coverage, there is no opt-out incentive available to the spouse.

Section 15.3. Dental Insurance

The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no dental care coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. The Employer reserves the right to substitute another carrier and/or administrator, provided the fundamental provisions of the above coverage will not be changed. The Employer will provide advance notice to and consult with the Union regarding the effects of such a change.

Section 15.4 - Vision Insurance.

The Employer shall make available a group insurance plan covering certain vision expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no vision care coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. The Employer reserves the right to substitute another carrier and/or administrator, provided the fundamental provisions of the above coverage will not be changed. The Employer will provide advance notice to and consult with the Union regarding the effects of such a change.

Section 15.5. Life Insurance.

During the term of this Agreement, the Employer agrees to maintain for eligible, full-time employees a term life insurance in an amount equal to one (1) times the employee's annual salary rounded up to the nearest thousand, but in no case more than \$40,000, and a like amount for accidental death and dismemberment. Eligible employees will be permitted, at the employees' expense, to purchase additional life insurance if permissible under, and subject to the requirements of, the policy/plan documents. Life insurance benefits will reduce, pursuant to the terms of the Policy, at the age of 65 on a graduated basis. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Section 15.6. Short-Term Disability Insurance.

During the term of this Agreement, the Employer agrees to maintain for eligible, full time employee short term disability insurance effective the first (1st) day of the month following completion of thirty (30) calendar days of employment with the Employer. Covered employees who become totally disabled and are prevented by such disability from working for remuneration or profit and who are otherwise eligible under the insurer's terms and conditions will be eligible to receive weekly insurance payments consisting of sixty-six point six seven percent (66.67%) of basic weekly wage up to a maximum of ~~\$600~~\$900. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, any workers'

compensation, Michigan's no-fault insurance, or any Employer contributed salary continuation program or government disability benefit. Eligible employees may utilize their paid time off to receive their normal net weekly wages.

ARTICLE 16: RETIREMENT

Section 16.1. MERS Defined Contribution Plan.

During the term of this Agreement, the Employer will sponsor a MERS Defined Contribution Retirement Plan which all full-time and regular part-time employees are required to participate as a condition of employment. The Employer will contribute five percent (5%) of an employee's gross earnings (as defined under the Plan) and will match the Employee contribution up to a maximum of an additional three percent (3). Each employee is subject to 100 percent (100%) cliff vesting after two 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. MERS plan requirements, rules and restrictions control all aspects of the Defined Contribution Retirement Plan including the benefits provided thereunder and the employee's eligibility for benefits.

Section 16.2. MERS Deferred Compensation (457) Plan.

During the term of this Agreement, the Employer will sponsor a MERS Deferred Compensation (457) Retirement Plan. All eligible full-time and regular part-time employees may voluntarily elect to participate in this plan which has no Employer contribution or match. MERS plan requirements, rules and restrictions control all aspects of the 457 Plan including the benefits provided thereunder and the employee's eligibility for benefits.

Section 16.3. MERS Health Care Savings Plan.

Eligible employees will qualify to participate in a MERS Health Care Savings Plan as an innovative way to help employees prepare for retirement healthcare costs. An Eligible full-time employee who enrolls in the plan and who is actively employed and paid a cumulative of at least 2000 hours (regular hours worked, PTO, comp time, and short-term disability) during their previous year of employment (based on their anniversary date) will qualify for an employer contribution equal to two percent (2%) of the employee's base salary/wage (at the time of their anniversary date) into their Health Care Savings Plan.

The Authority will make Health Care Savings Plan contributions two times each year. In the month of August, the Authority will make contributions for eligible employees with anniversary dates between January 1st and June 30th. In the month of February, the Authority will make contributions for eligible employees with anniversary dates between July 1st and December 31st. Plan participants may also be eligible to make tax advantaged contributions to the Plan. MERS plan requirements, rules and restrictions control all aspects of the Defined Contribution Retirement Plan including the benefits provided thereunder and the employee's eligibility for benefits.

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ARTICLE 17: WORK STOPPAGES

Section 17.1. No Strike Pledge.

The parties recognize that the services performed by the employees covered by this Agreement are essential for the public health, safety and welfare to the community and responders. 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, picketing of the Employer's buildings, offices or 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 this Section shall constitute just cause for discipline by the Employer, up to and including discharge. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did in fact engage in any activity prohibited by this Section. ~~Is~~If such activity was engaged in, an arbitrator is without jurisdiction or authority to modify the discipline imposed by the Employer.

Section 17.2. No Lockout Pledge.

In consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 17.1, 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 18: MISCELLANEOUS

Section 18.1. Notification and Posting.

Notices for all open positions which would be a promotion shall be posted on the bulletin boards throughout the Facility for minimum of seven (7) calendar days prior to the promotion decision.

Section 18.2. 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 18.3. 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 18.4. 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.

Section 18.5. Emergency Manager.

To the extent required by MCL. 423.215(7), an Emergency Manager appointed under the Local Government and School District Financial Accountability Act (being, MCL. 141.1541, *et seq*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act. Inclusion of the language required under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 19: TERMINATION AND MODIFICATION

Section 19.1. Amendment.

This Agreement shall continue in full force and effect until December 31, 2022.

