

AGREEMENT

BETWEEN

THE SOUTH EAST REGIONAL EMERGENCY SERVICES AUTHORITY

AND

THE SOUTH EAST REGIONAL EMERGENCY SERVICES AUTHORITY  
COMMUNICATIONS UNION  
OF  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

July 1, 2019 to June 30, 2022 -

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*LETTER OF UNDERSTANDING:  
STCLAIR SHORES*

*HEALTH BENEFITS*

# AGREEMENT

THIS AGREEMENT entered into this day of, effective from July 1, 2019 to June 30, 2022 between the South East Regional Emergency Services Authority, Michigan, (hereinafter referred to as the "SERESA or the "Authority"), and the South East Regional Emergency Services Authority Communications Union of the Police Officers Association of Michigan, (hereinafter referred to as the "Union").

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

## ARTICLE 1 PURPOSE AND INTENT

- 1.1 The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts 1965, as amended, to incorporate understandings previously reached and other matters into formal contract; to promote harmonious relations between the Authority and the Union, in the best interests of the community; to improve the public Emergency Dispatching service; and to provide an orderly and equitable means of resolving future differences between the parties.
- 1.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

## ARTICLE 2 COVERAGE

- 2.1 This Agreement shall be applicable to all the members of the South East Regional Emergency Services Authority Emergency Dispatchers Union of the Police Officers Association of Michigan.

## ARTICLE 3 RECOGNITION

- 3.1 The Authority recognizes the Police Officers Association of Michigan as the bargaining agent, and the SERESA Communications Union, as the sole and exclusive bargaining representatives for all of the members of the SERESA Communications Union. The SERESA Communications Union shall include all employees of the Authority, excluding the Executive Director, Deputy Director, and the Dispatch Supervisors.

## ARTICLE 4 GENERAL

- 4.1 Separability: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Authority, the Union and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

- 4.2 Distribution of Agreement: The Authority shall provide the Union with the master copy of the new agreement for the Union to review for accuracy in content. The Union shall submit a written letter stating any proposed corrections necessary; and if the Authority agrees with the proposed changes it shall provide the Union with a complete revised copy to review. Once a signed agreement has been reached, the Authority shall provide the Union with sufficient copies of this Agreement to provide each member with a copy and twenty-five extra copies for the Union.

## ARTICLE 5 RIGHTS OF EMPLOYER

- 5.1 Employer retains the sole and exclusive right to manage and operate the Authority in all of its operations and activities, except as otherwise provided in this Agreement. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire, determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their locations; to adopt, modify, change or alter its budget, to combine or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain order and efficiency; to continue and maintain its operation as in the past; to study and use improved methods and equipment and outside assistance, and in all respects to carry out the lawful, ordinary, and customary functions of Authority Government, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. Disputes over any rights of management shall be subject to the grievance procedure, including arbitration.
- 5.2 Except as this Agreement otherwise provides, the Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish reasonable work rules and the penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedures established herein.

## ARTICLE 6 CHECK OFF AND REMITTANCE OF DUES AND FEES

- 6.1 During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union Membership dues, representation fees and/or any other fees levied in accordance with the Constitution and By-laws of the Union and terms of this Agreement, from the pay of each employee who executes or has executed an "Authorization for Check-Off Dues" form. Such dues and/or fees must be tendered by payroll deduction.
- 6.2 Deduction for any month shall be remitted to the Treasurer of the SERESA Emergency Dispatchers Union with a list of names of all employees from whom the deductions have been made no later than the Monday following the pay period in which the deduction was made.
- 6.3 Dues shall be established from time to time by the Union. The Authority, upon receipt of proper authorization from the President of the Union, shall deduct bi-weekly dues from the



employee's pay. The Union shall provide the Authority with thirty (30) days' notice of any change in the amount of dues.

- 6.4 The Employer agrees to provide this service without charge to the Union.
- 6.5 The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee.

## ARTICLE 7 UNION ACTIVITIES

### 7.1 Release Time

7.1.1 The President of the Union shall be afforded time off during regular working hours, without loss of benefits, to conduct such Union business directly related to the Authority's Union membership, and to fulfill his or her responsibilities to the Union for processing of grievances. The President shall first obtain permission for release time from the Executive Director or Deputy Director. If s/he is not available for contact, a Supervisor may provide permission. Permission shall not be unreasonably denied. A substitute may be appointed and afforded the above-mentioned release time if the President is unavailable due to leave.

7.1.2 Members of the Union authorized by the Union to attend conventions shall be allowed time off without loss of benefits to attend State conventions. Such time off shall be limited to one member of the Union per day.

7.1.3 The Bargaining Committee of the Union will include not more than two (2) representatives of the Police Officers Association of Michigan, with three (3) elected representatives of the Communications Union, not assigned to the same shift.

The Committee may include not more than two (2) non-employee representatives. The Union will furnish the Executive Director's office with a written list of the Union's Employees Bargaining Committee prior to the first bargaining meeting. The elected representatives of the Communications Union shall continue on the Departmental shift assignment routine.

7.1.4 If the privilege hereinbefore provided for under this section shall be abused, the alleged abuse shall be a proper subject matter for a conference between two (2) designated representatives of the Employer and two (2) representatives of the Union.

### 7.2 Bulletin Boards

The Union shall be provided with a bulletin board for the posting of Union notices or other material. The Union shall have reasonable allocation of area for its records, files and material, in the Dispatch Center, subject to the approval of the President of the Union and the Executive Director.

### 7.3 Meetings

The Union may schedule meetings on Authority property insofar as such meetings are not disruptive of the duties of the employees, or the efficient operation of the Emergency Dispatching. Union members will be allowed to relieve on-duty members for the purpose of Union meeting participation. Such relief shall not be the monetary obligation of the Authority.

#### 7.4 Union Board Composition

A Bargaining Board member shall not be allowed to hold a Board position until successful release from probation.

### ARTICLE 8 OTHER AGREEMENTS AND ORGANIZATIONS

- 8.1 The Employer will not aid, promote or finance any labor group organization or individual which purports to engage in collective bargaining, or make any Agreement with any such group or organization or individual for the purpose of undermining the Union, including any Agreement that would eliminate any fringe benefits provided to its members under this Agreement.

### ARTICLE 9 WORK RULES AND REGULATIONS

- 9.1 The Authority shall have the right to promulgate reasonable work rules which do not conflict with the express provisions of the collective bargaining Agreement. Fourteen (14) calendar days' written notice shall be given of any proposed changes in departmental rules.

### ARTICLE 10 HIRING, PROMOTIONS AND LAYOFFS

#### 10.1 Promotions

Promotional consideration shall be provided to dispatchers with five or more years of full-time dispatching experience.

Members of the bargaining unit who wish to compete for a promotion shall be required to participate in an examination process. All candidates shall be required to fulfill the same requirements and/or conditions. An appointment from the top total score shall be made utilizing the following method:

50%Written Assessment  
45%Oral  
Presentation/Interview  
5% Seniority

- A. Applicants must obtain a passing score of 70% or above on both the written and Oral portion of the selection process.
- B. The Director shall have exclusive authority to conduct and determine the composition of the oral interview and presentation.
- C. The seniority shall be credited to the employee at the rate of one percent for each year of full-time dispatch experience.
- D. In the event the use of internal candidates is unsuccessful, the Authority shall consider external candidates. All external and internal candidates shall be required to compete on the same basis.

#### 10.2 Promotions to Dispatcher

Members of the Authority in the classification of call taker who wish to compete for a promotion to emergency dispatcher shall be required to participate in an interview process. This will include an Oral presentation, review of employee's performance standards, commendations, and discipline records for the prior two years plus current.

Full-Time openings will be opened first to all eligible Part-Time employees. Management reserves the right to use the hiring list if eligible Part-Time employees have performance evaluations that would indicate incompatibility with the full-time job performance standards in the classification. A decision under this provision will not be subject to the grievance procedures and the decision by the Authority is final.

### 10.3 Return to Position

In the event a member of the unit promotes to a position outside of the bargaining unit with the Employer, they shall be permitted to return to a position within the bargaining unit within one (1) year of their promotion, without loss of unit seniority. After one (1) year outside of the bargaining unit, within the Authority, past unit members shall be permitted to return to the unit when a position is available within the bargaining unit. When such a return does not result in the loss of employment for a then bargaining unit member. In such cases they shall return with the seniority they had at the time of their departure from the unit.

### 10.4 Layoffs

The Union President shall be the last member of the bargaining unit to be laid off and the first to be called back to work. Other layoffs shall be in accordance with seniority provided the remaining senior employee not laid off has the ability and skill to perform the remaining work.

## ARTICLE 11 RESIDENCY

- 11.1 Authority employees shall be required to reside in the United States and within a one (1) hour response time in normal driving conditions of the center. New employees shall be allowed up to six months of hire to comply.

## ARTICLE 12 RATES FOR NEW CLASSIFICATION

- 12.1 In the event that new classifications are created within the bargaining unit, or the work involved in the dispatcher classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.

### 12.1.1 Union Notification

The Authority shall notify the Union in writing whenever new classifications are created or the work of the Dispatcher classification is substantially modified, and propose a pay rate for the classification.

### 12.1.2 Union Response

If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the Authority.

### 12.1.3 Submission to Grievance Procedure

If the Union and Authority cannot agree on the rate of pay through negotiations, the matter may be submitted at Step 2 of the grievance procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be as established by the Authority.

## ARTICLE 13 PROBATIONARY PERIOD

- 13.1 The probationary period for new employees of the SERESA Emergency Dispatchers shall be six (6) calendar months from the date of successful completion of the training program. The probationary period may be extended for up to three (3) additional months at the Authority's sole discretion.
- 13.2 All new employees shall be trained by a certified Communications Training Officer, following a program established by the Communications Supervisor and the CTO Cadre.
- 13.3 Communications Training Officers shall be compensated at the rate of one (1) hour of overtime pay for each shift spent training a new employee. In the event more than one CTO trains during the day, the CTO's will determine an equitable distribution of the compensation and notify the shift supervisor.

## ARTICLE 14 SENIORITY

- 14.1 A Bargaining unit member shall have bargaining unit seniority based upon the member's date of hire as a full time emergency dispatcher. Additionally, members with previous employment with the Cities of St. Clair Shores and Roseville shall have their seniority adjusted in accordance with Appendix A of this agreement. Bargaining unit seniority shall be applied as set forth in this Agreement. Unless otherwise specified, "seniority" shall be bargaining unit seniority.
- 14.2 If members have the same date of hire, bargaining unit seniority shall be determined by their order on the hiring list or by their order of hire if different from the hiring list.
- 14.3 In the event a full-time member of the bargaining unit requests a voluntary transfer to a classification outside of the bargaining unit or to a part-time status, the member's seniority will not continue accruing within the full-time classification. If the member wishes to return to the emergency dispatcher classification, he or she may do so within three months with only the three months of seniority lost. After three months, seniority will be determined by the new date of return to the classification.

