

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CAPITAL REGION AIRPORT AUTHORITY

-AND-

CAPITOL CITY LABOR PROGRAM (CCLP)

PUBLIC SAFETY & OPERATIONS UNIT

Effective July 1, 2024 to June 30, 2026

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PREFACE

The Capital Region Airport Authority and the Capitol City Labor Program (“CCLP”) recognize their moral and legal responsibilities under Federal, State, and Local laws relating to fair employment and affirmative action practices. The Airport Authority and the Union recognize the legal principles involved in the area of civil rights and have reaffirmed in this collective bargaining agreement their commitment not to discriminate because of race, creed, color, sex, national origin, age, marital status, handicap and political affiliation or beliefs as required by law.

AGREEMENT

This Agreement, effective this 1st day of July 2024, and terminating on the 30th day of June, 2026 by and between the **CAPITAL REGION AIRPORT AUTHORITY ACTING THROUGH THE AIRPORT AUTHORITY BOARD**, hereinafter referred to as either the “**Airport Authority**” or “**Employer**” and **CAPITOL CITY LABOR PROGRAM**, hereinafter referred to as the “**Union**.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 1 RECOGNITION OF THE UNION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of the State of Michigan of 1965, as amended, the Employer hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees covered by the bargaining unit.

Section 2. The bargaining unit consists of all regular full-time non-supervisory employees of the Public Safety and Operations Unit, trained in police and/or fire, and/or airport operations. All other employees of the Airport Authority are excluded from recognition in this bargaining unit, including sergeants.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.

Section 2. All rights, functions, powers, and Authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

Section 3. The Employer shall have the right to amend, supplement, or add to its rules and regulations during the term of this Agreement, provided however, the Employer shall notify the Union whenever possible of any such amendments, supplements, or additions at least fifteen (15) days in advance of their effective date, except in emergency situations. Such rules shall be reasonable and shall relate to the proper performance of employee's duties and shall not be applied in a discriminatory manner.

Section 4. Subject to applicable law and licensing requirements, the Employer may, at any time, assign employees to either police or fire responsibilities or airport operations, exclusively, or any combination of duties, and train them accordingly.

Section 5. Under an immediate emergency condition, as declared by the President & CEO, an employee may be assigned to perform work required to ensure the safety and security of the Airport and operations thereof, which the employee is qualified to perform.

ARTICLE 3 MANAGEMENT SECURITY

Section 1. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the Airport Authority.

ARTICLE 4 EMPLOYEE RIGHTS RELATIVE TO UNION MEMBERSHIP DUES

Section 1. Neither the Employer nor the Union will discriminate against any employee because the employee chooses to join the Union and become a Union member or chooses not to join the Union and not become a Union member. This Article applies to all employees in the bargaining unit, which is described in Recognition. The bargaining unit covered by this Agreement may include Act 312-eligible employees and non-Act 312 eligible employees.

Section 2. Bargaining unit membership and Union membership are distinct. An employee in the bargaining unit is always a bargaining unit member; an employee in the bargaining unit becomes a Union member only through choice. Joining the Union is not a condition of employment. Employees cannot and will not be terminated solely because the employee chooses not to join the Union and/or contribute financially to the Union. The Employer will give written notice to the

Union anytime an Employee chooses to become a Union member, pay a service fee, or become a non-member.

Section 3. Check-off.

1. For employees who voluntarily choose to join the Union, the Employer agrees to deduct from the regular monthly pay of each such employee who has an executed Check-off Authorization Form on file, the Union's dues for the following month subject to all of the following subsections.
2. The Union shall obtain of its members a completed Check-off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) made hereof.
3. The Union shall provide the Check-off Authorization Form.
4. All Check-off Authorization Forms shall be filed with the Employer's Administrative Office which may return any incomplete or incorrectly completed forms to the Union's Treasurer, and no check-off shall be made until such deficiency is corrected.
5. The Employer shall check-off only obligations which are due at the time of check-off and will make the check-off deduction only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
6. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's President & CEO, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.
7. The Union agrees to indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 5. Revocation. Employees who wish to revoke their Union membership and/or discontinue paying the dues described herein may do so at any time; however, the employee must do so by notifying the Employer and Union in writing (signed).

Section 6. Access to Premises. The Union shall be permitted to schedule meetings on the Employer's property so long as such meetings are not disruptive to the efficient operations of the Authority. The Union shall obtain prior approval for such meetings from Management. Approval shall not be unreasonably withheld or denied. The Employer further agrees that representatives of the Union shall be permitted lawful, reasonable, and necessary access to the premises of the Employer with advance notice to the appropriate Employer representative for the purposes of administration of this Agreement.

Section 7: Non-Discrimination. The Employer will not tolerate harassment or discrimination against any employee who chooses to become a Union member or chooses not to become a Union member. Any employee who believes he/she has been harassed or discriminated against in violation of this subsection should complain as set forth in the Employer's harassment/EEO policy. Any employee determined to have harassed and/or discriminated against a co-worker because that co-worker chose to become a Union member or chose to not become a Union member or chose to pay Union dues or chose to not pay Union dues, as set forth herein, will be subject to appropriate corrective/disciplinary action, up to and including termination “for cause.”

ARTICLE 5 UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than five (5) representatives. These representatives shall be composed of three (3) Union members, one of which may be on duty, and two (2) non-Airport Authority employee representatives. The Union shall furnish the Airport management with a list of the Union's bargaining committee at least fourteen (14) days prior to the first negotiation session and any subsequent changes as said changes are made.

Section 2. The on-duty bargaining team member shall leave a negotiation session if, due to an unforeseen problem, his/her presence is required elsewhere at the Airport.

ARTICLE 6 SENIORITY & PROBATIONARY PERIOD

Section 1. Definitions of Seniority. Seniority shall be defined as the following:

“Bargaining Unit Seniority” shall be the status obtained by an employee by the length of their continuous full-time service with the Authority within the bargaining unit since their last date of hire.

“Classification Seniority” shall mean the status obtained by an employee for the length of their continuous full-time service in the classification. Classification seniority begins when an employee enters a classification.

Section 2. Probationary Period. When a new employee is hired, he/she shall be a probationary employee for six (6) months of employment from the date of hire. During the probationary period, employees may be discharged or disciplined without recourse to the grievance procedure set forth herein and are employees at will. The Union may represent probationary employees with regard to rates of pay, wages, hours of employment and other conditions of employment which do not concern discipline or the termination of employment. Any absence from work of more than fifteen (15) workdays shall extend the probationary period for a like period of time.

Section 3. Return from Promotion. If an employee is promoted into a supervisory position the employee and/or the employer may return the promoted employee to their former position within ninety (90) days from the date of promotion with no loss of seniority.

ARTICLE 7 NEW CLASSIFICATIONS

Section 1. The Employer reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer will notify the Union prior to it becoming effective. In the event that the Union disagrees with the rates, it shall so notify the Employer in writing, within ten (10) calendar days after receipt of notice from the Employer. The Employer shall meet and discuss the same, if notified by the Union within that ten (10) calendar day period.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. “Grievance” is defined as an alleged violation of any term or condition of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and it shall set forth the facts pertaining to the alleged violation. Any grievance not conforming to this provision shall be denied as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. The Union President, or his/her representative, will be allowed time off from work, without loss of pay, to investigate a grievance which he/she is to discuss or has discussed with the Employer, if the matter to be investigated is of such a nature that it cannot be handled on off-duty hours. The privilege of the Union President, or his/her representative, to leave work during working hours will be devoted to the proper handling of grievances and shall not be abused.

Section 2. Any employee having a grievance shall present it to the appropriate personnel as follows (i.e., Operations Officer to Operations Manager and Public Safety Officer to Chief of Public Safety).

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) days after the grievant knew, or should have reasonably known, of the occurrence of the matter aggrieved, by discussing the matter with the Operations Manager and/or Chief of Public Safety, or by submitting the matter to an officer of the Union who may then discuss the matter with the Operations Manager and/or Chief of Public Safety within the aforementioned five (5) day period. Within three (3) days after discussing the grievance with either the employee or an officer of the Union, the Operations Manager and/or Chief of Public Safety shall give his/her verbal response to the grievance submitted.

