

AGREEMENT

BETWEEN

CITY OF MIDLAND

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)
MIDLAND

Effective July 1, 2021 through June 30, 2024

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ARTICLE 1
AGREEMENT

1.1: The following agreement, effective July 1, 2021, between the City of Midland, Michigan, hereinafter termed the “City,” and the Police Officers Association of Michigan, hereinafter termed the “Union,” is recorded in written form to meet the authorization set forth in Section 15 of the P.A. 336 of 1947, as amended, of the State of Michigan for a written contract incorporating any agreement reached.

1.2: City Representative. The Union recognizes the City Manager, or his representative, as the exclusive representative of the City in respect to, and except as otherwise may be specifically provided in the agreement, meet and negotiate exclusively with such representative.

1.3: Interpretation. Agreements to interpret provisions of this written agreement shall not be binding on the City unless interpretations are signed by such City representative and the local president of the Union. This shall not apply to rulings made at any step of the grievance procedure as detailed herein or to administrative actions taken to carry out the express provisions of this agreement.

1.4: Changes. Agreements changing the express terms of this agreement will be binding when signed by the City Manager for the City and the bargaining agent for the Union.

1.5: Union Representative. The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the City, and that neither its representative nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

1.6: Equal Rights. It is agreed that the City of Midland has a legal and moral obligation to provide equality of opportunity, consideration and treatment to all members of the Midland Police Department and to establish policies and regulations which ensure such equality of opportunity, consideration and treatment for all members of the department in all phases of the employment process. It is agreed that the City shall notify the Union of any new, permanent departmental orders, regulations and policies, and provide copy of same.

1.7: Union Management Meetings. The Union and management will hold meetings to discuss mutual concerns. Meetings can be called by either party.

1.8: The Local Financial Stability and Choice Act, 2012 PA 436, MCL 380.1-380.1853, 388.160-388.1772, 141.1541, et. seq., 423-201-423.217 provides that an Emergency Manager appointed under PA 436 may reject, modify or terminate the collective bargaining agreement.

ARTICLE 2
PURPOSE AND INTENT

2.1: This Agreement is also designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City to encourage more efficient and progressive service in the public interest.

ARTICLE 3
RECOGNITION

3.1: Bargaining Unit. The City recognizes the Union as the sole collective bargaining agent in respect to wages, hours, and other working conditions for all sworn police officers of the City of Midland, Michigan, excluding all officers holding the rank of Sergeant and higher. Such excluded officers shall not be eligible for membership in the Union. Probationary (new hire) employees are not represented by the bargaining unit for matters of discipline, discharge, or performance standards or evaluation. Probationary employees (new hire) may be represented for all other conditions of employment.

3.2: Employees. The police officers covered herein shall be called "employees" elsewhere in this Agreement.

3.3: Gender. The use of a specific pronoun referring to gender has no particular significance, as it is intended to apply equally to males and females.

3.4: Aid to Other Unions or Groups of Employees. The City agrees and shall cause its designated agents not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union or otherwise, unless such actions are authorized under state or federal law.

ARTICLE 4
UNION RIGHTS

4.1: Union Business. A Union officer or representative shall be allowed reasonable time off during working hours without loss of pay with the approval of the department head to conduct negotiations, handle grievance matters, represent employees at hearings at which the City is represented, and to represent the employee during investigations at the point where impending disciplinary action is evident. Such time shall not interfere with the scheduled work of the department or service rendered to the public.

4.2: Bargaining Sessions. In scheduling bargaining meetings, the schedules of employees voluntarily serving on the bargaining team shall be taken into consideration in an effort to minimize sessions during off duty hours but also minimize disruptions to normal public services. When in negotiations with the City, one member of the bargaining team shall be allowed off from each shift. A second member of the bargaining team shall be allowed off from any shift where the second member does not create overtime. Members from the night shift who are participating shall be allowed off duty from eight (8) hours prior to the start of the bargaining until eight (8) hours after the end of the bargaining session. Members participating from the day shift shall be allowed off duty from one hour before the start of the bargaining until one hour after.

4.3: Membership Meetings. The Union may conduct membership meetings on the premises of the police station, provided such meetings do not interfere with the work schedules of the department or services rendered to the public.

4.4: Bulletin Board. The City shall provide a bulletin board in the station at a mutually suitable location for use by the Union. It is agreed that materials posted on the bulletin boards shall not contain anything of a political or controversial nature or anything adversely reflecting upon the City, any of its employees, any labor organizations of its employees, or City policies.

4.5: Personnel File. An employee, on his request and by appointment, shall be permitted to examine his personnel file.

4.6: Meetings With the Chief of Police. The City agrees that meetings to discuss items of mutual interest may be called by either party to this Agreement.

4.7: It shall be the policy of the City that the home address, telephone number, and photograph of an employee will not be released to the public without his consent, unless contained in a document available under the State's Freedom of Information Act.

ARTICLE 5
UNION MEMBERSHIP

5.1: Union Membership. The City agrees that all employees in the bargaining unit shall either be members in good standing of the Union or pay an amount equal to the amount of Union dues, fees, and assessments to the Union. This provision shall be a condition of employment, and no employee who has satisfactorily completed thirty (30) days shall be retained by the City unless the employee either becomes a member of the Union or pays an agency fee equal to the dues, fees and assessments as specified above. The City, upon receipt of a written notice from the Union that an employee no longer meets the provision of this section, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that he has met the applicable provisions, prior to the expiration of the above mentioned thirty (30) day period.

5.2: Hold Harmless. The Union agrees to indemnify and save the City harmless against any and all claims, suits, and other forms of liability that may arise from the City's administration of this membership or in lieu payment provision.

ARTICLE 6
DUES DEDUCTION

6.1: The City, when so authorized and directed by an employee in writing upon an authorization form, will deduct once each month the membership dues of the Union, which will include percent monthly dues, local association dues, initiation fees, and lawful assessments in amounts designated by the Union. Said deductions to be remitted to the Financial Secretary of the Union.

6.2: Each remittance shall be accompanied by a list, setting forth the names of those from whom the amounts of dues and initiation fees were deducted.

6.3: The Union agrees to indemnify and save the employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employer's compliance with the provisions of this Article.

ARTICLE 7
PERSONNEL ORDINANCE

7.1: The provisions of subjects covered in this Agreement which are also covered by the City's Rules and Regulations and the City's personnel ordinance shall substitute entirely for any provisions for the same subject, and not in addition thereto.

7.2: Ordinance, Rules, Regulations. The City may adopt ordinances, fair rules, regulations, and directions which are not in conflict with the express terms of this Agreement. It is understood that rules and regulations will be administered in a fair manner, and employees are expected to comply with such ordinances, rules, regulations, and directions.

7.3: Equal Application. The provisions of this Agreement shall be applied equally and without favoritism or partiality to all employees in the Union. Neither the Union nor the City shall intimidate, coerce, or discriminate against any employees because of sex, marital status, race, color, religion, national origin or political party affiliation.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement, or belief by an employee that he has not been treated fairly in the application of ordinances, rules, and regulations.

- A. This grievance procedure is in addition to the meetings with the Chief of Police for processing issues and the safety concern resolution process, and of course, is in addition to bargaining for anew or extended contract.
- B. The parties agree that in making this Agreement, they have resolved for its term all bargaining issues which were or which could have been subject to discussion.

The employer and Union agree that this grievance procedure is structured to provide an expeditious and harmonious procedure for resolving grievances.

- C. The time limits described herein shall be followed by all parties.
- D. Nothing in this appeal procedure shall preclude the Police Officers Association of Midland, a police officer, or the City from attempting to settle any grievance informally, at any level. To promote orderly and cooperative relationships, such informal solutions are to be encouraged through meetings and consultations between the parties. In processing any appeal, the formal appeal process may be terminated at any time and at any level by mutual agreement of the parties without prejudice on either side.

8.2: Any individual employee may present grievances and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of agreement, provided that a representative of the Union has been given opportunity to be present at such adjustment. It is understood that "class action" grievances may only be filed by the Union if a dispute has the potential of affecting all members.

- A. The grieving employee and one member of the grievance committee, if choosing to participate, shall not lose pay for time off the job while involved at any step of the grievance procedure in meetings at which supervision or City representatives are present.

8.3: Time Limits. Grievances not submitted or appealed within the time limits specified shall be considered closed. All time limits in the grievance procedure may be extended by mutual agreement of the City and the Union in writing. In the event management fails to reply to a grievance at any step of the procedure within the specified time limit, the grievance may be appealed to the next step. In the event a grievance is not appealed from one step to another within the time limits specified, the grievance shall be considered as settled.

STEP A - Written - Supervisor. To utilize this entire appeal procedure, an employee or the Union must raise the grievance with his Supervisor within thirty (30) calendar days after he learns of the circumstances forming the basis of the grievance, or reasonably should have known of their existence. The grievance shall be submitted in writing at this step, and the Supervisor shall respond in like fashion within forty-eight (48) hours.

STEP B - Written - Chief of Police. If not resolved in Step A, the employee or the Union may submit the grievance to the department head or his designee. If appealed, the grievance shall be in writing and submitted within seven (7) calendar days from the answer in the previous step. The written answer of the department head or his designee shall be given within seven (7) calendar days.

STEP C - Director of Human Resources. If not resolved in Step B, the employee or the Union may submit the grievance to the Director of Human Resources of the City. If appealed, the grievance and the reasons that the department head's answer is not acceptable shall be in writing and submitted within seven (7) calendar days from the answer in the previous step. The Director of Human Resources shall conduct a meeting involving all parties. The Director of Human Resources shall give his written answer within twenty-one (21) calendar days from the submission of the appeal.

STEP D - Arbitration. If the decision of the Director of Human Resources is not satisfactory, an appeal may be made only by the Union to Step D-1 (Arbitration). Any written appeal to arbitration shall be filed within twenty-one (21) calendar days from the answer in the previous step. A copy of the appeal shall be filed with the Director of Human Resources.

1. Arbitration. This concluding appeal step is arbitration by an arbitrator, mutually agreed upon by the City and Union. If the City and Union fail to agree on an arbitrator within fifteen (15) days of the decision to appeal, the Union will then request from the Federal Mediation and Conciliation Service a list of arbitrators (in accordance with current FMCS rules). Selection of the arbitrator will be made by each party alternately striking a name from the submitted panel until one remains. The remaining name will then serve as the arbitrator. All

fees and expenses of the arbitrator shall be paid one-half (%) by the City and one-half (%) by the Union.

(a) Transcript. The City or the Union may request a written transcript of the Step D hearings by notifying the arbitrator prior to initial Step D hearing, by a written request with a copy of the request to the other party. The arbitrator, upon receiving such request, is then authorized to have written transcripts prepared. The original transcript shall be for the arbitrator with one copy for the party requesting the transcript. The fees and expenses for preparation and distribution of the transcripts shall be paid by the requesting party, and if both parties request transcripts, it shall be paid one-half (%) by the City and one-half (4) by the Union.