If either party desires to modify, alter, amend, negotiate, or change, or any combination thereof this Agreement, it shall provide the other party written notification not less than sixty (60) calendar days prior to the termination date. Such notice shall have the effect of terminating the entire agreement on the expiration date or subsequent renewal period, whichever is the case, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

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) calendar days' written notice prior to the current year's termination date.

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.

**UNITED AUTOMOBILE, AEROSPACE &
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA**

**KALAMAZOO COUNTY
CONSOLIDATED DISPATCH
AUTHORITY BOARD OF DIRECTORS**

~~Tyler Rainaigh~~Michael Gordon
UAW Local 2290- unit 5 Chairperson
Date: _____

Jan Van Der Kley,
Chairperson
Date: _____

~~Sandie Geiber~~Zach Sackrider
Negotiating Committee Member

**KALAMAZOO COUNTY
DISPATCH AUTHORITY**

Kim Kiggans
Negotiating Committee Member

Jeffery Troyer,
Executive Director
Date: _____

~~Laura Misner~~Stephanie Nystrom
Negotiating Committee Member

Megan Hamilton
Negotiating Committee Member

Stephanie Nystrom
Negotiating Committee Member

Neville Mark Frank Hines
UAW Bargaining Unit Representative
Date: _____

Steve Dawes
Director, UAW Region 1D
Date _____

APPENDIX A. WAGE RATES

January 4, 2026 through January 2, 2027

Effective January 4, 2026, a \$1.35 increase shall be applied to all existing ECO-I steps and a new step 5 is added for year 4 (highlighted yellow). On the same effective date, \$1.50 shall be applied to all existing ECO-II steps, and a new step 7 is added for year 6 (highlighted yellow). The unit classifications and wage scales are as follows:

2026 Position/Classification	START	6 Mths	1-YR	2-YR	3-YR	4-YR	5-YR	6-YR
	Step 1A	Step 1B	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Emergency Comm. Ofcr. I	\$22.16	\$23.33	\$24.51	\$25.68	\$26.85	\$28.19	X	X
Emergency Comm. Ofcr. II	\$24.74		\$26.40	\$28.07	\$29.73	\$31.39	\$33.05	\$34.70

January 3, 2027 through January 1, 2028

Effective January 3, 2027, a \$1.00 increase shall be applied to all steps. The unit classifications and wage scales are as follows:

2027	START	6 Mths	1-YR	2-YR	3-YR	4-YR	5-YR	6-YR
Position/Classification	Step 1A	Step 1B	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Emergency Comm. Ofcr. I	\$23.16	\$24.33	\$25.51	\$26.68	\$27.85	\$29.19	X	X
Emergency Comm. Ofcr. II	\$25.74		\$27.40	\$29.07	\$30.73	\$32.39	\$34.05	\$35.70

January 2, 2028 through January 13, 2029

Effective January 2, 2028, a \$1.00 increase shall be applied to all steps. The unit classifications and wage scales are as follows:

2028	START	6 Mths	1-YR	2-YR	3-YR	4-YR	5-YR	6-YR
Position/Classification	Step 1A	Step 1B	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Emergency Comm. Ofcr. I	\$24.16	\$25.33	\$26.51	\$27.68	\$28.85	\$30.19	X	X
Emergency Comm. Ofcr. II	\$26.74		\$28.40	\$30.07	\$31.73	\$33.39	\$35.05	\$36.70

January 8, 2023 through January 6, 2024

Effective January 8, 2023, a 6.0% increase shall be applied to the first and top steps, and each wage scale will be condensed. When the 2023 wage table takes effect, employees will be placed at their current step (no advancement) unless the step has been eliminated in which the employee will move to the top step. The unit classifications and respective wage scales are as follows:

	START	6-Mths	1-YR	2-YR	3-YR	4-YR	5-YR
Classification	Step-1	Step-1b	Step-2	Step-3	Step-4	Step-5	Step-6
Emergency Comm. Ofcr. I	\$19.33	\$20.42	\$21.51	\$22.60	\$23.69	X	X
Emergency Comm. Ofcr. II	\$21.59		\$23.14	\$24.69	\$26.23	\$27.77	\$29.31

January 7, 2024 through January 4, 2025

Effective January 7, 2024, a 4.0% increase shall be applied to all steps. The unit classifications and wages scales are as follows:

	START	6-Mths	1-YR	2-YR	3-YR	4-YR	5-YR
Classification	Step-1	Step-1b	Step-2	Step-3	Step-4	Step-5	Step-6
Emergency Comm. Ofcr. I	\$20.11	\$21.24	\$22.37	\$23.51	\$24.64	X	X
Emergency Comm. Ofcr. II	\$22.45		\$24.06	\$25.67	\$27.28	\$28.88	\$30.49

January 6, 2025 through January 4, 2026

Effective January 6, 2025, a 3.5% increase shall be applied to all steps. The unit classifications and wages scales are as follows:

Classification	START	6-Mths	1-YR	2-YR	3-YR	4-YR	5-YR
	Step-1	Step-1b	Step-2	Step-3	Step-4	Step-5	Step-6
Emergency Comm. Ofcr.-I	\$20.81	\$21.98	\$23.16	\$24.33	\$25.50	×	×
Emergency Comm. Ofcr.-II	\$23.24		\$24.90	\$26.57	\$28.23	\$29.89	\$31.55