Step 2. In the event that the grievant is not satisfied with the verbal response of the Operations Manager and/or Chief of Public Safety given at Step 1 or in the event the Operations Manager and/or Chief of Public Safety deems it appropriate, either party may request a special conference which shall be held within seven (7) working days after the

verbal response of the Operations Manager and/or Chief of Public Safety given at Step 1. The parties shall attempt to resolve the grievance. The persons who may be present at Step 2 are the grievant, the Union President, the Union business agent and/or the Union attorney, the President & CEO, the Operations Manager and/or Chief of Public Safety, a Human Resources representative and/or Legal Counsel for the Capital Region Airport Authority.

At least two (2) days before the meeting held at Step 2, an officer of the Union shall reduce the grievance to writing, as required in Section 1, and present it to the Human Resources Department and/or the President & CEO. In the event that the parties cannot arrive at a mutually satisfactory resolution of the grievance at the meeting or any recessed session, then Step 3 shall commence.

Step 3. If the grievance is not resolved at Step 2, an officer of the Union shall reduce the grievance to writing, as required in Section 1, and present it to the President & CEO with a demand for arbitration within five (5) working days after the meeting at Step 2. The matter shall be submitted to the American Arbitration Association for the selection of an arbitrator in accordance with American Arbitration Association procedures. Both parties to the dispute may be represented by counsel or anyone of their choosing and present evidence and witnesses relative to the grievance. The rules of the American Arbitration Association shall apply unless specifically modified herein.

Section 3. The Union representatives may meet, if on the Employer's property, at a place designated by the Employer, for at least one-half (1/2) hour immediately preceding the meeting for any step of the grievance procedure, provided a prior request has been made to the Human Resources Department or other appropriate management personnel.

Section 4. The failure of either party to follow the steps and time limits as allowed and outlined herein shall result in the following:

1. If the Employer does not respond to the grievance within the time limitations set forth in each step, the grievance shall be considered granted.
2. In the event the Union does not submit or appeal a grievance from one step to another within the time limits and manner required herein, the grievance shall be considered settled based upon the Employer's last answer.

Section 5. When reference to days is made, only weekdays, Monday through Friday, will be considered. Saturdays, Sundays, and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended in writing by mutual agreement of the parties.

ARTICLE 9 SPECIAL MEETINGS

Section 1. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. The discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties.

Section 2. The Union representative may meet, if on the Employer's property, at a place designated by the Employer, for a period not to exceed one half (1/2) hour immediately preceding a meeting for which a written request has been made.

Section 3. No more than four (4) representatives of either party may attend a special meeting. The respective parties shall have the sole Authority in selecting delegates to special meetings. However, in no event shall more than two (2) employees attend any given special meeting and only one (1) of which may be on duty. The on-duty employee attending a special meeting shall leave the meeting if, due to an unforeseen problem, his/her presence is required elsewhere at the Airport.

ARTICLE 10 DISCHARGE AND DISCIPLINE

Section 1. Just Cause. Discipline is primarily the responsibility of the Operations Manager and/or Chief of Public Safety. All discharge, demotion, suspension and/or discipline shall be for just cause for non-probationary employees.

Section 2. Progressive Discipline. The Employer agrees that it will generally follow the principles of corrective and progressive discipline. Disciplinary action shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct provided, however, progressive discipline may not be appropriate for major infractions.

Section 3. Notice. Employees shall be notified in writing by the Chief of Public Safety, Operations Manager, Human Resources Department, or designee within ten (10) days from when the employer becomes aware of an occurrence which may result in discipline. Notification to employees shall cite the specific offense and/or appropriate policy and procedure, law, or ordinance which the Employee is alleged to have violated. A copy of the notice shall be furnished to the Employee against whom any complaint is brought, and to the Union Representative.

Section 4. Internal Investigations. Internal investigations shall be conducted by Authority supervisory personnel or, at the discretion of the Chief of Public Safety, an outside law enforcement

agency. All discipline shall be concluded within thirty (30) calendar days of the date on which the incident first became known to the Employer unless the Employer sends, in writing, a notice of extension for an additional period not to exceed thirty (30) days from the date of the notice. This time period will be extended for the duration of any ongoing criminal investigation into the subject matter of discipline. All recommendations and/or conclusions regarding internal investigations and discipline of bargaining unit employees shall be approved by the Chief of Public Safety.

Section 5. Pre-Investigatory Interview Disclosure. Employees covered hereunder shall be fairly and accurately apprised of the allegations and known basic facts of any incident prior to questioning as part of any internal investigation. Employees shall be informed, to the extent known at the time, whether the investigation is focused on the employee for potential charges (either disciplinary or criminal) or if the Employee is to be interviewed as a witness.

Section 5.1. Compulsory Statements. In the event the Employer seeks to obtain a verbal or written statement from an Employee concerning potentially criminal behavior or conduct, the Employee shall be notified of his/her Garrity Rights (statements obtained under threat of discipline up to and including discharge cannot be used against the Employee in subsequent criminal proceedings).

Section 6. Representation. Any employee questioned during or part of any type of hearing, investigation, interview, and/or questioning where the employee reasonably believes disciplinary action may result shall, upon request, be permitted Union representation. If a representative is not immediately available, the Authority shall grant the employee a reasonable amount of time to obtain Union representation prior to questioning.

Section 7. Prior Discipline. In imposing discipline, the Employer shall not consider any occurrence which occurred more than two (2) years previously that did not result in suspension without pay or termination.

Section 8. Suspension. Suspension may take the form of suspension from all duties without pay, at the Chief of Public Safety or Operations Manager sole discretion. In the event an Employee is exonerated of criminal charges causing suspension, or in the event that he/she is exonerated through the grievance procedure, he/she shall be reinstated and compensated for all back wages and benefits lost due to the suspension. The Authority shall make available to any employee notified of a suspension, space on the Employer's premises to permit the Employee to consult with Union representation or legal counsel.

Section 9. Administrative Leave. The Authority shall have the right to place any Employee on paid administrative leave for a period not to exceed ninety (90) days while conducting an investigation into any matter pertaining to alleged Employee misconduct or for the duration of any ongoing criminal investigation and prosecutorial review. During such period, the Employee shall remain on the payroll. Administrative leave shall not be deemed to be deemed punishment.

Section 10. Use of Force. If, in the performance of his/her duties, any Employee uses force which results in the death or serious bodily injury of any individual, that Employee may, on said Employee's request, or request of the Chief of Public Safety, be inactivated for a period of three (3) days, except during periods of emergency. In such circumstances, the employee shall not be required to make a written statement for seventy-two (72) hours after the incident. The employee may be required to make brief verbal public safety statements to his/her supervisor for the purposes of securing evidence, coordinating emergency medical attention, identifying witnesses, apprehending suspects, and/or addressing other exigent circumstances.

Section 11. Use of AI. The Employer shall not use any artificial intelligence tool, software, model, algorithm, or predictive technology to determine discipline.

Section 12. Release of Confidential Information. The Employer or its employees may not release, publish, disclose, or divulge, except where expressly compelled by law, the details of, or record(s) related to, any complaint determined to be unfounded or unsubstantiated. Should the Employer, either in its discretion or by law, release information related to discipline issued to an employee, photographs or videos containing the employee's image or likeness, or issue any public statement or press release regarding an employee's on-duty conduct, shall first notify the affected employee(s) prior to the release of the information.

Section 13. Body Worn Cameras. Employees covered hereunder who are required by the Employer to wear or utilize a body-worn camera or similar audio/video recording device, shall be permitted to review, with or without union representation present, all video footage or audio recordings captured by the employee and/or any other present employee's body-worn camera prior to:

- a. Writing a report.
- b. Making a verbal or written statement about an incident for which an employee is required to participate in an internal investigation.
- c. Being interviewed, either by the Employer or outside investigating agency, about an incident for which an employee may be subject to discipline.
- d. Testifying at an administrative, grand jury, or court hearing or proceeding.

The Authority shall provide the Union copies of all requested video footage relevant to discipline within seven (7) business days of a written request submitted to the Chief of Public Safety.

ARTICLE 11 LAYOFF AND RECALL

Section 1. Lay-off shall mean the separation of employees from the active work force.

If the Employer determines that a lay-off will occur, the Employer shall give twenty (20) days written notice to the Union of the lay-off and shall meet with the Union upon written request of the Union to discuss alternatives to lay-off. Notwithstanding the above, the Employer, within its discretion, reserves the right to lay-off employees.

Section 2. Order of Layoffs.