## ARTICLE 15 TEMPORARY TRANSFER OF EMPLOYEE

- 15.1 The Authority shall not transfer any member of the bargaining unit to a job classification outside of the bargaining unit except on an emergency basis. In making such a transfer, the supervisor shall consider the effect of the transfer upon the emergency dispatch operation.
- 15.2 The Authority shall not temporarily transfer sworn police or fire personnel to the position of emergency dispatcher.

## ARTICLE 16 HOURS OF EMPLOYMENT

- 16.1 Work Schedule  
Shift hour designation and length shall be for the duration of the contract language. Shift hours may only be altered in emergency situations. When a shift is to be altered for more

than one week, the employee assigned to the shift will be provided two-week's notice unless the alteration is due to an emergency situation.

Shift Hours shall commence and end at (taking into account the adjustments to 8 or 10 hour shifts per two-week pay period):

0700 – 1900

1900 – 0700

In accordance with the needs of the center, there may be an overlap shift with employee(s) assigned alternate hours. The hours may be assigned with a start time between the hours of 1100 to 1300. The shift start time may be changed with fourteen (14) calendar days' notice or less if agreeable with the employee(s). These hours will fall under the guidelines for shift bids. Under the guidelines for time-off requests, the employee assigned to this shift for the purposes of benefit time-off (vacation, holiday, comp) will be approved based on Article 20.1.

If at any time the center drops below a staffing level of twenty (20) dispatchers, the Authority has the right to shift the lowest seniority person on the mid-shift to an open day or night shift position. This will occur only after the Authority has first asked for volunteers for the open position.

If a determination is made to eliminate the overlap shift the Authority will provide a thirty (30) calendar day notice in advance of the change occurring. In such an instance the parties will meet to determine the changes necessary in Article 20.1 with regards to time off. Article 26.1 will apply to in regards to approved vacation time.

Work-days shall rotate on a two-week rotation: Monday, Tuesday on. Wednesday, Thursday off. Friday, Saturday, Sunday on. Monday, Tuesday off. Wednesday, Thursday on. Friday, Saturday, Sunday off.

## 16.2 Break and Lunch Periods

All members shall be afforded one (1) sixty (60) minute lunch period per full work shift without loss of pay. In the event that SERESA is staffed at minimum levels, the on-duty supervisor shall cover the lunch breaks. Lunch breaks may be denied in extreme circumstances (weather, high call volume, etc.) or if the on-duty supervisor is out of the office.

16.2.2 It is understood that the nature of a dispatcher's work may at times require that no lunch or shortened lunch period be taken.

16.2.3 Members shall not be required to remain in the dispatch area during lunch periods.

## 16.3 Lockers

The Authority shall provide lockers for all dispatchers. Lockers shall be large enough to accommodate clothing and personal articles and shall have a means by which members can secure lockers with a lock.

## 16.4 Hours of Work Week

Each member shall be scheduled to work eighty (80) hours per two weeks on the shift selected by the procedures stated below.

## 16.5 Shift Selection

- 16.5.1 Shift selection; shifts for the classification of Emergency Dispatchers shall be made on the basis of departmental seniority. Shift assignments shall begin on the cycle commencing closest to January 1<sup>st</sup>.
- 16.5.2 Shift selections shall be provided to the Dispatch Supervisor thirty (30) days prior to the implementation of the new schedule. The shift leave day selection process shall be handled by the Director or designee.
- 16.5.3 If a vacancy occurs on any shift, that vacancy will be offered to the other dispatchers on a seniority basis. No other dispatcher shall lose their rights or vacation selection due to unscheduled transfers.
- 16.5.4 The Authority may assign a probationary employee to any shift during the probationary period with prior notification.

## ARTICLE 17 SHIFT DIFFERENTIAL

- 17.1 Members of the bargaining unit shall receive a premium of six and one-half (6.5%) percent of their base hourly pay for all hours worked between 1900-0700.
- 17.2 Shift differential shall be paid as part of the employee's regular check with each pay period.

## ARTICLE 18 OVERTIME PAY

### 18.1 Computation

All employees who are required to work more than their regular eighty (80) hours in a scheduled two-week work week shall be paid at the rate of time and one-half for each hour of overtime worked. Work shall include vacation, personal leave days, compensatory days, sick time, and supplemented short-term disability days.

### 18.2 Regular Overtime

All employees begin with zero (0) hours at the beginning of the calendar year. There will be a running list of Total Hours worked. Each time Overtime is worked, the total number of worked hours is added to the "Total Hours Worked" sheet. Posted Overtime is chosen by seniority to start. Once hours start adding up then the Posted Overtime Rule will apply.

#### *18.2-1 Posted Overtime Rule*

When overtime is posted, the overtime post will have the highest seniority person with the lowest number hours worked on top giving them the first opportunity to volunteer for the overtime. If they do not want it, it will go down the list (In order by number of hours worked, lowest to highest). If NO ONE willingly accepts the overtime, then the Force Rule will take effect.

#### *18.2-2 Force Rule*

The dispatcher with the lowest number of hours, regardless of departmental seniority will be the first to be forced. If more than one dispatcher has the same number of "low" hours, then department seniority prevails and the lowest seniority dispatcher with low hours will be forced. The overtime list will have the highest seniority person with the lowest number

hours worked on top. The lowest seniority person with the lowest number of hours worked will be forced for the shift.

If it becomes necessary to order a dispatcher to work overtime, any dispatcher currently on eight hours or more of benefit time, (vacation, personal business Holiday, or Compensatory Time) shall not be called to fill the overtime slot, regardless of prior notification. Dispatchers on less than eight (8) hours of benefit time, as defined above, shall be eligible for forced overtime.

If ONE dispatcher is forced, they may work something out with other dispatchers to fill the shift, this day then counts as voluntary. If TWO dispatchers are forced in the same week, (for example 1 on Friday and 1 on Saturday) then those dispatchers may switch those forced days if it works out better for them. These days would still count as a force for BOTH. These trades must be done during the same pay period and not more than 5 days apart. Dispatchers will sign an agreement stipulating the details of the trade and request permission from the supervisor(s). Dispatchers shall be allowed to volunteer for portions of the shift leaving no less than a four (4) hour block of the shift uncovered. After the shift is split, the force rule will take effect for the remaining hours not voluntarily accepted.

A dispatcher shall not be forced more than 12 hours in a rolling calendar week. A force will be 4 or more hours worked. Covering the hours of your own short day does not count toward "forced" hours but the hours will be added to "Total Hours Worked". ANY overtime worked will be added to the Total Hours Worked sheet. This includes but is not limited to: shift coverage, training classes, meetings, CTO training time, forced days and so forth.

#### *18.2-3 Last Minute Overtime*

In as much as it is possible to do so, members will be notified via text message or call when they will need to adjust their schedule to cover shortages. This includes late day/ early release days, when the employee will be required or asked to work a full shift.

#### *18.2-4 New Employees*

New employees, once eligible for overtime, will begin with a total number of hours equal to the lowest person on the shift that they will be assigned. A rotating list of all Emergency Dispatchers shall be used for all overtime.

### 18.3 Compensation Errors

The parties recognize that members shall not be compensated for occasional errors in the overtime procedure but at the same time reserves the right to grieve any and all errors for monetary compensation if those errors are repetitive or flagrant violations.

### 18.4 Overtime Eligibility

Employees shall be considered ineligible for overtime for reasons of sick, vacation, funeral leave, personal business, or any other leave time granted by this Agreement. Dispatchers will be eligible for overtime while on vacation, personal business, holiday, or compensatory time off, after having notified the Supervisor in writing that he/she is available. If it becomes necessary to order a dispatcher to work overtime, any dispatcher currently on eight hours or more of benefit time, (vacation, personal business Holiday, or Compensatory Time) shall not be called to fill the overtime slot, regardless of prior notification. Dispatchers on less than eight (8) hours of benefit time, as defined above, shall be eligible for overtime. NOTE: Dispatchers are not eligible for

overtime created by their own absence. Sick time and funeral leave are not included in this Agreement.

#### 18.5 Overtime Calculations

An employee, while on his/her regular shift, who is ordered to work more than the scheduled shift shall be paid overtime at the rate of time and one-half for all overtime worked. For all overtime that is not in full one-hour increments, the following schedule shall apply:

0 – 15, minutes pays 15 minutes' pay  
16 – 30, minutes pays 30 minutes' pay  
31 – 45, minutes pays 45 minutes' pay  
46 – 60, minutes pays 60 minutes' pay

#### 18.6 Overtime Schedule

In the event that a dispatcher cannot be hired to fill an overtime slot, the dispatcher with the lowest amount of overtime hours worked may be ordered to fill the slot. Any dispatcher held over for two (2) consecutive days shall not be ordered to work overtime on a third consecutive day. In that case, the dispatcher next lowest in seniority can be ordered to fill the slot. Any dispatcher who is already working on overtime shall not be ordered to work the next shift in an overtime capacity.

#### 18.7 Overtime Assignments

Assignments that necessitate personnel being called into work on an emergency basis, shall be offered to employees based upon the proximity of their primary residence to the dispatch center.

### ARTICLE 19 CALL-IN TIME

19.1 A dispatcher called in for duty for other than his/her regular shift shall receive a minimum of four (4) hours pay. For each hour actually worked the dispatcher shall be paid time and one-half and straight-time for the remaining hours.

### ARTICLE 20 USE OF BENEFIT TIME

20.1 All benefit time (including Vacation, Holiday, and Compensatory time) will follow the same approval process for time off. Only one person may be off at a time using any combination of the listed benefit time. For the sake of this article, this applies to each shift as defined in Article 16.

### ARTICLE 21 COMPENSATORY TIME

21.1 Election may be made by an employee to accumulate up to sixty (60) hours in compensatory time in lieu of overtime by mutual Agreement between the employee and the Executive Director. Compensatory time may be cashed in with fourteen (14) days written notice to the Director or designee, two times per year, the first pay period in July and the first pay period in January. Upon separation, compensatory time is paid at 100%.



## ARTICLE 22 TRADING OF DAYS

- 22.1 Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days, unless denied for a justified reason. An employee who fails to show for the traded day will be charged twelve (12) hours of time in this order: Sick, Vacation, Personal Business Leave. Employee will be subject to discipline.
- 22.2 Members may not be forced to work their regular scheduled hours on a day that they have traded to have off.

## ARTICLE 23 SICK LEAVE

- 23.1 Employees will be credited earned sick time from the time worked in the previous month nine (9) hours per month. Employees shall receive 108 hours total (nine days based on twelve (12) hours shifts) per year. If an employee leaves employment or does not work for 50% of the month, the time will be reduced accordingly.

