

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF BIG RAPIDS



And

**POLICE OFFICERS LABOR COUNCIL
(PATROL OFFICERS)**



Effective: January 1, 2022 – December 31, 2024

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AGREEMENT

THIS AGREEMENT, entered into this 1st of January, 2022, between the CITY OF BIG RAPIDS (hereinafter referred to as the "Employer" or "City"), and the POLICE OFFICERS LABOR COUNCIL (hereinafter referred to as "Union"), on behalf of the Department of Public Safety (Police Division) employees.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

Section 1.1. Collective Bargaining Unit: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Police Officers Labor Council as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time Department of Public Safety (Police Division) employees of the City of Big Rapids in the classification of Detective and Police Officer, BUT EXCLUDING the Police Chief, City Manager, confidential employees, Sergeant, Forensic Investigator/Technical Services Officer, Parking Enforcement Officers (Service Officers), temporary employees, casual employees, volunteers, employees covered under other collective bargaining units, and all office clerical employees.

Section 1.2. Aid To Other Unions: The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Section 1.1.

Section 1.3. Temporary Grant Employee: An employee temporarily assigned to special duty under a State, Federal or governmental Cooperative Grant or program shall be treated as a member of the bargaining unit while assigned to the special duty. The employee shall be returned to their former position within the unit upon the discontinuance of such duty. Employees involuntarily assigned shall be subject to the terms and conditions of this Agreement. Employees voluntarily assigned shall be subject to the terms and conditions of the Grant, notwithstanding this Agreement to the contrary.

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights:

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the City's facilities and in all respects to carry out the ordinary and customary functions of administration of the City. The Employer shall have all right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules; to make judgments as to ability and skill; to establish and change work schedules; except where any of these rights are expressly abridged or limited by provision of this Agreement.

(b) The Union hereby agrees that the Employer retains all rights established by law except where expressly limited by this Agreement. These reserved rights shall not be subject to the grievance and arbitration procedures established herein.

Section 2.2. Rules: The City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety, and/or effective operations and put such into effect after advance notice to the Union and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

UNION SECURITY AND CHECKOFF

Section 3.1 Union Membership: To the extent the laws of the State of Michigan permit, it is agreed that the current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

Section 3.2 Dues Checkoff:

- (a) The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
- (b) The Employer agrees to make Union payroll deductions twice each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.
- (c) As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.
- (d) Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.
- (e) The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the

employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

- (f) Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.
- (g) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- (h) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- (i) If there is an increase or decrease in Union payroll deductions, as determined, and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

Section 3.3 Indemnification: The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement.

UNION REPRESENTATION

Section 4.1. Union Stewards:

- (a) The Public Safety (Police Division) Department employees covered by this Agreement will be represented by the Union. The Steward and alternate steward shall be present at all negotiations.
- (b) The Union shall keep the Employer or City advised, in writing, of the members of the Bargaining Committee, and only such duly certified employees shall be recognized by the City as members of the Employees' Committees.
- (c) The Union shall have the right to have one (1) Steward and one (1) alternate steward. For the purpose of layoff and recall only, stewards shall be considered to have the greatest seniority of all employees in their respective departments, provided that such employee must have the physical fitness and ability to perform the work available.

SPECIAL CONFERENCES

Section 5.1. Special Conferences: Special conferences for important matters, including safety, and the treatment of employees, will be arranged between the Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between representatives of the Employer and no more than two (2) employee representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by non-employee representatives of the City or the Union. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Minutes will be kept of these meetings. The disposition of the problem will be reduced to writing if either side so chooses.

GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance: A grievance shall be defined as a complaint during the term of this Agreement concerning the application or the interpretation of this Agreement as written. Any grievance filed should refer to the specific provision or provisions of this Agreement alleged to have been violated and it shall set forth the facts pertaining to such alleged violations.

Section 6.2. Grievance Procedure:

(a) An employee, with or without their steward, shall file verbally the grievance within five (5) days after it might reasonably have become known to exist. The supervisor shall have two (2) days to discuss the grievance and give a response. Any settlement shall be reduced to writing, signed by the grievant and the supervisor with a copy given to the Steward.

(b) Written Procedure:

Step 1: If the grievance is not settled through the verbal procedure above, it may be reduced to writing, shall state the date it was denied by the supervisor in the verbal procedure, shall be signed by the employee and their Steward, and presented to the Police Chief, provided that such must be done no later than the end of the fifth (5th) working day following denial of the grievance in the verbal procedure, failing

which, it will be deemed to have been withdrawn permanently. The Police Chief shall endorse the Union's copy of the grievance to show the date of receipt.

The Police Chief shall render a written disposition of any grievance so filed, no later than the end of the fifth (5th) working day following the day of receipt of the grievance, and shall give a copy of the disposition to the employee's Steward or, in the Steward's absence, to the alternate Steward, who shall endorse the Director of Public Safety's copy to indicate receipt by the Union of such disposition and the date of such receipt.

Step 2: If the grievance disposition given in Step 1 is not considered satisfactory, the grievance may be filed in Step 2 by the Steward who shall submit it to the Employer or City Manager no later than the end of the fifth (5th) working day following the date of the disposition of the grievance in Step 1. Failure to so advance a grievance to Step 2 shall result in its being deemed permanently settled on the basis of the disposition given it by the supervisor in Step 1. The Employer or City Manager shall endorse the Union's copy of the grievance to show the date of receipt.

After investigation of the grievance and discussion of it with the Union Steward if the Steward so requests, the Employer or City Manager shall give his written disposition of the grievance to the Steward who shall endorse the Employer's or City Manager's copy to indicate receipt of such disposition and the date of such receipt. This Step shall be completed within five (5) working days of receipt of the grievance by the Employer or City Manager.

Step 3: If the grievance is not settled in Step 2, the Union, no later than the end of the fifth (5th) working day following completion of Step 2, may make written request to the Employer or City Manager for a further meeting. If the Union does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the Employer or City Manager in Step 2.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting be held, the Employer or City Manager shall give written disposition of the grievance to the Steward no later than the end of the fifth (5th) working day following the date of such meeting.

Section 6.3. Arbitration: If the grievance disposition given in Step 3 is not considered satisfactory, the Union, during the term of this Agreement, may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 3, and its

subject matter shall not be resubmitted to the grievance procedure. If the Union wishes to appeal denial of a grievance in Step 3, a representative of the Police Officers Labor Council shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 3, notify the City in writing that it elects to take the matter to arbitration.

Section 6.4. Selection of Arbitrator: In the event the City and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service. A list of five (5) arbitrators will be requested from the Federal Mediation and Conciliation Service, with each party having the right to strike two (2) names. The arbitrator remaining on the list shall serve as the independent arbitrator.

Section 6.5. Arbitrator's Powers: The Employer, the Union, and the independent arbitrator shall be subject to the following, which shall control if there be conflict with a rule of the Federal Mediation and Conciliation Service:

- (1) The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
- (2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
- (3) It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, to rule on disciplinary matters not involving time off with loss of pay, to establish a new wage rate, to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, or to infer from any provisions of this Agreement any limitation of those rights.
- (4) The Service's Administrative fee and other charges and the Arbitrator's charges for services and expenses shall be shared equally by the Employer and the Union.

Section 6.6. Arbitrator's Decision: The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding on the employees, Union, and City, provided however that either party retains its legal rights if the arbitrator exceeded the jurisdiction granted by this Agreement or acted unlawfully.

Section 6.7. Grievance Settlement: It is understood and agreed that any grievance settlement arrived at hereunder, between the City and the Union, is binding upon both parties and cannot be changed by any individual employee.