APPENDIX B. DENTAL PLAN SUMMARY DESCRIPTION

APPENDIX C. VISION PLAN SUMMARY DESCRIPTION

Executive Director Performance Appraisal

EMPLOYEE NAME: Jeffery Troyer

POSITION TITLE: Executive Director

REVIEW PERIOD: February 2025 - December 2025

APPRAISAL DATE: 1-Dec-25



INSTRUCTIONS:

The Executive Director shall provide to the Personnel Committee a summary of accomplishments, including the mutually agreed upon goals/performance objectives for the review period. In the form, you will be asked to rate the Executive Director's performance for a number of essential job functions.

The Committee will convene a regular meeting in late January or early February to discuss each category and come to a consensus on an agreeable score for each sub-categorical. The categorical score will be formulated by the average of the sub-categorical ratings or if no sub-categories exist (mutually agreed upon goals/performance objectives), the categorical score will be inserted by the Committee. Committee members should be prepared to offer supporting comments for any areas in which you feel the Executive Director either excelled or performed poorly.

Each item will be scored on a one (1) thru (5) scale, as follows:

5 -- Far Exceeds Normal Job Expectations

Performance always exceeds normal job requirements/expectations and shows exceptional commitment to the position and tasks involved. Displays significant work effort that far exceeds the normative responsibilities.

4 -- Exceeds Normal Job Expectations

Performance often exceeds normal job requirements/expectations.

3 -- Achieves Normal Job Expectations

Performance meets normal job requirements/expectations but does rarely exceeds them.

2 -- Below Normal Job Expectations

Performance is below normal job requirements/expectations in important areas and immediate improvement is required.

1 -- Far Below Normal Job Expectations

Performance is significantly below normal job requirements/expectations especially in essential areas. Reassignment or termination should be considered.

Following the evaluation session, the Committee and the Executive Director will work to develop goals/performance objectives for the next review period. The Committee shall take action to present the completed performance appraisal and the mutually agreed upon goals/performance objectives for the next review period to the Board of Directors at their next regular scheduled meeting for consideration.

The Board of Directors shall review, consider any changes/modifications and ultimately approve the performance appraisal at which time the Board Chair, Personnel Committee Chair and the Executive Director shall sign the form.

CATEGORY 1: Operational Management		12.50% of Score	Overall Rating: 4.37
		Sub-Category Rating	
1a --	Knowledge of PSAP/ECC statutory requirements and best practices		
	Seeks input from agencies and workgroups/committees on issues impacting the operation		
1b --	and develops, recommends and implements countywide operational procedures accordingly		
1c --	Analyze/Identify issues effecting the operation and develops strategies and plans for the future		
1d --	Effectively manages time and competing priorities		

CATEGORY 2: Financial Management		12.50% of Score	Overall Rating: 4.20
		Sub-Category Rating	
2a --	Develops and adequately implements and manages the budget including plans for short and long-term capital improvement projects		
	Knowledge of Generally Accepted Accounting Principles, the Uniform Budget and		
2b --	Accounting Act and adequately balances KCCDA's general ledger against financial statements		
2c --	Develops efficient and innovative strategies to minimize business costs		
2d --	Develops and recommends fiscal policies with strong checks and balances		

CATEGORY 3: HR and Personnel Management		12.50% of Score	Overall Rating: 4.12
		Sub-Category Rating	
3a --	Adequately promotes and recruits quality personnel and ensures all required personnel meet the State 911 Committee's minimum training standards		
3b --	Works well and maintains good interpersonal relations with various employee groups (union and non-union) and addresses employee needs while remaining fiscally responsible		
3c --	Treats all employees equally and with respect; creates a healthy work environment		

CATEGORY 4: Project Management		12.50% of Score	Overall Rating: 4.40
		Sub-Category Rating	
4a --	Analyzes and determines appropriate measures, priorities, and coordinates measures to achieve project goals		
4b --	Produces clear project status reports and communicates candidly and tactfully with groups, committees and the board of project status; including any challenges or obstacles		
4c --	Analyzes, recommends and communicates project go-live plans that minimize service interruptions for residents and end-user agencies.		

CATEGORY 5: Leadership Skills		12.50% of Score	Overall Rating: 4.07
		Sub-Category Rating	
5a --	Acts with integrity, treats others with respect and dignity, and promotes and encourages teamwork	_____	_____
5b --	Participates and collaborates with partner agencies/entities to resolve county-wide challenges/problems	_____	_____
5c --	Acknowledges the success of employees, recognizes their contributions and provides mentorship to others	_____	_____
5d --	Delegates key responsibilities to team members on a rational basis	_____	_____

CATEGORY 6: Communication Skills		12.50% of Score	Overall Rating: 4.31
		Sub-Category Rating	
6a --	Written and verbal communications with staff, end-user agencies/partners, Committees and the Board are candid and tactful	_____	_____
6b --	Provides timely and quality reports to end-user agencies/partners, Committees and the Board	_____	_____
6c --	A constructive communicator capable of discussing difficult issues effectively and to the point; handles confrontational communication with ease	_____	_____
6d --	Facilitator of difficult conversations among team members and/or other parties that result in new ideas and compromised solutions	_____	_____

