

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF EATON RAPIDS, MICHIGAN

-and-

**CAPITOL CITY LABOR PROGRAM
NON-SUPERVISORY POLICE OFFICERS**

July 1, 2025 through June 31, 2028

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**ARTICLE 1
AGREEMENT**

1.1 Parties. This agreement is entered into between the City of Eaton Rapids, Michigan, hereinafter referenced to as the “City” and the Eaton Rapids Police Department Non-Supervisory Division of Capitol City Labor Program Inc., hereinafter referred to as the Union.

1.2 Purpose. It is the intent and purpose of this agreement to assure mutually beneficial working and economic relationships between the parties hereto, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment.

1.3 Date of Acceptance. This Agreement being entered into this _____ day of _____, 2025.

**ARTICLE 2
RECOGNITION**

2.1 Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947, as amended, the City hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees of this bargaining unit.

2.2 Definition of the Bargaining Unit. The bargaining unit consists of all Police Officers of the Police Department of the City of Eaton Rapids, Michigan, whose positions are classified as Sergeant, Patrolman/Police Officer, except the Police Chief, Lieutenant, Clerical Employees and Dispatchers.

**ARTICLE 3
MANAGEMENT RIGHTS**

3.1 Reservations. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself all powers, rights authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States of America, the Constitution of the State of Michigan, the Law of the State of Michigan, the Eaton Rapids City Charter and the Eaton Rapids City Code. This reservation shall, however, be limited and waived by the City to the extent so provided in this Agreement and subject, but not limited to, those rights and limitations set out in paragraph 3.2 of this article.

3.2 Description of Rights. Further, all rights which ordinarily vest in and are exercised by employers such as are specifically relinquished herein are reserved to and remain vested in the City, including, but not limited to, the following rights:

- (1)** To manage its affairs efficiently and economically including the determination of the quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuation of any services, material or methods of operations;
- (2)** To introduce new equipment, methods, machinery or process, change or eliminate equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- (3)** To sub-contract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities and the City agrees to notify the union of any proposal under this subsection; this does not include routine maintenance or replacement to existing facilities systems and structure.
- (4)** To determine the number, location and type of facilities and installations;
- (5)** To determine the size of the work force and increase or decrease its size;
- (6)** To hire, assign, transfer from one classification or shift to another within the bargaining unit, promote, and lay off employees;
- (7)** To direct the work force, assign work and determine the number of employees assigned to operations;
- (8)** To establish, change, combine, or discontinue job classifications, and to establish wage rates for any new or change classifications;
- (9)** To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked.
- (10)** To establish work schedules;
- (11)** To discipline and discharge employees for just cause;
- (12)** To adopt, revise and enforce working rules and carry out cost and general improvement programs; however, the Union shall be given notice of the adoption or modification of any rule or regulation by the employer, which notice shall include a copy of its terms, and should the Union disagree with its terms or provisions, the Union and Chief agree to meet and confer regarding the disagreement and if the issue is not resolved by its method, the Union may thereafter discuss the new rule or regulation with the City Manager who shall have the final and binding decision on the rule or regulation.
- (13)** To transfer and demote for just cause, employees from one classification, department or shift to another;

(14) To select employees for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of employees to perform available work;

(15) To hire temporary or non-full-time Michigan certified officers for the purpose of filling in for scheduled absences and special events, when regular full-time employees of the bargaining unit have been offered to work such scheduled absences or special event. Temporary or non-full-time Michigan certified officers may also be utilized by the Employer whenever regular officers are not reasonably available, on disability leave or until replacement officers can be hired and trained, if necessary. Scheduled absences are defined as sick leave, vacations, compensatory time, and earned time off. Other than this Article, the provisions shall not apply to temporary or non-full-time employees. This provision shall not be used to reduce the force below eight (8) full-time sworn officers with none on layoff. The rate of compensation for the temporary or non-full-time Michigan officers shall be at the hourly rate applicable to the beginning rates recited in Article 24 of this Agreement.

ARTICLE 4 **MANAGEMENT SECURITY**

4.1 Essential Services. 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 be 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.