Section 6.8. Time Limits: If the City representative in Step 1 or in Step 2 fails to provide disposition of a grievance within any time limit set forth herein, the grievance shall be automatically advanced to the next step, Step 2 or Step 3, respectively. It is agreed that any grievance must be brought up within five (5) working days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the Grievance Procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received from employment, self-employment, or unemployment compensation. Interest shall not be awarded on back pay claims. Grievance procedure time limits may be mutually extended in writing. For purposes of the Grievance and Arbitration Procedure, working days shall mean Monday through Friday, excluding holidays.

Section 6.9. Release Time for Grievances: For working time necessarily spent in investigating a grievance which an employee has already submitted to the Grievance Procedure above provided, or in discussing such a grievance with a representative (or representatives) of the City, Stewards shall be paid, at their appropriate rate, for those hours during which they would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave their work for such purpose before first notifying their supervisor and turning their work over to a replacement who shall be provided by the supervisor as promptly as is practicable under the circumstances.

DISCHARGE AND SUSPENSION

Section 7.1. Discipline: The Employer and the Union mutually agree in the concept of progressive discipline and agree that discipline for non-probationary employees shall be for just cause. Employees shall be provided with written notice of the charges against them and shall be provided with an opportunity to explain their actions prior to disciplinary action being imposed. For informational purposes only, the Employer agrees promptly upon the discipline, discharge or suspension of an employee to notify the Steward in the department of the discipline, discharge or suspension.

Section 7.2. Administrative Procedure: The following procedure shall apply:

- (a) An employee who is called into an interview with a representative of the Employer, and who can reasonably anticipate disciplinary action stemming from the interview is entitled, upon request, to have a union representative present at the interview. If an employee requests the presence of a Union Representative at a disciplinary interview, the interview will be postponed for up to twenty-four (24) hours to allow a Union Representative to be present.

(b) If the matter under investigation may result in criminal charges any employee who exercises their right to refuse to answer questions that may tend to incriminate them, may be ordered to answer questions directly relating to the performance of their official duties. In accordance with Garrity, any self-incriminating admissions made after an order to answer questions during the investigation and interview shall only be used in subsequent administrative discipline proceedings and shall not be used against the employee in any criminal proceedings. Failure to comply with an order to answer such questions after receiving Garrity protection assurances will subject the employee to further discipline up to and including discharge.

(c) The discharged or suspended employee will be allowed to discuss their discharge or suspension with the Steward of the department and the Employer will make available an area where they may do so before they are required to leave the property of the Employer.

Section 7.3. Appeal of Discharge or Suspension: Should the discharged or suspended employee or the Steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

Section 7.4. Use of Past Record: The Employer will not base disciplinary action, in whole or in part, on any rule infractions occurring more than three (3) years prior to the date of discipline, unless the past discipline resulted in time off and specifically related to the current infraction. It is understood, however, that a significantly serious falsification of an Employment Application may be grounds for dismissal at the time it is discovered or reported by the Employer or City.

Section 7.5. Forfeitures: After the Employer has determined that an employee is to receive discipline and a disciplinary suspension has been involved, the Employer and employee may mutually agree, in lieu of the disciplinary suspension, to substitute a forfeiture of the employee's accumulated non-work time benefit to the extent that such forfeiture is equivalent to the length of the disciplinary suspension imposed.

SENIORITY

Section 8.1. Seniority Definition: Seniority is defined as length of continuous service with the City since the employee's most recent date of hire. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority and classification seniority shall commence after the employee completes the probationary period, retroactive to their first date of hire or promotion. The

application of seniority and classification seniority shall be limited to the preferences and benefits specifically set forth in this Agreement.

Section 8.2. Seniority Lists: The City shall keep a current seniority list showing each employee's name, classification, and seniority and classification seniority dates. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the City shall post a copy of the seniority list. A copy of the seniority list will be provided to the Union on or about January 1 of each year and at such times as changes are made to the seniority list. It shall be the responsibility of each employee to check each such later list and to notify the City of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved. In effecting personnel changes, the City shall be entitled to rely on such posted lists. If an employee shall so notify the City of the existence of error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the City shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the City of such error.

Section 8.3. Probationary Employees: All new employees shall be considered to be on probation and shall have no seniority or classification seniority for twelve (12) calendar months of continuous employment or six (6) calendar months after successful completion of police school, whichever is longer, following the first day of work for the Department. If an employee who is laid off during their probationary period is returned to work by the Department and works at least one (1) calendar month, they shall be credited with such period of work toward completion of their probationary period. If they so complete a total of six (6) months of work within a one (1) year period, they shall be deemed to have completed their probationary period.

Probationary employees may be discharged or terminated in the City's sole discretion and there shall be no recourse to the grievance and arbitration procedure.

Section 8.4. Seniority Status: Upon an employee's completion of the probationary period, they shall acquire seniority and classification seniority, and they shall be placed on the seniority list with a date to coincide with their date of last hire. As between any two (2) or more employees who have the same seniority or classification seniority date, seniority and classification seniority shall be determined by the highest written test score on the entrance exam.

Section 8.5. Seniority Employees Transferred Outside the Bargaining Unit: If an employee is transferred to a position with the City which is not included in the unit covered hereby and they are thereafter transferred again to a position within such unit by the City, they shall be deemed to have accumulated seniority and classification seniority while working in the position to which they were transferred. Upon returning, the employee shall be assigned to the rank they originally held prior to the transfer, seniority and classification seniority

permitting. An employee who fills the position vacated by the transferred employee shall return to their former rank upon the return of the transferred employee, seniority and classification seniority permitting. Employees transferred back into the bargaining unit under the above circumstances shall retain all seniority and classification seniority rights accrued for the purpose of any benefits provided in this Agreement. However, the Employer reserves the right to determine all conditions of employment of the non-bargaining unit position.

Section 8.6. Temporary Employees: Temporary employees, commonly called summer help, will not be covered by, nor subject to, any provision of this entire Agreement. The City agrees not to abuse the right to hire temporary employees.

Section 8.7. New Job Probationary Period: Employees who are promoted under Section 9.2 will be required to serve a new job probationary period of six (6) months in the new position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to their prior classification. The employee will also be returned to their former classification during this period at the employee's request.

Section 8.8. Seniority while on Leave of Absence: The seniority and classification seniority of employees on Employer approved leaves of absence shall continue to accrue during the period of their leave of absence.

APPLICATION OF SENIORITY

Section 9.1. Temporary Transfers: If, in the opinion of the City, there is a temporary surplus or deficiency of employees in any job covered hereby, the City shall have the right temporarily to assign for a period up to fifteen (15) consecutive working days, an employee to another job within the police department for which it deems they are qualified, with no change in rate or classification. Any employee assigned by the Police Chief to perform the duties of a higher ranking officer for a period in excess of fifteen (15) consecutive working days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the sixteenth (16th) consecutive day in which the employee has held the assignment, and shall continue until the employee is reassigned to their normal (or another) lower ranking position. The Police Chief shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority. When, in the opinion of the Police Chief, the vacancy is no longer temporary but permanent, the rules and regulations currently used by the Public Safety (Police Division) Department to fill the permanent vacancy shall be followed.

Section 9.2. Promotions: Promotions within the Public Safety (Police Division) Department bargaining unit shall be administered by the Human Resource Department and based on the rating schedule (subsections (a) through (e)) below. All points accumulated in

subsections (a) through (e) during an employment or promotion review will be received and maintained in the Human Resource Department. Total scores on each section will be revealed only at the end of the testing/evaluation process. The performance rating under subsection (e) shall be completed as early as possible in the evaluation process.

(a) Thirty-five (35) points for a written examination, set up and administered by the City. The candidate must pass the examination by a score of at least 60% to continue to be considered. If the candidate does not achieve a "continuation" score, the component scores of subsections (b) through (e) will not be revealed.