CATEGORY 7: Professionalism		12.50% of Score	Overall Rating: 4.25
		Sub-Category Rating	
7a --	Acts ethically and honestly and represents KCCDA well in front of all audiences	_____	_____
7b --	Projects a professional image in dress and appearance	_____	_____
7c --	Acceptable to feedback and handles setbacks and failures constructively	_____	_____
7d --	Displays a passionate and positive attitude	_____	_____

CATEGORY 8: Board Relations		12.50% of Score	Overall Rating: 4.42
		Sub-Category Rating	
8a --	Provides timely communications to Board Members on important topics impacting the organization	_____	_____
8b --	Prepares, distributes and posts Committee and Board meeting materials in accordance with Michigan's Open Meetings Act	_____	_____
8c --	Responds to Committee and Board member questions and concerns in a timely manner	_____	_____

GOAL/PERFORMANCE OBJECTIVE #1	0% of Score	Rating: _____
<div></div>		

GOAL/PERFORMANCE OBJECTIVE #2	0% of Score	Rating: _____
<div></div>		

GOAL/PERFORMANCE OBJECTIVE #3	0% of Score	Rating: _____
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PERFORMANCE APPRAISAL SUMMARY			
	<u>Overall</u> <u>Rating</u>	<u>Weight</u>	<u>Wiegthed</u> <u>Score</u>
CATEGORY 1: Operational Management	4.3700	12.50%	0.5463
CATEGORY 2: Financial Management	4.2000	12.50%	0.5250
CATEGORY 3: HR and Personnel Management	4.1200	12.50%	0.5150
CATEGORY 4: Project Management	4.4000	12.50%	0.5500
CATEGORY 5: Leadership Skills	4.0700	12.50%	0.5088
CATEGORY 6: Communication Skills	4.3100	12.50%	0.5388
CATEGORY 7: Professionalism	4.2500	12.50%	0.5313
CATEGORY 8: Board Relations	4.4200	12.50%	0.5525
GOAL/PERFORMANCE OBJECTIVE #1	0.0000	0.00%	0.0000
GOAL/PERFORMANCE OBJECTIVE #2	0.0000	0.00%	0.0000
GOAL/PERFORMANCE OBJECTIVE #3	0.0000	0%	0.0000
			4.2675

SIGNATURES:

Personnel Committee Chairperson

Date: _____

Board of Directors Chairperson

Date: _____

Executive Director

Date: _____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into this 12th day of January 2023, between the KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY ("KCCDA" or "Employer"), a separate public body created pursuant to MCL 124.501, et. seq., and JEFFERY J. TROYER ("Executive Director"), to employ Jeffery J. Troyer in the capacity of Executive Director under the authority of the KCCDA and its successors.

RECITALS

A. KCCDA wishes to continue to employ Jeffery J. Troyer as Executive Director of KCCDA; and

B. Jeffery J. Troyer is willing to continue employment as Executive Director of KCCDA on the following terms and conditions.

THE PARTIES AGREE AS FOLLOWS:

1. Employment and Duties. KCCDA agrees to **continue to** employ Jeffery J. Troyer as Executive Director, and Jeffery J. Troyer accepts such employment, which shall include performing all of the functions and duties specified by law, in the KCCDA Executive Director job description and such other legally permissible and proper duties and functions as KCCDA shall from time-to-time assign.

2. Term. Unless terminated earlier as provided in Section 10 below, the term of this Agreement shall be for a period of three (3) years beginning February 15, **2023**~~2026~~, to and including February 14, **2026**~~2029~~ ("Employment Period").

3. Compensation. For his services as Executive Director, KCCDA agrees to pay Jeffery J. Troyer an annual salary of One Hundred **Forty-Four Thousand Nine Hundred Eighty-Six and 40/100 Dollars (\$144,986.40)** ~~Twenty-Eight Thousand Nine Hundred Four and 30/100 Dollars (\$128,904.30)~~, payable in regularly scheduled intervals (*i.e.* twenty-six biweekly installments), each such periodic payment to be nearly equal as possible. The salary shall be subject to payroll deductions required by law or requested by Executive Director and determined to be available and proper. On or after the Executive Director's Employment Anniversary Date, and continuing on or after Executive Director's Employment Anniversary Date in subsequent years of this Agreement, the Executive Director shall receive the following pay increases: (i) year two (2), a

Commented [JT1]: This is a 3% increase

~~four and a half percent (4.5%) five percent (5%)~~ increase equating to an annual salary of ~~\$151,510.79135,349.52~~; (ii) year three (3), a four percent (4%) increase equating to an annual salary of ~~\$157,571.22140,763.50~~.