1. No permanent or probationary employee shall be laid off from his/her position while any seasonal, temporary, provisional, part-time or any other uncertified employees are serving in the same Classification.
2. Except as provided below, the layoff of probationary or permanent employees shall be in inverse order of Classification seniority, provided however, that more senior employees have the immediate skills, ability, qualifications, and certifications as determined by the employer.
3. Any employee to be laid off in a particular classification under this section shall, if their Bargaining Unit seniority justifies, and they so elect, prior to the effective date of layoff, and if they are capable of performing the job of a classification not subject to layoff, have the right to bump an employee with less Bargaining Unit seniority in a similar classification within the bargaining unit. An employee bumped under this procedure shall be treated the same as if they were originally placed on layoff.

If an employee is promoted into a supervisory position, that employee loses all seniority associated with their former position after the ninety (90) day period.

Section 3. Employees to be laid off shall be given at least twenty (20) calendar days prior notice.

Section 4. An employee who is laid off will have his/her name remain on a list for a period of time equal to his/her Bargaining Unit seniority at the time of his/her layoff or two (2) years, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions before any other employee selected for employment or promotion in those classes.

Section 5. Recall from Layoff.

1. The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position.
2. An employee shall have recall rights to a position where he/she has the immediate skills, ability, qualifications, and certifications to perform the job duties.
3. Employees to be recalled from layoff shall be given a minimum of ten (10) days to respond after notice has been sent by certified mail to their last known address.
4. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed shall be presumed to have signed and their names shall be removed from the seniority and preferred eligible lists.

ARTICLE 12 LOSS OF SENIORITY

Section 1. An employee shall lose his/her status as an employee and his/her seniority if:

1. He/she resigns or quits.
2. He/she is discharged or terminated and not reinstated.
3. He/she retires.
4. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
5. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify the Employer is due to circumstances beyond the control of the employee; or
6. He/she is employed in a position which is funded by either a State or Federal grant and the position is eliminated due to the termination and/or lack of funds to continue said position. That employee may use his/her seniority for the bumping procedure provided under the contract unless prohibited by the grant.
7. He/she is convicted of or pleads guilty or no contest to a felony. Conviction of or pleading guilty to a misdemeanor may result in termination of employment.
8. He/she intentionally falsifies his/her employment application and/or another employer document.
9. If an employee is promoted into a supervisory position, the employee loses all seniority associated with their former position after the ninety (90) day period.

Section 2. For layoffs, recall and shift bidding only, said employee shall not lose seniority while on worker's compensation, but he/she shall stop accruing said seniority after eighteen (18) months from the date of injury. Fringe benefits shall not continue while an employee is off of work on worker's compensation such as, but not limited to, vacation, sick leave, holidays, retirement, personal leave, premium bonus, with the only exceptions being the continuation of the fringe benefits of life insurance and health insurance for six (6) months while on worker's compensation from the date of injury with the employee paying his/her contribution. If an employee makes a final worker's compensation settlement, this section shall not apply.

ARTICLE 13 VACATION LEAVE

Section 1. Every continuing full-time employee shall accrue four (4) hours of vacation time per pay period.

Section 2. All employees who have completed five (5) years of currently continuous service shall earn additional annual leave with pay according to length of total service including military leave as follows:

For five (5) or more, but less than ten (10) years, 4.7 hours per pay period

For ten (10) or more, but less than fifteen (15) years, 5.3 hours per pay period

For fifteen (15) or more, but less than twenty (20) years, 5.9 hours per pay period

For twenty (20) or more years, 6.5 hours per pay period.

Employee shall receive 1/26th of the above additional leave credited with each pay period.

Section 3. No annual leave shall be authorized, accumulated, or credited in excess of thirty (30) days (240 hours) without prior written approval of the President & CEO or his/her designee. In no event shall annual leave accumulations exceed two hundred eighty (280) hours. Written notice shall be given to each employee of his/her accrued vacation credits on his/her payroll check.

Section 4. When an employee who has completed at least thirteen (13) bi-weekly pay periods is separated from the Authority, he/she shall be paid at his/her current rate of pay for his/her unused credited vacation leave, but in no case in excess of thirty (30) days (240 hours).

Section 5. Vacation leave shall not be allowed in advance of being earned. If an employee has insufficient annual leave credits to cover a period of absence, no allowance for annual leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

Section 6. An employee may utilize annual vacation only with the prior approval of the Operations Manager and/or Chief of Public Safety.

Section 7. An employee's vacation pay will be based on his/her regular wage rate.

Section 8. An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other leaves of absence will be considered in an employee's service record in determining vacation allowance except as otherwise provided. Vacation allowance shall not be earned when an employee is on an unpaid leave of absence.

Section 9. Vacation leave is granted within the discretion of the Operations Manager and/or Chief of Public Safety at such times as it least interferes with the efficient operation of the Department. Vacation requests may be submitted twice per year in conjunction with the schedule bid beginning on a request date posted in advance. Vacation requests will be granted on a first come, first serve basis within divisions. All requests received on the request date will be considered as submitted concurrently. For concurrent requests, seniority will be the determining factor if available vacation time is limited.

Vacation requests submitted at other times throughout the year may be granted as staffing permits as determined by the Operations Manager and/or Chief of Public Safety.

Section 10. The Operations Manager and/or Chief of Public Safety may, at his or her discretion, grant vacation or personal time to an employee for a special or unforeseen circumstance in exception to the above procedure.

Section 11. Once an employee has reached the maximum vacation accumulation permissible hereunder, and that employee's request for vacation is denied, provided the vacation request was submitted at least thirty (30) days in advance of the requested dates then, under those circumstances, the maximum accumulation permissible shall be waived or, upon the employee's request, the employee shall be paid for vacation hours exceeding the maximum.

Section 12. Annual Cashing In Vacation Time

The Authority will allow Employees to convert up to eighty (80) hours of vacation time at their base rate of pay any time during the year. The Employee must make the request on the appropriate form to the Operations Manager and/or Chief of Public Safety or his/her designee no later than two weeks prior the requested payout date and the Employer will add the hours on the requested date. The employee must have the accumulated vacation time accrued and no negative balance will be allowed. The purpose of vacation time is for the employee to enjoy work life balance by taking using vacation time. The employee must also take at least two (2) weeks off during the calendar year.

This vacation cash in will not be included in the calculation for final average compensation.

ARTICLE 14 PERSONAL LEAVE

Section 1. Thirty-nine (39) hours of personal leave shall be credited each year during the first full pay period of the year except that no more than thirty-nine (39) hours shall be credited in any calendar year. Personal leave shall be utilized and charged in increments of not less than fifteen (15) minutes. The excessive use of personal time at the beginning of a shift will be monitored. The purpose of personal time is not to cover for tardiness. Employees shall obtain the approval of the Operations Manager and/or Chief of Public Safety prior to being absent for all, or any part, of a personal leave day. Unused personal leave shall not be carried over from year to year. Thirty-nine (39) of personal leave shall be credited to each full-time employee upon entering into employment

and shall be immediately available, upon approval of the Operations Manager and/or Chief of Public Safety.

Section 2. Earned personal leave which has not been used by January 1 of any year shall be paid within thirty- one (31) days at the employee's hourly rate as of December 31 of the year personal leave was earned.

ARTICLE 15 HOURS OF WORK

Section 1. Employees covered hereby are required to be on duty a minimum of eighty (80) hours every fourteen (14) day period as follows:

1. A minimum of eight (8) hours per day up to twenty-four (24) hours, as determined by the Employer.
2. Each employee shall have one three (3) consecutive day off period per month, more frequently if possible. Any change in the definition of a workday as set forth above shall be subject to negotiations between the parties.

The workday as defined above shall include paid breaks for employees, which shall be taken on the Employer's premises. Employees covered hereunder shall be entitled to a fifteen (15) rest period with pay for every six (6) hours he/she works. In addition, the Employer shall provide employees assigned to work eight (8) or more hours with a paid one-half (1/2) hour meal break. The Union and Employer acknowledge that rest/meal periods shall not relieve employees of their duty to respond to situations as may occasionally occur during an employee's break.