(b) Thirty (30) points for an oral examination. This examination would be administered by three non-employees selected by the City.

(c) In lieu of (a) and (b) above an assessment center worth 65 points may be used in place of the written and oral examinations to rate the candidates. If the assessment center is used, the assessment center procedure shall quantify its result by ranking all candidates. A passing score on the assessment center must be achieved to continue in the promotional process.

(d) Fifteen (15) points for experience. One (1) point for each year up to ten (10) years and one-half (1/2) point for each year after ten (10) and up to twenty (20) years total.

(e) Performance rating: Ten (10) points of rating to be done by the Police Chief of Big Rapids and ten (10) points of rating to be done by the immediate supervisor. Total performance rating of twenty (20) points.

A Big Rapids Police Officer must have at least three (3) years of experience in a law enforcement position before consideration for promotion; however, that there must be at least three (3) successful candidates for each promotion after taking the written examination. If there are not three (3) successful candidates, then additional candidates will be added until there are three successful candidates in total. If there are subsequently at least three candidates who do not pass, the Police Chief has the sole discretion (in consultation with the City Manager), to go forward with the passing number of candidates, add any viable testing option to give three candidates, or leave the vacancy open.

If the assessment center is used and at least three candidates do not pass, the Police Chief has the sole discretion (in consultation with the City Manager) to go forward with the passing number of candidates, add any viable testing option to give three candidates, or leave the vacancy open.

The performance rating in subsection (e) will be amended in the case where new candidates enter the promotional process.

Section 9.2:5 Selection:

The Director may select for promotion any one of the top three candidates.

Total points = 100

The list of candidates and their final score shall be available for review in the Human Resources office.

Section 9.3. Layoff Procedure: Whenever it becomes necessary to lay off any employees, the City will notify the employees seven (7) calendar days in advance of the layoff. The following procedure shall be used:

- (a) The employee in the classification with the least seniority will be laid off first and so on, within the classification.

Employees laid off from their classification may exercise seniority to displace a junior employee in any lower job classification for which the laid-off employee has the skill and ability to do the work satisfactorily with normal supervision.

An employee may exercise seniority to bump into a different classification only once during any one layoff. If that employee is unable to perform the job within three (3) days under the preceding paragraph, said employee shall not have any further bumping rights but shall be laid off.

- (b) Employees laid off shall continue on layoff status until recalled according to seniority.

- (c) An employee on a leave of absence shall be subject to layoff in accordance with the provisions of this Agreement and shall be notified by the City by certified mail, addressed to the last known address of the employee.

Section 9.4. Recall: When the work force is increased after a layoff, the following procedure will be followed:

If an increase in a job classification is necessary, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

Section 9.5. Procedure to Accomplish Recall: When employees laid off are to be recalled, the following method will be used by the City:

- (a) The employee or their spouse will be called by telephone, contacted by e-mail (confirmed read receipt) or notified in person of their recall and the date on which they are to return to work.
- (b) If an employee cannot be contacted personally under subparagraph (a) above, the City will send a certified letter notifying the employee of their recall to work and the date of their return. This will be done even if the employee's spouse is contacted.
- (c) Any employee notified in accordance with subparagraphs (a) or (b) above, who fails to report for work within the time limits set forth in Section 10.1(g) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain their correct address and telephone number on file with the Employer or City, and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

LOSS OF SENIORITY

Section 10.1. General Rules: An employee covered by this Agreement shall cease to have seniority and shall have their name removed from the seniority list, in the event:

- (a) The employee is discharged for just cause and the discharge is not reversed; or
- (b) The employee retires; or
- (c) The employee quits; or
- (d) The employee is laid off for a period of one (1) year or the length of seniority, whichever is greater, or
- (e) The employee accepts employment elsewhere while on a leave of absence

(other than a Union business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or

(f) The employee fails to report for work within three (3) working days after expiration of a leave of absence; or

(g) The employee fails to report for work within three (3) working days after being notified to do so in person, by telephone, or by email or by certified or registered mail sent to their address of record with the City, or provided that, in the case of notice given in person or by telephone, the City shall promptly thereafter give to the Union Steward a memorandum, in writing, that it has given such notice; or

(h) The employee is absent from work, without permission, for three (3) consecutive scheduled workdays.

Section 10.2. Exceptions to Above General Rules: An employee whose name is removed from the seniority list for any of the reasons listed (b) through (h) above, shall be deemed to have quit, subject only to the following exceptions:

If an employee falls within situation (f), (g) or (h) and their failure to report or their absence from work is on account of illness or injury or other serious reason beyond their control, the employee may retain seniority if they have notified the City of such reason by certified mail, or by email, before the expiration of the three (3) day period in the case of (f) or (g), or before the end of their scheduled shift on the third (3rd) working day in the case of (h).

It is recognized that the City may require substantiation of the reason given by an employee under which they claim exception as above. If the reason is not substantiated upon such request, to the satisfaction of the City, and the City determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the City to the grievance procedure herein provided.

WAGE RATES

Section 11.1. Wages and Classifications: Job classifications and rates of pay for work presently performed by covered employees is set forth in Appendix "A," attached hereto and made a part hereof.

An employee's regular straight time rate of pay shall be determined by dividing their annual salary rate by 2,080.

Section 11.2 Out of Class Pay (Acting Supervisor Pay): The City agrees to add a \$1.50 per hour to the pay of the senior officer on duty for all hours when a Sergeant is not on duty and/or is otherwise unavailable. The intent of this provision is to compensate the senior officer for additional responsibilities when a Sergeant is not scheduled or on duty. The officer so assigned shall have all the duties and responsibilities normally attributed to the Sergeant, including the reporting, filing, communication (to the next shift), and other responsibilities and obligations of this leadership position. The member will be expected to complete the day to day duties of the Sergeant as assigned by the Police Chief, or Shift Sergeant. Acting pay in this section shall be part of an employee's regular rate of pay for that day for purposes of computation of overtime.

Section 11.3 Field Training Officer: Officers working in the capacity of a Field Training Officer (FTO) shall receive a benefit of one hour paid at the rate of one and one half (1.5) times their regular rate of pay for each day when a trainee is assigned. The hour paid will not be considered a part of the FTO's scheduled work day and is considered an extra, unworked and paid benefit for the position and duty of an FTO.

HOURS OF WORK

Section 12.1. Work Period: The work period shall be a period of fourteen (14) consecutive days. The normal workday for Police shall be eight (8), ten (10), or twelve (12) hours. The normal workday for the Detective and Neighborhood Patrol Officers and other special assignments varies depending upon the workload, but is normally scheduled to be eight (8) hours per workday. The normal tours of duty for full-time employees consists of eighty (80) hours in a work period. Nothing contained herein shall be construed to constitute a guarantee of any particular number of hours of work or pay per day or per pay period, and the Employer reserves the right to reduce the normal tours of duty in a work period in appropriate circumstances.

Section 12.2. Overtime Pay: Time and one-half (1 ½) the employee's regular straight time rate of pay shall be paid for all hours actually worked in excess of eighty-six (86) in a 14-day work period. In addition, time and one half (1 ½) the employee's regular straight-time rate of pay shall be paid for all hours worked in excess of an employee's normal workday or on a scheduled day off. Therefore, for practical purposes the straight time pay greater than 80 hours is implemented only for training time under Section 12.10.

Section 12.3. Shift Scheduling: The City reserves the right to establish shift starting and quitting times.

(a) Shift schedules shall be posted thirty (30) days in advance. Shift changes shall not be made capriciously or unreasonably.

(b) An employee may trade shifts or days off if permission is given by the immediate supervisor provided that such trading does not cause premium pay to be incurred.