4. Benefits.

(a) KCCDA will provide the Executive Director a vehicle allowance of \$724.00 per month, payable in accordance with KCCDA's standard payroll practices through the end of the Employment Period. This amount will be subject to any applicable federal, state, or local tax withholdings, and shall be paid the first pay-date of each month during the Employment Period. The \$724.00 vehicle allowance is to be used to purchase, lease, or own, operate, maintain, and insure a vehicle. Executive Director shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon said vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and replacement of said vehicle. KCCDA shall reimburse the Employee at the IRS standard mileage rate then in effect for any business use of the vehicle beyond the greater Kalamazoo area. For purposes of this Section 4(a), use of the vehicle within the greater Kalamazoo area is defined as travel to locations within a 60-mile radius of the outer boundary of Kalamazoo County.

(b) The Executive Director shall maintain email accessibility via a wireless smart cell phone. KCCDA will provide a stipend of \$100.00 per month to cover the costs for the Executive Director's cell phone. This amount will be subject to any applicable federal, state, or local tax withholdings, and shall be paid the first pay-date of each month during the employment period. If KCCDA elects to provide the Executive Director with a smart cell phone and service, the Executive Director shall not receive the stipend herein.

(c) The Executive Director's Insurance, Leave Time, and Retirement employee benefits are as set forth in **Exhibit 1** to this Agreement. The retirement plan, life insurance, AD&D, and leave employee benefits may not be changed without the written consent of the Executive Director.

5. Business Expense

(a) KCCDA recognizes that certain expenses of a non-personal but job-related nature are incurred by Executive Director and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenses shall be reimbursed upon

submission of receipts and reports of expenditures, subject to the written policies and procedures of KCCDA, as well as annual budget constraints and KCCDA ethics and purchasing policies.

(b) KCCDA recognizes the importance of constant communication and maximum productivity, Employer shall provide Executive Director, for business and personal use, a laptop computer (including software) and/or tablet computer, including internet connectivity, to perform the duties of the position while both in the office and remotely. Upon termination or separation of the Executive Director's employment, the equipment described herein will remain property of the Employer.

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6. Professional Development and Meetings. KCCDA agrees to budget and pay for travel and subsistence expenses of the Executive Director for professional and official travel, meetings, and occasions to adequately continue the professional development of Executive Director and to pursue necessary official functions for Employer, including but not limited to conferences, and such other national, regional, state, and local governmental groups, committees, and 9-1-1 organizations in which the Executive Director serves as a member. Such travel and subsistence expenses shall be reimbursed upon submission of receipts and reports of expenditures, subject to the written policies and procedures of the KCCDA, as well as annual budget constraints and KCCDA ethics and purchasing policies.

7. Membership and Dues. KCCDA acknowledges the value of having Executive Director participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for such local civic club(s) or organization(s) membership fees and/or dues subject to the written policies and procedures of the KCCDA, as well as annual budget constraints and KCCDA ethics.

8. Performance Evaluation. The KCCDA shall review and evaluate the performance of the Executive Director, in writing, on or before the end of each year of employment during the Employment Period. The review and evaluation shall be in accordance with specific criteria developed exclusively by the KCCDA Board. Criteria may be added or deleted as the KCCDA Board may, from time to time, determine. The Executive Director shall have an opportunity to discuss his evaluation with the KCCDA Board.

9. Other terms and Conditions of Employment. The KCCDA may fix any other term and condition of employment relating to performance of Executive Director, provided such terms and conditions are reduced to writing and not inconsistent with the terms contained herein or in conflict with applicable law.

10. Termination.

(a) Upon termination of employment, Executive Director' s compensation and benefits shall cease on the date of the termination. If Executive Director' s employment is terminated for the convenience of KCCDA prior to February 14, 2026, the Executive Director shall receive (i) severance pay of eight (8) months payable in regularly scheduled intervals (*i.e.* sixteen (16) biweekly installments), each such periodic payment to be as nearly equal as possible, and (ii) continuation of health, vision and dental benefits only for the same eight (8) month severance pay period as described in Section 10(a)(i) above, using one of the following alternatives, in the order presented if available (*i.e.* A before B or C, and B before C),: (A) continuation under the existing health, dental and or vision plan if permitted by the terms of the respective plan; or (B) payment by KCCDA of Employee' s health, dental and or vision plan COBRA premium; or (C) KCCDA's paying directly to Employee the gross dollar equivalent of what KCCDA was paying to maintain Employee's health, dental and or vision insurance at the time of Employee's termination, less Employee's co-pay; permitting Employee, should he so elect, to purchase comparable health, dental and or vision insurance on the open market. The severance pay continuation shall be subject to payroll deductions required by law or requested by Executive Director and determined to be available and proper. If the Executive Director's employment is terminated for cause as defined in Section 10(d) below, the KCCDA shall have no obligation to pay any severance pay to, or continue any health, dental, vision or other welfare benefits for, the Executive Director.

(b) If the Executive Director's employment is terminated by reason of his death or voluntary resignation, KCCDA shall have no obligation to pay any severance pay to the Executive Director or his estate, or to continue any health, dental, vision or other welfare benefits for Executive Director or his estate.

(c) If the Executive Director voluntarily elects to resign from his employment with KCCDA, so long as the Executive Director provides advanced written notice to KCCDA at least forty-five (45) calendar days prior to his voluntary resignation date, the Executive Director shall receive pay for unused vacation/personal leave time accrued and unused through the last date of employment (not to include hours in the Executive Director's Sick and Disability Leave Bank) which will be paid out in Executive Director's final pay check.