Each July, any hours in excess of one hundred-twenty (120) not used through June 30<sup>th</sup>, shall be paid to the employee at the rate of pay prevailing at the time of payment. Upon separation of employment, accumulated days are paid at one hundred (100%) percent of proration.

Employees may voluntarily be paid for sick time using the following table. If an employee chooses to voluntarily be paid for a portion of his/her accumulated sick bank, the employee must notify the Director in writing no later than June 1 of each year.

Any hours in excess of forty (40) hours on July 1, 2019 may be paid in July 2019.

Any hours in excess of sixty (60) in 2020 to be paid in July 2020.

Any hours in excess of eighty (80) in 2021 to be paid in July 2021.

After 2022 - only hours in excess of one hundred-twenty (120) not used, shall be paid in accordance with the terms of this Article.

- 23.2 New hire probationary employees do not accrue sick leave time until after successful completion of their probationary period. Sick time is then accumulated in accordance with section 23.1.
- 23.3 A short-term disability plan shall be provided by the Authority commencing on the eighth (8th) calendar day of non-duty disability and continuing through the 365th day. A member of the unit shall be compensated at sixty-five (65%) percent of his/her regular pay during this period of disability.
- 23.4 The Authority reserves the right to require a written statement from the employee's doctor where a reasonable basis exists for suspecting sick leave abuse or misuse. The Authority also reserves the right to require the employee to be examined by a physician of the Authority's choice, at the Authority's expense.
- 23.5 Employees may utilize sick leave in case of the illness or injury of a family member as defined by the Family Medical Leave Act (FMLA).
- 23.6 Accumulated sick leave of current employees may be utilized to supplement disability payments so as to provide up to eighty percent (80%) of the employee's regular rate of compensation. Any banked time may likewise be utilized to supplement disability payments to a maximum of eighty percent (80%).

- 23.7 Bargaining unit seniority and Authority service time shall continue to accumulate while on sick leave and short term disability.
- 23.8 If an employee leaves employment or does not work for 50% of the month, sick leave is not accrued. Work shall include vacation, personal leave days, compensatory days, and supplemented short-term disability days.

## ARTICLE 24 PERSONAL BUSINESS DAYS

- 24.1 Three (3) personal leave business days (36 hours based on 12 hour shifts) shall be allowed with pay upon written application and approval by the Shift Supervisor during each year of this Agreement. Personal business days shall not be carried over from year to year. Personal leave business days may be used in two (2) hour increments. The aforementioned personal business days are allowed in a calendar year and these days are not accumulative. It is understood that only in the instance where no other dispatcher is available, either through voluntary or forced overtime, to meet minimum staffing requirements, is Personal Leave to be denied.
- 24.2 New hire probationary employees may use up to two (2) personal business leave days (24 hours based on 12 hour shifts) during their training period, upon supervisor approval. Upon successful completion of probationary period, remaining pro-rated calendar personal days (if any) will be credited.
- 24.3 One (1) of the above personal business days may be taken in conjunction with a vacation.
- 24.4 In the event that an emergency or unforeseen event necessitates immediate relief, personal business days can be granted by phone call, by the Director, Deputy Director, Supervisor, or designee. Such requests shall not unreasonably be denied.
- 24.5 Requests must be made and responded to verbally when the request is made within six (6) hours of the time-off requested. The request will be followed up with a written request and response.

## ARTICLE 25 LEAVE OF ABSENCE

### 25.1 Military Leave

Members of the Armed Forces Reserves or National Guard will be paid a maximum of two (2) weeks' pay while they are engaged in normal reserve training periods, provided that proof of services is submitted. If required to serve more than two (2) weeks, the Employer shall grant the employee any additional time required with loss of pay or shall allow the employee to use compensatory or vacation time.

### 25.2 Funeral Leave

In the event of a death in the immediate family of the employee, the employee shall be entitled, when so required, to the next seven (7) days with regular pay (leave days to be included but without pay) to arrange for or attend a funeral and burial. Immediate family shall be deemed to be: Legal spouse, child, mother, father, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current step-child, current step-

father, current step-mother or any individual for whom the employee is legal guardian. The employee shall provide proof of the deceased family member to qualify for the leave. Proof may be in the form of a death certificate, obituary, funeral notice or similar.

*25.2.1 Extended Family*

Employees shall be entitled to one (1) day with pay, when so required, in the event of the death of an extended family member. Extended family shall be deemed to be: aunt, uncle, niece, nephew, current brother-in-law, current sister-in-law, current aunt/uncle-in-law, and current grandparent-in-law.

*25.2.2 Delayed Funeral Provision*

In the event of special circumstances resulting in a later funeral date, the Dispatch Supervisor may set another date for the commencement of the funeral leave.

*25.2.3 Time Banks*

The foregoing time shall not be deductible from sick leave or vacation time and shall have no effect on the employee's seniority.

25.3 FMLA Provision

The collective bargaining Agreement is to be interpreted consistent with the provisions of the FMLA (Family Medical Leave Act.)

ARTICLE 26 VACATION SELECTION AND VACATION TIME

26.1 Procedure

All vacation selections of one (1) week or longer shall be based on seniority, and shall have precedence over shorter length requests regardless of seniority. Vacation selections for a minimum of one (1) week will be made after each shift selection process; method and procedure to be handled by the Director or designee. The shift supervisor shall grant vacation time following the guidelines as outlined in Article 20.1. No dispatcher shall lose a previously selected vacation due to unscheduled shift or time worked transfers.

26.2 Vacation Time

Employees will be credited earned time from time worked in the previous month. If an employee leaves employment or does not work for 50% of the month (as illustrated in Article 23.8) the accrual amount will be reduced accordingly. Work shall include vacation, personal leave days, compensatory days, and supplemented short-term disability.

26.3 Vacation Earnings Schedule

The following vacation earnings schedule provided the employee has worked 50% in each calendar month. Worked shall include vacation, personal leave days, and compensatory days.

<u>Service Time</u>	<u>Hours/month</u>
Completion of probation to 5 years	8.75; mo / 105; year
5 to 10 years	11.5; mo / 138; year
Over 10 years	15.5; mo /186; year

#### 26.4 Vacation / Probationary Employees

New hire probationary employees do not accrue vacation leave time until after successful completion of their probationary period. Vacation time is then credited retroactive to date of hire and future time will be credited as earned time from time worked in the previous month (as outlined in 26.2)

### ARTICLE 27 VACATION ACCUMULATION and PAYMENT IN LIEU OF VACATION TIME

- 27.1 Vacation hours may be accumulated and carried over to no more than one hundred twenty vacation hours to the next fiscal year (begins July 1). Additional hours over the maximum shall be used by the last pay period of the fiscal year (fiscal year ends June 30) or they will be forfeited.
- 27.2 If an employee becomes ill and is under the care of a duly licensed physician during their vacation, their vacation will be rescheduled at an open date if he/she desires. In the event his/her incapacity continues throughout the year, he/she will be awarded payment in lieu of vacation. The foregoing does not include job incurred injuries.
- 27.3 Termination of Employment in the event employment is terminated, an employee will be paid for all earned vacation accumulated, computed on the basis of all earned vacation from the prior year not used, and the vacation time earned in the current year. Payment for unused vacation time shall not be included in final average compensation.

### ARTICLE 28 JURY DUTY

#### 28.1 Jury Duty

##### *28.1.1 Jury Duty Day Shift*

Any employee who serves over half of the scheduled shift of jury duty in a single day is not required to return to duty.

##### *28.1.2 Jury Duty Night Shift*

Employees working a night shift the day before jury duty will be allowed off eight (8) hours prior to the start of the scheduled jury duty. At the completion of the scheduled jury duty, employees will be required to return to his/her regular shift after eight (8) hours.

##### *28.1.3 Jury duty Participation Benefits*

Participation in jury duty shall not result in any loss of pay or benefits.

##### *28.1.4 Jury Duty Proof Required*

Proof of jury duty and/or assignment shall be documented, if requested.

#### 28.2 Work-Related Court Time

28.2.1 Any employee required to appear in court or at other legal proceedings for a work related incident shall be released from work in full pay and benefits.

28.2.2 Court appearances concerning work-related incidents are considered as hours worked for overtime purposes if they occur on the employee's day off.

28.2.3 Court subpoenas requiring only stand-by for work-related incidents on the employee's day off shall be compensated at a rate of two hours pay if no appearance is required.

## ARTICLE 29 TRAINING

### 29.1 Definitions

Required Training: *Training that is scheduled by a supervisor and deemed mandatory.*

Optional Training: *Training that is offered to the member or initiated by the member and approved by a supervisor.*

### 29.2 Compensation

Emergency Dispatchers who attend dispatch training schools or seminars shall be paid for actual time in attendance. Dispatchers shall be paid for actual travel time and mileage at the approved Internal Revenue Service established rates.

Required training mileage is paid for travel time to and from class when training is outside of Macomb County. Compensation will be either from the residence or the workplace, whichever is closer. Employee will be compensated up to \$25 /per day for meals when attending training lasting more than one-day providing the training does not include meals. Meals and all associated expenses must be discussed with the Supervisor for an agreement regarding allowable reimbursement of expenses. No expenses will be paid prior to the training or without a prior written agreement.

### 29.3 Scheduled Training

#### One Day Class:

An eight hour + (8+) training day scheduled on a member's work day will be considered a regular schedule work day. For night shift employees, if members work the night before the training, they will be allowed to shift their hours to get off work eight (8) hours prior to the start of training. The actual training day will be counted as a full day worked. Example: Work Monday (shifted hours off at 0100), training Tuesday. Employee works Monday leaves at 0100 Tuesday, attends Tuesday training at 0800 – 1700,

If the shift is not beneficial to the center on the dates of training, the member will still be released eight (8) hours prior to the beginning of training. The remaining hours required for a full work day may be made up within the pay-period on a date agreeable for member and management to include alteration of the short day and early release day.

#### Multi-Day Classes/40-Hour Courses:

All 40-hour courses, regardless of the type of training, will be scheduled as a regular work week (hour-for-hour). The member's regular schedule will be altered so he/she may attend the training without the need to return to work a regular shift.

## ARTICLE 30 PART-TIME CLASSIFICATIONS

### 30.1 Benefits and Conditions

30.1.1 No benefits provided elsewhere in this Agreement apply to Part-time Dispatchers unless specifically incorporated in this Article. The Authority agrees to maintain twenty full-time dispatchers prior to hiring part-time staffing.