(b) Powers of Arbitrator Board. The arbitrator shall have no power to alter or modify any terms of this Agreement, any supplementary agreement, or any ordinance, rule, or regulation. In addition, the arbitrator may not rule on any matter except while this Agreement is in full force and effect between the parties.

(c) In the event a case is appealed to arbitration, and the arbitrator finds that he or she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

(d) Final Decision. There shall be no appeal from the arbitration decision, if made in accordance with the arbitrator's jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee, and on the Union.

8.4: Grievance Form. All written grievances shall be on forms mutually agreed upon between the City and the Union.

8.5: Special Discharge Procedure. In a case of a dispute or grievance covering the discharge of an employee, the dispute or grievance must be filed by the employee directly to Step C Section 8.3 - Human Resources Director within ten (10) calendar days of the discharge and, thereafter, following the procedure as outlined in Step C.

8.6: Whistle-Blowers Act. It is agreed between the parties hereto that the grievance mechanism of this agreement shall serve as the exclusive remedy for any member of the POAM (Midland) who asserts that he or she has had disciplinary action taken against him or her in retaliation for or arising out of whistle blowing activities. The intent of adding this language is that the arbitrator will have authority within the contract to make decisions of this type on this subject.

ARTICLE 9
SENIORITY

9.1: Seniority. There shall be two types of seniority in the City of Midland Police Department.

- A. Departmental Seniority. Departmental seniority shall be established as of each patrol officer's last date of hire which shall constitute his service date with the department. He shall receive departmental seniority dated back to such date of hire upon satisfactory completion of his probationary period. In the event two or more patrol officers are hired on the same day, the patrol officer with the highest total test score (in case of a tie, then by alphabetical order of surnames) shall have the highest seniority.
- B. Classification Seniority. Classification seniority is accumulated from the employee's initial entry date into one of two ranks (1) patrol officer or (2) detective, after successful completion of his probation period.
- C. Voluntary Reduction in Rank
 1. Voluntary Reduction in Rank from Detective. Detectives shall be allowed to receive a voluntary rank reduction. If a detective chooses a voluntary rank reduction back to patrol officer, he shall be placed into the opening that is available until the next shift selection sign up. At the next sign up the officer will sign for his shift according to his total department seniority. A detective choosing a voluntary rank reduction shall give the employer sixty (60) days notice.
 2. Reduction in Rank from Command Officer (Out of Bargaining Unit). An employee in a command officer position can voluntarily reduce his rank, or receive a rank reduction due to a demotion, provided there is a vacancy. Command Officers that return to a patrol officer position shall retain their department seniority for the purposes of pension and fringe benefits, and a new patrol officer classification seniority date will be established based upon the actual time the employee worked as a patrol officer, rounded in one month increments.

9.2: Seniority List. A seniority list shall be furnished the Union each quarter.

ARTICLE 10
JOB DESCRIPTIONS

10.1: It is agreed that the City's established job description procedure which has been used to describe all jobs shall continue to be used as the basis for establishing the rates for all new jobs and for measuring the extent to which the value of a job may be affected by any changes which may occur in existing job duties. This established job description procedure shall not be changed unless by mutual consent of the Union and the City.

10.2: In creating a new job, the City shall describe, in writing in a prescribed format, the job as the City wants it to be performed. The Job Description Committee, from the job description, shall use the established procedure to evaluate the job and make its recommendation to the Director of Human Resources as to the proper salary rate and classification for the job. Such recommendation must be made by the unanimous agreement of the Committee.

10.3: Whenever any changes are to be made in a job description which will involve additions or deletions of the work duties of the job, the revised descriptions shall be evaluated by the Job Description Committee the same as for a new job.

10.4: Recommendations by the Job Description Committee. The Union and the City agree that the unanimous recommendation of the Job Description Committee as to the proper classification and wage rate of a job shall be submitted to the Director of Human Resources. The recommendation may be rejected or approved by the Director of Human Resources. Such classification and wage rate, when approved by the Director of Human Resources, shall be included in the City's Compensation Plan. If rejected, the evaluation shall be returned with the reasons for the rejection to the Committee. If rejected a second time, the dispute may go to arbitration as described in the appeal procedure.

10.5: The Job Description Committee shall include a member of the Union's bargaining unit appointed by the Union in describing and evaluating any job included in this Agreement.

ARTICLE 11
PROMOTION

11.1: Promotion. In any case where the Director of Human Resources shall determine there is a vacancy to be filled in a position covered by this Agreement above the classification of Patrolman, it shall be filled through promotion.

- A. Rule of Five. The names of the five (5) employees receiving the highest scores on promotional examination criteria shall be certified to the department head.
- B. Requirements. Application procedure, qualifications, and promotional examination criteria and procedure shall be the responsibility of the Director of Human Resources.
- C. Experience. The experience requirements in the job descriptions for all positions above Patrolman and below Police Captain shall mean experience in the Midland Police Department, except when recruiting for the open competitive register under the requirements described below, and shall not be changed during the life of this Agreement unless by mutual agreement.
- D. Oral. A board used for oral examination shall consist of two (2) professional police officers appointed by the Director of Human Resources and the Director of Human Resources or his delegate.
- E. Final Score. Scores will be accessible to the appointing officer to assist in the evaluation of candidates for promotion.
 - 1. Minimum Score. The applicant must achieve a seventy (70%) percent score on the oral board.
- F. Minimum Qualified Applicants. In case more than one (1) vacancy is to be filled, five (5) names shall be certified for one vacancy and one additional name for each additional vacancy. When there are fewer than five (5) names available from the promotional list, the vacancy shall be filled from the open competitive register unless the appointing officer elects to appoint from such names as are available with approval of the Director of Human Resources.

11.2: Service Ratings. The Director of Human Resources shall prepare, or cause to have prepared and maintained, a system whereby department heads will report on the performance of all employees. Such reports shall be made at such times and in the manner prescribed by the Director of Human Resources. The rating reports shall be centrally maintained under the supervision of the Director of Human Resources. They shall be made

a part of the procedure having to do with promotions, demotions, and separation from service and other personnel status changes. When rated, each patrol officer will be rated by his supervisor. Efficiency reports will be kept on record.

ARTICLE 12
PROBATION

12.1: New Hire Probationary Appointment. In order that the department head may effectively participate in the selection process involved in the filling of positions covered by this Agreement, there is hereby established a probationary or working-test period. This period shall be up to eighteen (18) months duration after appointment and at the sole discretion of management. The City shall decide the ability, qualifications, aptitude, competence, and capacity of a new hire probationary employee to perform the required work.

12.2: New Hire Representation. Probationary employees are not represented by the bargaining unit for matters of discipline, discharge, performance standards or evaluation.

12.3: Promotional Probation. In order that the department head may effectively participate in selection process involved in the filling of positions covered by this Agreement by promotion, there is hereby established a promotional probationary or working test period. This period shall be up to twelve (12) months duration after promotion and at the sole discretion of management. The City shall decide the ability, qualifications, aptitude, competence and capacity of a promotional probationary employee to perform the required work.

12.4: Rejection in Case of Promotion. An employee promoted in any position in the City service and then rejected during probationary period shall have the right to resume the position from which they were promoted, unless that classification has been abolished. They shall resume their classification seniority. If the position has been abolished, they shall be placed at the head of an appropriate list for the same or lower class involving any position in the City in the classified service, whether or not that position is covered by this Agreement. The same procedure shall be followed in case a position is eliminated while being filled by an employee on probationary status. The procedure shall also apply to an employee when, by choice, they have elected during the probationary period to return to a position promoted from.

ARTICLE 13
HOURS OF WORK

13.1: Workweek. The wages set forth in the Compensation Plan, unless otherwise provided for herein, shall be for full-time service of not less than eighty-four (84) hours per biweekly pay period for all employees covered by this Agreement.

- A. The regular workweek shall be from 6:30 a.m. Sunday to 6:30 a.m. the following Sunday.
- B. Detectives and the Warrant Officer(s) will work eighty-four (84) hours per bi-weekly pay period and have a salary as set forth in the contract. Hours worked in excess of 84 hours per bi-weekly pay period will be paid at the applicable overtime rate. For Detectives and the Warrant Officer(s), the additional four (4) hours per pay period (over 80 hours) will be scheduled at the discretion of management.

13.2: Shifts. All patrol unit personnel shall work straight shifts. Management shall establish two (2) basic patrol shifts, the hours of which shall remain constant between postings, except for emergencies. The initial patrol shift hours shall be:

- 6:30 a.m. to 6:30 p.m. - 1st patrol shift
- 6:30 p.m. to 6:30 a.m. - 2nd patrol shift

All patrol division and patrol assignments will work a twelve (12) hour shift schedule or 42-hour work schedule.

13.3: Management shall have the sole discretion to establish, remove and/or change additional non-rotating patrol shifts and the hours thereof; however, the two basic patrol shift hours shall not be changed without the prior agreement of the Union, except for emergencies.

- A. Management shall have the sole discretion to:
 - 1. Determine the number of officers on each patrol shift, and changes therein; and
 - 2. Determine the experience level of the officers on each patrol shift to assure a balance of experience on each shift. Reassignment under this provision shall be done by reassigning the least senior employee.
- B. Posting of Shift Selection. The basic patrol shift assignments shall be posted each four (4) months as follows: On or about November 15, March 15 and July 15. Assignments to be effective January, May and September, respectively. The blank schedule shall be posted for a

three week period and patrol unit personnel will sign their preference in the order of classification seniority. Where more than one officer applies for a particular shift meeting the experience level determined, the senior officer shall receive the preference.

- C. Vacancies. Vacancies occurring on a patrol shift during a four (4) month period for any reason shall be filled by assignment.
- D. Nothing in this Article shall prevent the Chief of Police from removing and reassigning officers from a patrol shift at any time for cause. This shall include resulting assignments. If necessary, this decision may be appealed immediately to the Step C, Human Resource Director step of the grievance procedure.

13.4: Lunch Period. All shift patrol officers and shift detectives shall be allowed a thirty (30) minute paid lunch period. All day shift personnel, shall utilize a sixty (60) minute unpaid lunch. Less than a full sixty (60) minute lunch may be permitted at the discretion of the administration. For patrol employees who work a sixteen (16) hour shift, an additional thirty (30) minute paid lunch will be provided. Employee's lunch periods must be separated by six (6) working hours.

13.5: In order to fully utilize the role of the shift Supervisor as road supervisors, the shift Supervisor shall not be considered in the formula for minimum shift strength. In the case of patrol overtime, if the department is unable to obtain patrol officers for the overtime work then the Sergeants or Lieutenants shall be offered the opportunity to work the overtime.

13.6: Shift Trades.

- A. Trades authorized by a designated command officer.
- B. Paid back within scheduled posting period.
- C. Employee will receive pay when THEY work.
- D. Trades:
 - 1. Two patrol officers may trade.
- E. Leave may be substituted for traded hours.
- F. No multiple trades allowed.