(d) "Cause" for purposes of termination of employment shall mean Executive Director's commission of any illegal act constituting a misdemeanor involving a breach of the public trust, or a felony, or a material breach

of this Agreement, or seriously deficient performance that continues after written warning.

(e) To receive Severance Benefits, Executive Director will be required to provide the KCCDA with a general release in a form to be determined by the KCCDA an example of a Severance Agreement and General Release for Executive Director's reference is attached hereto as **Exhibit 2**.

11. Indemnification. The KCCDA shall indemnify the Executive Director against all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as Executive Director within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of KCCDA, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to indemnification regarding (i) any matter in which he shall be adjudged to be liable for intentional misconduct in the performance of his duties, or (ii) any matter in which he fails to notify KCCDA of a claim within a reasonable time or fails to fully and timely cooperate in the defense of such claim.

12. Assignment. This is an Agreement for Professional Services and is not assignable by either party.

13. Amendments. Changes to this Agreement will only be valid if they are in writing and signed by the Executive Director and the KCCDA Board's then acting Chairperson.

14. Severability. If a court of competent jurisdiction declares any part, portion or provision of this Agreement invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of this Agreement shall remain in full force and effect.

15. Entire Agreement. This Employment Agreement constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Agreement, and no modification or revision to the Agreement shall have any force and effect unless it complies with the provisions of Section 13 above.

16. Headings. The Titles of the Paragraphs of this Agreement are provided for reference purposes only. If any discrepancy or disagreement exists between the Title and the text of a paragraph, the text shall control.

17. Governing Law. This Agreement shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Agreement may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes, Kalamazoo County, Michigan.

18. Counterparts. This document may be executed in one or more counterparts which when taken together shall be deemed to be one instrument and facsimile signatures on any such counterparts shall be deemed an original signature.

THE SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

JEFFERY J. TROYER

By: _____

Jeffery Troyer

Date: _____

KALAMAZOO COUNTY
CONSOLIDATED DISPATCH
AUTHORITY BOARD OF
DIRECTORS

By: _____

Jan Van Der Kley

Its: Chairperson

Date: _____

EXHIBIT 1

Benefits

Note: The terms of this **Exhibit 1** are subject to the provisions of Section 4(c) of the Agreement.

INSURANCES

Health, Dental and Vision

The Executive Director shall be offered the same group health, dental and vision insurance plan options as all other KCCDA employees, including the same employee cost share.

Life and AD&D

KCCDA shall pay the amount of premium due for term life insurance and accidental death and dismemberment in the face amount of two (2) times the Executive Director's annual base salary (e.g. ~~\$233,700~~\$289,986, ~~\$239,542~~ \$303,022 or ~~245,532~~ \$315,142.44). Executive Director may elect to purchase additional life insurance through the policy administrator for his spouse and dependents at his own expense.

LEAVE

Sick or Short-Term Disability Leave

KCCDA shall provide the Executive Director with a Sick and Disability Leave Bank equal to 600 hours per calendar year. Said hours shall be paid at 100% pay for any non-duty illness or injury for which the Executive Director cannot complete his daily job duties. The Executive Director must provide KCCDA with a physician's notice for any absence for a period of five (5) days or more. Short-term disability leave in excess of 320 consecutive hours shall be paid at 70% of pay. Notice from the Director's physician describing and certifying the short-term disability shall be required before commencement of such short-term disability leave. The Employer reserves the right to have the Executive Director examined by a physician of its choosing during a short-term disability leave period. At no time shall unused Sick and Disability Leave Bank hours be paid to the Executive Director. All unused hours shall be forfeited each year and upon termination of employment. Additional Sick and Disability Leave Bank hours may be added to the Director's Sick and Disability Leave Bank by written agreement between the KCCDA Board's then acting Chairperson and Director.

Long-Term Disability Leave

KCCDA agrees to put into force and to make required premium payments for long-term disability coverage for the Executive Director.

Vacation / Personal Time

The Executive Director will be afforded the following personal/vacation time:

Year 1: 170hours

Year 2: 170 hours

Year 3: 170 hours

RETIREMENT

Subject to any applicable federal requirements or limitations:

The Executive Director will be enrolled in a MERS defined contribution retirement plan with a ten percent (10%) employer contribution rate of the Executive Director's annual salary.

In addition, KCCDA agrees to contribute four percent (4%) of the Executive Director's annual salary into a MERS 457 deferred compensation plan and three percent (3%) into a MERS Health Care Savings Plan (HCSP).

Health Insurance:

After 15 years of service with the Authority, the Executive Director and his eligible dependents shall be eligible to participate in the Authority's Retiree Health Insurance plan up to the age of 65 provided that at the time he left Authority employment, he was currently enrolled in the health insurance plan.

If the retired Executive Director elects to participate in the health insurance plan, he shall be required to pay the entire premium for this coverage. The Authority will advise of the amount of the required monthly premium, and any changes to this amount. The retired Executive Director is required to pay the Authority the amount of the required monthly premium at least five (5) business days in advance of its due date, and the Authority may terminate coverage under the health insurance plan of a retiree and their eligible dependents who fail to make timely payments.