Section 2. For Operations Officers, selection of shifts shall be on a strict Classification seniority bid; and shall take place during February and August of each year, with implementation in May and November of each year. For Public Safety Officers, Police Officers, and Firefighters, selection of shifts shall be on a strict Bargaining Unit seniority bid; and shall take place during April and October of each year, with implementation in July and January of each year. The Chief of Public Safety may establish Public Safety Officer, Police Officer, and Firefighter specific shifts to ensure appropriate law enforcement and Aircraft Rescue Firefighting (ARFF) coverage and in doing so will consult the Union. No two Officers with the same special assignment (*e.g.*, Firearms Instructor, K-9, *etc.*) may bid the same shift without permission from the Operations Manager and/or Chief of Public Safety. Officers shall be ready to bid when the shift selection reaches their turn. The Operations Manager and/or Chief of Public Safety may alter schedules and shifts for the purpose of assigning officers to special assignments.

Section 3. The Employer shall post a work schedule fourteen (14) days prior to its effective date. The Employer reserves the right to make any necessary changes to a posted schedule due to an employee's illness, employee's absence from work, emergency situation, or for any other unforeseen circumstance. In the event a change in the posted schedule is made less than twelve (12) days from the effective date, absent an emergency situation, unless such change is mutually

agreed to by the Authority and the employee(s) involved, employees affected shall receive time and one-half (1-1/2) for all hours worked on the affected dates.

Section 4. Any time worked in excess of the regularly scheduled workday or bi-weekly work week shall be considered overtime. Employees shall be compensated by payment at the rate of time and one-half (1-1/2) the employee's straight time rate for all overtime hours worked. All overtime shall require prior approval by either the Operations Manager and/or Chief of Public Safety.

Section 5. When an off-duty officer is required to spend time in Court, for a duty-related matter, he/she shall receive a minimum of two (2) hours' pay at time and one-half (1-1/2) his regular base rate of pay. Any/all additional time spent in court beyond two (2) hours shall be paid at time and one-half (1-1/2) the regular base rate of pay.

Officers shall turn over to the Employer any/all witness and/or mileage fees paid by the Court. The mileage fee shall only be turned over to the Employer if an Employer vehicle is used to go to Court.

Any lunch period in which the officer is not required to remain in Court shall not be considered time spent in Court.

Section 6. The Employer can hold over employee(s) when a vacant shift needs to be filled. The Employer reserves its management rights in the event of employee violation of this Article.

Section 7. Call-Back. Off-duty employees who report to work at any time not in conjunction with their regularly scheduled shift shall be compensated not less than two (2) hours at time and one-half (1-1/2) their regular straight-time rate of pay.

Section 8. On Call. When an off-duty employee is directed to be in an on-call status by their supervisor they shall be compensated two (2) hours of pay at his/her straight-time rate of pay for each and every assigned on-call period of up to twelve (12) hours. When an off-duty employee is directed to be in an on-call status by their supervisor during any period including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve they shall receive an additional two (2) hours of pay at his/her straight-time rate of pay for each and every assigned on-call period of up to twelve (12) hours. This provision is not intended to restrict employees' physical movement or use of their off-duty time; however, employees who are called into work while in an on-call status shall be compensated as provided for by this Agreement.

ARTICLE 16 HOLIDAYS

Section 1. The following are the approved holidays: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve, and Christmas Day. The holiday begins at 00:01 A.M. and ends at 11:59 P.M.

Section 2. Employees will be paid eight (8) hours of holiday pay at straight time rates for each of the above approved holidays, in addition to any other pay for the pay period in which the holiday falls.

Section 3. All employees who work on the holiday as part of their scheduled eighty (80) hour pay period shall be paid at a rate of time-and-one-half (1-1/2) for hours worked on the actual holiday as defined in Section 1.

Section 4. Employees who are ordered to work on a holiday, on an overtime basis, will be paid at a rate of double their normal pay rate for all hours worked. Employees who volunteer to work on a holiday, on an overtime basis, will be paid at a rate of time-and-one-half (1-1/2) for all hours worked.

Section 5. Employees whose shifts are not required on holidays may request the day off. This request may be granted at the discretion of the Operations Manager and/or Chief of Public Safety, in which case the holiday pay shall be considered part of their normal eighty (80) hour pay period. Vacation and/or personal time may be requested to cover scheduled hours on a holiday beyond the first eight (8) hours.

Section 6. Employees who call in sick on a holiday will not be charged sick time for the first eight (8) hours of the shift and will utilize holiday pay for those hours as part of their normal eighty (80) hour pay period. Any hours beyond the first eight (8) for which an employee is sick on a holiday will be charged to sick time. Notwithstanding any contract provision, the employer reserves the right to require verification of illness. Use of holiday pay is subject to Section 8 requirements.

Section 7. Employee's normal schedules will not be changed on Thanksgiving Day, Christmas Eve Day, or Christmas Day for the purpose of granting time off to other employees without the affected employee's permission.

Section 8. Employees must work their scheduled day before and their scheduled day after a holiday to be eligible for holiday pay unless excused by the Operations Manager and/or Chief of Public Safety.

ARTICLE 17 JURY DUTY

Section 1. Employees who are called to serve on jury duty during scheduled working hours will be compensated-his/her regular hourly rate for the working hours spent serving on jury duty. Upon completion of jury duty, the employee will be required to sign over the check received from the court for jury duty service, excluding mileage. An employee called to serve on jury duty during scheduled working hours shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one (1) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

An employee who works on other than the day shift who serves on jury duty shall have eight (8) hours off after serving on jury duty at the start of his/her shift or eight (8) hours off from work before the start of jury duty.

ARTICLE 18 SICK LEAVE

Section 1. Each full-time employee shall earn paid sick leave at the rate of four (4) hours for every Employer-compensated eighty (80) hour pay period with a maximum accrued balance of four hundred (400) sick hours. Employees on short-term disability, long-term disability, and/or unpaid leaves of absence shall not be eligible to accrue sick leave credits.

Section 2. Sick leave may be utilized by an employee in the event of his/her illness or injury, or exposure to contagious disease(s) endangering others, or when his/her spouse, parents and/or dependent children are ill or injured and require the employee's assistance and care.

Section 3. Sick leave may be utilized by an employee for appointments with doctors, dentists, or other recognized practitioners to the extent of time required to complete such appointments when it is not possible to arrange such appointments on non-duty hours. Under such circumstances, the employee shall make a request for sick leave use at least forty-eight (48) hours in advance, unless the situation does not permit.

Section 4. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, the period of absence will be unpaid.

Section 5. In case of work-incapacitating injury or illness for which an employee is receiving Michigan Workers' Compensation benefits, such employee may use sick leave which, with his or her Workers' Compensation benefits, equals up to 100% of his/her regular salary or wage. The sick leave used will be deducted from the employee's earned sick leave balance.

Section 6. The accrual of sick time is accessible to all CRAA employees via the Employee Self-service Portal.

Section 7. An employee who separates from CRAA employment with vested retirement benefits, whether or not the vested retirement benefits are then payable, shall be paid fifty (50%) percent of his/her unused sick leave. Such payment shall be made at the employee's current rate of pay.

Section 8. In case of the death of an employee, payment of one hundred (100%) percent of his/her unused sick leave shall be made to his/her beneficiary or estate. Such payment shall be made at his/her last rate of pay.

Section 9. All sick leave used by the employee shall be subject to verification with appropriate evidence as the President & CEO may require. Such evidence could, among other things, include

a doctor's verification. Falsification of such evidence shall be cause for disciplinary action, up to and including discharge.

Section 10. Employees who are laid off for six (6) months shall either have available any unused sick leave previously earned, effective at the time they are recalled, or, if qualified as set forth in Paragraph 8, may receive payment of fifty (50%) percent of his/her sick leave benefit.

Section 11. Employees who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Employer, have available any unused sick leave previously earned, provided that such re-employment takes place within ninety (90) days after discharge or release from active duty of the Armed Forces.

Section 12. All payments for sick leave shall be made at the employee's current rate of pay.

Section 13. Humanitarian Clause. Should an employee covered by this Agreement, become physically or mentally handicapped to the extent that he/she cannot perform his/her regular job, the Authority will make a reasonable effort to place the employee in a vacant position that he/she is physically, mentally, and qualified to perform, whether in the bargaining unit or not.

Section 14. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday except as provided in Article 16. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave except as provided in Article 16.

Section 15. Upon resignation or dismissal from employment, all sick leave credits shall be cancelled and shall not be reinstated or paid for except that in the event an employee who is dismissed and who is subsequently reinstated pursuant to the grievance procedure, sick leave credits will be reinstated.