ARTICLE 5 **UNION MEMBERSHIP**

5.1 Non-Discrimination. The City and the Union will not discriminate against any employee because of membership or non-membership in the Union. The City and the Union agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such member's or other person's race, creed, color, sex, age, height, weight, marital status, employable disability, political affiliation or national origin. The City shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis. The City and the Union further agree that they shall give no special consideration or favor to any employees or group of employees because of race, creed, color, sex, age, height, marital status, employable disability, political affiliation or national origin, nor will the City assign, promote or transfer any employees on a quota system in violation of this provision.

5.2 Deduction of Dues. The City agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Unions dues subject to all of the following subsections:

A. The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning the subject, or any interpretation made thereof.

B. All Check-Off Authorization Forms shall be filed with the City.

C. The Treasurer may return any incomplete or incorrectly completed form to the Union's treasurer, and no check off shall be made until such deficiency is corrected.

D. The City shall check off only obligations which come due at the time of check-off and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

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

F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the City Treasurer and the Union and the amount owing the Union shall reflect accordingly with the next payment from the employee and the union.

G. The Union shall provide at least thirty (30) days written notice to the City Treasurer of the amount of Union dues to be deducted from the wages of City employees in accordance with this Article. Any change in the amounts determined will also be provided to the City Treasurer at least thirty (30) days prior to its implementation.

H. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Union.

I. The Union shall exclusively use the following Check-Off Authorization Forms as herein provided for:

CAPITOL CITY LABOR PROGRAM, INC.

I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues, as certified by the Union. The amount deducted shall be paid to the treasurer of the Union, according to the Agreement reached between the City and the Union.

This authorization shall remain in effect unless terminated by me upon sixty days written notice to the Union in advance or upon termination of my employment.

PRINT:

_____	_____	_____
Last Name	First Name	Middle Initial
Signature: _____		
Address: _____		
City: _____		State: _____
Date Deduction is to Start: _____		
	Month	Year

ARTICLE 6
UNION BARGAINING COMMITTEE

6.1 Bargaining Committee. The bargaining committee of the Union will include not more than two (2) employees of the Police Department. The bargaining committee shall also consist of not more than two (2) non-employee representatives to be appointed by the Union. The Union will furnish the City’s Designated representative with a written list of the Union’s bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

6.2 Compensation. One City employee member of the Union bargaining committee will be paid for the time spent in negotiations with the City, including one (1) hour immediately prior to or one (1) hour immediately after the bargaining meeting is over, or a combination of time periods before and after that does not exceed one (1) hour, but only for straight time hours the employee would otherwise have worked, had the employee worked the regularly scheduled shift.

ARTICLE 7
PROBATIONARY PERIOD

7.1 New Employees. When new employees are hired in the unit, they shall be considered a probationary employee for the first twelve (12) months of continuous, regular, full-time employment. New employees who successfully complete their probationary period shall be paid a one time Five Hundred (\$500.00) dollar bonus.

7.2 Representation. The Union shall represent probationary employees for matters related to rates of pay, wages, and hours of employment. The Union shall not represent a probationary employee for matter of discipline or discharge.

7.3 Review of Performance. Probationary employees will be reviewed in accordance with established Field Training Program guidelines through the first quarter. Employees will then receive a review each quarter through the end of the probationary period. New employees who successfully complete their probationary period shall be paid a one time Five Hundred (\$500.00) dollar bonus.

7.4 Discharge of New Employees. The City retains the right to discharge a probationary employee during the probationary period for any reason deemed appropriate or necessary by the Chief.

7.5 Probation Extension. If the City requests an extension of an employee's probation period, it must be for cause and notification sent to the union. An extension shall not be for more than thirty (30) days.

7.6 Reimbursement of Law Enforcement Academy Training. In an effort to recruit police officers, the City may enter into, and thereafter enforce the terms of, academy sponsorship repayment agreements with prospective employees pursuant to the Wages and Fringe Benefits Act, MCL 408.478(1)(b). The Union has no obligation to intervene in disputes arising from agreements entered into prior to employment, which the City seeks to enforce after an employee's separation from active employment.

ARTICLE 8 **SENIORITY**

8.1 Definition. Seniority shall mean that status attained by the length of continuous service in the department. An employee's seniority begins on the date the employee joins the department as an officer and does not include the time spent as a cadet at the academy, even if employed with the department.

