

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

RESOLUTION NO. 2021-083

**A RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT
WITH POLICE OFFICERS LABOR COUNCIL
CHARLOTTE POLICE NON-SUPERVISORY UNIT**

WHEREAS, the City has previously entered into a collective bargaining agreement with the Police Officers Labor Council Non-Supervisory Unit, which agreement concludes on June 30, 2021; and

WHEREAS, the parties to the agreement, through their respective representatives, have negotiated a successor agreement describing the terms and conditions of employment for members of the aforementioned bargaining unit; and

WHEREAS, the agreement includes modifications to the predecessor agreement generally described as follows:

- Article 4 - Union Security and Check-off: Updates to language to comply with the law as defined by the United States Supreme Court decision of Janus v AFSCME, 138 S Ct 2448 (June 27, 2018) as well as 2012 PA 349 at MCL 423.209 and MCL 423.210.
- Article 6 - Probationary Period: Remove language to move officer off bid shift to be consistent with current and past practices.
- Article 7 - Seniority: Modify loss of seniority provision for Operating While Intoxicated and add language for loss of seniority if employee is totally disabled.
- Article 9 - Payday: Pay will be made via direct deposit to the employee's bank account.
- Article 10 - Vacation Leave: Language updated to change request time required by employee and to clarify accumulation of vacation leave schedule.
- Article 11 - Sick Leave: Language updated to require employee availability by telephone to be eligible to use sick time.
- Article 12 - Holidays: Modify language to include Martin Luther King Jr Day and remove Good Friday, and clarify holiday pay.
- Article 16- Other Leave: Modify language to change cancellation of leave policy from three to five days.
- Article 23 - Salary Classification: Add language to address compensation for senior Patrol Officer when no Sergeant or Chief is scheduled.
- Article 24 - Uniforms and Equipment: Modify language to address equipment issued by the city, increase boot allowance, and allow for reimbursement for personal property damaged in the line of duty.
- Article 29 - Earned Time Off: Modify language to change incremental use.
- Wages: 2% increase in wages for each year of the agreement and lump sum signing incentive of \$500.
- Miscellaneous: Incorporate current letter of understanding regarding time off requests and delete "Education Bonus" in Appendix B.
- Duration: date of Council approval – June 30, 2024.

and

WHEREAS, entering into this agreement serves to promote harmony with the members of the bargaining unit and preserves a constructive labor environment which is a benefit to all citizens;

NOW, THEREFORE, BE IT RESOLVED that the Council does hereby approve the terms of the collective bargaining agreement, including the modifications generally described above, and authorizes the Mayor, City Manager, and Deputy City Clerk to execute the agreement on behalf of the City. The foregoing resolution offered by _____ and supported by _____.

Upon roll call vote, the following voted:

Aye:

Nay:

Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Charlotte at a regularly scheduled meeting held on Monday, May 17, 2021, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this 17th day of May 2021.

Pearl Tidwell, City Clerk / Treasurer
City of Charlotte

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF CHARLOTTE

AND

POLICE OFFICERS LABOR COUNCIL
CHARLOTTE POLICE NON-SUPERVISORY
UNIT



July 1, 2021 through June 30, 2024

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AGREEMENT

This Agreement is entered into between the City of Charlotte, Michigan, hereinafter referred to as the "City", and the Police Officers Labor Council – Charlotte Police Non-Supervisory Unit, 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 concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 1. RECOGNITION – EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act Number 336 of the Public Acts of the State of Michigan of 1974, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment of all regular full-time employees of the Police Department of the City of Charlotte whose positions are classified as Patrol Officer and Detective(s); all other employees in this department are excluded from recognition in this bargaining unit.

The words patrol officer, employee or officer shall be construed to mean a member of the Non-supervisory bargaining unit, Charlotte Division, Police Officer's Labor Council.

ARTICLE 2. MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States of America, the Constitution of the State of Michigan, the Law of the State of Michigan, the City Charter and the Charlotte City Code. This reservation shall, however, be limited and waived by the City to the extent so provided in the Agreement and subject, but not limited to, the following:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools, and equipment to be used; and the discontinuance of any services, materials, or methods of operation.

- B. To introduce new equipment, methods, machinery, or processes; change or eliminate existing equipment and institute technological changes; decide on materials, or methods of operation.
- C. In the event of an emergency, including but not limited to flood, tornado, power blackout, winter storm, natural disaster, or civil disorder, it may be necessary on a temporary basis to subcontract bargaining unit work. Prior to subcontracting bargaining unit work in such a situation, the Employer shall make reasonable efforts to locate all bargaining unit personnel who are available to work.

In the event current employees are unable or are unwilling to perform the work or processes, the City shall have the right to subcontract the unit work.

Except as set forth above, no subcontracting shall occur except upon at least thirty (30) days notice to the Union. The Employer, should it determine that subcontracting is necessary, shall immediately schedule a special meeting with the Union to occur as soon as possible after giving the thirty (30) day notice of intent to subcontract.

At the special meeting the parties shall attempt to determine whether there are any reasonable alternatives to subcontracting. The Employer shall endeavor to protect existing employees who are affected by subcontracted bargaining unit work and shall propose a plan to the Union for relocation of any existing employees affected by subcontracting work including, but not limited to, the following actions:

1. Transferring the employees to a different department within the City;
2. By assisting and placing employees affected by the subcontracted work with the Department, agency, or governmental unit to whom the bargaining work was subcontracted;
3. By assisting and placing displaced employees with another police department.

- D. THE CITY RESERVES THE RIGHT to hire, assign and layoff employees in accordance with the terms of the Agreement; however, all reductions in the work week or workday or any reduction involving a combination of the length of the workday and work week are the objects of collective bargaining.
- E. THE CITY RESERVES THE RIGHT to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining.
- F. To determine lunch, rest periods, clean-up times, starting and quitting times.
- G. To establish reasonable work schedules.
- H. To discipline and discharge employees with seniority for just cause.
- I. To adopt, revise and enforce working rules, and carry out cost and general improvement programs; however, no rule or regulation shall be adopted hereinafter without notice to the Union, and discussing such with the Union; and its reasonableness may be subject to the grievance procedure.
- J. To transfer, promote and demote employees from one classification, department or shift to another; subject to the provisions contained in this Agreement.
- K. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work consistent with the provisions contained in this Agreement.

ARTICLE 3. PUBLIC SECURITY

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever; 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 occurrence of any such acts or action delineated in this section by the Union shall be deemed a violation of this Agreement. Any Officer who commits any of the acts shall be subject to discharge or other disciplinary action as may be determined by the City.

ARTICLE 4. OPEN SHOP AND CHECK-OFF

Section 1. Non-Discrimination: The City will not discriminate against any employee because of membership in the Union. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of Union dues or fees.

Section 2. Open Shop: The City agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees.

Section 3. Dues Check-Off: The City agrees to deduct from the regular monthly pay of each employee who has an executed Check-Off Authorization form on file, the Union dues for the following month's dues, subject to all the following sub-sections.

A. The Union shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject and will become effective the first payday of the month following the employee's completion and submission of the dues authorization form.

B. The total amount due shall be deducted and forwarded to the Union with a monthly membership list to the address of: Police Officers Labor Council, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083-1413.

C. The Union shall furnish the dues deduction forms.

D. All Check-Off Authorization Forms and Service Fee Authorization Forms shall be filed with the City Treasurer who may return any incomplete or incorrectly completed form to the Union Treasurer, and no check-off shall be made until such deficiency is corrected.

E. The City shall check-off obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for a refund to the employee if he has duplicated a check-off deduction by direct payment to the Union. The City will cease check-off deductions beginning the month immediately following the receipt of a signed request seeking the termination of payroll deduction.

F. The City's remittance will be deemed correct if the Union does not give written notice to the City's Manager within thirty (30) calendar days after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

Section 4. Save Harmless: The Union agrees to defend, indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues, or representation fees 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.

During the term of this Agreement it is the express intent of the City and the Union to follow the law as currently defined by the United States Supreme Court decision of Janus v AFSCME, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210.

Any dispute between the Union, the employee, and the City which may arise whether an employee properly executed or properly revoked a Check-Off Authorization Form, pursuant to this Article, shall be reviewed with the employee, a representative of the Union and the City Manager or his designee. The City assumes no liability for the authenticity, execution or revocation of the authorization form.

**CHECK-OFF AUTHORIZATION FORM POLICE OFFICERS LABOR COUNCIL Charlotte,
Michigan**

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of \$_____ per month. The amount deducted shall be paid to the Treasurer of the P.O.L.C. according to the Agreement reached between the Employer and the Union.

This authorization shall remain in effect until, by written notice to the Employer, I request its revocation.

| Rank | Last Name | First Name | Middle Initial |
|----------------|-----------|------------|----------------|
| (Please Print) | | | |

Signature _____

Address _____

City _____

Date Deduction Is to Start: _____

Month

Year

ARTICLE 5. UNION BARGAINING COMMITTEE

Section 1: The bargaining committee of the Union will include not more than three (3) Officers of the Charlotte Police Department and may include not more than (3) non-employee representatives. The Union will furnish the City Manager with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2: Charlotte Police Officers involved in bargaining who are scheduled for duty at the time that a bargaining session has been agreed upon by the negotiating parties will be released from duty without loss of pay during the bargaining period and for a period of up to but not exceeding thirty (30) minutes before the bargaining session begins and after the bargaining session ends. No Officer will be given additional compensation or compensatory time for time spent in bargaining sessions.