ARTICLE 14
ASSIGNMENTS

14.1: Posted Job Assignments. Selection of employees to fill posted job assignments, other than patrol unit personnel which are provided for in Article 13.3 B, shall be based on a combination of employee's length of service, training, knowledge, experience, skill, and efficiency in comparison with other employees.

- A. Employees applying for assignments will be interviewed and/or tested.
- B. The selection of the individual(s) shall be made by the department head.
- C. To be eligible for consideration, an employee must make application in writing to the department head. An employee who is absent will be considered as an applicant.
- D. No employee shall make application for a job assignment unless he is willing to assume the duties of the job if he is selected.
- E. If no one makes application for the posted job, the assignment will be made by the department head.
- F. An employee applying for and not receiving the assignment shall have the privilege of a consultation with the department head for an explanation.
- G. The job assignment shall be posted for a period of one (1) week and shall contain the following information:
 - 1. A description of the job;
 - 2. Hours of work;
 - 3. The name of the current supervisor;
 - 4. Posting dates; and
 - 5. Application shall be in writing and presented to the department head.
- H. The employee receiving the job assignment shall be notified of his selection within one (1) week of the closing date, and the employee will assume his new position within a reasonable period of time.

14.2: This provision excludes all jobs requiring certification by the Director of Human Resources and temporary assignments of not more than sixty (60) days.

14.3: Working Group Assignments. Working group changes maybe made by:

- A. Two officers who mutually agree to change with the approval of the Chief of Police.
- B. The Chief of Police may initiate a change between officers for cause.
- C. All working group changes will be made in writing with a copy to each officer involved.

14.4: Shift Supervisor Rank. There shall be a command officer or an employee designated as a command officer on duty as a shift supervisor at all times of the rank of Sergeant or above.

14.5: Temporary Classification Assignments. When an employee is temporarily assigned to a higher job classification and assumes all of the responsibilities of the higher job classification, whether or not a vacancy exists for a minimum of one (1) complete workweek or a period of four (4) hours or more in any one (1) day in the case of assignment of a Patrol Officer to the position of Sergeant in the case of a Detective to Detective Bureau Supervisor because of absence or other assignment where the higher classified employee is not able to perform his command duties, the employee shall be paid Step A of the higher classification. These assignments shall be compensable for only the actual time on duty in the higher job classification.

14.6: The above provisions shall not apply in cases where an employee in the Patrol Officer job classification may be assigned to in-station duties or to the Sergeant classification when the employee requests such assignment for training purposes, whether or not there is a vacant position in the Sergeant job classification. The designation of the employees assigned to a higher job classification shall be made by the Chief of Police.

ARTICLE 15
COMPENSATION PLAN (WAGES)

15.1: Wages. The Compensation Plan for the employees covered by this Agreement is set forth in Exhibit "A" attached hereto.

15.2: The Compensation Plan shall not be changed during the life of this Agreement without the agreement of the POAM.

15.3: Establishment of Rates Within the Salary Ranges.

- A. General Provisions. The pay plan for employees covered by this Agreement provides for pay based on service and merit. The salary range for each classification shall be divided into six (6) pay steps or intervals, including the minimum or induction rate and the maximum rate, except the Detective position, which shall be divided into two (2) pay steps or intervals.
- B. New Appointments. A new employee will be paid at the minimum of the approved salary range for the position to which s/he is appointed. In exceptional cases, the City Manager may approve an appointment at a rate above the minimum pay step for the range, but not in excess of the maximum pay step for the range.
- C. Promotions. When an employee is promoted to a higher class position, or the position is allocated to a higher class, if below the minimum of the new class at the time of promotion or reallocation, the salary will be immediately increased to the minimum of the approved range for that class or to an amount at least equal to the current salary if above the new minimum at the time of promotion or reallocation. The rate will be established by the City Manager.
- D. Demotions. When an employee is demoted to a lower class position, or their position is reallocated to a lower class, s/he will be paid at a rate which is within the approved range for the lower class position or for the new class in which the position has been placed. The rate will be established by the City Manager.
- E. Voluntary Rank Reduction. When an employee chooses to take a voluntary rank reduction they will be returned back to the pay step that they held when they left that rank.
- F. Transfers. There will be no change in the salary rate of an employee who is transferred, unless the salary is below the approved minimum of the new position, in which case, the provision on promotions will

apply, or unless the salary is above the approved maximum for the new position, in which case the provision on demotions will apply.

- G. Reinstatements. When a person previously in the service is reinstated following demotion or dismissal, or is reappointed from an Eligible Register following layoff or demotion, the rate will be established by the City Manager.

15.4: Patrol Officer.

- A. Step "A" is the entrance pay step. For the first (1st) year after appointment the employee shall receive the rate of pay prescribed for step "A".
- B. Step "B" is the second step in the pay range. After the completion of the first (1st) year of service, the employee shall receive the rate of pay prescribed for step "B".
- C. Step "C" is the third step in the pay range. After completion of the second (2nd) year of service, the employee shall receive the rate of pay prescribed for step "C".
- D. Step "D" is the fourth step in the pay range. After completion of the third (3rd) year of service, the employee shall receive the rate of pay prescribed for step "D".
- E. Step "E" is the fifth step in the pay range. After completion of the fourth (4th) year of service, the employee shall receive the rate of pay prescribed for step "E".
- F. Step "F" is the sixth step in the pay range. After completion of the fifth (5th) year of service, the employee shall receive the rate of pay prescribed for step "F".

15.5: Detective.

- A. Detective vacancies shall be filled by assignment from a list of qualified and interested officers, at the discretion of the Chief of Police, and shall not be considered a promotion. If there are no qualified and interested officers, the Chief shall maintain the right to appoint a qualified officer. If a Detective chooses to be reassigned to the patrol unit, he/she will be reassigned only if a vacancy exists within the unit.
- B. For the first year after assignment to this classification, the employee shall receive the rate of pay prescribed for Step "A".

- C. After completion of the first (1st) year of service in this classification, the employee shall receive the rate of pay prescribed for Step "B".

15.6: Direct Deposit. Effective July 1, 2011, direct deposit of paychecks shall be mandatory for all POAM employees.

15.7: Compensation for K-9 Handlers. Employees who are assigned as K-9 handlers/keepers shall receive 30 minutes pay per day for K-9 care at time and one-half based on the reduced rate of one-half of their current hourly base rate. This payment will be automatic and the employee will not need to report this time on their bi-weekly time card.

For example: $(.5 * 1.5) * (31.8089 * .5) * 14 = \$166.99/\text{pay} * 26 \text{ pays} = \$4,341.74/\text{year}$

ARTICLE 16
OVERTIME

16.1: Definition. The regular work schedule shall be an average eighty-four (84) hours over a two (2) week period. Time and one-half (1-1/2) shall be paid for all hours worked over twelve (12) hours in any one day, or for hours worked on days off.

16.2: Emergency Overtime. In case of an emergency declared by the Chief of Police or the designated department commander, an employee shall work such emergency overtime as may be requested, unless the employee has a justifiable excuse of the type which would preclude attendance for normal duty.

16.3: Equalized Overtime. The City and the Union mutually agree on the principle of equal and fair distribution of overtime. Utilization of separate randomized call lists for each applicable overtime event shall help promote this principle.

16.4: Maximum Working Hours. An employee will not be allowed to work more than sixteen (16) consecutive hours in a work day, except in declared emergencies.

- A. Employees who have not had eight (8) consecutive hours off work may refuse additional overtime, except in emergencies or when no other employee is available, then the low seniority employee available may be ordered to work.

16.5: An overtime register shall list all eligible employees in order of seniority. Employees who request in writing to the Chief of Police, with a copy to the Union, that they do not wish to be included in any overtime assignments, will be indicated as such on the list. During emergencies as described above, or when there is a need to order personnel to fill the overtime, all personnel including those whom have requested to not be included in overtime assignments are eligible to work. Personnel on the overtime register shall provide a home or personal cell phone number. In order to receive group distribution overtime announcements, personnel shall provide a cell number and cell service provider or email address.

- A. At any overtime situation, an overtime fill list will be created with officers listed in random order using a computer generated randomization. Overtime shall be filled under the following guidelines:
 - 1. On posted events, officers will indicate their availability and will be selected to fill the event in order of their placement on the posted randomized list.
 - 2. Overtime announcements by group distribution with less than 24 hours' notice will be filled by the first officer to respond.

These notices should be sent between the hours of 7am and 10pm when practicable.

3. Overtime announcements by group distribution with more than 24 hours' notice will be filled by the first officer on the pre-printed randomized list, whom responds within the hour of the notice or the first to respond after the hour expires. These notices should be sent between the hours of 7am and 10pm when practicable.
 4. Phone call notices will use a pre-printed randomized list and contact available employees until position(s) filled.
- B. Whenever a situation arises where more employees are needed than agreed to work, the lowest employee qualified in terms of classification seniority shall be ordered to work.
 - C. When the need to fill overtime hours to fill a shift becomes known during the previous shift, these hours shall be filled by polling on-duty employees by a pre-printed randomized list. If hours are filled voluntarily, the employee shall be allowed to work the amount available up to four (4) hours. However, if the hours are filled by ordered overtime, that employee shall work only until the shift supervisor can fill the shift. Ordered overtime to fill a shift shall not exceed four (4) hours. The shift commander of the succeeding shift will fill the remaining hours from the overtime register as soon as practical.
 - D. Any questions arising under the provisions of this Article shall first be referred to a Union representative and the shift Supervisor, and if not settled after the first two (2) claimed violations, they will try to be settled by a conference with the Chief of Police or his designee. On the third violation, the conference will be set with the Director of Human Resources in an attempt to settle the matter. After the third violation, they shall go through the grievance procedure.
 - E. A new employee shall be added to the overtime register upon successful completion of step four of the FTO program.
 - F. Errors in distributing overtime will be corrected by giving the employee(s) concerned a chance to work the equivalent amount of unscheduled overtime next available without any undue hardship. The arbitrator may award payment for those hours the employee should have been given opportunity to work exceeding the criteria cited in Article 16.3.

- G. Overtime shall not be scheduled while on authorized leave, unless such employee indicates his availability during his leave, in writing, to the Patrol Lieutenant and the Union. Authorized leave shall begin at the end of the last scheduled shift worked. This will include pass days only when in conjunction with a full shift of authorized leave taken the last day of work before the pass days or the first day of work after the pass days. If any personnel were ordered to work overtime during these pass days, the authorized leave may not be rescinded by the employee.

16.6 Compensation – Evaluation/Treatment of On-the-Job Injuries. Employees will receive compensation for evaluation and treatment of on-the-job injuries in accordance with Article 31, Duty Disability, Paragraph 31.9.

16.7 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. There shall be no duplication, pyramiding, or compounding of any premium wage payments. Compensation, in any form, shall not be paid, nor compensatory time earned, more than once for the same hours worked.