Section 16. While the Employer is concerned about patient privacy, there is a need to be informed of situations where employees are taking medications that could affect the operation safety or efficiency of the employee, or other employees. Accordingly, the employee will take the following steps when his/her doctor prescribes prescription medication:

1. The employee shall advise his/her doctor of his/her job duties and requirements and ask the doctor to determine if the medication will impair his/her ability to perform the job duties in a safe and efficient manner.
2. If the employee's doctor advises that the medication may impair or limit the employee's ability to perform his/her job duties, the employee shall request a note from the doctor listing the extent of the impairment or limitations.
4. The employee shall provide a copy of his/her doctor's note to the Operations Manager and/or Chief of Public Safety prior to his/her next scheduled shift, or in the absence of

such a note, shall advise the Operations Manager and/or Chief of Public Safety or any impairment or limitations.

Section 17. Drug & Alcohol Testing. An employee on-duty or reporting for duty may only be required to submit to a test for the presence of drugs or alcohol (blood, urine, or breath) at the order of a supervisor where there exists reasonable suspicion the employee has been using, or is under the influence of, intoxicating liquors, drugs, or other controlled substances where use is prohibited by law or policy. Reasonable suspicion as used herein means a belief, drawn from specific, objective and observable facts, and/or reasonable inferences drawn from those facts, that an employee has been using, or is under the influence of, drugs or alcohol in violation of Authority policy.

- A. In the event it is requested an employee submit to a reasonable suspicion test for the presence of drugs or alcohol, the employee shall be permitted to confer with union representation (by telephone if such representation is not present) prior to testing, provided it does not unreasonably delay the test.
- B. An employee may refuse to submit to a reasonable suspicion test, but the employee shall be appraised, and hereby agrees, that such refusal constitutes grounds for discipline equivalent to that which would be imposed for a positive test result.
- C. Reasonable suspicion tests for alcohol will be administered by the current occupational health provider.
- D. Upon completion of any test, the supervisor asserting reasonable suspicion as defined by this Section shall immediately write a detailed written report of the circumstances, his/her observations, justifications, and/or all other relevant facts relied upon in establishing reasonable suspicion. In the event a supervisor performs the test, the report shall also include the test results.
- E. The Employer shall not be required to have reasonable suspicion to require an employee submit to a test for the presence of drugs or alcohol immediately following the employee's:
 - (1) Involvement in a motor vehicle accident (regardless of fault or injury) while on-duty and operating an Authority owned vehicle.
 - (2) Discharging of a firearm during the course of his or her duties.

- F. In unusual circumstances, the requirement of reasonable suspicion justification may be waived specific to individual employees where there exist circumstances necessitating such a suspension (*e.g.*, as part of a treatment program, a condition of discipline, *etc.*).

Section 18. Light/Restricted Duty. Employees who are injured while on duty may request restricted duty. Employees on restricted duty will be assigned to a position that is reasonably accommodating to the employee's specific restriction(s) and for which they are otherwise able and trained to perform. Requests for restricted duty shall not be unreasonably denied.

- A. Requests for restricted duty assignments must be accompanied by an attestation from the employee's immediate supervisor that the employee reported the injury when (or as soon thereafter as practicable) it occurred as well as a physician's determination describing the employee's injury/medical condition, and the reason(s) why restricted duty is necessary for the requested duration.
- B. The Employer shall honor all scheduled vacation time and time off requests approved prior to the start of a restricted duty assignment for any employee on restricted duty or any employee transferred, as permitted by this Article, as a result of a request for restricted duty.
- C. Assignment to restricted duty shall not affect seniority, classification, wages or pay increases, promotions, transfers, retirement, or other special assignment status.

ARTICLE 19 FUNERAL LEAVE

Section 1. If a death occurs among a member of an employee's immediate family (*i.e.*, spouse, child(step/foster), parent (in law), the employee will be excused from work and paid to attend the funeral and make other necessary arrangements for up to five (5) days.

Section 2. In the event of the death of any employee's brother/sister (in law/step), grandfather/grandmother (in law/step) or grandchild, the employee will be excused from work and paid to attend the funeral and make other necessary arrangements for up to two (2) days.

Section 3. If a death occurs among any other member of an employee's family (*i.e.*, aunt, uncle, cousin, *etc.*), the employee will be excused for the day (1) of the funeral.

Section 4. The employee must use available sick, vacation, or personal time for any additional time.

ARTICLE 20 COMPENSATORY TIME

Section 1. Employees covered by this Agreement, may choose to exchange overtime hours earned for compensatory time at a rate of one and one-half (1-1/2), under the following conditions:

1. Sixty (60) hour maximum accrual per year.
2. Any usage or partial usage of accumulated compensatory time will be charged against the maximum sixty (60) hours
3. Accumulated compensatory time will be paid off in the first pay period of December of each year at the employee's current hourly rate of pay.
4. Accumulated compensatory time off will be paid off upon severance of employment or retirement at the employee's current hourly rate of pay.
5. In order to receive the compensatory time, the arrangement must be designated on the employee's timecard for the pay period.
6. The usage of compensatory time shall not create overtime unless approved by the Operations Manager and/or Chief of Public Safety.
7. Employees will be granted compensatory time in accordance with a first come, first serve basis. If determination cannot be made which request was first, compensatory time will be granted on a seniority basis, all of which is subject to the Operations Manager and/or Chief of Public Safety approval.

ARTICLE 21 MILITARY LEAVE

Section 1. Any employee occupying a full-time position with the Authority who enters military service in the Armed Forces of the United States, under the provisions of the Selective Service Laws by call to duty or by voluntary entrance in lieu thereof shall be entitled to a military leave of absence without pay for the period of time required to fulfill his/her military obligation. The leave and right to restoration to his/her former position shall automatically terminate if the employee voluntarily remains in military service beyond the period of time required by Selective Service Law. Employment service credit shall be allowed for the period of the military leave of absence. However, all fringe benefits shall not continue and accumulate during said leave.

Section 2. Any employee occupying a full-time position with the Authority and who is a member of a reserve component of the Armed Forces of the United States shall be entitled to a temporary military leave of absence when ordered, whether voluntarily or involuntarily, to active-duty training or inactive duty training. A temporary military leave of absence shall be with pay equivalent to the difference between the employee's military pay and his/her regular salary, if

his/her military pay is less for the calendar period but shall not exceed fifteen (15) calendar days in any calendar year. Continuous service shall be allowed for the period of temporary military leave of absence. Fringe benefits shall continue and accumulate during the period of said leave up to fifteen (15) calendar days per year.

Section 3. If the period of active-duty training or inactive duty training exceeds fifteen (15) calendar days in any calendar year, the employee may elect to be placed on regular military leave of absence without pay or utilize his/her accumulated annual leave for the remainder of the period of training. The leave and right to restoration to his/her former position shall terminate if the employee fails to return to his/her position within fifteen (15) days of release from training duty and/or from date of discharge from hospitalization incident to that training. Service credit shall be allowed for the period of the military leave of absence without pay. No fringe benefits shall continue and accumulate during said leave beyond fifteen (15) calendar days per year. However, if the employee elects to use his/her accumulated annual leave, benefits shall continue during the use of the accumulated annual leave.

Section 4. Any employee occupying a full-time position with the Authority and who is a member of a reserve company of the Armed Forces and is ordered to perform state emergency duty, by compulsory call of the Governor or the President, shall be entitled to an emergency leave of absence. Such leave shall be with pay equivalent to the difference between the employee's military pay and his/her regular Authority salary for the calendar period if his/her military pay is less but shall not exceed thirty (30) calendar days per year. The employee may elect to be placed on regular military leave of absence without pay or utilize annual leave accruals for the remainder of the duty period. Upon release from state emergency duty the employee shall be restored immediately to his/her former position. Continuous service credits shall be allowed for the period of emergency military leave of absence. Service credit shall be allowed for the period of military leave of absence without pay upon return to his/her position. No fringe benefits shall continue and accumulate during said leave beyond thirty (30) calendar days per year. However, if the employee elects to use accumulated annual leave, benefits shall continue during the use of the accumulated annual leave.

Section 5. If the veteran's former position shall have been abolished, he/she shall be entitled to another position of equal pay for which he/she may be qualified.

Section 6. If the veteran's former position shall have been reallocated either higher or lower, he/she shall have the same rights with respect to the reallocated position he/she would have had if he/she had remained with the Authority.