ARTICLE 6. PROBATIONARY PERIOD

When a new Officer is hired in the bargaining unit, he shall be considered as a probationary Officer for the first twelve (12) months of his continuous, regular, full-time employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment. No matter concerning the layoff, discipline or termination of a probationary Officer shall be subject to the grievance procedure. An Officer is presumed to have terminated his probationary period and obtained full-time Officer status at the end of twelve (12) months of continuous, regular, full-time employment.

The Chief of Police may alter the shift of probationary employees.

ARTICLE 7. SENIORITY

Section 1: **Definition.** Seniority shall mean the status attained by continuous length of service from the original date of hire in the Charlotte Police Department. There shall be no seniority among probationary employees.

Section 2: **Seniority Lists.** Management shall maintain a roster of Officers arranged according to seniority showing name, position and date of hire, and once each year, upon request of the Union, will furnish a copy of the list to the Union.

Section 3: **Loss of Seniority.** An Officer shall lose his status as an Officer and his seniority if:

- A. He/she resigns or quits.
- B. He/she is discharged for just cause.
- C. He/she retires.
- D. He/she is convicted of a felony.
- E. He/she has been on layoff for a period of time equal to his/her department seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- F. 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 City, except when the failure to notify the City is due to circumstances beyond the control of the Officer.
- G. Settlement with the employee has been made for total disability or the employee receives Social Security benefits because the employee has been deemed disabled.

Section 4: **Use.** Seniority will be used in determining vacation, order of lay-off and order of recall. Whenever it is necessary to effect changes between Officers involving special assignment preference in these matters shall be given to the best qualified Officer with the most seniority.

Section 5: **Seniority in Rank.** For purposes of the command structure, Seniority in Rank shall prevail.

ARTICLE 8. LAY-OFF AND RECALL

Section 1: **Definition.** Lay-off shall be defined as the separation of bargaining unit employee(s) from the active work force due to a lack of work or a lack of funds demonstrated by the City.

Section 2: **Order of Lay-off.** If and when it becomes necessary to reduce the number of bargaining unit employee(s) in the work force, probationary employees will be laid off first, then bargaining unit employees will be laid off in inverse seniority order and they will be recalled in the order of seniority.

Section 3: **Demotion in Lieu of Lay-Off.** A bargaining unit employee subject to lay-off who so requests may, (the employees classified as Detective 1st grade and Detective 2nd grade), in lieu of lay-off, be demoted by seniority to a lower position in the Police Department, provided he/she is qualified for the position to which he/she seeks demotion.

Section 4: **Notice of Lay-off.** The City shall give written notice to the Officer(s) of any proposed lay-off. Such notice shall be submitted at least two (2) calendar weeks before the effective date thereof. Such notice shall give the name(s) of Officer(s) and classification(s).

If notice of lay-off is given, the city and the Union agree to meet within a reasonable period of time to discuss any possible alternatives to such lay-off.

Section 5: **Recall from Lay-off.**

- A. Officers to be recalled from lay-off shall be given a maximum of fourteen (14) calendar days to respond after notice has been sent by certified mail to their last known address.
- B. Officers who decline recall or who, in absence of extenuating circumstances satisfactory to the Police Chief, fail to respond as directed within the time allowed shall be presumed to have resigned and their names will be removed from the seniority list.

Section 6: **Restoration to Positions from which Demoted.** Officers to be restored to positions from which they had been demoted in lieu of lay-off shall be given three (3) calendar days in which to accept.

ARTICLE 9. WORKING HOURS AND CONDITIONS

Section 1: Duty Day and Hours.

- A. Officers covered hereby will work eighty (80) hours as scheduled during a fourteen (14) day work period.
- B. Officers covered hereby are required to be on duty as scheduled, except as excused by management.
- C. Officers covered hereby shall receive an hourly wage for their work as defined in Appendix "A" hereof.
- D. Officers will be paid on Friday following the end of each pay period. Employees shall be paid through direct deposit. In the event the City decides to change the present bi-weekly pay schedule to a different schedule, the City agrees to meet with the Union to discuss the issue.
- E. Determination of the starting time of work schedules shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the Officer shall work such reasonable overtime hours as shall be required by the City. Officers are expected to complete a definite assignment even though it requires additional hours over a scheduled duty day. In cases of emergency, Officers are expected to return to duty when requested by the Police Chief, Command Officer or City Manager. Any shift scheduled to start before midnight is considered to be the shift for that day in which the shift begins.
- F. Overtime at one and one-half (1½) times the regular rate shall be paid after eighty (80) hours in a normal work period or after the regular hours scheduled in a duty day, except those required to return to a regular shift within a twenty-four (24) hour period. For the purposes of this section benefit hours paid shall be considered as hours having been worked.
- G. When testifying on a work related criminal case in a competent court of law, work-related hearing, meeting or other police activity while off duty, authorized by the Chief

of Police or his designee, an Officer shall receive a minimum of two (2) hours at one and one-half (1½) times his/her regular hourly rate of pay or paid the actual number of hours worked at one and one-half (1½) times his regular hourly rate of pay. Fees paid by the court will be returned to the City. Proper documentation must be presented before payment is made. Payment will be made through the normal payroll function.

- H. Any time an Officer is called in to testify on a work related criminal case at a competent court of law or other work-related hearings, one (1) hour prior to his/her regularly scheduled shift, he/she shall be paid at the rate of time and one-half (1½) his/her regular rate of pay for those hours in excess of the hours scheduled in his/her duty day.
- I. Any time an Officer while off duty is called to the court to sign a complaint or petition he/she shall be paid for one (1) hour at regular time.
- J. The Union agrees that working hours shall be productive hours and that there shall be no Union work or Union activity on City time and/or on the City's premises when it interferes with the duties of any Officer (other than that specifically permitted by the terms of this Agreement).
- K. In case of emergency or other situations where the City Manager, Chief of Police or other authority requests an employee to return to duty, such employee shall receive one and one-half (1½) times the regular rate of pay for all hours worked, provided, however that in each occurrence, employees shall be paid a minimum of two (2) hours at one and one-half (1½) times their regular rate of pay.
- L. No Pyramiding: The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment. Should any scheduled employee start one or more shifts on any single holiday as defined under Article 12, that employee shall not be compensated for more than twelve (12) hours of holiday pay with the remaining hours at the regular hourly rate.

- M. In the event an employee scheduled off-duty on a holiday, as defined under Article 12, arrives at work on-duty on that holiday, the employee shall be compensated at the overtime rate of pay, being one and one-half (1½) times the regular rate of pay for each hour worked on duty, in addition to twelve (12) hours of off-duty holiday pay.

Section 2: Scheduling and Assignments.

- A. There shall be regular shifts and relief shifts; as determined by the Chief.
- B. Shift hours shall be consistent and will not alter by more than six (6) hours with the exception of the relief shift, vacation scheduling, sick leave, personal leave days, special assignments, holidays, leaves of absence, and special activities.
- C. Police officers shall be assigned to straight shifts as agreed mutually by the Chief and the Union. Employees shall bid on shifts based upon their seniority on an annual basis.
- D. Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the Department; however, the schedule will not be changed to circumvent the payment of overtime or for the purpose of reprimands.
- E. Detectives may be excluded from twelve hour shift assignments at the discretion of the Chief of Police. The needs of a particular assignment shall be assessed and the appropriate shift shall be selected by the Chief of Police for the duration of that assignment. Scheduled shifts shall not be less than eight (8) hours, nor more than twelve (12) hours daily.
- F. Officers assigned to a School Resource Officer (SRO) or Drug Abuse Resistance Education (DARE) assignments may be excluded from twelve hour shift assignments at the discretion of the Chief of Police. The needs of the particular assignment will be assessed and the appropriate

shift shall be selected by the Chief of Police for the duration of that assignment.

Scheduled shifts shall not be less than eight (8) hours, nor more than twelve (12) hours daily. The SRO and DARE assignments are to be considered temporary assignments and any Officer selected for such assignments shall be placed back onto his/her annual bid patrol shift once the school assignment is complete.

- G. Should an Officer covered under this Agreement become temporarily unable to perform regular job duties, the Officer shall be given the opportunity to be placed temporarily in a position completing duties within the department that the Officer is able to perform. The Department shall consider an employee request for light duty assignment and/or a temporary transfer to another department for light duty work. For light duty assignments the following requirements shall be adhered to:
1. The employee desiring light duty tasks shall supply a doctor's order which details work restrictions. An order requiring only light duty is not sufficient.
 2. The Chief or his designee will decide if the Officer is capable to perform tasks, and if there is a need within the department for the tasks to be performed
 3. There shall be a limit of six (6) weeks per calendar year of light duty per Officer. At any time, the Chief or his designee may decide that there is no need for tasks to be performed, and the Officer may be relieved of light duty tasks.
 4. The Chief or Command Officer can change the requesting Officer's hours to 0900 to 1700, Monday through Friday, if necessary.
 5. Shift changes of other officers may be made to cover a shortage on other shifts caused by light duty assignments. During this time the Detectives may

be assigned to road patrol to cover shift shortages.
Any such change will be based on seniority in rank.

6. The requesting officer shall be assigned to certain job tasks but not to a position.

Section 3: **Transportation.** Officers must provide their own transportation to work. At the discretion of the Chief of Police the Department Canine Officer may be equipped with a take home patrol vehicle, as provided by the police department.