ARTICLE 17
COURT TIME

- 17.1: Off-duty court time shall be paid at one and one-half (1-1/2) times the officer's base hourly rate, with a minimum pay of three (3) hours at time and one-half (1-1/2).
- 17.2: Court Time. Employees held over in court on a working day shall be considered as being on overtime for such additional hours.
- 17.3: Court time overtime hours will not be added to the overtime hours listing.
- 17.4: Employees assigned to the 2nd patrol shift and required to report for their regular shift after working court time shall receive paid administrative leave sufficient to allow for 8 hours of rest prior to reporting for their next regular shift.

ARTICLE 18
SHIFT PREMIUM

- 18.1: Shift Premium. Police officers who are assigned to and do work the afternoon, midnight and/or a jump shift, as part of their normal schedule shall receive a bonus per month as established below.
- 18.2: Shift differential will be in accordance with the following:

Patrol	
<u>Night</u>	<u>Jump</u>
\$130/month	\$50/month

ARTICLE 19
CALL IN PAY

- 19.1: The minimum pay for work performed when called in for work, unless prearranged, will be in accordance with the following:
- A. If notified 24 hours in advance, pay is 1-1/2 for actual time, or employee can work three hours for 1-1/2 pay.
 - B. If less than 24 hours notice, three hours at 1-1/2 pay.

This does not affect court time provision in Article 17, section 17.1.

19.2: Meetings/Committees. Meetings/Committees shall not be considered call-in and will not be subject to the provisions of 19.1. Unless otherwise agreed upon, compensatory time at the rate of 1 ½ hours will be earned for actual hours spent for attending meetings/committees while off-duty.

ARTICLE 20
LONGEVITY

20.1: On the first hourly payroll in December, all full time police officers having completed either five (5), ten (10), fifteen (15), or twenty (20) years of continuous employment in a full time capacity shall receive annual longevity payments in the following manner:

- A. After completion of five (5) years continuous service: 3-1/2% of annual salary.
- B. After completion of ten (10) years continuous service: 5.0% of annual salary.
- C. After completion of fifteen (15) years continuous service: 6-1/2% of annual salary.
- D. After completion of twenty (20) years continuous service: 8.0% of annual salary.

All percentages shall be applied to the annual salary amounts identified in the wage rate attachment in effect during the first hourly payroll in December of the given year.

20.2: It is further provided that continuous service shall include authorized paid leaves of absence.

20.3: Employees hired prior to July 1, 2011 will remain at the longevity percentage established for their years of continuous service as of the payment in December 2013 for the remainder of their employment.

20.4 Employees hired prior to July 1, 2011 who are not yet eligible for longevity payments will receive a longevity payment of 3.5% of annual salary after completion of five (5) years of continuous service and will remain at 3.5% of annual salary for the remainder of their employment.

20.5: Employees hired into full-time service on or after July 1, 2011 will not be eligible for longevity pay.

ARTICLE 21
BONUS PAYMENTS

21.1: College Benefits. A police officer who holds a two year Associate's Degree in Police Administration from an accredited school shall receive four hundred dollars (\$400) additional compensation which shall be paid on the first hourly payroll in December. Officers who have a Bachelor's Degree in Police Administration from an accredited college shall receive seven hundred fifty dollars (\$750). Officers who have a Master's Degree in Administration shall receive one thousand dollars (\$1,000). Eligible officers receiving their initial bonus must have been awarded their degree prior to June 30 of the fiscal year immediately prior to the December payment.

21.2: Warrant Officer Bonus. Police officers assigned under Article 14 to the position of warrant officer as of December 1 of the year to be paid shall receive seven hundred fifty (\$750) dollars additional compensation which shall be paid on the first hourly payroll in December.

ARTICLE 22
COMPENSATORY TIME

22.1: Notwithstanding the provisions of Articles 13, 16, 17, and 23 of this Agreement regarding payment of overtime and off duty court time, an employee may request that he be credited compensatory time off at the rate of one and one-half (1-1/2) times the actual hours worked in lieu of premium payment. The employee shall schedule such time off credited to him in one hour increments or more by making the request prior to the beginning of the shift. This request must be approved by the commanding officer of the shift who will make a judgment based on the needs of the affected shifts.

- A. Compensatory time off will be counted against the "no more than two (2) patrol officers may be scheduled at any one time for vacation from a shift" statement in section 29.4.
- B. Compensatory time can be accumulated up to 84 hours. Overtime pay earned above 84 hours will be paid to the employee in the first pay period thereafter.
- C. Effective the first payroll in January 2011, compensatory time balances greater than 42 hours as of December 31, 2010 will be paid to the employee. Compensatory time balances greater than 42 hours as of December 31 each year thereafter will be paid out in the first payroll of the following January.
- D. Public appearances and officers training others on behalf of the department in accordance with department rules and regulations will be compensated at time and one-half (1-1/2) compensatory time when carried out during off duty hours.

22.2: Overall Training Guidelines – Voluntary and Mandatory

- A. A training location that is 50 or more miles from the Law Enforcement Center is considered training out of town.
- B. Adjusting Schedules. Using Article 16.4 as the guideline, schedules can be adjusted when the officer's work schedule may not allow for sufficient off time between the officer's shift(s) and the training occurrence.
- C. Training When Not Staying Overnight.
 - 1. When on duty – If total number of training hours accrued does not equal day's duty hours then remainder spent at the department on duty. If total number of training hours accrued

is more than day's duty hours, then training bank time at time and one-half (1-1/2) will be compensated for voluntary training and compensatory time or pay at time and one-half (1-1/2) will be compensated for mandatory trainings for the additional time accrued beyond the day's duty hours.

2. When off duty – refer to 22.3A and 22.4A
 3. Travel time will be included in compensation for voluntary and mandatory training when training is out of town as defined in 22.2A.
- D. Training Out of Town – Three or More Days. Employee will submit regular hours scheduled for that period. Travel time does not apply.
- E. Training Out of Town When Staying Overnight. Employees will use a day-for-day guideline. Travel time does not apply.
- F. Upon departmental approval, personal vehicles may be used for transportation to training. If approved and the training venue is outside of Midland County, mileage reimbursement will be calculated from the point of training to either the LEC or the Officer's residence, whichever is closer as calculated by the administration, using a mapping system (ie. Google Maps). Mileage compensation will use the published State of Michigan mileage reimbursement rate. Training within Midland County will not qualify for mileage reimbursement.

22.3 Compensation for Voluntary Training

- A. Voluntary training, as approved by the Chief of Police, when not scheduled during an employee's normal work day, and when the employee does not stay overnight, shall be compensated as training bank time at time and one-half(1-1/2). This section applies only to employees who are being trained. It does not apply to any employee who is involved in any other work related activity.
- B. For purposes of time off, training bank time shall be administered the same way as compensatory time off as described in Section 22.1 and 22.1A.
- C. Training bank time hours accumulated must be taken off within the fiscal year in which the hours were earned. If the accumulated hours are not taken off within 365 days, the City will schedule time off for the employee. This section applies only to employees who are being trained and does not apply to any other work-related activity.
- D. Specialized Unit Training (i.e. SWAT, Dive Team, K-9, Honor Guard) will be compensated according to 22.3.

22.4 Compensation for Mandatory Training

- A. Mandatory Training, when not scheduled during an employee's normal work day, shall be compensated at time and one-half (1-1/2) compensatory time or pay upon the employee's election.

22.5 School Resource Officer (SRO) Compensatory Time. School Resource Officers required to attend school events outside of their regular shift shall flex their schedule to accommodate the event or with approval of the Police Chief, shall receive compensatory time for the additional hours worked.

ARTICLE 23
HOLIDAYS

23.1: Holidays Paid. The following holidays are hereby specified:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

23.2: All holidays shall be a twenty-four (24) hour period from 6:30 a.m. of the holiday itself until 6:30 a.m. of the day after the holiday.

- A. Employees shall be paid for holidays in accordance with the following. Provided, however, that the employee is not on an unpaid leave of absence nor laid off.
- B. Vacation or authorized leave properly prearranged shall not interfere with any provisions of this section.
- C. The Chief of Police shall determine whether non-patrol employees will, or will not, be assigned to work on any of the above-named holidays. All other employees shall work the same as any other day, unless the employee can trade shifts and then only with the approval of his department head.

23.3: An employee meeting the criteria of this Agreement shall be paid eight (8) hours pay at his base rate (not to include any shift differential) for the holidays specified for the day on which the holiday falls. This extra day's pay will not count as a day worked for purposes of computing overtime.

23.4: One and one-half (1-1/2) times the normal rate of pay shall be paid in addition for all work performed on the holidays specified during the employee's normally scheduled hours on the holiday and double time for all other hours on the holiday. For patrol personnel, all holidays shall be a twenty-four (24) hour period from 6:30 a.m. of the holiday itself until 6:30 a.m. of the day after the holiday. For non-patrol personnel, all holidays shall be a twenty-four (24) hour period from 11:00 p.m. of the day immediately preceding the holiday to 11:00 p.m. on the holiday itself.

ARTICLE 24
CLOTHING AND CLEANING

24.1: Clothing Provision. The City will provide uniforms and other articles of clothing which the City requires the employees to wear when on duty. Dry cleaning or laundering of uniforms and approved plainclothes will also be provided.

ARTICLE 25
HEALTH AND DENTAL INSURANCE

25.1: Health Insurance.

A. Eligibility. The City shall provide employees with the following health and hospitalization insurance (or equivalent) as described below. For newly hired employees, this insurance will be effective 30 calendar days after the date of hire.

B. Health Plan Options.

Employees shall have the option to choose from the following health plans each year during open enrollment:

1. BC/BS Community Blue PPO 3 with the BC/BS Traditional Plus PPO dental plan (50%, \$800 max) and VSP 12/12/12 vision plan. Employees enrolled in this plan shall pay 10% of the premium through payroll deduction.
2. BC/BS Community Blue PPO 14/0% with the BC/BS Traditional Plus PPO dental plan (50%, \$800 max) and VSP 12/12/12 vision plan. Employees enrolled in this plan shall not pay a premium share, provided the total premium cost for the PPO14 plan does not exceed the employer cost of the Community Blue PPO 3 plan (employer cost is 90% of the PPO3 plan premium). For purposes of maintaining a zero premium share for employees, the City is authorized to institute plan design changes to establish an employer cost that does not exceed the employer cost of the Community Blue PPO 3 plan.
3. High Deductible Health Plan with Health Savings Account. BC/BS Simply Blue HDHP with \$2,000 single and \$4,000 family annual deductible with no medical co-pays after deductible and \$10/\$40/\$80 prescription co-pay after deductible; BC/BS PPO dental (100/75/50, \$1,000 max) and VSP 12/12/12 vision plan.

The City agrees to contribute 50% of the premium savings between the PPO 14 plan and the Simply Blue Plan into a Health Savings Account.