30.1.2 The Authority will place an order up to two times per year with the approved vendor for pre-approved SERESA Logo uniform clothing for up to \$75 per year to each permanent part-time member of the bargaining unit. By the second pay period of July, each permanent part-time member of the bargaining unit will receive \$50 cash clothing allowance to purchase pants, shoes, or other work-related items not provided by the approved vendor.

## 30.2 Lay Off

In the event of a layoff, all classifications of part-time employees shall be the first to be released and the last to be recalled. No Full Time dispatcher shall be laid off when part-time employees in any classification are on payroll.

## 30.3 Hiring and Schedule

New Employees as Call Takers must be hired through the hiring process and receive Phase A training.

30.3.1 New Employees in this classification will adhere to probation time frame

30.3.2 Call Takers shall not work more than thirty (30) hours in any payroll week. A typical schedule will consist of shifts to equate to no more than twenty-four (24) hours per payroll week.

30.3.3. Call Takers will bid the shift based on seniority within the classification. A vacancy in a call taker position will not be covered by an employee in a dispatcher classification. Call takers shifts may be adjusted to cover vacancies when needed.

30.3.4 Call Taker staffing shall not exceed 33% or six (6) persons of the established 20-person full-time employment workforce.

## 30.4 Permanent Part-Time Dispatchers

30.4.1 New Employees in this classification will adhere to probation time frame

30.4.2 Part-Time Dispatchers in this classification shall not work more than thirty (30) hours in any payroll week. A typical schedule will consist of shifts to equate to no more than twenty-four (24) hours per payroll week.

30.4.3 Part-Time Dispatchers in this classification will bid the shift based on seniority within the part-time dispatcher classification. A vacancy in a call taker position will not be covered by an employee in a dispatcher classification. Call takers shifts may be adjusted to cover vacancies when needed.

30.4.4 Part-Time Dispatchers in this classification staffing shall not exceed 25% or four (4) persons of the established 20 person full-time permanent employment workforce.

30.4.5 Part-Time Dispatchers shall not accrue seniority over any full-time dispatcher within this article of the contract

### 30.5 Full Time Voluntary Demotion

Current full-time dispatchers in good standing wishing to go to a permanent part-time status, may be allowed to change classifications depending on availability of opening.

30.5.1 Employee does not keep any time accrued as a full time employee or any full-time benefits (insurance, time, etc.). Transfer/demotion of employee is pursuant to the terms listed in Article 15.

### 30.6 Part-Time Holiday

Call Takers and Permanent Part-Time Dispatchers will earn the one-half the benefit of Holiday time accrued. Annual Holiday compensation of four (4) hours' time for each holiday of the calendar year shall be added to the employee's time bank. Specifically, Holiday time will be accrued at 24 hours (4 hours' x 6 holidays) on January 1 for holidays between January 1 – June 30 and 24 hours (4 hours' x 6 holidays) on July 1 for holidays between July 1 and December 31.

Any time not used by the end of each time period will be forfeited. Holiday time cannot be converted to money. Upon separation from the Authority, any unused time shall be forfeited. Holiday time may not be used while in training. Holiday time will be pro-rated based on the holidays that have not yet occurred and that which is immediately available; it is not retroactive. In the event of a promotion to full time dispatcher holiday time may be carried over, however the use of time still applies

30.6.1 Double time pay will apply for call takers and permanent part-time dispatchers on the special holidays listed when the hours are worked. Benefit time taken must match the criteria of full time employees. This pay is pursuant to terms listed in Article 40.

### 30.7 Part-Time Dispatcher/ Temporary Classification

This classification is a non-permanent position to allow dispatchers in good standing or trained dispatchers from other agencies to hire in at SERESA to provide relief from the overtime. This position will offer salary at the four (4) year rate.

#### 30.7.1 *Temporary Parameters:*

1. Temporary Part-time Classification shall not exceed two (2) positions.
2. No Full Time dispatcher shall be laid off when part-time employees are on payroll.
3. Any SERESA dispatcher leaving in good standing, may apply for part-time non-permanent positions upon separation from SERESA or be placed on a list if the two (2) positions are filled.
4. Any newly hired, experienced dispatcher must be hired through the hiring process.
5. Dispatcher must have already met the 80-hour training mandated by the State of Michigan or the grandfather clause

6. Non-permanent dispatcher must work a minimum of 12 hours per month. These hours will be obtained as follows:
  - a. Posted Overtime will be offered first to the full-time permanent dispatcher. If the overtime is not filled, prior to when the forced rule goes into effect, the overtime will be offered to the non-permanent part-time pool dispatcher.
  - b. The part-time pool dispatcher may not exceed thirty (30) hours in any one week.
  - c. If the part-time pool dispatcher has not reached the required twelve (12) hour minimum hours per month within the last 8 days of the month and posted overtime is available, it will first be offered to the part-time pool dispatcher. Once the minimum is met, all posted over time will then be offered to permanent full time employees first, non-permanent employees second.
  - d. Non-posted over time (sick calls, personal leave day calls, etc.) will first be offered to the non-permanent dispatcher. If the non-permanent dispatcher refuses the overtime, the Supervisor or designee will then call full time employees using the overtime call out procedures.
7. Non-permanent employees will not be eligible for SERESA benefits: Time accruals, Health Care, Life Insurance
8. Part-time dispatchers must bid for shifts according to seniority within the part-time dispatcher staffing classification

#### *30.7.2 Hours Worked*

1. Non-permanent dispatcher must work a minimum of 12 hours per month. These hours will be obtained as follows:
  - a. Posted Overtime will be offered first to the non-permanent dispatcher until he or she has reached the twelve (12) hour minimum requirement. Once the minimum is met, all posted over time will then be offered to permanent full time employees first, non-permanent employees second.
  - b. Non-posted over time (sick calls, personal leave day calls, etc.) will first be offered to the non-permanent dispatcher. If the non-permanent dispatcher refuses the overtime, the Supervisor or designee will then call full time employees using the overtime call out procedures.
2. Non-permanent employees will not be eligible for SERESA benefits: Time accruals, Health Care, Life Insurance.



## ARTICLE 31 PERFORMANCE EVALUATIONS

- 31.1 Periodic formal work performance evaluations may be prepared for all non-probationary members of the bargaining unit. A copy of the evaluation shall be provided to the employee and discussed with him/her. The employee shall be given the opportunity to provide a formal written response to the evaluator.

## ARTICLE 32 SAFETY AGREEMENT

- 32.1 The Authority and the Union agree to cooperate in the promotion of safety. The Authority will conduct safety investigations and mandatory training and drills. The Union agrees to promote and participate. If needed, the Union shall be permitted to conduct investigations of health and safety problems provided it does not unduly interfere with the normal operation of the department.

## ARTICLE 33 STRIKE PROHIBITION

- 33.1 The Union will not engage in or sanction strike action, including work slowdowns, temporary or permanent work stoppages or any other concerted cessation of services during the life of this Agreement.

## ARTICLE 34 GRIEVANCE PROCEDURE

### 34.1 Initial Procedure

Should any difference or complaint arise to the meaning or application of the provisions of this Agreement, such differences shall be resolved by the following grievance procedure:

Step 1 If an employee desires to file a grievance, he/she must first discuss the matter with his/her Union Board Member who may then discuss it with the immediate supervisor. If the matter is not resolved informally, the grievance must be reduced to writing and presented to the supervisor within fifteen (15) calendar days from the time the grievant knew or should have known of the events giving rise to the grievance. Failure to grieve within the applicable time limit will result in a waiver of grievance. Any grievance resolved at Step 1 shall be without precedent.

Step 2 If the alleged grievance remains unresolved; the written grievance will be filed within seven (7) calendar days with the Executive Director. Failure by the Director to answer the grievance within seven (7) calendar days, in writing, will permit referral of the grievance to Step 3. Failure of the Union to pursue the matter to Step 3 within the applicable time limit shall result in waiver of the grievance.

Step 3 If the alleged grievance remains unresolved either party may, within thirty (30) calendar days, request arbitration. Said arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall submit to both the Union and the Authority a list of seven (7) Arbitrators. Beginning with the moving party, each party shall strike names from the list until only one name remains. That person shall be appointed as the Arbitrator. The parties may attempt to mutually select an

arbitrator as an alternative process. The arbitration shall be conducted in accordance with the rules and regulations of the Federal Mediation Conciliation Service. The decision of said Arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said Arbitrator shall be borne by the party against whom the decision is rendered.

## 34.2 Other Grievance Remedies

34.2.1 The grievance procedure provided in this Agreement shall be the sole and exclusive remedy for alleged violations of the collective bargaining Agreement.

34.2.2 All employees shall have the right to be represented by the President of the Union or his/her designated delegates at all disciplinary conferences or procedures. A copy of the alleged charges shall be given to the Union before all disciplinary conferences or procedures.

34.2.3 A copy of any notice of disciplinary action taken against any employee which may result in official entries being added in his/her work record shall be given to the Union prior to implementation of said disciplinary action. The Employer will consider prior discipline for up to three years for the purposes of progressive discipline.

34.2.4 The claim of any permanent employee that he/she has been unjustly discharged or otherwise disciplined shall be processed as a grievance.

34.2.5 All time limits on the grievance procedure may be shortened or extended by mutual Agreement in writing.

34.2.6 The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. Provided that the Arbitrator's decision is not beyond the scope of his/her power, his/her decision shall be final and binding upon the parties.

## ARTICLE 35 LIABILITY COVERAGE

35.1 All Emergency Dispatch employees shall be covered by liability insurance, while in the course of their duties, in an amount sufficient to cover anticipated civil damages. When Emergency Dispatch employees need legal assistance, in a matter which arises in the course of their duties, they shall have the right to request and receive such assistance from the Authority. Upon such a request, the Authority shall provide legal counsel for the purpose of advice and representation. The Authority shall provide for the payment of all fees and costs and shall provide indemnification for any damages incurred in excess of insurance coverage.

## ARTICLE 36 DUTY RELATED ILLNESS AND INJURY

### 36.1 Duty Related Illness

Provisions of Worker's Compensation Laws of the State of Michigan shall apply in all accidents or injuries to employees in the line of duty. Each full-time employee and each probationary employee who is unable to work as a result of an injury or sickness arising from the performance of his/her duty, shall be paid by the Authority at his/her regular rate of pay for the duration of worker's compensation benefits. All workers' compensation checks shall be signed and turned over to the Authority. (All medical bills paid out on the

behalf of the employee shall be paid within a reasonable time.) No employee shall receive from the Authority the above supplemental payment while they are drawing a disability pension. During any period when worker's compensation is not subject to federal income taxation, the Authority's supplement shall be reduced by twenty (20%) percent. The supplement shall be limited to a one (1) year period.

## ARTICLE 37 HEALTH INSURANCE

Health Care benefits shall not begin for newly hired full-time employees until after the first ninety (90) days of employment. This provision includes Health, Dental, and Optical benefits.