Section 4: **Trading.** Trading Officers may trade time off under the following conditions:

- A. Officers will give written notice to the Police Chief of the trade by using the form as attached. (See Pg. 15)
- B. Trades will be on a consent basis of both Officers involved.
- C. Trades will be unlimited.
- D. Trades will not result in back-to-back shifts.
- E. Trades will not result in the payment of overtime to either Officer involved, unless overtime would have been paid on a non-trade situation.
- F. Trades will only be permitted between Officers below the rank of Sergeant.
- G. Trades will only be permitted when the Officer's involved are capable of performing the assigned task.
- H. Any probationary Officer shall not be eligible to trade days off unless authorized by a Command Officer.
- I. All trades must be authorized by the Police Chief or his designee.

TO TRADE WORK DAYS

I, _____, request that
Officer _____ be allowed to work for me on
(date) _____ from (hours) _____ to _____.

Reason for Request: _____

I will repay the time on (date) _____
From (hours) _____ to _____.

(Signatures of Both Officers Required)

Date: _____ Time: _____

Approved by: (command officer) _____

ARTICLE 10. VACATION LEAVE

Section 1: **Procedure.** All bargaining unit employees in the Charlotte Police Department will be governed under this Article with the exception of those in the rank of Detective within the department, who shall not be considered in the vacation scheduling of all other bargaining unit employees. (Non-Supervisory and Supervisory units). No more than one detective will be allowed vacation leave at any given time. Vacation preference between detectives shall be by department seniority.

The time at which an employee shall take his vacation shall be determined by the Chief of Police or his/her designee with due regard to the wishes of the employee and particular regard for the needs of the service. Sufficient advance notice of not less than five (5) days prior to the date of the requested leave shall be given to the Chief of Police or his/her designee to allow him/her to make his/her vacation schedules and to arrange his/her working schedules accordingly.

The year shall be divided into two (2) periods for the purpose of vacation scheduling. May 1 through September 30 shall be known as the summer schedule. October 1 through April 30 shall be known as the winter schedule.

Employees who are entitled to one hundred sixty (160) hours or more of vacation per year may utilize no more than one hundred thirty six (136) hours during the summer schedule.

Employees who are entitled to one hundred twenty (120) hours of vacation per year may utilize no more than eighty (80) hours during the summer schedule.

Employees who are entitled to eighty (80) hours of vacation per year may utilize no more than twenty-four (24) hours during the summer schedule.

Employees who wish, and time is available, may utilize all of his/her vacation hours during the winter schedule.

Request for vacation leave shall be governed on a seniority basis and the seniority list broken into four (4) groups as follows:

- Group #1: Officers #1 through #5 on Seniority List
- Group #2: Officers #6 through #10 on Seniority List
- Group #3: Officers #11 through #15 on Seniority List
- Group #4: Officers #16 through #20 on Seniority List

Officers in Group #1 shall have their vacation requests in by March 15 for the following schedule and shall have their vacation requests in by August 15 for the following winter schedule.

Employees in Group #2 shall have their vacation requests in by March 25 for the following summer schedule and shall have their vacation requests in by August 25 for the following winter schedule.

Employees in Group #3 shall have their vacation requests in by April 5 for the following summer schedule and shall have their vacation requests in by September 5 for the following winter schedule.

Employees in Group #4 shall have their vacation requests in by April 15 for the following summer schedule and shall have their vacation requests in by September 15 for the following winter schedule.

Any employee electing not to request his/her vacation leave by the dates governing the group that he/she is in, may make his/her request on a first come, first serve basis after everyone else on the Seniority List has had the opportunity to make their requests.

If an employee has had his/her request in by the proper date that governs the group that he/she is in and is bumped by someone in the same group with more seniority, they will be notified and allowed to make another request in five (5) days before the next seniority group is granted any vacation time.

An Officer entitled to two hundred eight (208) or one hundred sixty-eight (168) or one hundred sixty (160) vacation hours may utilize two (2) weekends that he/she is normally scheduled to work

as part of his/her vacation leave per anniversary date. "Weekend" is defined as Friday, Saturday and Sunday. An Officer entitled to one hundred twenty (120) vacation hours or less may utilize one weekend that he/she is normally scheduled to work as part of his/her vacation leave per anniversary date. This requirement shall apply to Group Vacation Leave Requests as indicated under this section. There shall be no weekend limits for requests made after all Group Vacation Leave Requests have been scheduled. The City shall not make overtime payment, nor make scheduling changes that affect other Officer's normal work schedule in order to accommodate additional weekend leave requests beyond the annual Group Vacation Leave Requests. There shall be no weekend limits for requests made after all Group Vacation Leave Requests have been scheduled.

In order for employees to use a weekend scheduled to work for vacation purposes, the employee must utilize a minimum of thirty-six (36) hours of vacation leave. Once all Officers in each seniority vacation groups have selected vacation leave for summer/winter vacation, only then may a single vacation weekend day be scheduled. These single days shall be approved on a first-come first-serve basis and will be subject to all other vacation selection requirements under this section.

After the April 15th request for summer, and the September 15th request for winter, single vacation days will be allowed on a first-come first-serve basis. The Chief of Police or his designee must receive any single vacation day requests at least five (5) days prior to the date of the requested leave. Officers may request two (2) single weekend days in the summer and two (2) in the winter.

Overtime will not be paid to allow the use of single vacation days taken on the weekend.

Only two (2) officers will be allowed to take vacation on the same day.

All employees of the bargaining unit will be governed under Article 10 "Vacation Leave".

Single vacation days are considered days scheduled with twelve (12) hours or less of vacation leave time and may be used after all twenty-four (24) hour vacations have been used from June through August. Officers may utilize vacation leave during the Eaton County 4-H Fair Week event.

Section 2: **Eligibility.** All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits within the limits as prescribed herein. Vacation Leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until the employee has completed twelve (12) months of service, at which time he/she will be credited with eighty (80) hours of vacation leave.

Section 3: **Computation of Benefits.** The maximum amount of vacation leave earned per year for each regular full-time employee hired before July 1, 2011, shall be as follows:

| Years of Completed Service | Vacation Allowance |
|----------------------------|-------------------------------------|
| 1 through 3 years | eighty (80) hours |
| 4 through 10 years | one hundred twenty (120) hours |
| 11 through 15 years | one hundred sixty-eight (168) hours |
| After 16 years and over | two hundred eight (208) hours |

The maximum amount of vacation leave earned per year for each regular full-time employee hired on or after July 1, 2011 shall be as follows:

| Years of Completed Service | Vacation Allowance |
|----------------------------|-------------------------------------|
| 1 through 3 years | eighty (80) hours |
| 4 through 10 years | one hundred twenty (120) hours |
| 11 years and over | one hundred sixty-eight (168) hours |

Vacation leave eligibility shall be computed from the first full working day of the employee.

The amount of vacation leave charged to an employee during his/her leave shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence from duty. Vacation leave shall be charged against an employee in not less than one of his/her work day units until all work day unit amounts have been utilized. Any partial leave time hours remaining may be utilized as a partial work day and may be scheduled in accordance with all other vacation leave selection requirements under this section. Annual vacation leave allowance credit will be credited on the employee's anniversary date each year, following the employee's date of hire.

Upon request to the Chief or his/her designee employees may roll over up to forty (40) hours vacation time into the following year's vacation bank.

If an employee leaves the service of the City before completing one (1) year of work, he/she will receive no vacation pay. After the completion of one (1) year of employment, an employee leaving the City for any reason shall be paid for unused vacation.

ARTICLE 11. SICK LEAVE

Section 1: Procedure. Sick leave shall not be considered a privilege which an employee may use at his discretion; but shall be used in the case of necessity. To be paid sick leave, the employee shall notify his/her immediate supervisor or his/her department head prior to the time set for the beginning of his/her daily duty. If the immediate supervisor or department head is not available to be notified by the employee, the employee shall then give notice to an On-Duty Officer or Eaton County Central Dispatch. Failure to follow the above procedure will result in denial of the claim.

When absence is for more than five (5) scheduled duty days, the employee may be required to file a Physician's Certification unless the department head has personal knowledge of the employee's sickness or disability. A report form for sick leave, furnished by the City, shall be filled out immediately upon the employee's return to work.

Section 2: **Eligibility.** All regular full-time employees covered hereby shall be eligible to accumulate and receive sick leave benefits. Employees commence earning paid sick leave the first month of service up to the amount accumulated at the time of illness. An employee injured on any other gainful employment, outside of City employment, shall not be eligible for sick or disability benefits.

Section 3: **Computation of Benefits.** All eligible employees shall be entitled to sick leave credit of eight (8) hours for each month of service completed as of the last day of the calendar month, except that no sick leave credit can be earned during a leave of absence without pay. The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave. Sick leave credit will not be allowed in advance of being earned.

An employee may accumulate earned sick leave in an amount not to exceed four hundred eighty (480) hours; provided, however, an employee hired prior to July 1, 2011 may retain sick leave accumulated as of June 30, 2011 up to seven hundred twenty (720) hours which amount shall be that employee's maximum allowed accumulation. An employee's maximum allowed accumulation shall be reduced by the number of hours of sick leave used in each year (July 1 to June 30) in excess of the amount earned in said year, if any, but in no case will an employee's maximum allowed accumulation be less than four hundred eighty (480) hours. If an employee's actual accumulation is less than four hundred eighty (480) hours, earned sick leave shall be accumulated up to four hundred eighty (480) hours.