(c) Work hours and leave days may be changed by the Police Chief in order to accommodate training, with seven (7) days' notice. Changed pass days shall be reinstated in the same pay period or within the first week of the following pay period. In the event that an employee cannot be given a changed pass day, the employee will be paid at the overtime rate for the time in their normal work day or offered an equal amount of compensatory time.

(i) The Union acknowledges that it is within the sole discretion of the Employer to determine the number of employees assigned to a shift or schedule.

(d) The calendar year shall be divided into three (3) shift rotation periods of four (4) months each. They shall begin the first pay period closest to the first day in the months of January, May and September.

(e) Employees within each classification shall select their shift by classification seniority. The employee with the greatest classification seniority shall select first and the least senior employee will select last, except as provided below. Probationary employees shall not select shifts and may be scheduled by the Director.

(f) A list of each shift and unit shall be posted normally 45 days prior to each rotation date with a list of the employees and their classification seniority date and the date their shift selection is due.

(g) An employee may spend only two consecutive rotation periods on the same shift. A mandatory rotation to another shift shall occur after two consecutive rotation periods on the same shift. However, an employee with at least five (5) years of service may stay on the same shift (days or nights on the 12-hours workday) for up to 12 consecutive months before being required to rotate to another shift for a full shift rotation. If, in order to accommodate mandatory shift rotations, it is not possible to allow all senior employees to stay on their preferred shift, forced rotations will start with the least senior employee having more than 5 years of service. A more senior employee can volunteer to rotate if he/she wishes.

(h) Employee facing a mandatory rotation shall be reserved a shift (day or night) according to their needed rotation. The employee facing the mandatory rotation shall not remove senior employee from their preferred shift. However, the employee facing the mandatory rotation can force the least senior officer to rotate to a different shift to accommodate the mandatory shift rotation. The remaining shift positions shall be filled as outlined in this section.

(i) In the event that an employee does not complete a rotation period on a shift due to manpower demands, the employee shall be credited with having spent a full rotation period on each shift worked in that rotation period.

(j) In the event that a junior employee is required to work three (3) consecutive rotation periods on the same shift, the employee shall be given the opportunity to select first in the shift selection process following the third rotation period. The preceding three (3) rotation periods shall not count against the prohibition of working the same shift two consecutive rotation periods.

Section 12.4. Overtime Assignment: Nothing in this Contract shall guarantee any number of hours of work. Employees will be expected to work reasonable overtime upon request by the City in accordance with the following:

Scheduled Overtime: Scheduled overtime shall mean all work to be performed outside of a department's regularly scheduled hours, the necessity of which is known to the City at least twenty-four (24) hours in advance. The City shall offer scheduled overtime under the following conditions:

(1) When extra work outside the regular schedule is available, the City will offer the extra work to volunteers from all classifications in accordance with their seniority. In the event that there are no volunteers for any scheduled overtime, the City may assign the scheduled overtime to the least senior employees.

(2) When special events work is available, the City will offer the extra work to volunteers from all classifications in accordance with their seniority. Any special event overtime that is anticipated to be two (2) hours or more in duration and requires three (3) or more personnel to be assigned shall include at least one sergeant who shall be responsible for supervising the event. In the event that there are no volunteers for any scheduled overtime, the City may assign the scheduled overtime to the least senior available employees in the classification required. For purposes of this subsection, an employee is not available when they are on vacation or off on a previously scheduled compensatory day.

(3) When special detail work paid by a third party is available, the City will offer the Extra work to volunteers from all classifications in accordance with their seniority.

Non-Scheduled Overtime: Non-scheduled overtime shall mean work to be performed within a department's regularly scheduled hours, the necessity of which is known to the City less than twenty-four (24) hours in advance. Work that is anticipated to be able to be performed in four (4) hours or less will normally be assigned to officers on duty by extending their shifts. In the event that the work is anticipated to last more than four (4) hours, the City will offer the work to volunteers in the applicable classification by seniority, provided that no employee may be scheduled to work more than sixteen (16) straight hours. If there are no volunteers for the entire overtime assignment, the City may offer the work to part-time employees and/or parts of the overtime assignment to volunteers. In the event that there are no volunteers for the unscheduled overtime, the City may assign the unscheduled overtime to the least senior employees in the applicable classification.

Prisoner Transports: The overtime assignment of personnel for prisoner transports shall not change from the current practice of filling the first overtime position on a two (2) person transport with a Sergeant if available and the second position with a patrol officer. When only one position is needed on a call-back basis for a transport, seniority will be followed. This section does not require the use of overtime for prisoner transports or in any way limit management from assigning duty personnel to transports.

Section 12.5. Call Back: Employees who are called into work at times other than their regularly scheduled shift shall be paid time and one-half (1-1/2) times their regular rate of pay for three (3) hours or for the time actually worked, whichever is greater. The hourly pay guarantee of this Section does not apply in instances where the employee is required to perform duties past the scheduled termination of their regularly scheduled shift or in instances where the employee is called to work prior to the start of their regularly scheduled shift and continues to work through the start of their regularly scheduled shift.

Section 12.6. Pyramiding Overtime Premiums: Overtime premiums shall not be pyramided for any hours of work.

Section 12.7. Compensatory Time: Employees may elect to receive compensatory time in lieu of pay for overtime hours worked. The scheduling of compensatory time off shall be arranged in advance by the employee with their Department Head.

Compensatory time shall be scheduled at a time mutually agreeable to the employee and the Employer. A request for use of compensatory time may be denied if it would cause the number of employees scheduled to be on duty on the particular shift to fall below

normal staffing patterns or if the time off would be required to be filled by an employee at other than straight time rates.

Compensatory time off may be accumulated to a maximum of one hundred (100) hours. All unused compensatory time shall be paid on or before the Friday of the third full week of July at the rate of pay in effect as of June 30 of that year; provided, however, that upon request up to one hundred (100) hours may be carried over to the next fiscal year. Accumulated Compensatory time as of June 30 of less than ten (10) hours shall be automatically carried over.

Compensatory time may be cashed in on a regular scheduled payroll date. Hours less than eighty (80) will be added to the hours worked within the bi-weekly pay period and reported on the payroll check and summary. Hours of 80 or more, will be separately calculated (to avoid excessive income tax withholding) as an additional process. In either case, the hours will only be processed during a regular paycheck cycle on the regular payroll check date. There will be a limit of one additional process per paycheck cycle.

Section 12.8. Court Time: An employee who is subpoenaed or required to appear in court for City employment-related issues on the employee's day off, or non-duty hours, shall be paid at an overtime rate of time and one-half their straight time rate of pay for all hours spent in court; provided, however, that a minimum of two (2) hours for a virtual hearing or three (3) hours for in person show-up time shall be paid. Witness fees received by the employee shall be endorsed to and forwarded to the City. When the employee is required to appear but is not subpoenaed, the employee shall obtain a written statement from the requesting authority that he was required to appear.

Court appearances for non-employment related matters, scheduled during duty hours, shall be taken at the employee's own expense. The employee may use accumulated vacation, compensatory or holiday pay for such time or select an unpaid leave of absence.

Section 12.9 Light Duty: The City of Big Rapids recognizes the value of its employees and their contribution to everyday operations of the City. On the occasion that an employee is injured or ill and not able to perform the functions of their current position, the City offers light duty. Light duty would normally be a daytime Monday – Friday eight (8) hour work schedule (although this may be modified with the cooperation of the City and employee). This is to accommodate the needs of the employee and the City. The Employee is able to come back to work and not deplete their leave banks, and the City has a qualified employee to perform tasks that would otherwise detract from the day to day business of other employees. Light duty would be provided under the following terms and conditions.