### 37.1 Health Care:

The Authority shall provide HAP health care (as outlined in Appendix) through a plan portfolio by iSelect with a Health Care allowance consistent with the hard cap amount established by the State of Michigan toward eligible Healthcare plans annually. Any additional allowance under the hard-cap shall go toward a Health Savings Account (HSA), or approved health benefit for the employee as offered by the provider and legally permissible.

### 37.2 Dental Insurance

The Authority shall provide the Full-time employees including family with Met Life Basic Dental Coverage.

### 37.3 Optical Coverage

The Authority shall pay full premium for optical insurance for all Full-Time employees including family. The Authority shall provide Full-Time employees with Met Life Option 4 (MI50A).

### 37.4 Right to Change Carriers

The Authority may change insurance carriers if the benefits are no less than under the existing program.

### 37.5 Retirees Benefits

Retirees shall receive the same benefit, however, without the PPO and MMCOV riders (with full family coverage) except where the retiree or spouse of a retiree is able to provide equal or greater medical-hospitalization coverage through an Employer-paid insurance program, then said retiree shall not be eligible for benefits under this provision. To be eligible for benefits under this provision a retiree or retiree's spouse shall be required to submit to the Authority's Finance Department by April 30 preceding the fiscal year any and all W-2 forms from all sources of employment for his/her spouse. When the retiree and spouse cease to have such alternative coverage, proof of the same shall be provided to the Authority and coverage shall be immediately reinstated by the Authority.

### 37.6 Retirees Spouses/Dependent Benefits

Retirees, spouses, and dependents shall receive health benefits. These benefits will be the same as active employees, and shall be subject to any and all changes made to the benefit subsequent to the employee's date of retirement. Any increase in out of pocket costs to the retiree shall be capped at three (3%) percent per annum, since their date of retirement. Out of pocket, costs shall be defined as co-pays and deductibles, this shall not cover any future premium participation. In the event premium participation is put in place in the future it shall not exceed one (1%) percent of the retiree's annual pension amount. Anyone who was not previously employed in a full-time position with the Cities of St. Clair Shores, immediately prior to transferring to the Authority, shall not be provided coverage under this provision. These individuals shall instead be entered into a Retiree Health Savings (RHS) plan. This plan shall consist of a mandatory Employer contribution of two (2%) percent and a one (1%) percent Employee contribution. Both contributions shall be made on the basis of base wage only. The vesting for Employer contributions shall be set at eight (8) years of service.

### 37.7 Spouses of Deceased Retirees

Spouses of deceased retirees, who were eligible for health benefits, shall receive complete coverage under this Section, so long as he/she receives a Pension under a chosen (option) plan of the Pension Retirement Act.

### 37.8 Reimbursement Accounts

The members of this bargaining unit will be permitted to utilize qualified reimbursement accounts established as part of Section 125 of the Internal Revenue Code, which permits employees to pay certain health care or dependent care expenses with pre-tax dollars. Administration and limitations of this plan shall be determined by the Authority and as otherwise required by Federal law or regulation.

### 37.9 Cash in Lieu of Benefits

Each Full-Time employee who elects to waive participation in the Authority's sponsored health care plans because the employee has alternate coverage shall be paid a health insurance allowance of \$4000 per year to be disbursed with monthly with the first pay-period of each month. The waiver of participation shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or otherwise provided in this Agreement. As a condition of waiving participation and receiving an insurance allowance, the employee must annually submit a letter to the Personnel Director certifying that the employee and the employee's dependents will be covered under a health insurance plan. Any insurance allowance paid will count towards final average compensation. Electing cash in lieu of benefits does not preclude the employee from obtaining dental and optical coverage from the Authority's designated provider at the Authority's expense.

In the event that a full-time employee's alternate health care plan ceases to cover the employee and his/her dependents, the employee must re-enroll in an Authority sponsored health care plan. The Authority will endeavor to re-enroll the employee and the employee's eligible dependents in an Authority sponsored health care plan subject to the procedures and time frame required by the appropriate health insurance carrier. Employees who are re-enrolled during a calendar year after having received the insurance allowance for the entire calendar year will be responsible for repaying the Authority a prorated amount of the insurance allowance that the employee received. If such employee fails to authorize a

payroll deduction by the Authority for this prorated amount, the employee's salary in the next calendar year shall be reduced by an amount equivalent to the prorated insurance allowance owed back to the Authority. Employees who are re-enrolled during the calendar year before having received the insurance allowance for the entire calendar year will receive a prorated allowance.

Retirees are not eligible to participate in the health insurance allowance program.

## ARTICLE 38 LIFE INSURANCE

- 38.1 All full-time employees are to be provided Forty Thousand (\$40,000.00) Dollars term life insurance. The Authority may, at its discretion, determine the insurance carrier.

## ARTICLE 39 PENSION

- 39.1 Members of the bargaining unit who were previously employed in a full-time capacity with the City of St. Clair Shores and participated in the employer's defined benefit pension system, shall continue to be eligible for coverage under that plan. Benefits to retirees from the bargaining unit shall be as set forth in said Plan, except and to the extent as modified below:

Members of the bargaining unit, who left the employ of the City of St. Clair Shores shall be subject to the terms of condition specified in the letter of understanding between the party's date January 31, 2011.

- 39.2 A defined contribution (DC) plan is established. The plan will provide for an Employer contribution of ten (10%) percent of the Employee's base wage and a required Employee contribution of five percent (5%) of base wage. Contributions shall begin with the first pay period of a new employee. The period of vesting for this benefit shall be eight (8) years of service beginning upon date of hire.
- 39.3 In the event the dispatch center enters into a consolidation with another center or disbands the PSAP/Dispatch operations, all current employees will be immediately vested.

## ARTICLE 40 HOLIDAYS

- 40.1 **Holidays Defined**  
The following calendar days shall be deemed holidays for the purpose of this agreement: New Year's Eve Day, New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.
- 40.2 **Holiday Pay**  
When Worked Employees who work on Christmas Eve, Christmas Day, New Year's Eve and/or New Year's Day shall be paid double time for each hour worked on the holiday.
- 40.3 **Rate of Holiday Accrual**

Full-time employees shall accrue Annual Holiday compensation of eight (8) hours pay for each holiday of the calendar year, shall be paid at the employee's current hourly pay rate in the last paycheck of the fiscal year. Holiday's will only accrue if the employee worked or is

on paid leave (Vacation, Holiday, and Compensatory). Calendar Holidays days during un-supplemented disability time will not be accounted for in the annual holiday compensation paycheck.

#### 40.4 Holiday Time Accrual

Each full-time dispatcher shall receive four (4) hours Holiday Time for each holiday, a current total of forty-eight (48) hours. This time will be in a separate bank with the first twenty-four (24) hours available from July 1 through December 31 and the second twenty-four hours available from January 1 through June 30. Use of this time will follow the restrictions of Article 20.1 and must be used in no less than two (2) hour increments. Any time not used by the end of each time period will be forfeited. Holiday time cannot be converted to money. Upon separation from the Authority, any unused time shall be forfeited. Holiday time will be pro-rated based on the holidays that have not yet occurred and that which is immediately available; it is not retroactive.

If any employee has a planned, prescheduled leave (benefit or medical) there will be no carry over if Holiday time/pay remains unused at the conclusion of the appropriate time period. If there is an unexpected accident, illness, or injury that occurs within three months prior to the end of the appropriate time period causing the employee to be off work for the last three months of the appropriate time period (April, May, June/Oct, Nov, Dec) carry over time will be allowed with pro-rated time available.

#### 40.5 Holiday Time in Lieu of Pay

One half (48 hours annually) of the defined Holidays in section 40.1 may be taken as accrued time with a signed and witnessed letter provided to the Director no later than 6/30 of the fiscal year or within two weeks of the finalized contract. Holidays as banked time will be accumulated as follows: The time will be added to the Holiday bank with the first twenty-four (24) Holiday Hours available on July 1 and the second twenty-four (24) Holiday Hours available on January 1. Use of this time will follow the restrictions of Article 20.1 and must be used in no less than two (2) hour increments. Any time not used by the end of each time allotment shall be forfeited. The employee may not reverse his or her decision on time vs. money after the year has begun. Dispatchers are not able to use Holiday time as time while in training. Upon successfully passing the training program, Holidays as time will be pro-rated based on the holidays that have not yet occurred and will be immediately available. Holidays are not retroactive. Any employee hired after July 1 of each year will only be allowed to take holiday pay as an option for that year.

### ARTICLE 41 CLOTHING ALLOWANCE

41.1 The Authority will place an order up to two times per year with the approved vendor for pre-approved SERESA Logo uniform clothing for up to \$150 per year to each full-time member of the bargaining unit. By the second pay period of July, each full-time member of the bargaining unit will receive \$100 cash clothing allowance to purchase pants, shoes, or other work related items not provided by the approved vendor.

41.2 New full-time members, at the successful completion of his/her probation, will be eligible to order SERESA Logo uniform clothing (as detailed in 41.1) with the approved vendor. Special arrangements may be made for clothing purchase if an order is not ready to be

placed within sixty (60) days. New full-time members will not be eligible for the cash disbursement until the July following his/her release from probation.

ARTICLE 42 WAGES

42.1 Effective first pay ending in July of each fiscal year:  
Full-Time / Part-Time Permanent Dispatcher:

<b>Fiscal Year</b>	<b>Start</b>	<b>1-Year</b>	<b>2-Year</b>	<b>4-Year</b>	<b>6-Year</b>
<b>Jul-19</b>	\$ 20.6200	\$ 21.8159	\$ 23.0376	\$ 24.3047	\$ 25.6702
<b>Jul-20</b>	\$ 21.0324	\$ 22.2522	\$ 23.4984	\$ 24.7908	\$ 26.1836
<b>Jul-21</b>	\$ 21.4531	\$ 22.6972	\$ 23.9683	\$ 25.2866	\$ 26.7073

Part-Time Permanent Call-Taker:

<u><b>Fiscal Year</b></u>	<u><b>Start</b></u>	<u><b>1 Year</b></u>	<u><b>2 Years</b></u>	<u><b>4 Years</b></u>	<u><b>6 Years</b></u>
<b>Jul-19</b>	\$ 16.4295	\$ 16.9376	\$ 17.4614	\$ 18.0014	\$ 18.9292
<b>Jul-20</b>	\$ 16.7581	\$ 17.2763	\$ 17.8106	\$ 18.3614	\$ 19.3078
<b>Jul-21</b>	\$ 17.0932	\$ 17.6219	\$ 18.1668	\$ 18.7286	\$ 19.6940

42.2 Hourly Rates:

For the purpose of wage calculations as shown on this page, hourly rate multiplied by 2080 hours equals the salary for full time, part-time hours may vary. Bi-weekly is the hourly rate multiplied by 80 hours.