Payment of unused sick leave not to exceed the maximum accumulation authorized herein shall be made to the employee or to his/her beneficiary on death or retirement with the Municipal Employees Retirement System. Payment of half of the employee's unused sick leave accumulation will be paid to the employee upon his/her voluntary resignation after ten (10) full years of employment with the City.

Employees whose sick leave accumulation reaches the maximum allowed accumulation authorized herein shall be paid annually at

the rate of one-half ($\frac{1}{2}$) of the employee's regular hourly rate of pay for each hour of sick leave earned and unused in excess of the maximum accumulation as of June 30 in each year. Payment shall be made by July 31 each year based on the regular hourly rate of pay in effect on June 30.

Section 4: Pooling. If an officer has used up all of his sick time on illness, accident or injury, a fellow officer may voluntarily donate a maximum of eighty (80) hours per illness from his/her sick time to the officer in need of more sick time. The City shall in no way be responsible for settling differences of opinion. Donations of sick leave must be in writing. Computation of this benefit shall be from anniversary date of employment.

Section 5: Employee Responsibility. To be eligible for any sick leave payments, the employee must be available by telephone.

Section 6: Disability. Disability leave will be provided in conjunction with sick leave for long term critical illness or non job related injury for up to twenty six (26) weeks.

Disability leave will be approved after the proper forms are filled out and filed with the City Clerk (forms are available and must be requested from the City Clerk). This form will require that a doctor's certificate be attached. Written notice of the claim must be presented to the City Clerk's office within fifteen (15) days of the occurrence of the injury or illness for the Officer to be eligible for disability benefits.

Benefits will be provided for each full time Officer thirty (30) days from the date of employment. An Officer must be absent from work longer than fourteen (14) working days before he/she is eligible for disability benefits. Payments will commence on the fifteenth (15th) working day.

Disability benefits will not be paid for any claim covered by workers compensation, or for an injury that resulted from other gainful employment not with the City, or for suicide attempts, or from injury resulting from acts of war.

Successive periods of disability will be considered one period of disability unless subsequent periods of disability:

1. Results from causes entirely unrelated to the cause of the previous disability.
2. Commence after the Officer has returned to active full- time duty for the City for at least two (2) consecutive weeks.

Benefits will be paid in accordance with the following schedule:

| Week | Sick Leave | Disability | Total Hours |
|-------------|-------------------|-------------------|--------------------|
| 1 | 40 | 0 | 40 |
| 2 | 40 | 0 | 40 |
| 3 | 32 | 8 | 40 |
| 4 | 32 | 8 | 40 |
| 5 | 24 | 16 | 40 |
| 6 | 24 | 16 | 40 |
| 7 | 16 | 24 | 40 |
| 8 | 16 | 24 | 40 |
| 9 | 8 | 32 | 40 |
| 10 | 8 | 32 | 40 |
| 11 | 0 | 40 | 40 |
| 12 | 0 | 40 | 40 |
| 13 | 0 | 40 | 40 |
| 14 | 0 | 40 | 40 |
| 15 | 0 | 40 | 40 |
| 16 | 0 | 40 | 40 |
| 17 | 0 | 40 | 40 |
| 18 | 0 | 40 | 40 |
| 19 | 0 | 40 | 40 |
| 20 | 0 | 40 | 40 |
| 21 | 0 | 40 | 40 |
| 22 | 0 | 40 | 40 |
| 23 | 0 | 40 | 40 |

| | | | |
|----|---|----|----|
| 24 | 0 | 40 | 40 |
| 25 | 0 | 40 | 40 |
| 26 | 0 | 40 | 40 |

Section 7: Long Term Disability Insurance. The Employer shall provide long term disability insurance with a monthly benefit equal to 66 2/3% of the employee's regular wages up to a maximum monthly benefit of \$5000 for disabilities the duration of which exceed the maximum benefit under Section 6 of this article. Benefits paid under the long term disability insurance shall commence following the twenty-six (26) weeks of disability under Section 6 of this article.

Section 8: On-Duty Injury. In the event of an on-duty injury that requires an employee be absent from duty, the City shall provide that employee with the first seven (7) days of regular wages for those duty days that the employee was scheduled for duty.

Should the employee require further time to recover from injury, the employee shall be allowed to use any accumulated leave time to subsidize a Michigan Worker's Compensation Benefit payment up to the amount of the employee's normal bi-weekly wages. This shall continue until all leave time has been depleted, or until the employee is deemed fit to return to duty. In the event that the injured employee does not have sufficient leave time accumulated, the City shall provide a sufficient wage subsidy benefit for a six (6) month period along with Michigan Worker's Compensation Benefit payment up to the amount of the employee's normal on-duty bi-weekly wages. All other benefits under this Agreement shall be maintained and shall accrue during an employee's absence from duty when an employee has been injured in the course of duty.

ARTICLE 12. HOLIDAYS

The following are designated as holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, December 24, December 25, and December 31.

- A. Any employee who is scheduled on-duty for one of the aforesaid holidays shall be compensated at the rate of one and one half (1.5) times their hourly rate for time worked on the holiday and in addition receive holiday pay. An employee shall not be compensated with on-duty holiday pay if that employee was absent and unexcused for a scheduled duty day on the immediate calendar day prior to a holiday.
- B. With approval of the department head, and with adequate notice for payroll purposes, an employee may be compensated in the form of Earned Time Off in lieu of holiday pay.
- C. When approved by the Chief of Police or his designee, Detectives may elect to be scheduled on-duty for a holiday or be schedule off-duty and receive regular pay for a normal scheduled duty day.
- D. Holiday pay shall be computed from midnight when a holiday starts to midnight when the holiday ends. Should an employee's shift start or end on a holiday, that employee shall be compensated with holiday pay for the entire shift as scheduled. Should any employee start one or more shifts on any single holiday as listed above, that employee shall not be compensated for more than twelve (12) hours of holiday pay with the remaining be at a regular hourly rate. Should an employee be required to work more than twelve consecutive hours on any one holiday (00:01 hours to 24:00 hours), the employee shall be compensated in the form of holiday pay for each hour that employee worked on-duty during that twenty-four hour holiday period.
- E. Employees shall be compensated for holiday pay at a rate of twelve (12) hours of regular pay or eight (8) hours of regular pay should the holiday fall on a day that is routinely scheduled as a shortened work day. A shortened work day shall be determined by the department Master Schedule. An employee working an assignment under Article 9, Section 2(e)(f) of this Agreement shall receive holiday compensation for the shift that the employee is currently assigned at the time of the holiday. The holiday pay shall

be paid to the employee in the employee's bi-weekly payroll check. If an employee's approved paid leave time off (i.e., vacation, personal, sick, ETO, funeral) includes a period of time during which there is a designated holiday, the employee shall receive holiday pay for the time not worked on said holiday and his/her other paid leave accrual or allowance will not be charged.

ARTICLE 13. LONGEVITY PAY

All regular full-time employees in the active service of the City as of November 14 of any year shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment.

- A. Longevity pay shall be computed on a percentage of the employee's regular annual base salary or wage, excluding overtime pay or premium pay. The percentage computation shall be made on that basic salary which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which longevity pay is due.
- B. Longevity pay shall be based on full-time, continuous service. Following completion of five (5) years of such service by November 15th of any year and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Employees whose service with the City terminates for any reason, including retirement between November 15 dates, shall be eligible for a calendar months pro-rated payment of their longevity pay payable upon separation.
- C. Payments to employees who become eligible by November 15 of any year shall be due the subsequent December 1.
- D. The maximum longevity benefit is not to exceed fifteen hundred dollars (\$1,500.00) annually. The longevity payment schedule shall be as follows:

| Continuous Service | Annual Payment |
|---|---------------------|
| 5 years or more and less than 10 years | 2.0% of annual wage |
| 10 years or more and less than 15 years | 3.0% of annual wage |
| 15 years or more and less than 20 years | 4.0% of annual wage |
| 20 years and over | 5.0% of annual wage |

ARTICLE 14. HOSPITALIZATION – MEDICAL COVERAGE

Section 1: **Coverage Provided.** The City will contribute no more of the annual costs or illustrative rate and payments for reimbursement of co-pays, deductibles, or payments into health savings account, flexible spending accounts or similar accounts used for health care costs for single-person, two-person or full-family coverage for the Blue Care Network/HRA plan described in Appendix C which includes a five thousand dollar (\$5,000.00) deductible paid by the Employer, or an equivalent plan than the hard cap limitations contained in PA 152. Any substitute plan will contain provisions consistent with the plan described above and in conformity with State and Federal law. All costs in excess of the Employer’s contribution shall be paid by the employee by periodic payroll deduction. This coverage will not be provided at City expense in the case of an employee who is on a leave of absence without pay for more than thirty (30) days.

Dental. The City will pay 100% of the cost of Delta Dental Plan or its equivalent.

Vision Care.

(A) **VSP Plan.** The City will pay 100% of the cost of the VSP vision plan or its equivalent for single, two-person, or family coverage, but not for family continuation coverage. The City will pay 100% of the cost of a rider to the VSP vision plan or its equivalent to provide coverage for the purchase of prescription safety glasses for those employees required to utilize prescription safety glasses in the performance of their duties.