4. Employees shall also have the option of opting out of the City Health Insurance Plan in exchange for a cash payment determined and paid for by the City from time to time.

C. Prescription Drug Rider.

Effective July 1, 2009, the prescription drug plan shall be modified to a co-pay of \$15 for generic drugs and \$30 for non-generic drugs. A 90-day supply of prescription drugs may be purchased for two (2) times the regular co-pay.

D. Mandatory enrollment of spouse in spouse's employer health care plan is not required.

25.2: The City shall continue to pay the premiums for retired employees, their spouses and dependents in accordance with the following table provided, however, in the event of divorce or remarriage of the spouse, the City's obligation to pay premiums for the spouse's insurance will cease. In the event of the death of a retired employee who had selected a survivor option from the pension system, the employee's spouse and any dependents shall be eligible to be included in the City's group health insurance plan with the City's contribution percentage equal to the particular status category as provided herein, that the retired employee would be in if his death had not occurred. Spouse of record is spouse at time of retirement.

Upon attaining the age of Medicare eligibility, all eligible retirees shall enroll in both Medicare Part A and Part B and are obligated to pay any premiums for Medicare Part A & B. Once a Retiree is eligible for Medicare A and B coverage, the City's plan will provide supplemental coverage to Medicare. The City may provide a Medicare Advantage Plan with equivalent coverage instead of the supplemental coverage.

25.3: Employees hired into City employment on or after March 1, 1997 will be eligible for continued medical insurance coverage when they retire from the City, providing they pay 50% of the premium. The City will pay the other 50%. Employees hired on or after March 1, 1997 do not contribute to the pre-funding of retiree health care.

25.4: Retiree's Hospital and Medical Insurance. Employees hired on or after July 1, 2011 are not eligible to participate in the City retiree health insurance plan. Employees hired on or after July 1, 2011 will participate in a Health Care Savings Program. Beginning July 1, 2022, the Health Care Savings Program will consist of contributions equal to 3% of the employee's wages by the City and 1% of the employee's wages by the employee, for a total of 4%. The 1% employee contribution is mandatory. A vesting period of 3 years will apply for all employer contributions to the Health Care Savings Program.

Employees hired prior to July 1, 2011 who retire on or after July 1, 2013 shall have the choice of the PPO3 or PPO14 plans described in 25.1 above, or the PPO plan in place at the time of their retirement. The health plan selection for retirement is made on an irrevocable basis. The premium contribution toward the monthly cost of retiree health insurance is defined in the following chart:

Status		<u>City Contribution Percent of Total Cost</u>	<u>City Hire After 3-1-97 through 6-30-11</u>
1.	Retiree - under age 46	60	50
2.	Single - age 46 or over	100	50
3.	Single - age 46 or over with dependents		
	Employee	100	50
	Dependents	60	50
4.	Married - employee age 46 or over, and spouse under 46		
	Employee	100	50
	Spouse	60	50
5.	Married - employee age 46 or over, and spouse, age 46 or over		
	Employee	100	50
	Spouse	100	50
6.	Married - employee age 46 or over, and spouse age 46 or over, with dependents		
	Employee - Spouse	100	50
	Dependents	60	50
7.	Disability pension (however disabled) includes spouse and dependents, if any	100	100
8.	While on a deferred retirement	-0-	-0-

25.5: Disabled Employee. The City will continue to pay the premiums for insurance for employees, their spouses, and dependents who are disabled through injuries that are service connected as provided in this Agreement.

25.6: Deceased Employee. The City shall continue to pay the health insurance premiums for the spouse and dependents of employees killed or fatally injured in the line of duty, but limited to twenty-four (24) months for non-duty death; providing, however, such obligation to pay the insurance premiums shall cease on the spouse upon remarriage of the spouse.

- A. Spouse of record is spouse at time of retirement- hereinafter referred to as spouse.

ARTICLE 26
LIFE INSURANCE

26.1: Life Insurance.

A. General Description. Each employee will be provided with a life insurance policy in the amount of \$75,000 term insurance and an additional amount of \$75,000 AD&D insurance.

26.2: The City shall pay one hundred percent (100%) of the cost for the term life insurance.

26.3: The City's responsibility for making life insurance premium payments for an employee ceases upon termination or after thirty (30) calendar days on an approved unpaid leave of absence.

ARTICLE 27
RETIREMENT - PENSION

27.1: Retirement. All employees shall be included in the retirement program provided for under Retirement Act No. 345, P.A. 1937, as amended, of the State of Michigan.

27.2: Multiplier. The multiplier used for retirement benefit calculation purposes shall be 2.625% for the first 25 years of service and 1% after 25 years of service for employees, in accord with the provisions of Act No. 345, P.A. of 1937, subject to subsection 27.3(A) below. Effective July 1, 2001, the multiplier used for retirement benefit calculation purposes shall be 2.7% for the first 25 years of service and 1% after 25 years of service for employees, in accord with the provisions of Act No. 345, P.A. of 1937, subject to subsection 27.3(A) below. Employees hired on or after July 1, 2011: The multiplier used for retirement benefit calculation purposes shall be 2.25% in accord with the provisions of Act No. 345, P.A. of 1937, subject to subsection 27.3(A) below.

Effective: January 1, 2018

- A. Employees hired prior to July 1, 2011: For service time earned on or after January 1, 2018, multiplier will bridge down from 2.7% to 2.5% for the first 25 years of service and 1% after 25 years of service.
- B. Employees hired on or after July 1, 2011: For service time earned on or after January 1, 2018, multiplier will increase from 2.25% to 2.5%.

27.3: Employee Contribution.

- A. The employee's contribution shall be 8.0% of payroll. Employees hired after July 1, 2011: eligible wages include overtime and lump sum payments. Leave time payouts are excluded.

27.4: Final Average Compensation. The Final Average Compensation (F.A.C.) for retirement calculations will be the average of the highest annual compensations during a period of the highest three (3) years of service contained within the last ten (10) years of service. Employees hired after July 1, 2011: The Final Average Compensation (F.A.C.) for retirement calculations will be the average of the highest consecutive sixty (60) months of service contained within the last ten (10) years of service. Leave time payouts at separation are not included in the F.A.C. calculation.

27.5: Non-Duty Death. Effective July 1, 1987, the non-duty death in service survivor's pension shall be payable to a surviving spouse, if any, upon the death of a member with 10 or more years of service.

27.6: Minimum Retirement Qualification. The minimum amount of years of service to qualify for retirement is 23 years of service with no minimum age required. Employees hired after July 1, 2011: The minimum required amount to qualify for retirement is 25 years of service with 50 years of age or age 60 with no minimum years of service. These employees are vested after ten (10) years of service or at age 60.

Vested members who defer their pension will receive their benefit on the date which they would have had twenty-three (23) years of service (if hired before July 1, 2011) or twenty-five years of service and had attained 50 years of age, or age 60 regardless of years of service (hired on/after July 1, 2011).

27.7: Cost of Living Allowance. Effective 7/1/04, twenty-five (25) years of service and out with COLA, 1% per year simple at 5, 10, 15 and 20 years. Spouse would receive 60% of retirement benefit at the time of member's death and would continue to receive remaining COLA on her 60%. (This would also pertain to Option I or II). Employees hired after July 1, 2011 are not eligible for any cost of living allowance.

27.8: Death During Disability Retirement. Disability retirement survivor's pension shall be paid to a surviving spouse, if any, upon the death of a member on disability retirement. The survivor benefit will be 60%. Spouse at time of disability retirement is spouse of record.

27.9: Annuity Withdrawal. At retirement, employees may exercise the option of withdrawing their accumulated contributions with interest, and thereby forfeiting the portion of their retirement allowance which was financed by their contribution. The rate of interest shall be determined according to the table prepared by an independent agency, and which has been adopted by the Retirement Board of the City of Midland Police Officers and Fire Fighters Retirement System. The employee must pay one-half of annuity actuarial cost if the employee requests annuity cost analysis and does not choose the annuity retirement option.

27.10: Duty Handgun. Upon full retirement in good standing from the Midland Police Department, an officer shall be awarded their issued duty handgun and a magazine upon state required transfer of ownership. The Chief of Police shall determine what constitutes retirement in good standing.

ARTICLE 28
LEAVES OF ABSENCE

28.1: Leaves - Generally. No employee may be absent from his job without an approved leave. An approved leave shall be any leave with pay as specified in this Agreement or leave of absence without pay as described in this Agreement. Absent from duty without approved leave or following an approved leave for three (3) consecutive work days shall be deemed a resignation from the City service by the absentee. Upon a report of such absence by the department head to the Director of Human Resources, the absentee shall be removed from the City service. If, any time within ten (10) days thereof the person so absenting himself shall make satisfactory written explanation to his department head of the cause of his absence, he may be reinstated in his position. If the department head does not reinstate the employee, he may file a grievance as if a discharge had occurred.

ARTICLE 29
VACATION

29.1: Vacation. Employees shall receive annually on January 1, the days of paid vacation leave as shown on the following schedule to be taken during the calendar year:

<u>Years of Service</u>	<u>Hours</u>
One through four years	96
Five through nine years	136
Ten through fourteen years	160
Fifteen through nineteen years	176
Twenty through twenty-four years	192
Twenty-five years or more	208

29.2: Years of service shall be the number of full years of employment with the City to be reached during the calendar years beginning with the particular January 1st date.

29.3: On each January 1st crediting date following the employee's entry to the department, whether or not the employee has completed the first six (6) months of his probationary period, the number of vacation hours credited to him shall be proportional to the number of months of the preceding calendar year of twelve (12) months he was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the tenth (10th) of that month. Even though vacation hours may be credited to him, an employee must first successfully complete the first six months of his probationary period before he may use the vacation hours. If the hours credited to him on January 1st total less than forty (40) hours, he shall be permitted to borrow the difference from the second January 1st crediting. Between completion of said probationary period and the first January crediting, if applicable, an employee may borrow up to forty (40) vacation hours from his first crediting.

A. Days of paid vacation leave, not to exceed forty (40) hours, may be carried over from one calendar year to the next calendar year and with the approval of the department head and Director of Human Resources, every third year one hundred sixty (160) hours may be carried over to take an extended vacation. In addition, the employee shall be paid for any unused vacation due him for that year when he leaves the City service.

1. With written notice by January 30 for the upcoming fiscal year, and pending final budget approval and guidelines established for all City departments by the City Manager, an employee may buy back up to forty (40) hours vacation once each fiscal year. The "Buy-Back" will be in full hour increments, paid at the employee's base wage. Any such hours paid will not be included in any overtime consideration.