Section 7. To obtain the benefits of the provisions of this section, the returning veteran must make application in writing to the President & CEO within six (6) months of his/her release from active duty in the Armed Forces and/or from the date of discharge from a veteran's hospital. Subject to the conditions and procedures set forth above, the President & CEO shall restore the veteran to his/her position within thirty (30) days of the filing of such application.

Section 8. If the last service rating of a veteran returning from military leave was satisfactory, he/she shall be placed at the salary step which he/she would have received had he/she remained with the Authority.

ARTICLE 22 OUTSIDE EMPLOYMENT

Section 1. No employee shall hold a full-time job, or its equivalent, in addition to his/her regular full-time Authority employment. Supplemental employment is not encouraged, but is permitted under the following conditions:

1. That the additional employment must in no way conflict with the employee's hours of Authority employment, or in quality of work or interest or conflict in any way with the satisfactory and impartial performance of his/her Authority duties, as determined within the sole discretion of the Employer.
2. The Operations Manager and/or Chief of Public Safety shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least seventy-two (72) hours prior to engaging in supplemental employment.
3. That he/she keeps the Operations Manager and/or Chief of Public Safety informed of contemplated changes in his/her supplemental employment.
4. In any supplemental employment occurs, employee shall be prohibited from wearing the CRAA uniform, carrying their badge or I.D., and from carrying the weapon issued by the CRAA, unless specifically authorized in writing by the Operations Manager and/or Chief of Public Safety.

ARTICLE 23 UNPAID LEAVES OF ABSENCE

Section 1. An employee of the Authority may be allowed leave of absence without pay and without loss of his/her employment status within the sole discretion and upon approval of the President & CEO or his/her authorized designee for the following reasons: settlement of an estate, serious illness of a member of the employee's family, childcare, extended trip or education.

Section 2. An employee granted leave of absence without pay shall be restored to his/her position on the expiration of the leave, or if approved by the President & CEO, before the expiration of the leave.

Section 3. If the position of an employee who has been granted leave of absence without pay is abolished during his/her absence, he/she shall be entitled to the next position that becomes available for which he/she may be qualified or that employee may exercise his/her seniority rights under the layoff and recall provisions of the contract. Further, seniority for layoff and recall process only shall continue while the person is on an authorized, unpaid leave of absence.

Section 4. An employee on an unpaid leave of absence exceeding fifteen (15) days per year shall not have his/her service credits and fringe benefits continue and accumulate during said leave. The only time used for unpaid leave of absence would be for the process of layoff, recall and shift bidding. Fringe benefits will not continue during that time, such as, but not limited to, vacation, sick leave, health insurance, life insurance, holidays, retirement, personal leave, premium bonus.

ARTICLE 24 RETIREMENT

Section 1. The Employer shall continue the retirement program presently in effect, B-4 Benefit with a F55 rider. This program is provided through the Municipal Employees' Retirement System. The Employer shall pay all contributions.

Section 2. The Employer shall continue the employee's enrollment in Social Security as in the past.

Section 3. Members of the bargaining unit shall be eligible to participate in any CRAA Deferred Compensation (457) Plan.

Section 4. Employees hired after January 1, 2012, will be placed into a Hybrid Retirement Program through the Municipal Employees' Retirement System (MERS).

Section 5. The Hybrid Retirement Program is made up of both a Defined Benefit component and a Defined Contribution component. The Defined Benefit portion shall have a 1.5% multiplier for pension purposes and will be paid by the Employer. The employee must contribute at least one (1) percent of his or her bi-weekly salary to the Defined Contribution portion of the Program on a pre-tax basis. The Employer will match the employee's one (1) percent contribution. A total of two (2) percent of each employee's bi-weekly salary will be placed in his or her Defined Contribution account each pay period. Employees may contribute additional money each pay period on an after-tax basis. Employees are automatically one hundred (100) percent vested in his or her contributions to the Defined Contribution plan. An employee will be vested with the Employer's contribution to his or her Defined Contribution plan after six (6) years of service with the Employer.

ARTICLE 25 GRANT FUNDED POSITIONS

Section 1. Employees whose positions are funded by either a State or Federal grant shall be subject to all the terms and conditions of employment set forth herein, unless otherwise required by the respective grant.

ARTICLE 26
HOSPITALIZATION - MEDICAL COVERAGE - EXTENDED DISABILITY PLAN -
LIFE INSURANCE - DENTAL PLAN

Section 1. Medical benefits will be made available to the Bargaining Unit employees through the provision of a health care plan. The CRAA reserves the right to change carriers and/or modify, alter, or amend the health care plan as well as negotiate the collective bargaining agreement should the Employer's cost, for any reason including excise taxes, exceed seven (7) percent over the CRAA's healthcare costs of the previous year.

Section 2. The cost of Medical Benefits provided under the health care plan shall be shared by the covered employee. Effective January 1, 2019, the contribution rates for covered full-time employees expressed as a percentage of total premium or premium equivalent amount, shall be 10% for all coverage levels. If an alternative plan is offered to CRAA employees, employee cost share for said plan will be established prior to making the plan available to benefit eligible employees.

Section 3. The Employer shall provide and pay the premiums for a dental plan for covered employees and their eligible dependents. The Dental Plan shall pay 100% for diagnostic and preventative care (to include exams, cleanings, fluoride, and X-rays) payable at least twice per calendar year. The dental plan will pay 80% of reasonable and customary charges (as determined by the insurance carrier) for covered services other than orthodontics. Annual maximum insurance coverage for these dental services shall be \$1,250 per covered person per year. The Dental Plan shall pay 75% of reasonable and customary charges (as determined by the insurance carrier) for covered Orthodontic Services. Lifetime maximum insurance coverage for Orthodontic services shall be \$1,250 per covered person up to the age limit of age 19. *Essential Health Benefits (EHB) services for dependents under age 19 coverage varies by dentist for Diagnostic & Preventative; Basic Services; Major Services. If Delta Dental PPO Dentist (100% / 50% / 50%), Delta Dental Premier Dentist (80% / 50% / 50%); or Out-of-network Non-participating Dentist (80% / 50% / 50%).

Section 4. The following plan will be in place:

Full-time employees eligible for medical insurance may receive up to Four Thousand Five Hundred dollars (\$4,500.00) annually, paid to the employee monthly at a rate of Three Hundred Seventy-Five dollars (\$375) via payroll processing for electing alternative medical insurance in lieu of a CRAA medical insurance option.

To be eligible for this payment, employees eligible for CRAA medical insurance must be covered by health insurance from another source as well as complete an employee waiver form and submitting that with a copy of correspondence verifying the employee and all eligible dependents are insured via an alternative medical insurance plan. In doing so, employee assume risk of pre-existing condition not being covered if they later desire to re-enroll and are subject to the open enrollment periods designated by the CRAA's current

health insurance carriers. Employees will also assume the risk of meeting the Employer's eligibility guidelines if they later desire to re-enroll.

Section 5. Employees shall receive the same disability insurance that non-union employees receive and under the same terms and conditions which may change from time to time.

Section 6. Employees shall receive the same life insurance that non-union employees receive and under the same terms and conditions which may change from time to time.

ARTICLE 27 MEDICAL DISPUTE

Section 1. In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work from a layoff or leave of absence of any kind and the employee is not satisfied with the determination of the Airport Authority doctor, he/she may submit a report from a medical doctor of his/her own choosing at his/her own expense. If the dispute still exists, at the request of the Union, the Airport Authority doctor and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the third report shall be borne equally by the Airport Authority and the employee.

ARTICLE 28 FAMILY AND MEDICAL LEAVE ACT

Section 1. The parties agree that each has the right to exercise its rights under the federal Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act. See Employee Policies & Procedures Manual 400.12 Family and Medical Leaves of Absence.

ARTICLE 29 WORKERS' COMPENSATION

Section 1. The Employer shall provide worker's compensation as required by law.

Section 2. In case of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefit under the Michigan Workman's Compensation Law, such employee, with the approval of the President & CEO, may be allowed salary payment which, with his/her work disability benefit, equals two-thirds (2/3) of his/her regular salary or wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage.