Section 2: **Health Care Savings Plan.** The City shall make available a Health Care Savings Plan with Municipal Employees’ Retirement

System (MERS) and with an MERS Health Care Savings account to save for health care related expenses. An employee may participate in the MERS Health Care Saving Plan as the participation agreement stipulates. The following participation agreement and guidelines of this plan shall be as follows:

Administration of Plan. The City agrees to act as Plan Administrator and maintain proper accounting and handling of employee/employer contributions in accordance with MERS, Internal Revenue Service (IRS) and provisions of this Agreement. The City shall provide the POLC a copy of the MERS Health Care Savings Program agreement. All contributions shall be deposited at MERS each calendar month. The Plan Administrator shall not receive fees or profit for administration duties. All rights and benefits shall be afforded to employee participants as described by MERS plan guidelines.

Employee Participation. Employees may elect to participate on a voluntary basis and shall make bi-weekly wage contributions in the course of employment. Once participating, an employee may not cease wage contributions. Existing non-participating employees and new hire employees shall be eligible for participation on a voluntary basis.

Contributory Groups. Each participating member shall be by individual group and defined by date of hire with the City.

Employee Contributions. Each group member shall designate a bi-weekly wage contribution amount and shall be subject to change with notice to the Plan Administrator. In addition, participating members may contribute lump sum payroll contributions when notice is given to the Plan administrator prior to a pay period ending date. In addition, participating members may elect to make post-tax contributions during and after employment. Their Plan Administrator shall not withhold any tax, FICA or Medicare from any contribution.

Employer Contributions. The City shall provide bi-weekly matching contributions as follows:
One Thousand Dollars (\$1,000) annually.
The bi-weekly monthly contributions of the City shall not be available to employees hired on or after July 1, 2012.

Employer maximum contributions shall be calculated per Fiscal Year (July 1 through June 30). Employer contributions shall be made in equal bi-weekly increments that total the employer's maximum annual contribution amount.

Separation from Employment. Should a participating member voluntary leave employment that member may make fund contributions utilizing funds from accrued leave time banks. These funds shall be contributed in the same manner (withholding exempt) as other contributions and in whole or in part to other retirement investment accounts designated by the member. Participating members shall not be required to make Mandatory Leave Conversions. Proper notice shall be made to the Plan Administrator on or before the last day worked.

In the event of involuntary termination of employment any contribution shall be determined by mutual agreement between the employee and the City.

Health Care Fund Rollover. Employees with contribution funds under Article 14, Section 4(a) may elect to have those funds rolled over to the MERS Health Care Saving account. Any employee electing a rollover option shall provide written notice to the City no later than thirty (30) calendar days after the signing of this Agreement.

Section 3: **Prescription Drug Coverage Benefit.** Effective as soon as possible, Prescription Drug Coverage shall require an employee co-payment of \$10 generic/\$40 brand name.

ARTICLE 15. GROUP LIFE INSURANCE

After completion of six (6) months of full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy with accidental death provisions at City expense in the amount of Twenty-Five Thousand dollars (\$25,000). Accidental death or dismemberment or death in the line of duty will result in double indemnity coverage.

ARTICLE 16. OTHER LEAVE

Section 1: **Funeral Leave.** A maximum of twenty-four (24) hours funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family, upon notice to the police

department. A maximum of thirty-six (36) hours of funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family if the funeral falls on the employee's scheduled weekend to work. A maximum of twenty-four (24) hours sick leave time may be utilized for attendance at non-immediate family funerals only upon specific permission of the Chief of Police. At management's discretion, additional leave may be granted for extenuating circumstances if authorized by the Chief of Police or Commanding Officer. Immediate family shall be interpreted as including: spouse, child, step-child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, great grandparents and grandchildren.

Section 2: Personal Leave Days. All full-time employees with at least one (1) year seniority shall be granted twenty-four (24) personal leave hours with pay. The intended use of such hours is for such purposes as doctor or dentist visits or other special events or contingencies not covered elsewhere in the contract, five (5) days notice shall be given to the Chief of Police or his representative to utilize this time. The five (5) day notice may be waived by the Chief or his representative in emergency situations. Personal leave allowance credit will be credited on May 1.

Personal leave days will be granted only when sufficient number of qualified personnel are available to meet contractual obligations and public safety requirements. At no time, except as noted hereafter, will management pay an officer overtime just to allow another officer personal leave. Personal leave days may not be cancelled by the Employer within five (5) calendar days of the approved time. Personal leave denied will state the reason for denial. Personal leave hours may be combined with Earned Time Off hours and/or vacation hours to make up a full day of leave. However, an officer may only use vacation hours if he has an accumulation of vacation hours remaining of less than one day or twelve hours.

Section 3: Family and Medical Leave Act (FMLA). An eligible employee shall be granted leave pursuant to the Family and Medical Leave Act (FMLA) for the purposes and under the terms and conditions as provided by law. For purposes of FMLA leave, the term "12-month period" shall be defined to mean a rolling 12-month period measured backward from the date an employee uses

FMLA leave. An employee shall first utilize any accrued paid leave: vacation leave, disability/sick leave or personal leave-prior to taking unpaid family leave.

Section 4: Critical Illness Leave. Employees may utilize personal leave, ETO or accumulated vacation for the purpose of surgery, critical illness or childbirth in the immediate family as defined in Funeral Leave (Article 16), Section 1. An employee's accumulated sick leave may be used for critical illness leave if accumulated personal leave and ETO have been used first. Permission must be authorized by the Chief of Police or commend officer.

ARTICLE 17. RETIREMENT

Each regular full-time employee, after six (6) months service with the City, shall become a member of the City's retirement system through Municipal Employees' Retirement System of Michigan (MERS).

The MERS 3.0 Multiplier with the F-50/25 wavier, FAC 5, 10 year vest, shall remain in effect for employees hired before July 1, 2012. Employees hired prior to July 1, 2012, shall contribute ten percent (10%) toward the cost of said plan.

Employees hired on or after July 1, 2012 shall be in a single group plan covering both non-supervisory and supervisory bargaining unit personnel. The plan will be the MERS Hybrid Plan with a 1.75% multiplier for the Defined Benefit portion of the plan together with F-55/25 waiver, FAC 3, 6 year vest provision. The Employer will pay the full cost of the Defined Benefit portion of said plan in accordance with actuarial requirements. The Defined Contribution portion of this Hybrid Plan shall be funded by the Employer in an amount equal to the sum remaining when the cost to the Employer for the Defined Benefit portion is deducted from 16.2%. The Employer's maximum total contribution to the Defined Benefit and Defined Contribution portions of said plan shall not exceed 16.2% annually.

The MERS Alternative Transfer Rule will be adopted to facilitate employees hired prior to July 1, 2012 transferring between the non-supervisory and supervisory units.

ARTICLE 18. SPECIAL MEETINGS

In the interest of sound and peaceful labor relations between the City and the Union, special meetings may be held by mutual consent of the City and the Union for the purpose of exchanging ideas, information and discussing problems or concerns of the parties that may arise during the duration of the Agreement.

Request and agendas for such meetings shall be presented by the City Manager and the Union President of the Union respectfully. If either party desires a special meeting they shall request the meeting in writing to the other party. Such request shall include an agenda of the topic or items to be discussed. Attendance at the meeting shall be limited to three (3) representatives of the City and three (3) representatives of the Union.

ARTICLE 19. PROMOTIONS

Section 1: **Definitions.** Promotion is defined as a position in a classification involving a higher rate of pay.

Section 2: **Purpose.** The purpose of this procedure is to establish a promotional system for full-time, non-probationary officers.

The City shall determine the duties of all positions subject to this procedure. This procedure shall apply when the City determines that a promotional vacancy exists and in no event shall it apply to temporary vacancies anticipated to last one hundred and twenty (120) calendar days or less to filling vacancies due to an officer being on sick leave, including Worker's Compensation Leave.

Section 3: **Vacancy.** When it is determined by the City that a promotional vacancy exists, the City shall post such promotional vacancy on the Department bulletin board for a period of ten (10) working days. Officers shall request in writing, to the Police Chief, their desire for promotional consideration. The City shall not be obligated to consider a request for promotional consideration from an Officer who has not submitted his/her request in writing "during the ten day posting period". The Union President may file on behalf of an Officer absent from work during the ten (10) day posting period. "Day" shall have the same definition as it has in the grievance procedure of the current Agreement.

Section 4: **Criteria for Promotion.** Promotions shall be made on the basis of the following:

- A. Written examination
- B. Oral Board
- C. Seniority
- D. Education

Section 5: **Eligibility.** Officers must have a minimum of four (4) years of law enforcement experience, two (2) years of seniority within the Charlotte Police Department and be fully empowered to enforce the criminal laws of the State of Michigan.

Section 6: **Written Examination.** An examination will be administered and scored by a company chosen by the City. The content of the written exam will be skilled approximately to the level of the position considered.

Section 7: **Oral Board.** An Oral Board shall be established to review applicants who have obtained a passing score on their written examination.

The Oral Board shall consist of the City Personnel Director/Clerk, and three (3) Command Officers from another department of equal or higher rank.

The Oral Board will elect a chairman who shall direct the operation of the Oral Board. The Oral Board shall produce a numerical score for each interviewee. The questions asked during this process will be consistent for each officer interviewed. A scoring sheet and guidelines will be provided to each member of the Board for each officer interviewed. Sixty percent (60%) of the Oral Board total numerical score shall be necessary for consideration for promotion. Oral Board scores shall be supplied to the Chief of Police. Oral Board members will be provided with a Feedback Information Sheet. The information contained on Feedback Information Sheets will be shared privately with individual candidates who request such a review. The author of each Feedback Information Sheet shall remain confidential.