ARTICLE 43 TERM OF CONTRACT

43.1 Duration

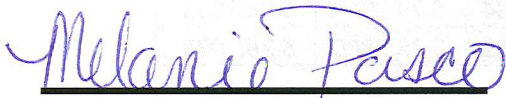
This Agreement shall be effective from July 1, 2019 and shall remain in force and effect to and including June 30, 2022.

43.2 Notification

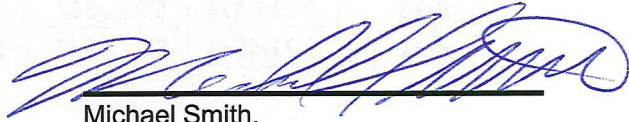
In the event either party wishes to terminate this Agreement they shall give written notice at least one hundred twenty (120) days prior to the termination date. In the event no notice is given, the contract shall continue on a year-to-year basis, unless termination is given one hundred twenty (120) days prior to any anniversary date. The termination date of this contract is June 30, 2022.

ARTICLE 44 SIGNATURE PAGE

**SERESA  
COMMUNICATIONS SERESA UNION/POAM**



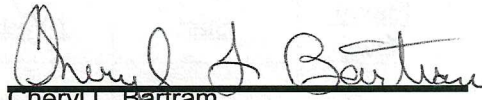
Melanie Pasco  
President



Michael Smith,  
Authority Board Chairman



Kevin Loftis  
POAM Business Agent



Cheryl L. Bartram  
Executive Director

Approved by Authority Board: 5-8-2019



**APPENDIX A**  
**SERESA SENIORITY LIST - July 1, 2019**

<b>Employee</b>	<b>Seniority</b>
Obodzinski, Melinda	3/6/2000
Jones, John	12/29/2010
Miller, Leonard	6/28/2011
Cichoski, Susan	9/1/2011
Jones, Stacy	4/9/2012
Reesman, Monica	4/15/2012
Pasco, Melanie	10/20/2012
Frederick, Sherry	6/18/2013
Cox, Bryan	6/24/2013
Wietecha, Lorryn	11/11/2013
Wagoner, Chelsea	12/27/2014
DeLisle, Scott	7/30/2015
Ross, Shannon	8/15/2016
Mowbray, Allison	2/3/2017
Schmelzer, Kathryn	2/6/2018
Trackwell, Caitlyn	4/17/2018
Obodzinski, Ashley	4/17/2018
Comparoni, Jaclyn	8/27/2018
Convery, Tabitha	8/27/2018

*APPENDIX B - Vacation Schedule July 1, 2019*

PLACEMENT ON VACATION SCHEDULE

<b>Employee</b>	<b>Step/Accrual – hours per month</b>	<b>Date Next Advancement</b>
Obodzinski, Melinda	15.5	At Top
Jones, John	11.5	12/29/2020
Miller, Leonard	11.5	06/28/2021
Cichoski, Susan	11.5	09/01/2021
Jones, Stacy	11.5	04/09/2022
Reesman, Monica	11.5	04/15/2022
Pasco, Melanie	11.5	10/20/2022
Frederick, Sherry	11.5	06/18/2023
Cox, Bryan	11.5	06/24/2023
Wietecha, Lorryn	11.5	11/11/2023
Wagoner, Chelsea	8.75	12/27/2019
DeLisle, Scott	8.75	07/30/2020
Ross, Shannon	8.75	08/15/2021
Mowbray, Allison	8.75	02/03/2022
Schmelzer, Kathryn	8.75	02/06/2023
Trackwell, Caitlyn	8.75	04/17/2023
Obodzinski, Ashley	8.75	04/17/2023
Comparoni, Jaclyn	8.75	08/27/2023
Convery, Tabitha	8.75	08/27/2023

# City of St. Clair Shores

27600 Jefferson Circle Drive St. Clair Shores, MI 48081-2093

[www.scsmi.net](http://www.scsmi.net)

Mayor  
Robert A. Filson  
Mayor-Pro-Tem  
Matthew S. Ahern  
City Manager  
Kenneth R. Podolski

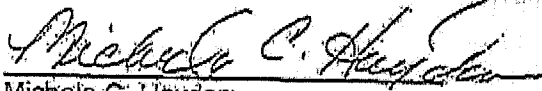


Council Members:  
Ronald J. Frederick  
Beverly A. McFadyen  
Mark J. Moffitt  
David J. Rubello  
Kip C. Walby

## Letter of Understanding Between the City of St. Clair Shores and the City of St. Clair Shores Emergency Dispatchers' Union, of the Police Officers' Association of Michigan Regarding the Defined Benefit Pension Program

As the result of the negotiations which resulted in the collective bargaining agreement (CBA) for the term of July 1, 2006 through June 30, 2010 the parties have agreed that neither party shall be permitted to attempt to change the defined benefit pension program in place as of February 2, 2009 for members of the bargaining unit as of that date for the remainder of their employment with the City of St. Clair Shores.

**ST. CLAIR SHORES  
EMERGENCY DISPATCHERS UNION/POAM**


  
Michele C. Hayden  
President

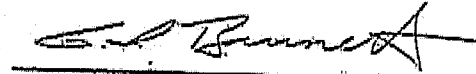
Secretary

Treasurer


  
Kevin Loftis  
POAM Business Agent

**CITY OF ST. CLAIR SHORES**

  
Kenneth R. Podolski  
City Manager

  
Charles R. Burnett  
Police Chief

  
Mary A. Katowski  
City Clerk

  
Michael E. Smith  
Human Resource Director


Letter of Understanding City of St. Clair Shores and City of Roseville  
Defined Benefit Pension Program


Letter of Understanding Between the Southeast Regional Emergency Services Authority (SERESA) and the Southeast Regional Emergency Services Authority (SERESA) Communications Union of the Police Officers' Association of Michigan Regarding the Defined Benefit Pension Program

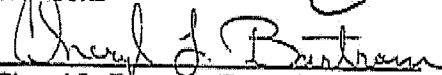
As the result of the negotiations which resulted in the collective bargaining agreement (CBA) for the term of January 1, 2011 through June 30, 2011 the parties have agreed that neither party shall be permitted to attempt to change the defined benefit pension program in place as of February 2, 2009 for members of the previous City of St. Clair Shores and City of Roseville bargaining units as of that date. The terms and conditions of the defined benefit pension program in place as employees of those two respective employers shall be maintained for the remainder of their employment with the Southeast Regional Emergency Services Authority (SERESA). The applicable language governing these two groups of employees is attached to this document. The entering into of this agreement shall not be interpreted to preclude SERESA from moving the employees out of the pension systems of those cities and into another system provided the calculation and payment of the benefit remains unchanged.


SOUTHEAST REGIONAL EMERGENCY  
SERVICES AUTHORITY

SERESA COMMUNICATIONS  
UNION/POAM

  
Benjamin M. Hughes, Chairman  
SERESA

  
Kevin Loftis, Business Agent  
POAM

  
Cheryl L. Bartram, Executive Director  
SERESA

  
Michele Hayden, President  
SERESA Communications Union

10-24-2011  
Date

For St. Clair Shores Employees hired prior to February 2009 the following language from the City of St. Clair Shores 2006 – 2010 CBA applies:

- 39.2 Members of the bargaining unit shall be permitted to retire at age fifty (50) with twenty-five (25) years or more of accredited service computed at two and one-half (2.5%) percent of final average compensation times years of service with a maximum benefit of seventy-five (75%) percent.
- 39.3 Members of the bargaining unit shall be permitted to retire at age fifty-five (55) with ten (10) or more years of accredited service and receive a pension at age sixty (60) computed at two and one-half (2.5%) percent of final average compensation times years of service with a maximum benefit of seventy-five (75%) percent.
- 39.4 Final average compensation shall be defined for pension computation purposes as the average of the sixty (60) highest continuous months' wages of the last one hundred twenty (120) months of service with the City.
- 39.5 Final average compensation shall include wages, shift differential, overtime, holiday pay, and health insurance opt-out.
- 39.6 The sixty (60) month continuous employment period shall be determined excluding any period of time in which sickness and accident benefits are received by the employee.
- 39.7 After ten (10) years of credited service with the Employer, an Employee may vest his/her retirement which shall then be received commencing at age sixty (60). The annual amount of pension shall be computed as a regular retirement based upon average final compensation and service time at the time of termination.
- 39.8 Employees who become disabled permanently and retire will receive a pension of two and one-quarter (2.25%) percent of final average compensation times years of credited service with a minimum benefit of twenty (20%) percent of final average compensation upon termination of worker's compensation benefits or age sixty (60), whichever comes first. At age sixty (60), additional service credit shall be granted and benefit recalculated pursuant to the St. Clair Shores General Employees' Pension Ordinance. Effective July 1, 1999, the above noted multiplier will be increased to represent a pension multiplier of





**Health Alliance Plan of Michigan**  
 Health Maintenance Organization (HMO) Plan  
 Summary of Benefits  
 HAP HMO 250 PLATINUM - HENRY FORD CHOICE