ARTICLE 30 UNIFORMS & FACILITIES

Section 1. The Employer will provide the following:

1. One locker per employee for storage of personal and departmental equipment.

2. Cooking and eating facilities at the fire station; sleeping facilities in the event a 24-hour shift is implemented.
3. Air conditioning at the fire station.
4. A bulletin board in the fire station for the purpose of posting pertinent information.
5. Towels and bed linen as needed.

Section 2. Uniforms. The Authority shall furnish, maintain, and clean/laundry when necessary, the following for all personnel:

Public Safety Department
3 short sleeve uniform shirts
3 long sleeve uniform shirts
3 uniform pants
3 ARFF T-Shirts
Any additional uniforms as required by the Employer.

Operations Department
3 Long sleeve or short sleeve shirts
3 uniform pants
Any additional uniform as required by the Employer.

Section 3. The Employer will provide a two hundred (\$200) dollar stipend to be paid out annually via payroll processing on the first full paycheck of the calendar year for the purpose of equipment and clothing. Upon approval of the Chief of Public Safety or Operations Manager, the stipend may be provided to any newly hired employee to assist with the purchase of necessary clothing or equipment. This stipend will not be included in the computation of Final Average Compensation

Section 4. Safety. An employee is required to report to his/her direct supervisor, any accident and/or unsafe work practice(s) or condition(s). The Authority shall make reasonable provisions for the health and safety of employees during the hours of their employment and shall endeavor to maintain its facilities and equipment in safe operating condition. The Authority shall furnish protective devices and/or equipment as is reasonably necessary to properly safeguard the health of the employees and protect them from injury and/or illness.

ARTICLE 31 WEAPONS

Section 1. The Employer shall provide certified police officers with semi-automatic weapons and the gear for such weapons.

ARTICLE 32 LIABILITY INSURANCE

Section 1. The Employer shall continue in force the current liability policy covering acts of alleged abuse or negligence of employees arising out of and in the course of their employment.

Section 2. The Airport Authority shall continue its practice of providing a legal defense to an employee for alleged acts of abuse or negligence which occur while in the course of the employee's employment and while the employee is acting within the scope of his/her Authority.

ARTICLE 33 LEAVE FOR CONFERENCES OR CONVENTIONS

Section 1. The Employer shall grant leave of absence without pay to Union Officers (President, Vice President, Treasurer, *etc.*) of the bargaining unit for the following functions:

1. One (1) person for five (5) days every other calendar year to attend Union national (out-of-state) meetings, conferences, or conventions.
2. One (1) person for three (3) days every calendar year to attend the Union local (in-state) meetings, conferences, or conventions.

Requests for such leave will be filed in writing with the Operations Manager and/or Chief of Public Safety by the 10th day of the preceding month in which such leave may be taken.

ARTICLE 34 SUBCONTRACTING AND CONTRACTING

Section 1. Temporary Subcontracting. The Employer reserves the right to contract with other persons or entities to augment the existing bargaining unit personnel on a temporary basis, however, the Employer shall not subcontract on a temporary basis which results in reducing normal hours scheduled for bargaining unit personnel.

In the event the Employer exercises its temporary subcontracting rights, it may do so when employees are on layoff and without recalling the laid off personnel, provided that the temporary subcontracting is not more than four (4) consecutive days per event, and that the total number of days when temporary subcontracting is utilized does not exceed ten (10) days per calendar year. In the event that the temporary subcontracting is for more than four (4) consecutive days or for more than ten (10) days per calendar year, then, under such circumstances, the Employer shall be required to recall laid off employees for only the period of time of which the temporary subcontracting is in excess of four (4) consecutive days or ten (10) days per year. If the laid off employee(s) decline(s) to come back to work for that period of time, then under such circumstances, the Employer's duties and obligations will have deemed to have been fulfilled and without any further obligation to the laid off employee(s).

Prior to temporary subcontracting, the Employer shall notify the Union of same and shall meet with Union representatives upon request by the Union. At the meeting, the Employer agrees to discuss with the Union the use of regular full-time employees who have not been laid off regarding any overtime requirements needed for special events which require the use of temporary subcontractors. However, the Employer is not and shall not be required to provide overtime for these employees.

This section shall permit the Employer to temporarily subcontract for special events such as an air show, Special Olympics and other types of events conducted at the Airport without the necessity to recall laid off employees. Notwithstanding any contrary provisions, the employer may temporarily subcontract in the event of changed security conditions.

Section 2. Contracting. The parties to this Agreement recognize that the Employer is a public employer supported by tax dollars and therefore has a right to take necessary steps to ensure the integrity of taxpayers' dollars as well as to provide optimum safety for the persons and employees working and using the Airport.

The Employer recognizes that employees who work at the Airport have a right to be afforded adequate notice and termination compensation in the event that there is an elimination of the bargaining unit or a part thereof due to contracting with other persons or entities. Therefore, in the event that the Employer determines to contract with other persons or entities for the work currently being performed by the bargaining unit members, it shall notify the Union at least thirty (30) days prior to entering into any contract which shall eliminate bargaining unit work.

The Employer shall schedule a special meeting with the Union within ten (10) days thereafter. The parties shall at this meeting attempt to resolve the issues recognizing the aforementioned principles; however, the decision to subcontract is not grievable.

In the event that there is an elimination or replacement of work for employees in the bargaining unit, the Employer will endeavor to protect the livelihood of existing employees by transferring employees to other positions within the Airport Authority to which they are qualified; assisting in the placement of employees with another department, agency or governmental unit to whom bargaining work was contracted; and by assisting in the placement of employees with other police and/or fire departments. The Employer cannot absolutely guarantee replacement work for employees who lose their job because of subcontracting.

ARTICLE 35 ELECTRONIC FUNDS TRANSFER/DIRECT DEPOSIT

New hires into the bargaining unit shall enroll in direct deposit. Each employee shall have his/her payroll check direct deposited into a checking and/or savings account at a financial institution of his/her choice. The Employer will follow the electronic funds transfer (EFT) guidelines of its payroll processing company. The Employee will be responsible for ensuring the Administrative Office has correct, up-to-date information regarding his/her financial institution(s).

ARTICLE 36 SHIFT PREMIUM

Section 1. An afternoon shift is one which is regularly scheduled to begin at or after 2:00 p.m. but before 10:00 p.m. For hours worked between 2:00 p.m. and 10:00 p.m. the shift differential premium will be sixty cents (\$.60) per hour.

Section 2. A night shift is one which is regularly scheduled to begin at or after 10:00 p.m. but before 6:00 a.m. For hours worked between 10:00 p.m. and 6:00 a.m. the shift differential premium will be one dollar (\$1.00) per hour.

Section 3. Shift differential premium is paid for overtime hours worked on regularly scheduled hours within the hours of an afternoon and night shift. There shall be a premium cap for the hour worked within the afternoon shift of a maximum of sixty cents (\$.60) and for hours worked within the midnight shift there is a one dollar (\$1.00) maximum.

Section 4. Shift premium is not paid for holidays or for leave time used.

Section 5. Work requiring reassignment of employees from day shift to afternoon or night shifts is paid shift premium as in the case of regularly assigned afternoon and night shifts.

Section 6. Hourly rates for shift premium payment are rounded upward to the nearest cent.

ARTICLE 37 SALARIES

Section 1. A one-time bonus of one-half percent (0.5%) of the employee's current base wage will be paid to all eligible employees if there are no runway incursions caused by any full-time, part-time, per diem/casual, or sub-contracted employees of the Capital Region International Airport (LAN) in calendar year 2024. Employees eligible for this bonus, if earned, are staff employed by the CRAA in 2024 and who are also active employees of the CRAA on January 1, 2025. If this bonus is earned, as determined by the President & CEO, it is planned to be paid as part of the first pay in January 2025. This bonus will not be included in the calculation of Final Average Compensation.

Section 2. The wage schedules as negotiated shall be found in "Schedule A" attached hereto. A five percent (5%) increase to all steps in Schedule A will be effective on July 1, 2024. An additional five percent (5%) increase to all steps will be effective on July 1, 2025.

Section 3. Prior Experience. New hires shall ordinarily be compensated at the entrance rate (Step 1) for the classification and thereafter receive step increases in the first full pay period following the years of Bargaining Unit Seniority corresponding with wage scale step. Based upon prior applicable experience, however, a new hire may be placed at up to the five year (step 6) wage step.

Years of related experience will be determined by the Human Resources Representative and the hiring manager by reviewing the applicant's resume and work history.