Section 8: **Seniority.** Department seniority shall be scored on the basis of one-half (1/2) point per year of seniority up to a maximum of ten (10) points.

Section 9: Scoring.

Written Examination: Up to 40 Points
Oral Board: Up to 45 Points
Seniority: Up to 10 Points

Education: 5 Points Masters Degree in Criminal Justice or related field; or
4 Points Bachelor Degree in Criminal Justice or related field; or
2 Points Associates Degree in Criminal Justice or related field.

Section 10: Combined Scores.

80 to 100 Points - highly qualified
70 to 79 Points - qualified
below 70 Points - not qualified

Section 11: Selection. The Chief will select from the candidates who have the two (2) highest qualifying scores of at least seventy (70) points and above.

Section 12: Promotional List. A promotional eligibly list will automatically expire in one (1) year from posting. Only those identified as qualified candidates, a score of seventy (70) points or above, will be on the eligibility list. The rules of selection will be repeated for any promotional opportunities which occur during the life of the promotional eligibility list.

Section 13: Rights. The City reserves the right to hire and promote from outside the City, if no successful applicants are available from the bargaining unit.

Section 14: Upon Promotion. An officer who is promoted will assume his/her new responsibilities on the effective date cited on his/her notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

The officer may voluntarily return to his/her former position within six (6) months from the date of his/her promotion provided that

the officer shall forfeit his/her right to bid on further promotions for a period of one (1) year.

The officer will serve a six (6) month probationary period during which a formal review by the Chief of Police and City Manager will be made as to the officer's competence to perform the assigned duties of the new classification.

An officer will be returned to his or her former rank and pay classification upon an unsatisfactory review during his/her promotional probation period.

ARTICLE 20. DEMOTIONS

When an employee is demoted to a position in a lower classification, unless he is punished for just cause, he shall continue to receive his regular rate of pay.

If the employee requests a voluntary demotion or is being punished for just cause, he/she will be paid in the approved range of the lower classification.

ARTICLE 21. TRANSFERS

In the event of a newly-created position within the bargaining unit, employees will be given an opportunity to transfer on the basis of qualifications, ability to perform the work and seniority. The transfer of an employee from one department to another may be made only with the consent of the department heads involved and the City Manager.

ARTICLE 22. RATES FOR NEW CLASSIFICATIONS

When a new classification is to be established within the unit, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation.

ARTICLE 23. SALARY CLASSIFICATION

Section 1: While employed by the City, each full-time employee is designated as being in a classification level corresponding to his particular position. Each classification carries minimum and

maximum rates of pay, with a provision for increases according to a uniform schedule.

Section 2: All new hires shall be paid the minimum rate for the classification unless a higher rate is approved by the City Manager based upon the Officers previous law enforcement experience.

Section 3: Salary increases shall be made on the basis of service in the amounts and at the intervals as provided for in the salary appendix.

Section 4: The senior Patrol Officer on a shift that does not have a Patrol Sergeant scheduled shall be compensated with an additional \$1.50 per hour for all hours so scheduled and worked. If the Chief is on duty and a Patrol Sergeant is scheduled off the pay for acting rank shall not apply.

ARTICLE 24. UNIFORMS AND EQUIPMENT

The City shall provide the initial issue of uniforms and equipment for all Officers covered by this Agreement. In the selection, procurement and issuance of uniforms and equipment, the City will give due consideration to the items, numbers, materials and quality consistent to the needs, use, function and responsibility of the Officers. The uniform of the day will be prescribed by the Chief of Police. Current and up-to-date professionally done file photos and identification cards will be furnished by the City. A three hundred dollar (\$300.00) shoe/boot allowance shall be made on new uniform shoes as needed as approved by the Chief of Police or his designee. Probationary Officers will be furnished uniforms at the discretion of the Chief of Police or his designee. Uniforms and equipment for other Officers shall be furnished as follows:

Section 1: Clothing.

| | |
|------------------------------|-------------------------------|
| Four (4) pair trousers | One (1) winter hat (optional) |
| Four (4) short-sleeve shirts | One (1) hat with rain cover |
| Four (4) long-sleeve shirts | |
| One (1) jacket (summer) | |
| One (1) jacket (winter) | |
| One (1) raincoat | Two (2) ties |

Upon promotion to the rank of Detective, the Employer will reimburse up to five hundred dollars (\$500.00) for expenses incurred in purchasing civilian clothing. In addition, the Detective shall receive a clothing allowance of five hundred dollars (\$500.00) per year to be paid each quarter. The annual clothing allowance is to be used for the purchase of civilian clothing as required by his/her position.

Following ratification by both parties, the Employer will reimburse Detective Poortvliet up to five hundred dollars (\$500.00) for expenses incurred in purchasing civilian clothing.

Section 2: Equipment.

One (1) approved service handgun
One (1) complete set leather
One (1) pair handcuffs

All Officers will be provided with a body armor vest and must wear the full vest at all times when on duty unless excused by the Chief of Police.

Keys to the rear door of City Hall will be issued to each Officer. The Officer will sign for the key which will be turned in upon leaving the employ of the City.

Section 3: Cleaning of Uniforms. The City will arrange a suitable schedule for cleaning uniforms as necessary at City expense.

Section 4: Automobile and Equipment. In the procurement of motor vehicles for patrol purposes, the City shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the Officer involved.

Section 5: Reimbursement for Personal Property. Employees may be reimbursed for loss or damage to certain personal property that occurs in the line of duty. Reimbursement will be approved or denied in the discretion of the Chief or his/her designee.

ARTICLE 25. SAFETY/OFFICER CALL-IN

Considering the safety of the Officers, the City shall:

1. Insure that a minimum of two (2) certified Officers be on duty at all times, actively assigned to road patrol.
2. Allow Officers a rest and relaxation period when an Officer has completed a shift ending at/or between midnight and 06:00 hours on the day an Officer is required, by the Employer, to make an appearance at a work related event(s), and one (1) or more of the following circumstances exists:
 - a. An Officer has a court/hearing appearance for a period of four (4) or more hours prior to the starting a scheduled shift on the same day that Officer last went off-duty.
 - b. An Officer has a required work related follow-up, meeting, training, duty assignment or other required event that requires an appearance period of four (4) or more hours prior to starting of a scheduled shift on the same day that Officer last went off-duty.
 - c. An Officer has two (2) or more work related events that require appearance of any length of time prior to the start of a scheduled shift on the same day that Officer last went off-duty.
 - d. Officers shall be paid overtime pay for the required appearance time(s). As soon as possible after a notice is received, the Officer shall contact a Command Officer or Senior Officer On-duty and report the details of that Officers schedule and required appearance(s) that requires special consideration.

The Officer making the required appearance(s) shall have that Officer's next shift covered for up to six (6) hours for the purpose of rest and relaxation. An Officer may utilize either Earned Time Off, in

accordance with ETO use guidelines, or Sick Leave in the amount of the time that Officer was absent from scheduled duty.

3. In case of Officer sickness or absence from duty, the Officer in charge will contact Officers in the following order to work in an overtime capacity:
 - a. Officers going off duty in department seniority order.
 - b. Officers coming on duty in department seniority order.
 - c. Officers with shifts starting within two (2) hours.
 - d. Officers per department seniority roster.
4. If no officers are willing to work in an overtime capacity, officers may be ordered to work in inverse seniority order by a command officer or the Chief.
5. Officers called will work a minimum of two (2) hours. Involuntary shift extensions or involuntary call in shall be limited to six (6) hours maximum.
6. If an Officer working on an extended shift, requests to be excused after completing his/her regular scheduled work hours, and the request is granted by a command Officer, the Officer shall not receive overtime pay for the hours worked.
7. Any probationary Officer shall not be eligible to work overtime on road patrol, unless authorized by a Command Officer.
8. Patrol cars may have a minimum of two (2) Officers after dark at the discretion of the Command Officer and the Police Chief.
9. Insure that all certified Officers qualify twice yearly at the range.
10. Make periodic check of all ammunition and equipment.
11. Adopt the following:

DRUG TESTING

1. Purpose

- A. The Charlotte Police Department has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.
- B. The department and the employee may be liable for failing to address and ensure employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse, seriously impairs an employee's performance and general physical and mental health. The department, in order to, ensure an employee's fitness for duty as a condition of employment orders drug tests based on a reasonable objective basis; and to inform the employee that testing is a condition of employment.

2. Definitions

- A. Employee: All personnel employed by the Charlotte Police Department.
- B. Supervisor: Employees assigned to a position having day-to-day responsibility for supervising subordinates, or responsible for commanding a work element.
- C. Drug Testing: A urinalysis or other test administered under approved conditions and procedures to detect drugs.
- D. Reasonable Objective Basis:
 - 1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.
 - 2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

3. Policy

- A. Any statutory defined illegal use of drugs by an employee, whether at or outside police employment is strictly prohibited.
- B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.
 - 1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.
- C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.
 - 1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the employer/supervisor.

4. General

If the Chief or a Supervisor has a reasonable suspicion to believe employment has violated this policy the following procedure will apply.

- 1. Any employee suspected of violating this section will be given an immediate hearing with the following persons present:
 - a. Employee;
 - b. Employee's Union Representative, if requested;
 - c. Employee's Supervisor; if applicable;
 - d. Chief or his/her designee.