8.2 Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority showing name, position, class and seniority date, and shall furnish a copy to the lodge in March or each year.

8.3 Scheduled Overtime. Scheduled overtime shall be offered to bargaining unit employees by seniority by posting the overtime in a conspicuous location. The seniority list will be honored for seven (7) days. After seven (7) days, the overtime will be offered on a first come first serve basis.

8.4 Unscheduled Overtime. Unscheduled overtime shall be offered, by seniority, to those members of the bargaining unit that are available to work. The unscheduled overtime shall take into consideration whether an officer is currently working or is scheduled to work a shift that is contiguous with the overtime need to be filled.

Management will contact the available members of the bargaining unit, by telephone or text messaging, to determine if they are available to work. If no answer is received, then the next senior members will be contacted until the overtime is filled. If no member of the bargaining unit wishes to avail themselves of the overtime, the assignment will be filled by inverse seniority.

8.5 Seniority Accrual. Seniority shall not accrue as a result of any unpaid leave of absence, unless on Military leave or said leave is pursuant to the Family and Medical Leave provision contained in this Agreement. (Unpaid leave is defined as leave where the employee receives no employer contracted wages or benefits in place of wages.)

8.6 Seniority and Benefits. Notwithstanding any other provision in this Agreement to the contrary, seniority for the purpose of benefit eligibility shall be calculated from the last date of hire into this bargaining unit. Except as specifically provided for in Section 24.3, prior service with this or any other municipality or employer shall not be counted for this purpose.

8.7 Restoration After Promotion. A person promoted under section 20.14 may, within six (6) months of such promotion, return to their previously held position within the bargaining unit. This decision may be made by either the City or the affected employee. This section shall work in conjunction with section 9.3.

ARTICLE 9 LAYOFF AND RECALL

9.1 Definition. Layoff shall mean the separation of employees from active workforce due to lack of funds or the elimination of positions because of changes in organization.

9.2 Order of Layoff. No permanent or probationary employee shall be laid off from a position in the Police Department while any temporary or provisional employees are serving in the same position class in that Department.

Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority.

9.3 Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

9.4 Notice of Layoff.

- A. Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days prior notice. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by registered mail to their last known address.
- B. Layoffs of more than one (1) year shall require the employee to have a physical examination at the City's expense prior to return to duty on call back.

9.5 Preferred Eligible Lists.

- A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible list in order of departmental seniority. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each rank from which laid off.

- B. The name of an employee who is laid off will remain on the list for a period of time equal two (2) years. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Police Department before any other persons are selected from employment or promotion in those ranks.

ARTICLE 10
LOSS OF SENIORITY

10.1 Loss of Seniority. An employee's seniority and status as an employee will be lost if:

- A. The employee resigns or quits.
- B. The employee retires.
- C. The employee is convicted of a felony, a Circuit Court misdemeanor, or any conviction which would prohibit the officer from carrying a firearm in the performance of the officer's duty. Conviction of a traffic offense involving O.W.I. or impaired driving will require the employee to satisfactorily complete a substance abuse rehabilitation. Nothing in this section shall prohibit the employer from taking additional corrective action, including with just cause.
- D. The employee has been on layoff for a period of two (2) years.
- E. The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- F. The employee fails to respond to a recall notice within seven (7) calendar days.
- G. The employee has been placed on permanent disability compensation status.
- H. The employee makes an intentional and materially false statement on the employment application, or on an application for unpaid leave of absence or an incident report, during an internal investigation or for failing to inform the Chief of Police within three (3) calendar days, or as soon thereafter as possible, of having been arrested for any reason.
- I. The employee is subject to a final determination permanently revoking his or her Michigan Commission on Law Enforcement Standards ("MCOLES") license within the meaning of MCL 28.609(13)(e).

ARTICLE 11
LEAVE DAYS

11.1 Definition. Because police officers are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the City grants days off in lieu thereof and refers to these days as “Leave Days.”