Section 4. Operations Officers who are cross-trained and competent to perform firefighter functions will receive a one (\$1.00) dollar per hour shift differential for hours worked as a Firefighter and for the completed annual mandatory training time to maintain competence. This shift differential will not be applied to initial training.

Section 5. Police Officers who acquire a State of Michigan Medical First Responder license will receive a one-time six-hundred-dollar (\$600) bonus upon verification of licensure. This bonus will not be included in the calculation of Final Average Compensation.

ARTICLE 38 EDUCATIONAL REIMBURSEMENT & CERTIFICATION BONUS

Section 1. Training and professional development opportunities are addressed in Section 300.12 of the Employee Policies & Procedures Manual. The Employer shall pay the complete cost of any training or additional licensing that, during the duration of this Agreement, becomes required by the Employer, law, or other governing or regulatory agency, for any active Employee covered by this Agreement to maintain his or her current position.

Section 2. It is in the best interest of the Authority for its employees to be trained in all facets of their job and even whenever possible provide advanced training and provide opportunities for career advancement. The Authority recognizes that there are some advanced licenses and certifications that would benefit the Authority. Any certifications or licenses required for the employee's job will not be applicable (*i.e.* CDL endorsements).

This applies only to non-probationary employees.

The list and payment of certifications or licenses will be published in February for the upcoming Fiscal year.

When the Authority pays for work time, registration, lodging or travel, the bonus will reflect that cost. If the Employee chooses to go on their own time and pays all expenses the bonus will be take this into consideration.

The bonus will only be paid for those successfully completed certificates or licenses. It will only be paid for in the year it was obtained. Copies of the certifications or licenses must be submitted to the supervisor then to be forwarded to Human Resources for processing.

The payment will be paid through the payroll process.

This certificate bonus will not be included in the calculation for final average compensation.

ARTICLE 39 CELL PHONES

Section 1. All employees will carry a CRAA-issued or personal cell phone while off duty, except when on authorized vacation, personal, compensatory, or sick time. Employees on scheduled days off who will be outside cell phone coverage area shall advise the Airport Operations Center in advance. Employees are required to answer their cell phone, and/or home phone and respond to the Employer in a timely manner.

Section 2. The following information will be forwarded to cell phones, and/or home phones:

1. Emergency call-back for incidents requiring additional staffing (*e.g.*, aircraft accidents.)
2. Notification of overtime shifts due to sick call-in or emergency use of personal time.
3. Information to a particular employee(s) relating to a specific assignment or duty which is of an urgent or immediate nature.
4. Administrative messages providing necessary information or information for the employees' convenience which cannot wait until the next duty shift (*e.g.*, gate failure requiring alternate route to work, cancellation of scheduled overtime, *etc.*)

Section 3. The Employer acknowledges that classifications within the bargaining unit are non-exempt under the Fair Labor Standards Act ("FLSA") thereby requiring that employees be compensated for non-de minimis work performed while off duty. Non-de minimis work performed by an off-duty employee is subject to the conditions set forth in Article 15, Section 7 Call Back.

ARTICLE 40 WELLNESS INCENTIVE

Employees are eligible for reimbursement of a gym/health-club membership in an amount not to exceed two-hundred fifty dollars (\$250) annually. Eligibility contingent upon proof of membership.

ARTICLE 41 SAVINGS CLAUSE

Section 1. If any provision of this Agreement or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

ARTICLE 42 PERSONNEL FILES

Section 1. Employee Access. Employees shall, during normal business hours have the right to access his/her personnel file. The contents of an employee's personnel file shall be made available to the employee for inspection and/or review. At the employee's request, he/she shall be provided copies of any document contained within his/her personnel file.

Section 2. Rebuttal Statement. Consistent with the "Bullard-Plawecki Employee Right to Know Act," an employee who disagrees with any personnel record contained within his/her personnel file shall be entitled to submit a written statement of response explaining the employee's position. The Employer shall attach the employee's statement to the personnel record placed in the employee's personnel file. The employee's statement shall also be included when the personnel record is divulged or disclosed upon the request of any third party. For the purposes of this Article, "personnel record" shall mean a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, compensation, or disciplinary action.

Section 3. Notice. Employees shall be notified in writing when the Employer places any disciplinary document into the employee's personnel file. The Employer shall notify any Employee in writing prior to divulging, disclosing, or releasing any disciplinary report, letter of reprimand, or other disciplinary action contained within the Employee's personnel file to any third party.

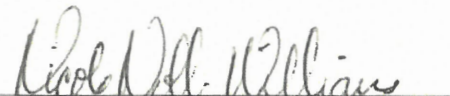
Section 4. MCOLES Disclosure. The Employer shall, as soon thereafter as practicable, provide an employee and the Union with a copy of any filing, statement, disclosure, or report concerning the Employee provided by the Employer to the Michigan Commission on Law Enforcement Standards ("MCOLES"). Where such a disclosure is made for the purposes of complying with PA 128 of 2017 as MCL 28.563, this obligation shall survive any employee's separation of employment.


ARTICLE 43 TERM OF THIS AGREEMENT

Section 1. This Agreement shall become effective on July 1, 2024 and it shall continue in full force and effect until 11:59 p.m. on the 30th day of June, 2026.

Section 2. Upon call of either party to this Agreement, both parties shall sit down and commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

**FOR THE CAPITAL REGION
AIRPORT AUTHORITY:**

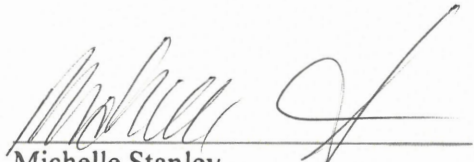

Nicole Noll-Williams,
President & CEO.

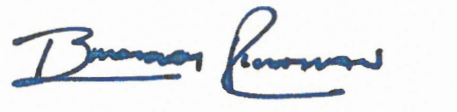

Robert Benstein,
Vice President & COO.



Stephen Gonzalez,
Chief of Public Safety


Blake Roy,
Director of Operations

**FOR THE CAPITOL
CITY LABOR PROGRAM:**


Michelle Stanley,
Bargaining Unit President


Bradley Richman,
Executive Director


Jeffrey Donahue, Esq.,
CCLP Legal Counsel

APPENDIX A – SALARY SCHEDULES

Police Officer		+5%	+5%
Step	Current	Effective 07-01-24	Effective 07-01-25
Step 1 – Start	\$21.41	\$22.48	\$23.60
Step 2 – Year 1	\$22.48	\$23.60	\$24.78
Step 3 – Year 2	\$23.61	\$24.79	\$26.03
Step 4 – Year 3	\$24.80	\$26.04	\$27.34
Step 5 – Year 4	\$26.02	\$27.32	\$28.69
Step 6 – Year 5	\$27.32	\$28.69	\$30.12

Firefighter		+5%	+5%
Step	Current	Effective 07-01-24	Effective 07-01-25
Step 1 – Start	\$21.41	\$22.48	\$23.60
Step 2 – Year 1	\$22.48	\$23.60	\$24.78
Step 3 – Year 2	\$23.61	\$24.79	\$26.03
Step 4 – Year 3	\$24.80	\$26.04	\$27.34
Step 5 – Year 4	\$26.02	\$27.32	\$28.69
Step 6 – Year 5	\$27.32	\$28.69	\$30.12

Public Safety Officer ¹		+5%	+5%
Step	Current	Effective 07-01-24	Effective 07-01-25
Step 1 – Start	\$21.41	\$23.48	\$24.60
Step 2 – Year 1	\$22.48	\$24.60	\$25.78
Step 3 – Year 2	\$23.61	\$25.79	\$27.03
Step 4 – Year 3	\$24.80	\$27.04	\$28.34
Step 5 – Year 4	\$26.02	\$28.32	\$29.69
Step 6 – Year 5	\$27.32	\$29.69	\$31.12

Operations Officer		+5%	+5%
Step	Current	Effective 07-01-24	Effective 07-01-25
Step 1 – Start	\$19.45	\$20.42	\$21.44
Step 2 – Year 1	\$20.42	\$21.44	\$22.52
Step 3 – Year 2	\$21.43	\$22.50	\$23.63
Step 4 – Year 3	\$22.50	\$23.62	\$24.81
Step 5 – Year 4	\$23.64	\$24.82	\$26.06
Step 6 – Year 5	\$24.83	\$26.07	\$27.38

¹ Plus \$1.00/hr. premium.