The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.

If it is determined by the Chief or his/her designee that the reasonable suspicion is substantiated the employee will be placed on administrative leave pending the results of an appropriate test.

- A. Said employee shall be required to submit to an immediate urine and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.
- B. Such test shall be given pursuant to the procedure as outlined in Appendix A or prior arrangements at a site determined by the department and union.
- C. The employee shall submit to such test and release of test results to the employer, failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.
- D. After the test has been given and the results known:
 - 1. The employee will be put back to work with full pay for time lost, should the test results be negative; or
 - 2. Shall be subject to discipline, including discharge, should the test results be positive.

5. Procedure

A. Drug Testing/Urinalysis

All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others in the testing procedure.

- 1. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, shall be the basis of discontinuing an applicant in the selection process.

2. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.
3. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.
4. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.
5. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused to test are not eligible for further consideration.
6. The results of drug tests on applicants shall be confidential and used for official purposes only.

B. Current Employees of the Department

1. The Chief or a Supervisor may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties.
2. Current employees may be ordered by the Chief or a Supervisor to take a drug test:
 - a. Where there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or
 - b. Where there has been the use of force involving a life threatening injury or death; or,
 - c. Where there has been serious injury to the employee.

C. A drug test may be part of a routine physical examination if such physical examination is required for promotion or specialized assignment, i.e., drug enforcement unit, evidence management,

or an assignment which places the employee in close proximity to drugs that may be abused.

- D. Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix B (See Pg. 43), or the use of prescription drugs without a prescription or the abuse of any drugs, will be submitted as a part of a written complaint by the supervisor, consistent with Item (c) above, requesting departmental action.
- E. Current Sworn Employees Assigned to a Drug Enforcement Unit

Any employee assigned to a unit which has a primary responsibility for drug enforcement shall be required (in addition to Item 2 above) to submit to periodic drug tests at the discretion of the Chief or his designee.

1. Prior to accepting a drug enforcement assignment, an employee shall execute written agreement and release stating that he/she fully consents to any medical, physical, psychiatric, psychological or other testing, including urine and/or blood for drug or narcotic substances.
2. The Chief or his designee shall select the date and time when each employee assigned will be tested. The test may be administered randomly without advance notice.

- F. The procedure for administering the urinalysis program is outlined in Appendix A of this policy. (See Pgs. 43-45)
- G. Responsibility

Failure to comply with these provisions may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow these provisions will result in immediate suspension from duty pending final disciplinary action.

APPENDIX A
Blood and/or Urinalysis Procedures

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening step, and
 - b. Confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. The confirmation procedure should be technologically different than the initial screening test.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and/or any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use NADA or MCOLES recommended laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatography/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second approved laboratory as outlined in B.5. if it is requested by the affected employee. If the second test is positive, the employee will bear the full cost of this test. In the event the second test is negative, the employer will bear the full cost of this test. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence-Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than sixty (60) days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods

- a. TLC (Thin Layer Chromatography, recommended for initial step), or HPLC (High Performance Thin Layer Chromatography).
- b. GLC (Gas Liquid Chromatography).
- c. GC/MS (Gas Chromatography/Mass Spectrometry – recommended for confirmation step).
- d. HPLC (High Pressure Liquid Chromatography).

2. Immunological Methods

- a. IA (Radioimmunoassay).
- b. EMIT (Enzyme Multiplied Immunoassay Technique) recommended for initial screening step.

APPENDIX B

| Drug/Metabolite | Decision Level |
|------------------------|-----------------------|
| Amphetamines | 1,000 ng/ml |
| Barbiturates | 300 ng/ml |
| Cocaine Metabolites | 300 ng/ml |
| Marijuana Metabolites | 100 ng/ml |
| Opiates | 300 ng/ml |
| Phencyclidine (PCP) | 25 ng/ml |

"The City agrees to indemnify and save the Union harmless against any and all claims, suits or other forms of liability arising out of the Drug Policy."

ARTICLE 26. TRAINING

The City will provide training to keep Officers updated on laws and procedures as interpreted by the State and Eaton County Courts at least once a year to Officers who are desirous of additional training. The Officer shall notify the Police Chief, in writing, of their desire to attend any law enforcement training schools and/or seminars. Attendance shall be at the discretion of the Police Chief and in accordance with the needs of the Department.

Training Notices: Notices of available law enforcement training schools and/or seminars will be posted by the City.

ARTICLE 27. MISCELLANEOUS

Section 1: **Addresses and Telephone Number of Employees.** Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of his correct mailing address and of his telephone number.

Section 2: **Resignation.** An Officer covered hereby who desires to resign must present his resignation in writing to the Chief of Police or City Manager. The resignation must be submitted two (2) weeks, exclusive of all leave time, prior to the date it is to be effective. Any employee failing to give such proper notice shall forfeit all leave benefits accrued under this Agreement.

Section 3: **Effect of this Agreement.** This Agreement supersedes any previous Agreement, verbal or written, between the City and any employees covered hereby.

Section 4: **Waiver Clause.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with

respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5: **Severability and Savings Clause.** If any provision of this Agreement, or 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 currently be restrained by any such Court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the City 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 provisions or supplement.

Section 6: **Conformance with State Law.** If State law is amended on a mandatory basis that would affect any provision in this contract, the contract shall be automatically amended to conform with the law on the effective date of such law.

Section 7: **General Orders.** The Employer shall have the right to amend, supplement and/or add to its General Orders during the term of this agreement, provided, however, the Employer will notify the Union President of any such amendments, supplements or additions at least five (5) days in advance of their effective date unless such notification time limit cannot be met because of any emergency. The General Orders will be read and signed for by all employees.

Section 8: **Bulletin Board.** An area will be provided for a Union bulletin board in the complaint room.

Section 9: **Payday.** Employees shall be paid on a bi-weekly basis via direct deposit to the employee's account with a financial institution capable of receiving electronic funds transfers.

ARTICLE 28. GRIEVANCE PROCEDURE

Section 1: **Definition of a Grievance.** A grievance is defined as a claim reasonably and logically founded on a violation of this agreement; any grievance filed shall refer to the specific provision alleged to

have been violated and it shall adequately set forth the facts pertaining to the alleged violation. Any claims not conforming to the provision of this definition shall be automatically denied as not constituting a valid grievance.

Section 2: Steps of Grievance.

Step 1. Whenever a grievance arises an employee and/or Chief Steward or Alternate Chief Steward shall, within seven (7) days of the occurrence, present said grievance verbally to the immediate supervisor. The employee and/or Chief Steward or Alternate Chief Steward shall suffer no loss of pay for the time spent with the supervisor to discuss the grievance. The immediate supervisor will respond to said grievance within five (5) days of its submission.

Step 2. If the grievance is unresolved through the oral step with the immediate supervisor, the grievance shall be reduced to writing on a form approved by the parties and shall be presented to the immediate supervisor. Said grievance must be filed within five (5) days of the immediate supervisor's answer in Step 1. A Step 2 written answer will be submitted within five (5) days.

Step 3. If the answer of the supervisor is not acceptable to the employee and the Union, the Chief Steward or Alternate Chief Steward shall present the grievance to the Chief of Police within five (5) days of the answer in Step 2. A formal meeting shall be held between the Chief of Police, grievant and Chief Steward or Alternate Chief Steward to discuss the grievance. The Chief of Police shall answer the grievance form within five (5) days after the formal meeting. The Chief will schedule the meeting at a reasonable time agreed upon with the grievant and/or union steward. If a meeting is not able to take place within fourteen (14) days after the grievance was presented, the Chief shall present his resolution in writing to the grievant and union steward.

Step 4. If the answer of the Chief of Police is not acceptable to the employee and/or the Union, the Chief Steward or Alternate Chief Steward shall present the grievance to the City Manager within five (5) days of the answer in Step 3. Upon presentation to the City Manager, a meeting shall be scheduled between the outside Police Officer's Labor Council Representative, Chief Steward or Alternate Chief Steward, grievant, Chief of Police, the

City Manager, and legal representatives for either party. The City Manager shall answer the grievance in writing, to the participants of the meeting, no later than ten (10) days after the meeting. At least one outside representative, Chief Steward or Alternate Chief Steward or grievant shall attend this meeting or the grievance shall be considered withdrawn by the Union.

Step 5. If the grievance has not been resolved in Step 4, the Union shall have the right to refer such grievance to arbitration within twenty (20) days after the answer of the City Manager.

The arbitration service to be used shall be the Federal Mediation and Conciliation Service.

Section 3: Rules of Grievance Processing.

- A. All grievances shall be in writing when presented at Step 2 of the grievance procedure and be signed by the grievant(s).
- B. All grievances shall include the Article, section number of the alleged violation.
- C. All grievances shall include the facts that gave rise to the grievance, and dates, times involved in the alleged violation and the remedy desired.
- D. All grievances must be filed within seven (7) days following the date of the occurrence giving rise to the grievance or within seven (7) days of when an employee reasonably should have knowledge of the occurrence.
- E. Management and Union representatives shall sign and date the grievance at each step, indicating receipt thereof and their answer(s).
- F. A grievance not processed to the next highest step within the time limits shall be deemed withdrawn by the Union.
- G. A grievance not answered by the City representative within the time limits may be advanced to the next step when the time for the answer has expired.