29.4: Vacation schedules shall be developed by the department head in accordance with procedures described herein. Vacations will be picked by seniority on each shift. During each January, employees will choose one week vacation picked according to the number off within rank and seniority. This will be subject to change every four (4) months, if necessary, according to shift selection picks. For 12-hour shift personnel "one week" shall be defined as a minimum thirty-six (36) hour block. Patrol Officers may select their vacations within a two week period following the tri-annual shift selections. Patrol Officers who are assigned to a shift may select vacation times in increments of at least one work week for any one vacation period, unless he has fewer than thirty-six (36) hours of vacation remaining, at which time he may choose to use the remaining increment of vacation time as one vacation period. After selection of the minimum one work week blocks, any Patrol Officer may utilize their remaining vacation hours on a first come basis. No more than two (2) Patrol Officers may be scheduled at any one time for vacation from a shift. Training time and sick time will not have an impact on this in accordance with past practice.

29.5: Employees are required to give advance notice, twenty-four (24) hours prior to the start of their shift, of their intent to utilize vacation.

29.6: Vacation schedules for other bargaining unit members shall be developed by the department head. It shall be the policy of the department to schedule vacations over as wide a period as possible in order that service of the department maybe available at all times.

29.7: Vacation will be taken in four (4) or six (6) hour increments.

- A. An employee may receive his earned paycheck prior to leaving on vacation provided that he makes his request to the Finance Department at least ten (10) days prior to the start of his vacation.

ARTICLE 30
SICK LEAVE

30.1: Sick Leave with Pay. Each employee shall be allowed ninety-six (96) hours of sick leave per year. On each January 1st crediting date following the employee's entry to the department, whether or not the employee has completed the first six (6) months of his probationary period, the actual number of sick leave hours credited to him shall be proportional to the number of months he was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the tenth (10th) of that month. Even though sick leave hours may be credited to him, an employee must first successfully complete the first six (6) months of his entry level probationary period before he may use the sick leave hours. If the hours credited to him on January 1st total less than forty-eight (48) hours, he shall be permitted to borrow the difference from the second January 1st crediting. Between completion of said probationary period and the first January 1st crediting, if applicable, an employee may borrow up to forty-eight (48) sick leave hours from his first crediting, if necessary.

- A. Approval of the Director of Human Resources or designate shall be required on all requests for sick leave. Medical certification will not generally be required to substantiate sick leave absences of two (2) consecutive working days or less; however, medical certificates or in lieu thereof, a signed written statement from the employee setting forth the reasons for sick leave, may be required at the discretion of the City for each absence, regardless of duration, should the City have reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate, falsely setting forth the reasons for the absence, or failure to obtain the medical certificate shall constitute just cause for disciplinary action or dismissal.

30.2: Unused Sick Leave. Unused sick leave may be accumulated and shall be paid as follows:

- A. After an employee has accumulated 120 sick leave days (960 hours), he/she shall be permitted to accumulate additional sick leave days. He/She shall continue to earn 12 days (96 hours) per year and shall be paid for 75% of that year's unused sick leave days. Payment shall not exceed 9 days (72 hours) in any one year. Fractions will be rounded up and paid to the next highest day. The remainder of sick days (hours) earned shall be credited to the employee's bank.
- B. In the event of death, retirement, or job related total disability of an employee, the City will at such time pay to him or to his estate, one half (1/2) of his accumulated unused sick leave not to exceed four hundred eighty (480) hours at his base pay in effect at such date.

30.3: Utilization. An employee may utilize his sick leave allowance in one (1) hour increments upon approval of his department head or his designate and the Director of Human Resources, for absence due to his illness or injury and for absence due to illness or injury of others as specified below:

- A. Illness or Injury. Sick leave may be utilized by an employee in the event of his illness or injury, or for illness or injury in his immediate family which necessitates his absence from work. "Immediate family" in such cases shall be a wife, husband, child, brother, sister, parent, parent-in-law, spouse's brother or sister, brother's spouse, sister's spouse, son-in-law, daughter-in-law, or other relative living in the same household. Sick leave may not be utilized for illness or injury to an employee if the sickness or injury arose from work at non-City employment where that employer is providing at least some compensation for time lost because of the illness or injury.
- B. Substitution of Vacation for Sick Leave. When an employee has used all of his earned sick leave and is unable to return to work, vacation may be substituted for sick leave, if requested by the employee, for the balance of the period of disability or until all vacation has been used.
- C. Extensions. In addition to the provision for borrowing in section 30.1, of this Article, an employee may borrow additional hours of paid sick leave if the employee is unable to return to work after the employee has exhausted all of his accumulated sick leave and vacation hours. The number of sick leave hours he may borrow upon written request shall not exceed thirty-six (36) hours for each full year of employment with the City. This provision may be used on multiple occasions. Subject to the conditions above, the employee may choose to borrow once during each uninterrupted illness or disability. Any hours borrowed shall be paid back from sick leave hours the employee may earn after returning to the job or deducted from any compensation otherwise due the employee at termination. Additional extensions beyond those described above are not permitted.

ARTICLE 31
DUTY DISABILITY

31.1: Workers' Compensation.

- A. An employee injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Workers' Compensation Laws of the State of Michigan. An employee shall not be required to use his sick leave for absences due to "on the job" injuries.
- B. Return to Work. Employees injured on the job and medically released to work light duty shall first be accommodated within their department and then the bargaining unit, in that priority. If no accommodation can be made, the Human Resource Director may offer the employee a light duty assignment in another City position as per current state statutes. The Human Resource Director shall determine the qualifications of the position and the employee's ability to perform the job. Employees will not be required to fill positions in other bargaining units. Employees shall continue at the same level or pay and benefits.

31.2: Base Salary. In addition to the minimum amount required by law, the City shall pay to the employee an additional sum. This additional sum shall be the difference between his base salary and the said Workers' Compensation payment for any period of disability of not more than twenty-six (26) weeks from the date of injury.

31.3: Use of Paid Leave. The employee may thereafter use earned sick leave, vacation leave, or personal leave days in one-half (1/2) day increments in addition to the Workers' Compensation payment for a total sum not to exceed his base salary for any weekly period.

31.4: Insurance Paid by City. The City shall pay the City's share of health and life insurance costs while the employee is receiving Workers' Compensation only during the time that the City is compensating the employee, in addition to Workers' Compensation payments as defined in this section.

31.5: Retraining Program. The City will pay the City's share of health and life insurance costs while the employee is actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation.

31.6: Insurance Available to Employee. Those employees not eligible for City paid health and life insurance as described in this section may arrange with the City to continue the health and life insurance coverage by paying the full cost each month prior to the monthly billing for said insurance to the City.

31.7: Holiday Pay. Employees receiving only Workers' Compensation are not eligible for holiday pay.

31.8: Other Benefits Affected. The employee shall not continue to earn vacation, sick leave, or other benefits not specifically permitted in this Agreement while receiving only Workers' Compensation payments.

31.9: Compensation – Evaluation/Treatment of On-the-Job Injury. Employees ordered to have an injury evaluated at the City designated physician/medical facility shall not be charged paid leave time for the initial evaluation and treatment and shall be compensated at their regular straight time rate through the end of their shift. No additional compensation shall be paid should the injury evaluation/treatment extend beyond the end of their regular shift. Upon approval of their supervisor, the employee may flex his/her work schedule on an hour for hour basis for time spent in injury evaluation/treatment beyond the end of their regular shift. This flex scheduling must be used within two weeks from the evaluation/treatment date and may include adjusting the start or end time of subsequent regularly scheduled shifts. This provision shall not apply if the employee is admitted to the hospital.

Employees requiring follow-up evaluation and/or treatment and are regularly scheduled to work a shift during which the medical provider/facility is not open will, upon approval of his/her supervisor, flex his/her schedule on an hour-for-hour basis to facilitate the follow-up evaluation/treatment scheduled during off-duty hours. Hours to flex shall be calculated beginning with the scheduled start time of the appointment through the conclusion of the appointment. This flex scheduling must be completed within two weeks of the evaluation/treatment date and may include adjusting the start or end time of subsequent regularly scheduled shifts. No additional compensation will be paid for time spent on follow-up evaluation and/or treatment.

ARTICLE 32 FUNERAL LEAVE

32.1: Funeral Leave. It is the intent of this provision to provide bereavement leave to employees to enable their attendance at funerals, and/or attend to matters directly connected with the death, involving their immediate family as defined below. In case of death in his immediate family, a regular full time employee shall be granted up to three (3) shift days up to and including the funeral date. Extenuating circumstances that require funeral leave to extend longer than the allotted time, or other than allowed in this policy, shall require the recommendation of the Police Chief and the approval of the City Manager or his designee, which approval rests within the sole discretion of that person. Immediate family is defined in Article 30.3, Section A, and shall also include the employee's grandparents for this purpose.

ARTICLE 33
MILITARY LEAVE

33.1: Military Leave. Any permanent employee who is inducted into the Armed Forces of the United States or joins the Armed Forces in lieu of being inducted, under provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service. After being honorably discharged from his first tour of duty, such employee will be reinstated to his former position or one comparable to it as may be required by state or federal law, provided:

- A. He makes application for reinstatement within ninety (90) days after his release from military duty or from hospitalization continuing after discharge for a period of not more than one year.
- B. He is physically and mentally qualified to perform the duties of the position if it still exists.

33.2: If an employee is not qualified to perform the duties of such a position by reason of disability during such service, he shall be placed in such other position, the duties of which he is qualified to perform as would provide him with like status, and pay, or the nearest approximation thereof consistent with circumstances of his case. If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.

33.3: Any permanent employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program, shall be granted such leave upon presentation of proper documentation by his commanding officer. He shall be paid by the City the difference between the amount he received for such training and his full salary.

33.4: Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training units or by the Michigan National Guard shall be paid by the City the difference between the amount he received for such duty and his salary for each day of duty not to exceed five (5) working days. However, should at any time the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on full military leave.

ARTICLE 34
PERSONAL LEAVE

34.1: Personal Leave. Effective each July 1, permanent employees shall receive forty-eight (48) personal leave hours which must be used prior to the following July 1st. Use is subject to departmental approval. Personal leaves requests will not be rejected if the requested leave does not create overtime. Personal leave will be taken in four (4) hour increments.

ARTICLE 35
PARENTAL LEAVE

35.1: Parental Leave. An employee shall be eligible to use accrued vacation and sick leave for a period of up to thirty (30) calendar days for paid leave of absence for childbirth and child care. Sick leave may be used only during the period of spouse's disability as certified by treating physician. If a longer leave is desired, employees shall be granted a leave of absence upon their request, for childbirth and child care, without pay or benefits, subject to recommendation of the department head as to how the work of the employee will be accomplished, including a request, if needed, for additional help either permanent or temporary. Such unpaid leave shall be termed parental leave. Approval of the Director of Human Resources is required prior to paid or unpaid parental leave authorization.

35.2: Benefits. No seniority or benefits will accrue during the time the employee is on unpaid parental leave. The employee must arrange for continuing insurance and hospitalization at no cost to the City.