11.2 Scheduling. Leave days shall be taken subject to management approval and shall be scheduled in conjunction with an eighty (80) hour pay period. Employees on a ten (10) hour schedule will get three (3) consecutive days off unless the training needs of the department take priority. Leave days will be posted with shift Selections(Section 13.5).

11.3 Changing. Employees covered hereby, may change a leave day after a specific monthly schedule has been posted, if they receive permission from the management representative who is in charge of scheduling.

11.4 Conjunction with Vacation. Employees may, with management approval, take leave days in conjunction with their vacation.

11.5 Emergencies. Employees who work on leave days, pursuant to management’s rights to require employees to work overtime, shall be compensated as provided in the overtime compensation article of this contract.

ARTICLE 12
VACATION

12.1 Eligibility. All full-time employees shall receive their vacation entitlement effective January 1st of each year. All newly hired employees vacation eligibility date shall be prorated after his or her successful completion of field officer training (FTO). An example of the formula to prorate a new employee’s vacation eligibility is as follows:

An employee who successfully completes FTO training on October 1, 2025 will receive a prorated portion of vacation hours on October 1, 2025, for the three months worked in 2025 (October, November and December), or 3/12 of his or her accumulation (10 Hours). In January 2026, the same employee will receive forty (40) hours of vacation to be used for the remainder of the calendar year. In January 2026 and every January thereafter, this employee will receive his or her vacation according to the schedule in Section 12.2 of this Collective Bargaining Agreement.

12.2 Vacation Earned. Employees who have completed one (1) or more consecutive years of service shall be eligible for the following vacation amounts with pay as of their eligibility date, as defined above, provided the employee had been compensated for 1800 hours in the qualifying year:

<u>Length of Continuous Service</u>	<u>Annual Vacation Leave</u>
Upon Completion of FTO	40 hours
1 year but less than 5 year	80 hours

3 years but less than 5 years	100 hours
5 years but less than 10 years	120 hours
10 years but less than 20 years	160 hours
20 years plus	200 hours

No vacation leave shall be earned by an employee during a leave of absence without pay or during a layoff.

12.3 Payment. Vacation leave shall be paid at the authorized regular rate of pay being earned at the time other vacation is taken. Employees who are leaving the service of the City for any reason and who are entitled to receive payment for earned vacation time shall receive such payment based on their regular rate of pay earned during their last pay period of active service, provided that in case of resignation, the employee must give the city a minimum of two weeks' notice prior to the employee's last work day.

12.4 Scheduling. Vacation leave credit shall be earned as of the employee's eligibility date as set forth in 12.1 and 12.2 above. Vacation leave shall be granted to employees covered hereby, by the management representative of the Police Department who is in charge of scheduling vacations and will be granted at such times as they will least interfere with the efficient operation of the Police Department, with due regard for the expressed preference of the employee covered. Seniority shall be observed if all vacation requests for a particular period cannot be honored.

12.5 Posting. An eligible employee may, to the extent the employee's unused earned vacation permits, request vacation(s) during each calendar year. Vacation requests shall be approved on a first come, first serve basis and are subject to approval by the Chief of Police or their designee who may consider the operational needs of the Department and availability of personnel. Requests shall not be unreasonably denied. Should two or more conflicting vacation requests be received on the same day, they shall be granted or denied based on departmental seniority.

Vacations shall be taken in increments consistent with the employees scheduled shift assignment.

12.6 Cumulation. Vacation time shall be taken by the employee within one (1) year after it is earned. Employee may elect to carry over vacation time from one year to the following year or cash in vacation time for payment, provided they submit a written request to the Chief of Police for approval in the month of December. An employee shall be able to cash in 100% of his or her unused vacation time for payment, if he or she has made a reasonable request for vacation time during the applicable year and was denied same by the Chief. No employee shall be allowed to accumulate more than two (2) weeks' vacation (80 hours) from a previous vacation year. Vacation accumulation requests may be granted in whole or in part and at such times as will least interfere with the efficient operation of the Police Department which will not affect the welfare and safety of the people of the City of Eaton Rapids.

12.6.1 Pro-Rated Vacation. Employees resigning their employment or on a family or medical leave of absence shall receive pro-rate vacation allowance based upon one-twelfth (1/12th) of the vacation pay for each month in which they were compensated 15 or more work days between their eligibility date and their last day

worked, provided the City is given a minimum of two (2) weeks' notice prior to resignation or the beginning of the leave of absence.