AA002898 / XR002204

Health Care Services	Coverage	Limitations*
<b>Benefit Period, Annual Deductible, and Annual Out-of-Pocket Maximum</b>		
Benefit Period:	Calendar Year	
Annual Deductible	\$250 Individual; \$500 Family	Deductible does not include copays or coinsurance. Deductible applies towards the Annual Out-of-Pocket Maximum.
Co-insurance (amount member pays)	0%	Coinsurance applies towards the Annual Out-of-Pocket Maximum.
Annual Out-of-Pocket Maximum	\$1,500 Individual; \$3,000 Family	These values do not accumulate. Premiums, balance-billed charges, and health care this plan doesn't cover. All other cost-sharing accumulates.
<b>Preventive Services:</b>		
Preventive Office Visit / Physical Exam	Covered	
Well Baby Office Visit	Covered	
Routine Hearing Exam	Covered	
Routine Eye Exam	Covered	One routine eye exam per benefit period at no cost share.
Immunizations	Covered	
Related Laboratory and Radiology Services	Covered	
Pap Smears and Mammograms	Covered	
<b>Outpatient &amp; Physician Services:</b>		
Telehealth	\$20 Copay	Online through HAP's contracted Telehealth Services Provider
Personal Care Physician Office Visit	\$30 Copay	
Specialty Physician Office Visit	\$50 Copay	
Gynecology Office Visit	\$50 Copay	
Audiology Office Visit	\$50 Copay	
Eye Exam Office Visit	\$50 Copay	
Allergy Treatment and Injections	Plan pays 100% after deductible	
Diagnostic Laboratory and Radiology Services	\$30 Copay per test	Some services require prior authorization
Dialysis	Plan pays 100% after deductible	
Chemotherapy	Plan pays 100% after deductible	
Radiation Therapy	Plan pays 100% after deductible	
Outpatient Surgery	Plan pays 100% after deductible	
Chiropractic Office Visit and Related Services	\$30 Copay	Chiropractic manipulation of the spine for subluxation only. 20 visits per benefit year. <b>Acupuncture Not Covered</b>
<b>Emergency/Urgent Care:</b>		
Emergency Room Services	\$200 Copay	Copay is waived if admitted
Urgent Care Facility Services	\$65 Copay	
Emergency Ambulance Services	\$100 Copay	Emergency transport only
<b>Inpatient Hospital Services:</b>		
Hospital Inpatient Stay in Semi-Private Room, Specialty Units as medically necessary. Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	Plan pays 100% after deductible	Admissions require HAP be notified within 48 hours of admission. Failure to notify HAP within 48 hours could result in a denial of charges. Unlimited days of care.
Bariatric Surgery & Related Services	Plan pays 100% after deductible	One procedure per lifetime
<b>Maternity Services:</b>		
Initial Prenatal Office Visit	Covered	Covered under Preventive Services
Subsequent Prenatal Office Visits	Covered	Covered under Preventive Services
Postnatal Office Visits	\$50 Copay	
Labor, Delivery and Newborn Care	Plan pays 100% after deductible	*Admissions must be notified to HAP within 48 hours
<b>Mental /Behavioral Health:</b>		
Inpatient Services	Plan pays 100% after deductible	*Admissions must be notified to HAP within 48 hours
Outpatient Services	\$30 Copay	Some services require prior authorization
<b>Substance Use Disorder:</b>		
Inpatient Services	Plan pays 100% after deductible	*Admissions must be notified to HAP within 48 hours
Outpatient Services	\$30 Copay	Some services require prior authorization
<b>Other Services:</b>		
Home Health Care	Plan pays 100% after deductible	Unlimited
Hospice Care	Plan pays 100% after deductible	None
Skilled Nursing Care	Plan pays 100% after deductible	Covered for authorized services up to 45 days per benefit year
Durable Medical Equipment; Prosthetics & Orthotics	Plan pays 100% after deductible	Coverage provided for approved equipment based on HAP's guidelines. Some services require prior authorization.
Hearing Aid Hardware	Not Covered	
Vision Hardware	Covered	Must meet HAP guidelines. Coverage for one pair of eye glasses each year. Detailed information regarding coverage of lenses and Collection Frames can be found in your policy or plan documents. Contact Lenses fitting is not covered. <b>Adult Vision Hardware Not Covered.</b>
Physical, Occupational, and Speech Therapy (PT/OT/ST)	Plan pays 100% after deductible	Physical Therapy and Occupational Therapy up to 30 combined visits per benefit period. Speech Therapy up to 30 visits per benefit period. Services may be rendered in the home.
Rehabilitation Services	Plan pays 100% after deductible	Physical Therapy and Occupational Therapy up to 30 combined visits per benefit period. Speech Therapy up to 30 visits per benefit period. Services may be rendered in the home.
Voluntary Sterilizations	Women: Covered Men: Plan pays 100% after deductible	Adult sterilization procedures are limited to vasectomy and tubal ligation whose sole intent is to prevent conception. <b>Women: Covered as Preventive Services</b>
Voluntary Termination of Pregnancy	Not Covered	
Infertility Services	Covered	Services for diagnosis, counseling and treatment of anatomical disorders causing infertility in accordance with HAP's benefit, referral, and practice policies. Does not include coverage of infertility drugs.
Assisted Reproductive Technologies	Not Covered	
<b>Pharmacy:</b>		
Preferred Generic / Non-Preferred Generic Preferred Brand / Non-Preferred Brand Preferred Specialty / Non-Preferred Specialty	\$8 copay / \$20 copay \$30 copay / \$80 copay 50% coinsurance / 50% coinsurance - Up to maximum of \$500 per prescription	Prior approval required for non-formulary drugs, brand name contraceptives at no cost sharing & brand name drugs that have a generic equivalent available (applies to all drug categories). Retail: 30 day supply at 1 copay. Mail Order: 90 day supply of eligible maintenance & non-maintenance drugs at 2 copays. <b>Specialty Drugs:</b> Up to a 30 day supply covered at specialty pharmacy only. Specialty drugs not available at 90 day or mail order.

Riders: E321, E337

Rev 1/30/2018

\* Hospital admissions require that HAP be notified within 48 hours of admission. Failure to notify HAP within 48 hours could result in a reduction of benefits, or nonpayment.

\* Students away at school are covered for acute illness and injury related services according to HAP criteria. Students away at school are not covered for routine physicals, non-emergency psychiatric care, elective surgeries, obstetrical care, sports medicine and vision care services while at school.

\* In cases of conflict between this summary and your HMO Subscriber Contract, the terms and conditions of the HMO Subscriber Contract govern.



**ALLIANCE HEALTH AND LIFE INSURANCE COMPANY  
PREFERRED PROVIDER ORGANIZATION (PPO)  
SCHEDULE OF BENEFITS - HAP PPO 1200 GOLD**

Rev 1/30/2018

This Summary of Benefits is designed to provide an overview of the Alliance PPO Plan and is subject to the terms and conditions of the actual policy. In cases of conflict between this summary and the policy, the terms and conditions of the policy govern. This program features a network of health care providers through which the Subscriber and Dependents can receive services at the In-Network level of benefits. Alliance PPO Subscribers and Dependents who do not seek services from a network provider, or who are not directed through a referral authorization by a network provider, will receive services at the lower Out-of-Network benefit level.

Benefit Period	IN-NETWORK		OUT-OF-NETWORK		LIMITATIONS
	Calendar Year	Calendar Year	Calendar Year	Calendar Year	
<b>HEALTH CARE SERVICES</b>					
Annual Deductibles	\$1,200 Individual \$2,400 Family	\$3,000 Individual \$6,000 Family			Deductibles do not include copays or coinsurance. Deductible applies towards the Annual Out-of-Pocket Maximum. In and Out-of-Network Deductibles accumulate separately.
Coinsurance Percentage	0%	50%			Coinsurance applies towards the Annual Out-of-Pocket Maximum.
Annual Out-of-Pocket Maximums	\$5,000 Individual \$10,000 Family	None			These values do not accumulate. Premiums, balance-billed charges, health care this plan doesn't cover. All other post-share accumulates. In and Out-of-Network Annual Out-of-Pocket Maximums accumulate separately.
<b>Preventive Services</b>	(No annual dollar limit)				
Preventive Office Visit	Covered	Not Covered			
Periodic Physical Exam Office Visit	Covered	Not Covered			
Well Baby Office Visit	Covered	Not Covered			
Immunizations	Covered	Not Covered			
Routine Eye and Hearing Exam Office Visit	Covered	Not Covered			One routine eye exam per benefit period at no cost share.
Related Lab Tests and X-Rays	Covered	Not Covered			
Pap Smears and Mammograms	Covered	Not Covered			
<b>Outpatient &amp; Physician Services</b>					
Telehealth					Online through HAP's contracted Telehealth Services Provider.
Personal Care Office Visit	\$20 copay	Not Covered			
Specialty Physician Office Visit	\$45 copay	Plan pays 50% after deductible			
Gynecology Office Visit	\$65 copay	Plan pays 50% after deductible			
Allergy Testing and Injections	\$85 copay	Plan pays 50% after deductible			
Other Injections	Covered after deductible	Plan pays 50% after deductible			
Diagnostic Labs Tests & X-Rays	\$45 copay per test	Plan pays 50% after deductible			*Some services require prior authorization. Failure to obtain prior authorization before services are received could result in a denial in charges.
Dialysis	Covered after deductible	Not Covered			
Chiropractic Visit & Related Services	\$30 copay	Plan pays 50% after deductible			Manipulation of the spine for subluxation only - 20 visits per benefit year
Outpatient Surgery & Related Svc	Covered after deductible	Plan pays 50% after deductible			*Some services require prior authorization
Radiation/Chemotherapy	Covered after deductible	Plan pays 50% after deductible			
Eye Exam Office Visit	\$85 copay	Plan pays 50% after deductible			
Audiology Office Visit	\$65 copay	Plan pays 50% after deductible			
<b>Emergency Services</b>					
Emergency Room Services		\$300 copay			Copay will be waived if admitted
Urgent Care Facility Services		\$65 copay			Emergency transport only
Emergency Ambulance Services		\$100 copay			Unlimited days of care.
<b>Inpatient Hospital Services</b>					
Bariatric Surgery and Related Services	Covered after deductible	Not Covered			**Admissions require Alliance be notified within 48 hours of admission. Failure to notify Alliance within 48 hours could result in a denial of charges.
Semi-Private Room	Covered after deductible	Plan pays 50% after deductible			One procedure per lifetime
Intensive, Cardiac and Other Specialty Care Units as medically necessary	Covered after deductible	Plan pays 50% after deductible			
Related Therapy Services	Covered after deductible	Plan pays 50% after deductible			
Surgery and Related Services	Covered after deductible	Plan pays 50% after deductible			*Some services require prior authorization
Related Lab Tests and X-Rays	Covered after deductible	Plan pays 50% after deductible			
Physician/Professional Services	Covered after deductible	Plan pays 50% after deductible			
<b>Riders</b>					E896, E922





**Health Alliance Plan of Michigan**  
 Health Maintenance Organization (HMO) Plan  
 Summary of Benefits  
 HAP HMO 2500 (HSA) SILVER