- A. The City advises the employee that light duty work is available and sets up an appointment with Occupational Health to determine the restrictions that may be placed on the employee to be examined for light duty possibilities. The employee may also be the aggressor in requesting light duty medical accommodation by bringing in a medical restriction from his/her personal doctor. The City will honor that medical assessment as well.
- B. Occupational Health and/or the employee's physician will advise the City and employee of the nature of the work that can be accommodated and the specific restrictions that need to be observed. If the employee agrees with this assessment, work continues until the employee is medically released by the doctor.

The City shall keep the diagnosis confidential as appropriate, but will share the medical restrictions with supervisors to insure that the restrictions are being followed and the jobs assigned will meet the medical needs.

- C. The City will make every effort to place the employee in the department that they work for. However, the employer reserves the right to temporarily assign the employee to another department based on the work demand. The employee is still under the terms and conditions of this labor agreement while working the temporary assignment. The employee is required to abide by the requirements of the department that they are assigned to (work, lunch hours, etc.), while the employer is required to make the reasonable accommodations for the employee based on medical restrictions.
- D. The employee will be given first opportunity for available work hours over part-time personnel. The employee will be afforded full time work status, forty (40) hours per week unless restrictions from a physician dictate a lesser amount. The employee will then have to use the appropriate leave hours based on the nature and cause of their disability.
- E. Work will continue at this full-time basis unless and until the doctors alter this restriction by changing hours or conditions.
- F. Both the employer or the employee may request a second opinion on the restriction and the two consulting doctors will consult with one another to establish a common and appropriate work restriction plan.
- G. Accommodation of medical restrictions will be reviewed each month. It is understood that unless approved in writing by the City Manager medical light duty will not be extended beyond a six (6) month period of time without doctor recommendation, however, an additional (6) months extension will not be

unreasonably withheld. If the medical accommodation continues beyond that point disability retirement or other options will be reviewed or more permanent solutions discussed with the employee.

Section 12.10 Training/Meeting Time: Employees shall be paid their regular straight time rate of pay (up to 6 hours per pay period) for all time spent at required departmental meetings or training session, unless a higher rate is required by Fair Labor Standards Act or Michigan law. The hourly pay guarantees of Section 12.5 shall not be applicable to such training or meetings. This straight time training opportunity will only apply to training which is known at least 72 hours in advance of the start of the training session. Notification will generally be by departmental positing, but if the need arises, may be completed by phone, email or other methods that reach the affected officers with adequate notice. Training time earned under this provision may be paid out on the bi-weekly paycheck or accumulated in the officer's comp pay bank.

HOLIDAYS

Section 13.1. Holiday Pay: Subject to the eligibility conditions, an employee shall receive either eight (8) or twelve (12) hours of pay, depending on the employee's regular work schedule in effect on the date of the holiday, for the following recognized holidays:

New Year's Day	Labor Day	Christmas Eve
Memorial Day	Patriot's Day (9/11)	Christmas Day
Independence Day	Veterans' Day	Employee's Birthday
	Thanksgiving Day	Easter

Section 13.2. Holiday Eligibility: In order to be eligible for holiday benefits, an employee must satisfy all of the following conditions and qualifications:

- (a) Work the full number of scheduled work hours; or
 - (b) Work any combination of scheduled work hours and leave time to equal the regularly scheduled work hours;
- or
- (c) Receive approval in writing from their supervisor to take the day off on the City's last scheduled workday prior to each such holiday (which shall be Friday if the holiday is celebrated on Saturday, or Monday if the holiday is celebrated on Sunday) and the full number of scheduled work hours on the City's first scheduled workday after each such holiday. In the event of tardiness or absences, in subsection (a) above, of no more than one (1) hour on either the scheduled workday preceding the holiday or following the holiday, the City

may permit the employee to collect their holiday pay provided the employee can establish a reason satisfactory to the City for such tardiness or absences.

Section 13.3. Holiday Benefits:

(a) If an employee works on a holiday, they shall receive two (2) compensatory days off at a mutually convenient time. The holiday shall be considered for clarification the day that it is observed nationally. If a holiday falls during an employee's scheduled day off, they shall receive one (1) compensatory day off at a mutually convenient time. An employee shall be considered to have worked on a holiday only if more than half of their scheduled hours fall during the twenty-four (24) hour period of the holiday. Subject to the City's approval, holiday pay may be taken in compensatory time or in cash payment; there will be a limit of one additional process per paycheck cycle. Holiday time may be accumulated to a maximum of one hundred sixty hours (160).

(b) For employees scheduled on a 12-hour shift:

1. If the holiday is worked, the employee shall receive 24 hours' pay divided as follows: 16 hours holiday and 8 hours compensatory.
2. If the employee is off duty on the holiday, the employee shall receive 12 hours of pay divided as follows: 8 hours holiday and 4 hours compensatory.

(c) For employees scheduled on a 8-hour shift:

1. If the holiday is worked, the employee shall receive 16 hours holiday.
2. If the employee is off duty on the holiday, the employee shall receive 8 hours of holiday

Section 13.4. Holiday While on Layoff or Leave of Absence: Employees on layoff or on leave of absence are not eligible to receive holiday pay as provided for in this Agreement, except as provided in Section 13.2.

Section 13.5. Holiday on Vacation: If such a holiday falls within an employee's scheduled vacation period, and the employee would have been eligible for holiday pay for that holiday but for the vacation, the employee may take an additional day off at the end of their vacation period.

Section 13.6 Holiday Light Scheduling: The Department reserves the right to reduce the work force on Christmas, Thanksgiving, and New Years by first offering the day off to the senior employee on duty and then to the other members of the unit in order of their seniority. If no member volunteers to take the day off, the Department reserves the right

to order the junior member of the unit assigned to that shift off duty. Employees ordered off in this situation shall be entitled to 8 hours regular pay and 8 hours holiday pay.

The two Neighborhood Patrol Officers and School Liaison Officer shall be treated as a single shift for the purpose of this section.

No member of the unit will be ordered off more than one time per calendar year.

VACATIONS

Section 14.1. Vacation Accrual Allowance: All employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Time Off</u>
Less than five (5) years	84 hrs. (3.23 hr/pp)
At least five (5) but less than ten (10) years	120 hrs. (4.62 hr/pp)
At least ten (10) but less than years fifteen (15)	168 hrs. (6.47 hr/pp)
At least fifteen (15) years	200 hrs. (7.70 hr/pp)

Vacation leave is credited to eligible employees each pay period, based upon their years of continuous service as of that date.

Section 14.2. Vacation Eligibility: In order to be eligible for full vacation leave benefits each pay period, an employee must have worked a total of at least 80 hours during the preceding two (2) weeks. Employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked to 80. For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation, hours of compensatory time and all hours actually worked. The maximum number of hours that an employee may accrue is twenty-four (24) hours more than the number of hours that the employee accrues on an annual basis.

Section 14.3. Anniversary Date: An employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date thereafter

in succeeding years. An employee's length of continuous service shall be calculated from the anniversary date, and shall only be broken by a loss of seniority.

Section 14.4. Vacation Selection: Vacations will be scheduled by supervision at mutually convenient times subject to the employee needs of the particular operation, provided proper advance notice has been given. Seniority will be honored in ranking employee requests for particular vacation weeks.

(a) Vacation selections shall be made in order of seniority on each shift at the end of the shift sign-up period and prior to the actual shift rotation. Only one employee shall be allowed time off at a time without written approval from the Chief.

(b) Scheduled vacation selections shall be a minimum of enough vacation time to allow the employee off work for seven (7) consecutive days. The selection can be any continuous amount over the minimum.

(c) Employee's scheduled vacation meeting or exceeding the above minimum shall not be canceled except in cases of a general call back of all employees, regardless of current shift manpower levels.

(d) Employees will still have the option of requesting the use of vacation hours in amounts less than the minimum or outside the sign-up period. However, vacation hours requested in amounts less than the described minimum or outside of the sign-up period may be denied or canceled at the discretion of the Employer due to manpower demands.