35.3: The following requirements shall apply to employees who select this leave:

- A. The request for parental leave shall be submitted in writing to the Director of Human Resources ninety (90) days prior to the date the leave is to begin, unless circumstances clearly preclude opportunity for such notice. The employee must submit to the Director of Human Resources proper certification by the employee's physician of her pregnancy and probable date of birth.
- B. During the period between the employee's request for parental leave and the effective date of her leave, the employee may continue to work provided that the employee submits monthly medical reports, on forms provided by the City, indicating her ability to perform fully all the duties of her position.
- C. Approved parental leave will begin on the effective date requested by the employee or on the date the employee is no longer able to fully perform all of the duties of the position.

35.4: Parental leave will also be available for an employee who adopts a baby, or for an employee who is the father of a baby. This form of leave will start on the date the baby becomes a resident in the employee's home. If a replacement is not necessary during the employee's absence, he/she may return to his/her former position at the termination of the parental leave. If a replacement is necessary, the employee may return to the City service at the termination of the leave to a position of the same class if a position exists at that time. If no position is available, the employee will be placed on the eligible register for the earliest possible placement.

35.5: If an employee fails to return to work within six (6) months after termination of pregnancy, her employment is terminated. For the employee who is the father of a baby who fails to return to work within six (6) months of the date the baby becomes a resident in the employee's home, his employment is terminated.

35.6: Family and Medical Leave Policy. An employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the City's FMLA Policy in addition to all other relevant sections of this contract.

ARTICLE 36
LEAVE OF ABSENCE WITHOUT PAY

36.1: Leave of Absence Without Pay. All requests for leave of absence without pay shall be made in writing by the employee desiring the leave. Such requests shall set forth fully the reasons for the request of such leave, the date when such leave would begin and end, and a statement of the desire and intention of such employee to return to the service of the City at the expiration of the leave. Such request shall be transmitted to the City Manager by the department head with a statement of his approval or disapproval of the request, his plan for taking care of the work during the absence of the employee and if necessary, his request for certification of an eligible person for appointment to the temporary vacancy. No leave of absence shall be effective until formally requested as stated above and approved by the City Manager, except that when leave of absence is made necessary through sudden illness or injury or service of country or state, the department head may grant such leave without a signed statement from the employee; and the approval thereof, if given by the City Manager, shall be retroactive.

- A. Leave of absence may be granted for good cause. The following causes may be deemed proper: temporary physical disability and study or training of value in connection with the service being rendered to the City. Requests for leave shall not be granted to permit an employee to take employment outside the City service except temporary military service or military service for an indefinite period of time in case of war or civil insurrection.
- B. An employee who has been on leave of absence and reports back to the appointing officer of his department at the expiration of such leave shall be reinstated to his former position. In any case where the position formerly filled by an employee on leave has been discontinued because of lack of funds or lack of work, the returned employee shall be placed at the head of the appropriate eligible list for reinstatement to a corresponding position in the City service.
- C. Time spent on an unpaid leave of absence of over three (3) work days shall be deducted from an employee's service credit in determining vacation and sick leave or longevity benefits.
- D. During an unpaid leave of absence, the employee shall maintain but not accrue seniority.
- E. During the first thirty (30) days only of an unpaid leave of absence, the City will continue to pay its share of insurance premiums. However, in case of an unpaid leave of absence for physical disability beyond thirty (30) days, the employee may continue to be included in

the City's group insurance plans for up to one year at his cost upon his making payment arrangements in writing, satisfactory to the Director of Human Resources.

ARTICLE 37
LAYOFF AND RECALL

37.1: Layoff. In the event of layoff and recall, the following order shall govern, provided always, the employee seeking to exercise his classification seniority to continue working must be qualified to perform the work required:

- A. Probationary patrol officers shall be laid off first, in the order of last hired, first laid off, as long as the employees left can perform the work.
- B. In the event of further layoffs, the patrol officer or detective with the lowest departmental seniority shall be laid off next, and so on in such order.
- C. Should a layoff occur in the Police Command ranks, an employee in a sergeant position can bump into a patrol officer position, provided there is a vacancy. Sergeants that return to a patrol officer position through layoff shall retain their department seniority for the purpose of pension and fringe benefits, and a new patrol officer classification seniority date will be established based upon the actual time the employee worked as a patrol officer, rounded in one month increments.

37.2: In the event of a recall, the procedure above shall be reversed, and officers (patrol or detective) will be recalled in order of highest classification seniority, provided, however, they remain qualified to perform the job required.

37.3: During any layoff, new employees shall not be hired until all employees, first those with seniority status and then those with probationary status, on layoff who are qualified have been given the opportunity for recall.

37.4: Employees on layoff who have refused recall or have been on layoff for two (2) years shall be terminated.

ARTICLE 38
RESIGNATIONS

38.1: Resignations. Any employee resigning from his position, whenever possible, shall give sufficient advance notice of his intention to enable the City to make proper provisions for the filling of the position.

38.2: All resignations shall be in writing and filed with the department head and the Director of Human Resources. Any employee failing to give such proper notice shall be considered as having left the service not in good standing and his record shall so note.

ARTICLE 39
REINSTATEMENTS

39.1: Reinstatements. In case of reinstatement of City employees within eighteen (18) months after leaving the City service, credit shall be given for past service insofar as promotions are concerned.

ARTICLE 40
DISCIPLINE

40.1: Discipline. The City agrees that in imposing discipline, the department will act in a fair, consistent, and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of case and for the employee's past record. The City and department recognizes the rights of employees who may consider themselves aggrieved by a discipline to raise such grievance through the grievance procedure. The City mutually agrees that in general, they will follow the principles of corrective and progressive discipline.

40.2: Disciplinary action may take one of the following forms:

- A. Verbal Warnings. This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violation of a minor nature.
- B. A Written Reprimand. This form of disciplinary action may be used for the same reasons as those stated for warning. Normally, written reprimands would be used in those instances where repetition of a violation would be considered serious.
- C. Demotions. This form of disciplinary action may be used when the employee does not give satisfactory service in the position he holds but gives evidence of ability to perform the work and responsibilities of a lower classification.
- D. Suspension. Suspensions are temporary separations from the City service for disciplinary purposes where the cause is not sufficiently grave for dismissal. Any employee may be suspended by the department head and the Director of Human Resources, without pay, up to a period of sixty (60) days within one year. The employee may file a dispute or grievance at Step C (Director of Human Resources) of the grievance procedure.
- E. Dismissal. A discharge or permanent separation for disciplinary reasons where the violation is of a serious nature. The employee may file a dispute or grievance at Step C (Director of Human Resources) of grievance procedure.

40.3: Discipline Files. A record of any and all written reprimands, suspensions, or demerits of any kind to any employee by a department head for the purpose of disciplinary purposes, shall be filed with reasons therefore in the Human Resources Department and a copy sent to the Union. The record of any suspension shall remain in the employee's

personnel file for four (4) years, and said record shall not be released for outside promotional use.

40.4: Discussion with Employee. The written reprimand, suspension, or dismissal shall be discussed with the employee, initialed by the employee to indicate only that he has seen it. The Union may have a representative present during this discussion, if requested by the employee. If the employee submits a written reply, the reply shall be placed in the file with the written form of discipline. Upon the request of the employee, all written reprimands, or evidence thereof, shall be removed from the employee's personnel file after two (2) years, and all verbal reprimands after one (1) year, in which no other written disciplinary action has been taken.

40.5: Time Limit on Discipline. No disciplinary action shall be initiated beyond ninety (90) calendar days after the City learns or should have known of an alleged violation by an employee of any City rule or regulation.

40.6: Paid Insurance Premium. The City will continue to pay the suspended employee's contractual insurance premiums.

40.7: Polygraph Exam. An employee may refuse to take a polygraph examination requested by the City.

40.8: Employees subject to suspension by the Department will not lose days of work or pay until a determination is made by the Human Resources Director at the "C" step of the appeal process.

40.9: Hiring of Suspended Employees. An employee separated from the City service through suspension or dismissal shall not be hired in any other department either on a temporary or permanent basis unless specifically approved by the Director of Human Resources.

40.10: Causes for Removal, Discharge or Reduction. The following shall be considered just cause for removal, discharge, or reduction, although removal, discharge, or reduction may be made for other just causes. That the employee:

- A. has been convicted of a felony or larceny by a court of record; or
- B. has willfully, wantonly, unreasonably, unnecessarily, or through culpable negligence been guilty of brutality or cruelty to an inmate or prisoner of a City institution, or a person in custody, provided the act was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of persons lawfully in custody;
or

- C. has willfully and knowingly violated any lawful official regulation or order, or failed to obey any proper direction made and given by his superior officer; or
- D. has been intoxicated or under the influence of intoxicants while on duty; or
- E. has been afflicted with any disease or has any physical ailment or defect, substantiated by medical evidence, which in the opinion of the Director of Human Resources unfits him for City service; or
- F. is incompetent or inefficient in the performance of the duties of his position; or
- G. is careless or negligent with the monies or other property of the City; or
- H. has used or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer, change of grade, pay or character of work; or
- I. has taken any fee, gift, or other valuable thing in the course of his work or in connection with it for personal use from any person when such gift or other valuable thing is given in the hope or expectation of receiving a favor for better treatment than that accorded other persons.
- J. when directed, has refused to work with, or render service to any individual identified as having AIDS, Hepatitis B, or other communicable diseases, notwithstanding the employee's rights under state and federal safety statutes (this clause will be dictated by state statute and case law).

ARTICLE 41
RESERVES

41.1: Reserves. Excluding emergencies as declared by the department head or his designee, no part time, auxiliary, or reserve officer shall perform normal police vehicle patrol functions.

ARTICLE 42
RESIDENCY

42.1: Residency Requirements. Employees covered by this Agreement shall be required to reside within a forty-five (45) mile radius of the Law Enforcement Center within six (6) months after completion of their probationary period.

ARTICLE 43
MANAGEMENT RIGHTS

43.1: It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are: the right to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tools, equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

ARTICLE 44
NO STRIKE - NO LOCKOUT

44.1: There shall be no picketing, strikes, concerted failure to report for work, slowdowns, or stoppages of work or any lockouts during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

44.2: In the event of a strike, work stoppage, picketing, or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the Agreement, and that they may be disciplined up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

44.3: The City shall have the right to discipline, up to and including discharge, any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.

ARTICLE 45
EMPLOYEE SAFETY CLAUSE

45.1: It is agreed between the Union and the City that both parties are obligated to provide the safest environment possible for both parties and the public who utilize municipal services. Therefore, the following is established to provide a mechanism for an ongoing system of safety awareness, and accident prevention.

- A. It is recognized the City Safety Manual shall be the initial guide for all safety practices, recognizing it does not address itself to all situations or conditions. The Chief of Police may issue supplemental departmental safety rules. Both the Union and the City must promote safety and endorse such rules as to enhance safety. Employees must recognize that observance of safety rules and regulations is a condition of employment.