AA002924 / XR002246

Health Care Services	Coverage	Limitations*
<b>Benefit Period, Annual Deductible, and Annual Out-of-Pocket Maximum</b>		
Benefit Period:	Calendar Year	
Annual Deductible	\$ 2,500 Self-Only; \$5,000 Family If more than one person is covered under the plan, all family members must collectively meet the family coverage amounts.	Deductible does not include copays or coinsurance. Deductible applies towards the Annual Out-of-Pocket Maximum.
Co-insurance (amount member pays)	20%	Coinsurance applies towards the Annual Out-of-Pocket Maximum.
Annual Out-of-Pocket Maximum	\$5,000 Self-Only; \$10,000 Family-not to exceed \$5,000 from any one person	These values do not accumulate; Premiums, balance-billed charges, and health care this plan doesn't cover. All other cost-sharing accumulates.
<b>Preventive Services:</b>		
Preventive Office Visit / Physical Exam	Covered	
Well Baby Office Visit	Covered	
Routine Hearing Exam	Covered	
Routine Eye Exam	Covered	One routine eye exam per benefit period at no cost share.
Immunizations	Covered	
Related Laboratory and Radiology Services	Covered	
Pap Smears and Mammograms	Covered	
<b>Outpatient &amp; Physician Services:</b>		
Telehealth	Plan pays 80% after deductible	Online through HAP's contracted Telehealth Services Provider.
Personal Care Physician Office Visit	Plan pays 80% after deductible	
Specialty Physician Office Visit	Plan pays 80% after deductible	
Gynecology Office Visit	Plan pays 80% after deductible	
Audiology Office Visit	Plan pays 80% after deductible	
Eye Exam Office Visit	Plan pays 80% after deductible	
Allergy Treatment and Injections	Plan pays 80% after deductible	
Diagnostic Laboratory and Radiology Services	Plan pays 80% after deductible	Some services require prior authorization
Dialysis	Plan pays 80% after deductible	
Chemotherapy	Plan pays 80% after deductible	
Radiation Therapy	Plan pays 80% after deductible	
Outpatient Surgery	Plan pays 80% after deductible	
Chiropractic Office Visit and Related Services	Plan pays 80% after deductible	Chiropractic manipulation of the spine for subluxation only. 20 visits per benefit year. Acupuncture Not Covered
<b>Emergency/Urgent Care:</b>		
Emergency Room Services	Plan pays 80% after deductible	
Urgent Care Facility Services	Plan pays 80% after deductible	
Emergency Ambulance Services	Plan pays 80% after deductible	Emergency transport only
<b>Inpatient Hospital Services:</b>		
Hospital Inpatient Stay in Semi-Private Room, Specialty Units as medically necessary, Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	Plan pays 80% after deductible	Admissions require HAP be notified within 48 hours of admission. Failure to notify HAP within 48 hours could result in a denial of charges. Unlimited days of care.
Bariatric Surgery & Related Services	Plan pays 80% after deductible	One procedure per lifetime
<b>Maternity Services:</b>		
Initial Prenatal Office Visit	Covered	Covered under Preventive Services
Subsequent Prenatal Office Visits	Covered	Covered under Preventive Services
Postnatal Office Visits	Plan pays 80% after deductible	
Labor, Delivery and Newborn Care	Plan pays 80% after deductible	*Admissions must be notified to HAP within 48 hours
<b>Mental /Behavioral Health:</b>		
Inpatient Services	Plan pays 80% after deductible	*Admissions must be notified to HAP within 48 hours
Outpatient Services	Plan pays 80% after deductible	Some services require prior authorization
<b>Substance Use Disorder:</b>		
Inpatient Services	Plan pays 80% after deductible	*Admissions must be notified to HAP within 48 hours
Outpatient Services	Plan pays 80% after deductible	Some services require prior authorization
<b>Other Services:</b>		
Home Health Care	Plan pays 80% after deductible	Unlimited
Hospice Care	Plan pays 80% after deductible	None
Skilled Nursing Care	Plan pays 80% after deductible	Covered for authorized services up to 45 days per benefit year
Durable Medical Equipment; Prosthetics & Orthotics	Plan pays 80% after deductible	Coverage provided for approved equipment based on HAP's guidelines. Some services require prior authorization.
Hearing Aid Hardware	Not Covered	
Vision Hardware	Covered	Must meet HAP guidelines. Coverage for one pair of eye glasses each year. Detailed information regarding coverage of lenses and Collection Frames can be found in your policy or plan documents. Contact Lenses fitting is not covered. Adult Vision Hardware Not Covered.
Physical, Occupational, and Speech Therapy (PT/OT/ST)	Plan pays 80% after deductible	Physical Therapy and Occupational Therapy up to 30 combined visits per benefit period. Speech Therapy up to 30 visits per benefit period. Services may be rendered in the home.
Habilitation Services	Plan pays 80% after deductible	Physical Therapy and Occupational Therapy up to 30 combined visits per benefit period. Speech Therapy up to 30 visits per benefit period. Services may be rendered in the home.
Voluntary Sterilizations	Women: Covered Men: Plan pays 80% after deductible	Adult sterilization procedures are limited to vasectomy and tubal ligation whose sole intent is to prevent conception.
Voluntary Termination of Pregnancy	Not Covered	Women: Covered as Preventive Services
Infertility Services	Plan pays 80% after deductible	Services for diagnosis, counseling and treatment of anatomical disorders causing infertility in accordance with HAP's benefit, referral, and practice policies. Does not include coverage of infertility drugs.
Assisted Reproductive Technologies	Not Covered	
<b>Pharmacy:</b>		
Generic Drugs Preferred Brand Drugs Non-Preferred Drugs Specialty Drugs	Plan pays 80% after deductible	Generic, Preferred Brand, and Non Preferred Drugs: Prior approval required for non-formulary drugs, brand name contraceptives at no cost sharing & brand name drugs that have a generic equivalent available (applies to all drug categories). Retail: 30 day supply. Mail Order: 90 day supply of eligible maintenance & non-maintenance drugs. Specialty Drugs: Up to a 30 day supply covered at specialty pharmacy only.

Riders: E329, E339

\* Hospital admissions require that HAP be notified within 48 hours of admission. Failure to notify HAP within 48 hours could result in a reduction of benefits, or nonpayment.

\* Students away at school are covered for acute illness and injury related services according to HAP criteria. Students away at school are not covered for routine physicals, non-emergency psychiatric care, elective surgeries, obstetrical care, sports medicine and vision care services while at school.

\* In cases of conflict between this summary and your HMO Subscriber Contract, the terms and conditions of the HMO Subscriber Contract govern.

HEALTH CARE SERVICES	IN-NETWORK	OUT-OF-NETWORK	LIMITATIONS
<b>Maternity Services</b>			
Outpatient Prenatal Visits	Covered \$65 copay	Not Covered Plan pays 50% after deductible	Covered as Preventive Service. Not covered Out-of-Network.
Outpatient Postnatal Visits			
Labor, Delivery and Newborn Care	Covered after deductible	Plan pays 50% after deductible	**Some services require prior authorization
<b>Auxiliary Services</b>			
Home Health Care	Covered after deductible	Plan pays 50% after deductible	Does not include PT/OT/ST
Hospice Care	Covered after deductible	Plan pays 50% after deductible	None
Physical, Occupational and Speech Therapy	Covered after deductible	Plan pays 50% after deductible	Physical Therapy and Occupational Therapy up to 30 combined visits per benefit period. Speech Therapy up to 30 visits per benefit period. Services may be rendered in the home (Combined In-Network and Out-of-Network)
Habilitation Services	Covered after deductible	Plan pays 50% after deductible	Physical Therapy and Occupational Therapy up to 30 combined visits per benefit period. Speech Therapy up to 30 visits per benefit period. Services may be rendered in the home (Combined In-Network and Out-of-Network).
Durable Medical Equipment (DME)	Covered after deductible	Plan pays 50% after deductible	Coverage provided for approved equipment based on HAP's guidelines. Some services require prior authorization
Prosthetics and Orthotics	Covered after deductible	Plan pays 50% after deductible	Up to 45 days per benefit year (Combined In and Out-of-Network)
Skilled Nursing Facility	Covered after deductible	Plan pays 50% after deductible	Services can be directly accessed by calling Coordinated Behavioral Health Management at 1-800-444-5755
<b>Mental/Behavioral Health Services</b>			
Inpatient Services	Covered after deductible	Plan pays 50% after deductible	**Services require prior authorization
Outpatient Services	\$45 copay	Plan pays 50% after deductible	*Some services require prior authorization
Substance Use Disorder			Services can be directly accessed by calling Coordinated Behavioral Health Management at 1-800-444-5755
Inpatient Services	Covered after deductible	Plan pays 50% after deductible	**Services require prior authorization
Outpatient Services	\$45 copay	Plan pays 50% after deductible	*Some services require prior authorization
Transplant			*Some services require prior authorization
Organ Transplant and Related Services	Covered after deductible	Not Covered	
<b>Prescription Drugs</b>			
	\$10 copay Preferred Generic / \$25 copay Non-Preferred Generic \$40 copay Preferred Brand / \$80 copay Non-Preferred Brand 50% coinsurance for Preferred / Non-Preferred Specialty - Up to maximum of \$500 per prescription	Not Covered	Prior approval required for non-formulary drugs, brand name controlled substances at no cost sharing, & brand name drugs that have a generic equivalent available (applies to all drug categories). Retail 30 day supply at 1 copay. Mail Order: 90 day supply of eligible maintenance & non-maintenance drugs at 2 copays. Specialty Drugs: Up to a 30-day supply covered at specialty pharmacy only. Specialty drugs not available at 90 day or mail order.
<b>Voluntary Sterilization</b>	Women: Covered Men: Covered after deductible	Women: Not Covered Men: Plan pays 50% after deductible	Adult sterilization procedures are limited to vasectomy and tubal ligation whose sole intent is to prevent conception Women: Covered as Preventive Services
<b>Hearing Aid Hardware</b>	Not Covered	Not Covered	
<b>Vision Hardware</b>	Covered	Not Covered	Must meet Alliance guidelines. Coverage for one pair of eye glasses each year. Detailed information regarding coverage of lenses and Collection Frames can be found in your policy or plan documents. Contact Lenses fitting is not covered. Adult Vision Hardware Not Covered.
<b>Infertility Services</b>	Covered after deductible	Plan pays 50% after deductible	Services for diagnosis, counseling and treatment of anatomical disorders causing infertility in accordance with Alliance's benefit, referral and practice policies. Does not include coverage of infertility drugs.

## Summary of Benefits Dental Insurance - Dental Option 1

Employer Sponsored Dental				
Class Description	All Active Full Time EEs enrolled in high plan (30 Hours)		All Active Full Time EEs enrolled in low plan (30 Hours)	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Reimbursement	Negotiated Fee Schedule	R&C 90th Percentile	Negotiated Fee Schedule	Negotiated Fee Schedule – MAC
Type A – Preventive	100%	100%	100%	100%
Type B – Basic	90%	80%	80%	50%
Type C – Major	60%	50%	50%	25%
Calendar Year Deductible applies to:	B & C	B & C	B & C	B & C
▪ Individual	\$0	\$50	\$0	\$50
▪ Family	\$0	\$150	\$0	\$150
	Aggregate	Aggregate	Aggregate	Aggregate
Calendar Year Maximum (applies to A,B,C services)	\$1,500	\$1,000	\$1,000	\$750
Orthodontia	50%	50%	Not Covered	Not Covered
Orthodontia Lifetime Maximum	\$2,000	\$2,000	Not Covered	Not Covered

## Part 2: MetLife Dental and Vision

Dental Low Plan and Vision Plan provided by Employer.

Buy up for Dental High Plan rates are as follows per month:

Employee Only	Employee and Spouse	Employee and Child(ren)	Employee and Family
\$11.09	\$22.09	\$32.38	\$47.31