The Authority reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. An employee's benefits are governed by the plan description and plan documents. In the event of any conflict between this summary and the plan documents, the plan documents control.

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EXHIBIT 2

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**EXAMPLE ONLY: SEVERANCE AGREEMENT
AND RELEASE OF CLAIMS**

This Severance Agreement and Release of Claims ("Agreement ") is made by and between _____ (hereinafter "Employee") an individual residing at _____ and Kalamazoo County Consolidated Dispatch Authority (KCCDA or Employer), a separate public body created pursuant to MCL 124.501, et. seq. KCCDA includes its predecessors, successors, assigns, affiliates, subsidiaries, owners, officers, employees, directors, partners, representatives, agents, insurance carriers, and attorneys, individually, jointly and severally.

PREAMBLE

KCCDA and Employee acknowledge that Employee's responsibilities and benefits of employment with KCCDA ceased effective at the close of business on _____.

KCCDA and Employee wish to recognize Employee's past service and to provide certainty regarding the handling of any issues between them, related to either of them, or involving both of them, in the future.

AGREEMENT

1. **CONSIDERATION:** In consideration of Employee's waiver and release of all claims, as set forth in this Agreement, KCCDA agrees to the following:

(a). **Payment.** Employee shall receive that portion of pay which is due through _____, prorated based on the pay period, regardless of signing or not signing this Agreement.

(b). **Severance:**

i. **Severance Pay.** Employee shall receive as severance pay the equivalent of eight (8) months gross wages payable in regularly scheduled intervals (*i.e.* sixteen (16) biweekly installments), each such periodic payment to be as nearly equal as possible. The severance pay continuation shall be subject to payroll deductions required by law or requested by Employee and determined to be available and proper. The severance amounts

described above will be paid as follows: within 5 days after the conclusion of the 7-day revocation period described in Paragraph 6 below. Employees agree to indemnify KCCDA from any and all taxes, assessments, fines penalties, or other costs that may be issued against KCCDA or any of its employees, officers, directors, agents, sponsor, or affiliates, as a result of any taxes owed as a result of this payment.

- ii. Health, Dental and Vision Benefits Continuation. Employee shall be permitted continuation of health , vision and dental benefits for the same eight (8) month severance pay period as described in Paragraph 1(b)(i) above , as follows: [continuation under the existing health, dental and or vision plan if permitted by the terms of the respective plan.] or [payment by KCCDA of Employee' s health, dental and or vision plan COBRA premium.] or [KCCDA' s paying directly to Employee the gross dollar equivalent of what KCCDA was paying to maintain Employee' s health, dental and or vision insurance at the time of Employee's termination, less Employee' s co-pay; permitting Employee, should he so elect, to purchase comparable health, dental and or vision insurance on the open market].
- iii. Unemployment. KCCDA agrees, at the conclusion of the sixteen (16) biweekly installments of severance pay, not to contest any claim that Employee may make for unemployment benefits as a result of his separation from employment.

Employee acknowledges that, with the exception of the payment described in Paragraph 1(a), he is not entitled to any pay or benefits other than those benefits explicitly set forth in this Agreement. The settlement amount(s) will be due and payable, in accordance with the terms of this Agreement, as set forth in Paragraph 1(b)(i) above and Paragraph 6 below. Employee acknowledges that he has received adequate consideration for this Agreement.

2. RELEASE AND DISCHARGE OF ALL CLAIMS. In consideration of the terms set forth in this Agreement, Employee forever releases and discharges KCCDA from any and all federal or state claims , civil claims (whether statutory or common law), equitable relief, damages, costs, attorney fees, expenses, state or federal administrative actions and all causes of action of any kind or character, whether known or unknown, which now exist or which may hereafter arise under any federal or state statute or the common law or in equity on account of or in any way resulting from any act or omission occurring up to the effective date of this

Agreement. Employee specifically agrees that he hereby releases KCCDA from any and all liability that may arise out of any alleged conduct, which occurred during the course of his employment and/or separation therefrom and which has been settled under this Agreement. Employee agrees not to file any lawsuit or claim of any type in any forum against KCCDA.

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2. Nothing in this Agreement shall interfere with Employee's right to cooperate with or participate in an investigation with either the EEOC or MDCR. However, except as otherwise stated herein, the consideration provided to Employee shall be the sole relief provided to him, and he agrees that he will not be entitled to, and hereby waives, any monetary benefit, if any, levied against KCCDA relating to any such claim regardless of who brought the complaint or charge. Employee represents that he has not filed any complaint, cause of action or lawsuit and that payment under this Agreement shall be the sole relief for any claims he may have which has been settled by this Agreement.

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Without limiting the generality of those matters contained in the above paragraph, except as otherwise provided for herein, Employee specifically releases KCCDA from any alleged claim or violation of its personnel policies, benefits, or handbook; any employment contract; tort claims; discrimination claims; any statutory claims arising under any state or federal statute or rule, including but not limited to the Equal Pay Act, 29 U.C.C. 203 et seq., the Michigan Minimum Wage Act, Elliott-Larsen Civil Rights Act, Michigan Wage and Fringe Benefit Act, Fair Labor Standards Act, Americans With Disabilities Act, as amended, Michigan Persons with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act (ADEA), Employee Retirement Income Security Act, National Labor Relations Act; Whistleblowers Protection Act the Older Workers Benefit Protections Act (OWBPA) and any and all claims arising out of Employee's employment or separation from employment with KCCDA. All of the foregoing specific releases apply and are limited to claims that, in any way, result from any act or omission occurring up to the effective date of this Agreement. Further, the parties agree that this Agreement does not bar the right to enforce the terms of this Agreement. A separate release and waiver pursuant to the ADEA/OWBPA has been submitted to the Employee this date, and has been signed subject to the ADEA limited statutory Right of Rescission.