- B. A Departmental Safety Committee shall be formed, consisting of two (2) supervisory officers appointed by the Chief of Police and two (2) Union members appointed by the Union. Their appointment shall normally be for periods of one year, beginning with the July meeting of each year. The Union will provide to the Chief of Police written notice of its appointed members.
 - 1. The Departmental Safety Committee shall meet monthly. The Committee shall select one (1) of its members as Chairman and one (1) of its members as Recording Secretary. Three (3) members shall constitute a quorum.

 - 2. The Departmental Safety Committee shall:
 - (a) Review all Police Department accident reports and make appropriate comments and recommendations.

 - (b) Review department safety procedures and equipment, making appropriate comments and recommendations;

 - (c) Identify potential problem areas with regard to safety, making appropriate comments and recommendations; and

 - (d) Seriously consider safety suggestions of any individual employee.

 - 3. Minutes of all meetings shall be kept with copies being forwarded to the Chief of Police, Director of Human Resources, and the Midland City Safety Board. The Committee shall

prepare a report to the Chief of Police and Director of Human Resources each December of any recommendation not resolved so that the Chief of Police may have timely information for those recommendations which may have to be included in the annual budget.

- C. Vehicle Safety. Because of the necessity and importance of safe motor vehicle conditions in the work of the police service, no motor vehicle shall be used where there is an outstanding vehicle repair slip for an item unsafe for the immediate use, signed by any command officer, until serviced by a mechanic.

- D. City Safety Incentive Program. The City may, upon approval of the City Manager, implement safety incentive, customer service incentive or other incentive programs with the goal of improving service to citizens, improving health and safety of employees, or reducing liability. Said incentive programs may include monetary awards or awards of merchandise to employees with awards based on employee performance. Total expenditures for incentive programs for all departments may not exceed \$5,000 per fiscal year.

ARTICLE 46
MISCELLANEOUS

46.1: Notice of Violation. It is expressly agreed by the parties hereto that nothing contained in this section or in any part of this Agreement shall be construed or used in a manner to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party hereto of the existence of the complaint or contention, and the latter party, after having been allowed a reasonable opportunity to correct the same, shall fail to do so within ten (10) days of notification by the other party.

46.2: Outside Activity. When in the opinion of the department head any outside activity carried on by any employee is detrimental to the City service, it shall be the duty of the department head to report same to the Director of Human Resources and, if the opinion of the department head is substantiated, it shall be the duty of the department head to order the outside activity discontinued.

46.3: Education Reimbursement. Will occur in accordance with the Personnel Policy Manual.

46.4: Drug Testing. Within thirty (30) calendar days of the City publishing an Administrative Regulation on drug testing, the two parties will meet and negotiate the following conditions of work:

- A. Confrontation of employees post incident and for cause.
- B. Chain of custody.
- C. Testing to be utilized.
- D. Access to rehabilitation.
- E. Discipline.
- F. Last chance clause.

46.5: Ban on Smoking. Employees hired after June 30, 1990 shall not smoke on duty or off duty. Violation of this policy will be cause for discipline as otherwise outlined in this contract.

46.6: Volunteer Time-Off (VTO). Employees may receive up to 8 hours paid time off per year to provide "hands-on" voluntary service to non-profit or educational organizations located within the City of Midland and approved by the Department Head. Exclusions from this policy include, but are not limited to, service provided through membership organizations that the employee belongs where the primary recipients of the service are the constituents of the organization, service provided that primarily benefits the

employee's family members or friends, and activities that involve political groups and causes.

- A. VTO must be used in increments of one hour or more and must be requested in advance and approved by the Police Chief.
- B. The decision to approve a request for VTO is solely at the discretion of the Police Chief with the operational needs of the Department taking precedence.
- C. VTO shall be paid at the employee's current base pay and shall not count as hours worked for overtime purposes.
- D. VTO shall not accrue from year to year and unused VTO will not be paid out upon termination of employment.
- E. Employees are considered representatives of the City while volunteering under this VTO policy and shall conduct themselves accordingly.

ARTICLE 47
WAIVER CLAUSE

47.1: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by a law in the area of collective bargaining and that the understanding 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 the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 48
SAVINGS CLAUSE

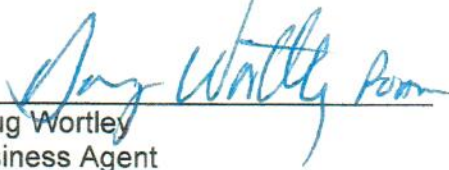
48.1: Savings Clause. If any section, sentence, clause, or phrase of this Agreement is for any reason held to be invalid or illegal such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement or the Agreement as an entirety. Both parties will reconvene to negotiate that section or portion of the contract which is found illegal or invalid.

ARTICLE 49
DURATION

49.1: This Agreement shall be and remain in full force and effect from July 1, 2021 and shall continue in full force and effect through June 30, 2024 and thereafter for successive one (1) year periods, unless one of the parties hereto on or before the sixtieth (60th) day next preceding the anniversary date, shall notify the other party hereto in writing of its desire to modify same.

IN WITNESS WHEREOF, the City of Midland, a Michigan municipal corporation, and the Union, by their duly authorized representatives, have signed their names below to this contract effective July 1, 2021.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



Doug Wortley
Business Agent

CITY OF MIDLAND



C. Bradley Kaye
City Manager



Erica Armstrong
City Clerk

APPENDIX A
WAGE RATES

2021-2022 Hourly Compensation Plan for Police Officers

Effective July 1, 2021
 (2.0% increase)

	Start A	1 Year B	2 Years C	3 Years D	4 Years E	5 Years F
Patrol Officer PO8a	\$23.2940	\$25.6932	\$28.0894	\$30.4886	\$32.8892	\$35.2832
Detective PO8d	\$35.9764	\$37.4815				

2022-2023 Hourly Compensation Plan for Police Officers

Effective July 1, 2022
 (2.0% increase)

	Start A	1 Year B	2 Years C	3 Years D	4 Years E	5 Years F
Patrol Officer P08a	\$23.7599	\$26.2071	\$28.6512	\$31.0984	\$33.5470	\$35.9889
Detective P08d	\$36.6959	\$38.2311				

A wage re-opener will occur between the parties for wage rates effective July 1, 2023

<p style="text-align: right;">-A-</p> <p>Agreement, 2 Aid to Other Unions, 3 Annuity Withdrawal, 40 Arbitration, 8 Assignments, 17</p> <p style="text-align: right;">-B-</p> <p>Ban on Smoking, 61 Bargaining Sessions, 4 Bargaining Unit, 3 Bonus Payments, 28 Bulletin Board, 4</p> <p style="text-align: right;">-C-</p> <p>Call in Pay, 25 Changes, 2 Chief of Police, 4 City Representative, 2 Clothing and Cleaning, 33 College Benefits, 28 Compensation Eval/Trtment of OTJ Injuries, 24, 47 K-9 Handlers, 21 Compensation Plan, 19 Compensatory Time, 29 Cost of Living Allowance, 40 Court Time, 25</p> <p style="text-align: right;">-D-</p> <p>Demotions, 55 Department Safety Committee, 59 Direct Deposit, 21 Discipline, 55 Discipline Files, 55 Dismissal, 55 Drug Testing, 61 Dues Deduction, 5 Duration, 63 Duty Disability, 46 Duty Handgun, 40</p> <p style="text-align: right;">-E-</p> <p>Education Reimbursement, 61 Emergency Overtime, 22 Employee Contribution, 39 Employee Safety Clause, 59 Employees, 3 Equal Application, 6 Equal Rights, 2 Equalized Overtime, 22</p>	<p style="text-align: right;">-F-</p> <p>Family and Medical Leave Policy, 51 Final Average Compensation, 39 Funeral Leave, 47</p> <p style="text-align: right;">-G-</p> <p>Gender, 3 Grievance Form, 9 Grievance Procedure, 7</p> <p style="text-align: right;">-H-</p> <p>Health and Dental Insurance, 34 Hold Harmless, 5 Holidays, 32 Hours of Work, 15</p> <p style="text-align: right;">-I-</p> <p>Interpretation, 2</p> <p style="text-align: right;">-J-</p> <p>Job Descriptions, 11</p> <p style="text-align: right;">-L-</p> <p>Layoff and Recall, 53 Leave of Absence, 41 Leave of Absence Without Pay, 52 Life Insurance, 38 Local Financial Stability and Choice Act, 2 Longevity, 27 Lunch Period, 16</p> <p style="text-align: right;">-M-</p> <p>Management Rights, 58 Maximum Working Hours, 22 Membership Meetings, 4 Military Leave, 48 Minimum Retirement Qualification, 40 Multiplier, 39</p> <p style="text-align: right;">-N-</p> <p>New Hire Representation, 14 No Strike – No Lockout, 58 Non-Duty Death, 39 Notice of Violation, 61</p> <p style="text-align: right;">-O-</p> <p>Ordinance, 6 Outside Activity, 61</p>
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<p>Overtime, 22 Overtime Register, 22</p> <p style="text-align: center;">-P-</p> <p>Parental Leave, 50 Personal Leave, 49 Personnel File, 4 Personnel Ordinance, 6 Posted Job Assignments, 17 Posting of Shift Selection, 15 Probation, 14 Promotion, 12 Promotional Probations, 14 Purpose and Intent, 3</p> <p style="text-align: center;">-R-</p> <p>Recognition, 3 Regulations, 6 Reinstatements, 54 Rejection in Case of Promotion, 14 Release of Exam Scores, 12 Removal, Discharge or Reduction Causes, 56 Reserves, 57 Residency, 58 Resignations, 54 Retiree's Hospital and Medical Insurance, 35 Retirement, 39 Return to Work, 46 Rule of Five, 12 Rules, 6</p> <p style="text-align: center;">-S-</p> <p>Safety Incentive Program, 60 Savings Clause, 63 Seniority Classification, 10 Departmental, 10 Seniority List, 10 Service Ratings, 12 Shift Premium, 25 Shift Supervisor Rank, 18 Shift Trades, 16 Shifts, 15 Sick Leave, 44 Special Discharge Procedure, 9</p>	<p>SRO Compensatory Time, 31 Step A, 8 Step B, 8 Step C, 8 Step D, 8 Suspension, 55</p> <p style="text-align: center;">-T-</p> <p>Temporary Classification Assignments, 18 Time Limit on Discipline, 56 Training Guidelines Compensation, 29 Transcript Step D Hearing, 9</p> <p style="text-align: center;">-U-</p> <p>Union Business, 4 Union Management Meetings, 2 Union Membership, 5 Union Representative, 2 Union Rights, 4 Utilization Sick Leave, 45</p> <p style="text-align: center;">-V-</p> <p>Vacation, 42 Vehicle Safety, 60 Verbal Warning, 55 Voluntary Reduction in Rank, 10 Volunteer Time Off, 61</p> <p style="text-align: center;">-W-</p> <p>Wage Rates, 65 Wages, 19 Waiver Clause, 63 Warrant Officer Bonus, 28 Whistle-Blowers Act, 9 Workers' Compensation, 46 Working Group Assignments, 18 Workweek, 15 Written Reprimand, 55</p>
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