Employees in the Public Safety (Police Division) Department shall receive forty (40) hours off for every forty (40) hours of vacation pay. Employees may not utilize vacation time during their first six (6) months of employment.

Any employee with less than one (1) year of service whose employment is terminated waives their right to any accumulated vacation time. All other employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that vacation year.

If a paid holiday falls within the week during which an employee is on authorized vacation, they will be given an additional day of vacation.

Vacation pay shall be computed on the basis of the employee's rate at the time the vacation is taken.

INSURANCE

Section 15.1. Life Insurance: The City shall carry a \$35,000 Life Insurance policy with \$60,000 of Accidental Death and Dismemberment coverage for each employee. The full cost of this policy shall be borne by the City. All employees shall be eligible for this insurance after completing thirty (30) calendar days of employment with the City.

Section 15.2. Liability Insurance: The City shall provide liability insurance in the amounts of \$100,000 for each occurrence and an aggregate amount of \$300,000 against liability for acts of an employee while they are in the performance of official police duties. A copy of the policy will be furnished to the Union bargaining committee upon request.

Section 15.3. Insurance Policies: All insurance benefits provided in this Agreement shall be governed by the terms and conditions set forth in the respective insurance policies not otherwise inconsistent with the provisions provided herein.

Section 15.4. Long Term Disability Insurance Coverage: During the term of this Agreement, the Employer shall obtain and pay the required premiums for a long term disability program for those full-time employees occupying a classification covered by this Agreement who participate in the Defined Contribution Plan. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty-six and two-thirds percent (66 2/3%) of their normal gross weekly wages per month. These benefits shall be payable from the 90th day of disability through age sixty-five (65). The benefit payable under this program is coordinated with compensation paid under the Social Security Act. The specific terms and conditions governing the long term disability program is set forth in detail in the policy governing the program as issued by the carrier.

Section 15.5 Short Term Disability: The employer shall provide Short-term Disability coverage for an illness or accident, which will pay the employee one-half (1/2) of their regular base salary, payable from the eighth (8th) day for a maximum of ninety (90) days which can be used in conjunction with sick pay at one-half (1/2) day per day, not to exceed their regular pay scale.

RETIREMENT

Section 16.1. Retirement Plan: The City maintains a retirement plan for employees created and operated under Act 345. This plan has two components, a defined benefit option and a defined contribution option.

- (a) The defined contribution option is for all employees hired after July 1, 1997 and those employees hired before that date who elected to

participate in that option. The defined contribution program provides the following benefits:

- (1) The City will contribute to each participant's account an amount equal to seven percent (7.00%) of the participant's compensation.
- (2) A participant may elect to contribute three percent (3.00%) of their compensation to their account. The City will make an additional contribution to the participant's account matching the participant's contribution of three (3.00%) percent of compensation.
- (3) A participant may make contributions in excess of three percent (3.00%) as permitted by the IRS Code, but the City will not match these additional contributions.
- (4) Participants are one hundred percent (100%) vested in their contributions and shall be vested in the City contributions in accordance with the following schedule:

50% upon completion of two (2) years of service

60% upon completion of three (3) years of service

70% upon completion of four (4) years of service

80% upon completion of five (5) years of service

90% upon completion of six (6) years of service

100% upon completion of seven (7) years of service

(b) The defined benefit option provides for a normal retirement benefit calculated based upon two and one-half percent (2.50%) of the average final compensation for the first twenty-five (25) years of service plus two percent (2.00%) of the average final compensation for each year of service in excess of twenty-five (25) years. Average final compensation is the best three (3) out of the last ten (10) years of service. Employees contribute six (6) percent of their gross compensation to the pension plan.

Section 16.2 Retirement Plan Committee:

1. The City will appoint a committee to thoroughly review the retirement options and investment portfolios available to City employees. One representative from each bargaining unit, the non-bargaining employees, personnel and finance shall be the review committee. The committee is expected to review and perhaps bid the various options that may be

available. A company will be selected by a committee of union and management personnel after qualifications have been advertised and reviewed. Once decided, the firm may be altered only by a decision of the committee or for just cause, or the Act 345 Board.

2. An important consideration in the bidding process will be regular hours committed to the education of employees, direct consultation opportunities with employees and a local business presence.

3. The decision of the committee will be referred to the Act 345 Board for ratification and to all employee groups for ratification. If the same plan is selected as a result of this review, the City will aggressively schedule consultation times at regular intervals and mandate training sessions as part of the continuing contracts.

4. It is the charge of the Committee to review both the 457 savings plan (with the full committee), and also the 401a and 457 Retirement plan of the Act 345 Public Safety Employees (with Public Safety and management members of the committee.). These programs may have differing priorities and may be handled in, and result in, differing results. Legal and financial experts are pledged to assist in this review and decision making.

5. It is the position of the parties at the outset that the options of individuals to make investment decisions should be adequate to provide discretion and options satisfactory to the members. It is also the position of the parties that these options will be controlled so as not to over burden the finance accounting process and staff in balancing and accounting for these options.

6. It is understood that the Act 345 Board has control of the retirement system of the Police Patrol Unit. As such the recommendations of the Committee and the decision of the Act 345 Board may be independent of the rest of the employee groups.

Section 16.3. Section 457 Savings Plan: In order to assist in the provision of retiree health insurance, a fund has been created to allow employees to save for the cost of retiree health insurance. Employees may elect to contribute three percent (3.00%) of their compensation to their account within this fund. If the employee elects to contribute the 3%, the City will make an additional contribution to the participant's account of two and one half percent (2.50%) of compensation. Participants are one hundred percent (100%) vested in their and the City's contributions.

UNPAID LEAVES OF ABSENCE

Section 17.1. Military Leave: The City and the Union agree that the matter of leave of absence for an employee during the period of military service with the Armed Forces of the United States, and of their reinstatement, thereafter, shall be governed by applicable statutes. Seniority employees who belong to the National Guard, Officers' Reserve Corp or similar military organizations will be allowed the normal leaves of absence provided by statutes.

Section 17.2. Personal Business Leave: An employee shall have the right to make written application for a leave of absence for a period of up to one (1) calendar month, for personal reason(s) of a persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave be granted, seniority and classification seniority shall be retained and accumulated during the period of leave. Extension of a personal business leave of absence may be granted, in the discretion of the City, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority and classification seniority shall be retained, but it shall not be accumulated upon.

Section 17.3. Educational Leave: The Employer or City may authorize an educational leave without pay for a period of not more than one (1) year.

Section 17.4. Non-Duty Disability Leave: A disability leave of absence will be granted to employees who have been absent ten (10) or more days and are unable to work because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the City to require a physician's certificate establishing to the satisfaction of the City that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits (and vacation if elected by the employee). This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than six (6) consecutive months. At the completion of the six (6) month period, the City may grant an extension of the leave for up to six (6) additional months, if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of the extended leave. The City may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a reasonable question as to the employee's capacity to perform the job, the City may require a medical examination by a physician chosen by the City at the City's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job

responsibilities must be satisfactorily maintained. Employees are required to notify the City of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the City by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the City indicating the employee is physically or mentally able to return to work. In the event that the employee disagrees with the Employer's determination, they may request a second opinion at their own expense.

Section 17.5. Union Business Leave: One member of the Union appointed to attend a function of the Police Officers Labor Council such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. Such leave shall not exceed two (2) calendar weeks in duration.

A request for Union business leave of absence shall be submitted in writing at least seven (7) days in advance of the leave, by the President of the Bargaining Unit, to the Police Chief, and shall state the general purpose for which Union business leave is requested.

Section 17.6. Paid Union Business Leaves: Each year, Stewards/union officers shall receive two (2) days off with pay for Union business, not to exceed a total of six (6) days for the Bargaining Unit. Requests for union leave shall be made in writing to the Director of Public Safety at least seven (7) days in advance of the date(s) requested.