- H. Time limits within the grievance procedure may be extended by mutual agreement of the City and Union, in writing.
- I. Union representative may write, investigate, process and present a grievance in a manner that will not conflict with the faithful and proper performance of their required duties and responsibilities. Violation of this section may result in disciplinary action on the employee involved.
- J. "Days" as used in the grievance procedure shall be defined to exclude Saturdays, Sundays and all Holidays. "Days" for the procedures (time limits) are to begin at 12:01 a.m. the following day.

Section 4: Arbitrator's Power

The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure.

The decision of the arbitrator shall be final and binding upon the City, the Union and the Grievant. The expenses and fees of the arbitrator shall be shared equally by the City and the Union.

ARTICLE 29. EARNED TIME OFF (ETO)

All Officers covered by this Agreement shall have the option to exchange overtime hours worked for earned time off (ETO) at the rate of time and one-half (1½), under the following conditions:

- A. A maximum eighty (80) hour bank of ETO time will be allowed to be maintained by each Officer per contract year.
- B. Any usage of ETO will be charged and deducted from the ETO bank.

- C. The ETO option will be made during the pay period that it is earned. ETO shall be banked to the nearest one-half ($\frac{1}{2}$) hour or paid in full.
- D. ETO may be used in increments of one-half ($\frac{1}{2}$) hour but not more than twelve (12) hours. Up to twenty-four (24) hours in succession may be utilized exclusive of days off.
- E. An Officer may utilize ETO only with the approval of the Chief of Police or Command Officer.

No overtime pay will be allowed so ETO time can be taken. Management reserves the right to consider the needs of the Department and special events in determining whether to grant or deny requests to use ETO.

- F. Officers will be granted ETO in accordance with a first come, first serve basis.
- G. An officer desiring to utilize ETO in amounts of more than twelve (12) hours shall submit a written request to the Chief of Police or his/her representative no sooner than fourteen (14) calendar days before the requested time off and no later than seven (7) calendar days before the requested time off. Once approved management shall have the right to withdraw approved ETO requests, subject to I below.
- H. Accumulated ETO in any amount available shall be paid to the Officer upon request. Requests shall be made in the first week of the month with checks to be issued the last payroll of the month.
- I. Any officer previously approved for the use of ETO shall contact the on- duty command officer twelve (12) hours in advance of the start of the approved time off to verify that the prior approval has not been revoked. If a command officer is not available, the senior officer on duty will verify that adequate coverage is available to permit the use of the previously approved ETO. If not notified at the time of call-in that the time has been revoked, the officer will be granted the time off.

ARTICLE 30. DISCIPLINARY ACTION

Section 1: Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than negative or punishing procedure. Progressive discipline does not apply in matters warranting suspension or discharge.

Section 2: Whenever disciplinary action is taken against an officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

Section 3: Employees shall be permitted the presence of a Union representative if they so request at the time disciplinary action is initiated against the employee.

Section 4: In the event an employee is disciplined or discharged and he/she believes he/she has been unjustly disciplined or discharged, such shall constitute a case arising under the grievance procedure, provided a written grievance with respect hereto is presented to the Chief or his designee within five (5) days after such disciplinary action is taken. An employee who receives disciplinary action such as discharge may file a written grievance within five (5) days at Step 2 of the grievance procedure.

Section 5: The employee against whom the charges have been made may be represented at any hearing by a Union representative.

Section 6: In imposing discipline on a current charge, the Employer will not take into account or base the decision upon any prior discipline which:

- A. Occurred more than one (1) year before the current charge for verbal reprimands and counseling memos.
- B. Occurred more than two (2) years before the current charge for a written reprimand.
- C. Occurred more than three (3) years before the current charge if the employee was suspended with loss of time and/or pay or demoted.

Discipline is defined as verbal reprimands, counseling memos, written reprimands, suspension, loss of pay, demotion, and termination.

Section 7: In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at time of such discipline less any compensation earned by the employee during the period of time he/she was off work due to discipline.

Section 8: Probationary employees shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

Section 9: All disciplinary action taken against an employee with seniority shall be for just cause.

ARTICLE 31. CIVIC DUTY LEAVE

Employees required to appear for jury qualification or jury service and have been notified of such subsequent to their hire date shall be granted leave with regular pay for those hours they would have been scheduled to work, however any money earned as a juror, except the money received for mileage and meals, shall be turned over to the City. To qualify for jury duty pay, an employee must give immediate notice to his/her supervisor when notified of his/her selection by showing his/her Notice of Jury Duty, and must report for work immediately upon release from jury service each day.

ARTICLE 32. POLICE PROFESSIONAL LIABILITY

The City shall provide, through its liability insurance carrier, the following coverage for all officers covered by this Agreement:

1. False arrest, detention or imprisonment, or malicious prosecution.
2. Libel, Slander, or Defamation of Character; Violation of an Individual's Right to Privacy.

3. Wrongful Entry or Eviction or other Invasion of the Right of Private Occupancy.
4. Assault and Battery.
5. Discrimination.
6. Violation of Civil Rights.
7. Improper Service of Process.
8. Wrongful Acts as defined in the Liability Policy.

This coverage is subject to a one million dollar (\$1,000,000) limit per incident and a one thousand dollar (\$1,000) deductible per incident.

The deductible will be paid by the City and the provided coverage allows for legal assistance by an attorney of the City's choice.

ARTICLE 33. ICMA MATCH

The City shall contribute matching funds up to two thousand five hundred dollars (\$2,500) for all employees covered by this agreement who wish to invest in the ICMA 457 retirement plan. After the initial two thousand five-hundred dollar (\$2,500) match has been met, (annually), each employee shall receive an additional City contribution of one thousand dollars (\$1,000) per fiscal year. The one thousand dollar (\$1,000) match will be added in the payroll immediately following the payroll in which the employee's contribution amount meets or exceeds two thousand five hundred dollars (\$2,500) within the given fiscal year.

Employees hired on or after July 1, 2012 shall be ineligible for matching funds to the ICMA 457 retirement plan.

ARTICLE 34. EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575 shall have the rights provided under the Act.

**ARTICLE 35. AGREEMENT, RATIFICATION,
TERMINATION & MODIFICATION**

This Agreement incorporates all agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date, subject to the exceptions as stated in Section 2 of this Article.

Section 1: Ratification. The City's Negotiating Committee shall submit and recommend to the City Council that they ratify this Agreement only after the Union submits this Agreement to and receives ratification by the employees within the bargaining unit, and the City Manager receives from the Union written notification thereof.

It is specifically understood and agreed by the parties that, upon mutual consent of the parties, any Article, Clause, Section, Appendix, Attachment or Understanding may be reopened anytime during the term of this Agreement.

Section 2: Effective and Termination Dates. This Agreement shall become effective July 1, 2021 and shall continue in full force and effect until 11:59 p.m. June 30, 2024, and thereafter, for successive periods of one (1) year, unless either party shall, on or before the sixty (60) days prior to the expiration date hereof or each successive expiration date, serve written notice on the other party of a desire to terminate, modify, alter, change or amend, or any combination thereof, the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of May, 2021.

For the City:

For the Union:

Hon. Michael Armitage Mayor

Scott Blackwell
POLC Staff Representative

Mikayla Densmore, Deputy Clerk

POLC Local Representative

Erin LaPere, City Manager

APPENDIX A
WAGES

Listed below are the classifications which are covered by this Agreement with the corresponding annual salaries and the merit increases for each Step increase agreed to by the parties to this Agreement. Patrol Officer classification is established as a starting position for all patrol officers. Their status will then be adjusted as outlined in Article 23 (Salary Classification) of this Agreement.

| | Effective* July 1, 2021 | Effective* July 1, 2022 | Effective* July 1, 2023 |
|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| <i>Patrol Officers</i> | | | |
| Start | \$20.31 | \$20.71 | \$21.13 |
| One Year (12-24 months) | \$21.92 | \$22.36 | \$22.81 |
| Two Years (25-36 months) | \$24.17 | \$24.66 | \$25.15 |
| Three Years (37 months or more) | \$26.43 | \$26.96 | \$27.50 |
| <i>Detective</i> | \$27.28 | \$27.82 | \$28.38 |

*First full payroll period after the indicated date.

A shift premium of \$1.00 per hour shall be paid to officers assigned to work a relief shift.

Assignments to various positions within the unit shall be made by the Department. The Department will consider employee requests and an employee's certified need for light duty assignments, etc. In the event two or more employees request a transfer to a Department declared vacancy, the most senior qualified employee will be granted the transfer, provided that the Department may deny the most senior qualified employee's request if the

employee had previously requested a permanent assignment or otherwise for cause.

A one-time lump sum payment of \$500.00, not rolled into base pay, will be paid the second full payroll period after July 1, 2021.

APPENDIX B

TUITION REIMBURSEMENT:

The City shall provide tuition reimbursement for an employee to have ongoing education as a Criminal Justice professional. An employee eligible for an Educational Bonus under this Agreement shall not be eligible for tuition reimbursement.

Tuition reimbursement shall be in a Criminal Justice degree program, or other related courses approved by the Chief of Police. Tuition reimbursement includes class tuition, required books and lab fees related to the course. The employee shall be reimbursed only after that employee has successfully received a passing grade and provides proof of tuition payment and related costs. Tuition reimbursement shall not exceed one thousand dollars (\$1,000.00) per year for each year of employment following the employee's anniversary date of hire.

APPENDIX C