3. EMPLOYEE'S EMPLOYMENT. Employee agrees not to seek, or apply in the future for, employment at or with KCCDA. Employee also agrees not to bring any suit or claim against KCCDA should he seek to obtain employment with KCCDA in the future and be denied such employment. Finally, Employee acknowledges that any professional membership or association which he belongs to as of _____,

will be at his sole election in his individual capacity and that he will in no way represent KCCDA as an organization or member of staff prospective from _____.

4. AGREEMENT AS DEFENSE. Except as otherwise provided for herein, Employee understands and agrees that this Agreement ~~may be pled~~ will be applied as a complete defense to any past, present, or future claim or entitlement, which he has asserted or may subsequently assert in any suit or claim against either party arising out of Employee's employment or separation therefrom with KCCDA.

5. NON-ADMISSION OF LIABILITY. This Agreement is not an admission of liability by KCCDA.

6. VOLUNTARY EXECUTION. Employee represents and acknowledges that before signing this Agreement: (i) he has read this Agreement completely; (ii) he fully understands the terms, content and effect of this Agreement; (iii) he had the opportunity to consult and/or retain legal counsel at his own expense; (iv) the terms of this Agreement were read by Employee; (v) he executes this Agreement voluntarily and with full knowledge and understanding of its effect; and (vi) he understands that he has twenty-one (21) days within which to consider this Agreement. Employee acknowledges and agrees that he has been told that, upon signing and returning this Agreement to KCCDA he has seven (7) days within which to revoke his acceptance of this Agreement, and that any such revocation must be communicated in writing to _____ and must specifically reference this Agreement. The eighth day following Employee's execution and return of this Agreement will be deemed the effective date of this Agreement unless the Agreement has been revoked by Employee beforehand in accordance with this paragraph.

7. BINDING EFFECT. This Agreement is binding upon the parties hereto.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties and supersedes all previous oral and written agreements except as set forth in this Agreement.

9. GOVERNMENT LAW. This Agreement will be enforceable in a Court of competent jurisdiction, and its validity, construction, interpretation and administration will be governed by the laws of the State of Michigan.

10. SEVERABILITY OF PROVISIONS. The parties acknowledge that the provisions of this Agreement are severable and expressly agree that if any provision of this Agreement is found to be unenforceable, such a finding will not render any other

provision of this Agreement unenforceable.

11. COUNTERPARTS. This Agreement may be executed and delivered (including by electronic or facsimile transmission) in one or more counterparts, and by the different parties to this Agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

Employee has executed this Severance Agreement and Release of Claims as his own free act and deed.

EMPLOYEE

Dated: _____

**EMPLOYER:
KALAMAZOO COUNTY CONSOLIDATED
DISPATCH AUTHORITY**

Dated: _____ By: _____

Its: _____

**WAIVER AND RELEASE OF ALL CLAIMS UNDER THE AGE DISCRIMINATION
IN EMPLOYMENT ACT/OLDER WORKERS BENEFIT PROTECTION ACT**

FOR AND IN CONSIDERATION of the SEVERANCE AGREEMENT AND RELEASE OF CLAIMS , dated _____ , entered into between (“Employee”) and the KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY (the “Employer”), and in consideration of the benefits conferred thereunder to the Employee, Employee agrees as follows:

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1. That Employee fully and forever releases, acquits, and discharges the Employer, its agents, Board members, officers, employees, and representatives, from any and all claims, demands, actions, and causes of action arising under the Age Discrimination in Employment Act (ADEA) and Older Workers Benefit Protection Act (OWBPA) except those rights or claims which may arise under the ADEA or OWBPA after execution of this Agreement.

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2. The Employee acknowledges the opportunity to consult with an attorney before signing this Agreement; that Employee had a period of at least twenty-one (21) days in which to consider this Agreement; that Employee has seven (7) days after executing this Agreement to revoke the Agreement; and that the Agreement will not become effective or enforceable until this seven-day (7-day) period has passed.

3. Further, the Employee acknowledges that before signing this Agreement, Employee has read the document consisting of 1 page; fully understands its terms, content, and effect; has had the benefit of seeking the advice from an attorney of Employee's own choosing and has relied fully and completely on their own judgment and on the advice of their attorney in executing this Agreement, if any.

IN WITNESS WHEREOF, Employee has executed this Waiver and Release of all claims under the ADEA and OWBPA as his free act and deed this _____ day of _____ 20____.

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EMPLOYEE

Dated: _____

EMPLOYER:

KALAMAZOO COUNTY CONSOLIDATED

DISPATCH

AUTHORITY

Dated: _____ By: _____

_____ Its: _____

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