Section 17.7. Workers Compensation Leave: Upon written application, a leave of absence for a period of not more than twelve (12) months will be granted to employees who are unable to continue to work for the City because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the City, subject to the City's right to require medical proof. At the completion of the twelve (12) month period, the City may grant an extension of the leave for up to six (6) additional months, if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of the extended leave. The City may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the City.

BULLETIN BOARDS

Section 18.1. Union Bulletin Boards: The Employer will provide a bulletin board in each department which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.

- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) Other matters pertaining to Union business.

Section 18.2. Employer Bulletin Board: The Employer will maintain a bulletin board for posted Employer materials, such as required employment notices, MIOSHA notices, and miscellaneous City-wide notices. Each employee shall be responsible for checking and reading posted materials. Any materials so posted by the Employer shall be presumed to have been read by employees and accordingly, employees shall be presumed to be on notice regarding such posted materials.

RATES FOR NEW JOBS

Section 19.1. Rates for New Jobs: When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a permanent classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation. Failure to reach agreement for the rate of pay shall be subject to the Grievance Procedure commencing with arbitration.

WRITTEN AGREEMENTS

Section 20.1. Other Agreements: There are no understandings or agreements or past practices which are binding on either the City or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the City or the Union until it has been put in writing and signed by both the City and the Union.

POSTING PROCEDURES

Section 21.1. Special Duty Assignments: When permanent special duty assignments are to be made, a description of the duties of the assignment will be posted for five (5) days so that interested officers may apply by written notice to the Police Chief. The Police Chief shall consider all applicants, their qualifications and seniority, but the employee selected shall be at the sole discretion of the Police Chief.

STRIKES - WORK INTERRUPTIONS

Section 22.1. No Strike/No Lockout: The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner with the services of the Employer.

The City may, at its option, discipline, including discharge, any or all employees violating any provision of the first paragraph of this Section.

During the term of this Agreement, the City shall not cause, permit or engage in any lockout of its employees.

Both the City and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this Section shall be construed as a waiver of any such right to which either party is entitled.

SICK LEAVE

Section 23.1. Sick Leave Credit: Every Police Department employee shall be allowed sick leave with pay at the rate of twelve (12) hours for each month of continuous service. This sick leave will be credited equally with each bi-weekly check paid to officers in the amount of 5.54 hours per pay. Unused sick leave for Police Department employees may be accumulated up to a maximum of one thousand three hundred twenty (1,320) hours.

Sick leave is a benefit for employees to be used in the case of illness or injury and is not a benefit to be converted into wages during the normal course of employment. Employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave, except for when the employee retires from the Employer and is able to draw an immediate retirement allowance from the Employer or upon death of the employee. Upon retirement, the employee will be paid for sick leave hours as follows:

Option I: These employees shall be paid for the above accrued but unused sick leave hours at fifty percent (50%) of their current regular straight time rate of pay.

Section 23.2. Loaned Sick Leave: The employer will provide eligible employees a voluntary sick leave donating program as outlined in City policy.

Section 23.3. Use of Paid Sick Leave: An employee eligible for sick leave with pay may use such leave for the following:

- (a) Absence due to illness of the employee, or not to exceed one day due to an emergency illness of the employee's immediate family which is limited to husbands, wives, children and parents.
- (b) Medical, dental, or optical related appointment for the employee or the employee's immediate family. The department head may require a presentation of certificate of attending physician, dentist or optician.
- (c) Absence to act as pallbearers.
- (d) To make up the difference in pay between an employee's normal pay and what they are paid through Worker's Compensation or Short Term Disability.
- (e) Up to three (3) days per year may be used for care for a newborn child or upon placement of an adopted child with the employee.

Section 23.4. Records and Reports: Only the sick leave record kept by the City office shall be considered official. These records may be reviewed by the employee. Upon return to work, all sick leave must be requested in writing to the department head who will deliver said request to the City office so the official record can be updated.

Section 23.5 Definition of Retirement: The definition of retirement, as it applies to this Sick Leave section only, shall mean any full time employee who:

Makes application for and begins receiving periodic withdrawals from the Act 345 Defined Contribution Plan within thirty (30) days of their termination of employment with the City of Big Rapids, or

Obtains age 55 with at least 15 years of service credit, age 50 with at least 25 years of service credit, or age 60 with at least 10 years of service credit, regardless

of whether they elect to begin immediately receiving withdrawals from the Defined Contribution Plan.

Retirement shall also apply to full-time employees who have made application for and have been certified by the U.S. Department of Health and Human Services, Social Security Administration to receive normal retirement benefits within thirty (30) days of their termination of employment with the City of Big Rapids.

BEREAVEMENT PAY

Section 24.1. Funeral Leave: When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, grandparent, grandparent of current spouse, child or step-child, brother or sister, brother-in-law or sister-in-law, the employee on request will be excused for up to three (3) calendar days immediately following the date of death, provided they attend the funeral.

Step-parents, step-brothers and step-sisters shall also be included.

An employee excused from work under this paragraph shall, after making written application, receive the amount of wages they would have earned by working during straight-time hours on such scheduled days of work for which they are excused. Time thus paid will not be counted as hours worked for purposes of overtime.

MISCELLANEOUS

Section 25.1. Shoes and Boots: The City will furnish one (1) pair of uniform shoes and one (1) pair of zipper rubber boots as determined by management.

Section 25.2. Clothing Reimbursement: For this bargaining unit, the Employer will provide up to \$400 each fiscal year as needed for clothing purchased for use while at work, for employees assigned as Detective, and CMET Officer.

Unit members assigned to CMET for training purposes for 3 months or less are not eligible for any clothing allowance.

Section 25.3. Cleaning: Cleaning and maintenance of uniforms shall be furnished by the City.

Section 25.4. Uniforms: All uniforms and equipment, including ammunition, shall be furnished by the City.

Section 25.5. College Tuition Reimbursement: The City agrees to reimburse an employee for tuition incurred under the following conditions:

- (1) The employee must notify the City in writing of the course(s) and the higher education institution that they intend to attend before registration.
- (2) The City must approve of the course(s) in writing.
- (3) The course(s) must be directly related to the employee's work with the City.
- (4) The employee must complete the course with a minimum grade of "C".
- (5) The maximum reimbursement shall be not more than \$900 per contract year.

Section 25.6. Examinations: The Employer reserves the right to require an employee to receive a physical or mental examination by a competent physician if the Employer has cause to believe that the employee's fitness for duty is in question. The Employer shall pay for any required examinations, and the employee shall authorize the Employer to receive the medical report. The Employer shall give advance notice to the affected employee and to the Union, citing specific reasons for the required examination, prior to any examination being scheduled.

Section 25.7. Drug Use and Testing: The City strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on City premises (including parking lots and in City vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- A. If the City has a reasonable suspicion that the employee in question is:

1. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
2. Is currently possessing on City premises unauthorized drugs/alcohol, or,
3. Has sold, distributed drugs/alcohol on or off City premises or attempted the same.

Drug testing shall be conducted by a certified N.I.D.A. agency unless it is part of a routine medical exam in which case it will be performed by the medical institutions performing the examination.

- B. As a part of a routine scheduled physical examination.
- C. Upon return from a leave of absence of thirty (30) days or more.
- D. During random periods during an employee's probationary period.

The City agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

Section 25.8. Last Chance Policy: An employee who voluntarily discloses a dependency on drugs/alcohol to the City and voluntarily undergoes a City-approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the City will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the City's drug free policy.

Section 25.9. Americans with Disabilities Act (ADA): Neither the Employer nor the Union shall be held liable for any employee disadvantaged under this Agreement due to the Employer's or Union's compliance efforts, including reasonable accommodation, with the Federal Americans with Disabilities Act ("ADA").

Section 25.10. Family and Medical Leave: Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible under the Family and Medical Leave Act (FMLA) for leaves of absence for any one, or more, of the following reasons:

- (1) The birth of a son or daughter, and to care for the newborn child;

- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- (4) Because of a serious health condition that makes the employee unable to perform the essential functions of his or her job; and
- (5) Because of any qualifying exigency arising out of the fact that a spouse, son, or daughter of the employee is on active duty (or has been notified of any impending call to active duty) in the Armed Services in support of a contingency operation.

An eligible employee may take up to 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Military Caregiver Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who suffered a serious injury or illness in the line of duty on active duty in the Armed Forces shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for that servicemember. This servicemember family leave shall only be available during a single 12 month period, and during that 12 month period an eligible employee shall only be entitled to a total of 26 weeks of combined regular FMLA leave and Military Caregiver Leave.

When an employee requests a leave of absence under the FMLA, the Employer reserves the right to require the employee to utilize any accumulated paid leave that is available for use under the Labor agreement covering the circumstances under which the FMLA leave is requested. In the event that more than one type of paid leave is available, the employee shall have the option to select the order in which the paid leave is to be used. As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period

The provisions of this section are supplemented by the City's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act.

Section 25.11 Direct Deposit: The union will utilize the direct deposit services for the City for their bi-weekly payroll checks and all other wage and benefits payments such as holiday pay and comp bank pay. Employees will provide their appropriate bank information to Payroll.

Section 25.12 De Minimus Benefits: Employee compensation may include additional de minimus benefits as provided at the discretion of the City Manager within the annual budget.

Section 25.13 Wellness Fitness: The City and Union acknowledge that working 12 hour shifts will be physically taxing on officers. To that end the sides agree to work together and develop a wellness/fitness program and criteria for the betterment and stamina of officers.

Section 25.14 Jury Duty Leave and Pay: An employee who is summoned and reports for jury duty shall be granted a jury leave of absence with pay for such period. An employee granted a leave of absence under this section who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid for time spent performing jury duty at the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work, exclusive of all premium pay. During non-schedule work time an employee will be compensated at their regular rate of pay for all hours spent. In order to receive payment under this Section an employee must give the Employer prior notice as far in advance as possible that the employee has been summoned for jury duty and the employee must furnish satisfactory evidence that jury duty was performed for the day(s) the employee claims jury duty pay. An employee who does not serve, as a juror must report for work promptly after being excused. Immediately upon payment from the court for jury duty attendance, the employee will bring the payment to the City Treasurer. The City Treasurer will retain the per diem portion of the payment and reimburse the employee for the mileage portion of the payment.

SAFETY AND EQUIPMENT

Section 26.1. Maintenance of Equipment: The City agrees to maintain all equipment in safe working order. Officers shall be required to report all unsafe equipment and working conditions to their immediate supervisor. No employee will be required to work with equipment or under conditions which have been found to be unsafe.

Section 26.2. Cell Phones: The City agrees to furnish three (3) basic cellular telephones for use in the course of the shift and only for Department business.

LONGEVITY

Section 27.1. Longevity: Longevity will be paid under the following schedule:

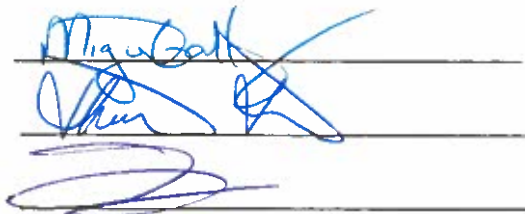
After completion of five (5) years' continuous service	\$ 800
After completion of ten (10) years' continuous service	\$1,100
After completion of twenty (20) years' continuous service	\$1,300

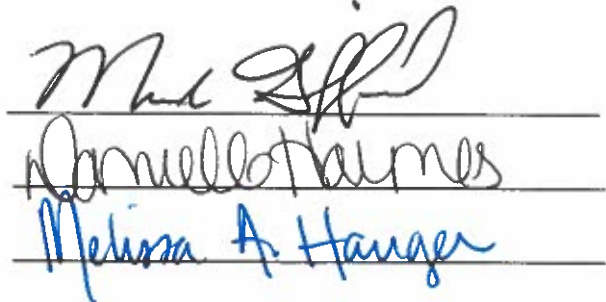
Longevity payments will be paid to eligible employees on December 1, or the following Monday if the 1st falls on a Saturday or Sunday. To be eligible to receive longevity payments, the employee must be employed by the City on December 1 and have completed the required number of years of service as of that date. Employees who die or retire under the pension plan prior to December 1 shall receive a prorata benefit based upon the hours worked prior to termination or retirement. In case of death, longevity payments shall be made to the employee's dependents. Such prorata payments shall be made as soon as practicable after the death or retirement.

TERM OF THIS AGREEMENT

Section 28.1. Termination: This Agreement shall become effective on January 1, 2022 or ratification, whichever is later and which will end on December 31, 2024, and for successive annual periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, re-negotiate, change or amend this Agreement. All conditions of employment shall be maintained during contract negotiations.

**POLICE OFFICERS LABOR COUNCIL CITY OF BIG RAPIDS
(PATROL OFFICERS UNIT)**







APPENDIX "A"

Classifications and Wage Rates

The following classifications and annual rates of pay will become effective the first pay period on or after the dates indicated:

Effective 1/1/22, a 2.5% increase over the previous year

Effective 1/1/23, a 2.5% increase over the previous year

Effective 1/1/24, a 2.5% increase over the previous year

	<u>1-1-22</u>	<u>1-1-23</u>	<u>1-1-24</u>
<u>DETECTIVE</u>	\$63,826	\$65,422	\$67,058
(2% with degree)	\$65,102	\$66,730	\$68,398
<u>POLICE OFFICER:</u>			
After 3 years	\$59,256	\$60,737	\$62,255
(2% with degree)	\$60,441	\$61,952	\$63,501
After 2 years	\$57,020	\$58,446	\$59,907
(2% with degree)	\$58,161	\$59,615	\$61,105
After 1 year	\$52,661	\$53,978	\$55,328
(2% with degree)	\$53,716	\$55,059	\$56,435
After 6 months	\$51,586	\$52,876	\$54,198
(2% with degree)	\$52,618	\$53,934	\$55,282
Start	\$51,023	\$52,299	\$53,606
(2% with degree)	\$52,044	\$53,345	\$54,679

Each employee will go to the next salary step on the beginning of the payroll period next following his anniversary date.

Employees with three (3) years' or more of police experience with up-to-date certification are to enter the pay scale at the after one (1) year rate of pay upon hire. At completion of the probationary period the employee shall be paid the after two (2) year rate of pay.

Employees with five (5) years' or more of police experience with up-to-date certification are to enter the pay scale at the after one (1) year rate of pay upon hire. At completion of the probationary period the employee shall be paid the after three (3) year rate of pay.

Definitions:

LATERAL: Advanced rank or salary based on prior experience with a different law enforcement agency.

"Year of service" shall be defined as a minimum of 2,080 hours worked in patrol or investigations only, within the four-year period immediately preceding the application.

Patrol shall be defined as work under the general supervision, performs law enforcement and crime prevention work for the protection of life and property; patrols an assigned area in a police car, on motorcycle, or on foot, enforcing federal, state and municipal laws and ordinances. Any law enforcement experience outside of these two areas shall not be considered toward lateral transfer status.

Years of service with another agency shall **NOT** count towards seniority, longevity pay, nor retirement.

COMPENSATION OF POLICE EXPERIENCE - An employee with a B.A. or B.S. Degree in Police Science shall receive a two percent (2%) increase in base pay