12.7 Coupling with Leave. Vacation days and leave days may be coupled upon mutual agreement between the employee involved and the Chief of Police or their designated representative.

ARTICLE 13 **HOURS AND RATES OF PAY**

13.1 Work Day and Hours. Employees of the unit will be on a twelve (12) hour schedule.

(1) The 12 hours shifts will be from 6:00 a.m. to 6:00 p.m., 15:00-03:00 and from 6:00 p.m. to 6:00 a.m.

(2) The eight hours shifts will be from 06:00 to 14:00 or from 15:00 to 23:00 or from 22:00 to 06:00. Depending on the individual officers' circumstances and needs, the City will take into consideration these needs when scheduling the eight hour shift for each officer.

(3) The days will be on a fixed schedule on a 28-day cycle.

(4) The 10 hr. relief shift will be 9:00 a.m. to 7:00 p.m. or 7:00 a.m. to 3:00 p.m. depending on the time of the year.

13.2 Overtime. It is anticipated that the needs of the Department may require employees to work overtime. Overtime is defined as work performed by an employee over and above the employee's normal scheduled work day or normal scheduled work week, when authorized by the Chief or his/her designee. All employees on duty shall be paid for overtime at the rate of one and one-half (1-1/2) times their regular hourly rate.

Unilateral changes in the schedule shall not be made by management to avoid paying overtime.

13.3 Compensatory Time. Bargaining unit employees who work overtime shall have the option of being paid for their overtime in wages or converting the overtime into compensatory time (at time and one-half). Employees may accumulate comp time in a bank that shall not exceed sixty (60) hours at a given time. Comp time shall be used at any time that is mutually agreeable between the employee and the Chief provided it is not used within the same period in which it is earned and/or provided it does not create a foreseeable overtime situation.

Employees may roll over up to twenty-five (25) hours of comp time from one year to the next. In all cases, compensatory time which has not been used or rolled over shall be paid off by no later than the second payroll date in January, and shall be paid at the rate at which it was earned.

13.4 Call-Back and Call-In Pay. If an employee is called in to work or is called back to work by the Chief or designated representative at a time not in conjunction with the employee's regularly scheduled shift, the employee shall be paid for such call-back and/or call-in time at the rate of time

and one-half the employee's regular hourly pay rate, with a minimum of two (2) hours' payment at the overtime rate, unless such time worked shall extend past two (2) hours, in which event the employee shall be paid overtime for the exact hours or portion thereof so worked.

13.5 Shift Selection. The employer will permit non-supervisory employees who have completed their probationary period to select a shift based on seniority except as provided below. Shift selection shall not apply for employees on special assignment, training, for the orientation of probationary officers, vacations, personal leave, the usage of compensatory time, leave associated with military leave, or where, in the determination of management, the operational needs of the Department take priority. For purposes of this section, 'Shift' shall be defined as a consecutive block of hours in any 24 hour period with a specific start and end time. Shift assignment shall be defined as the shift which has been selected by an eligible employee as provided for in this section.

In the event management intends to change or alter currently established shifts, the Chief of Police or their designee shall post notification of such by September 1st for any change effective the next calendar year. Once established, these shifts will not be changed during that calendar year unless there is an agreement between Employer and the Union to do so. The selection of shift assignments will occur every four months for periods that begin on January 1st, May 1st, and September 1st and will be conducted at least four months in advance of the date the shift is scheduled to start. The schedule of shift assignments will be posted not less than thirty days prior to implementation for the specific monthly schedule.

If Changes in shift assignment are required by management, the employee will be given at least five (5) days notice prior to the date on which the change will be implemented. If timely notice is not given, the employee affected by the change in shift assignment shall receive overtime compensation for each hour worked for which the five (5) day prior notice was not timely. If timely notice is given, the Employer is not obligated to pay overtime to the employee affected by the change unless the employee is otherwise entitled to overtime pursuant to Section 13.2. Employees may trade shift assignments with management approval.

The relief shift is designated shift to provide coverage for officers using pre-approved compensatory time, personal days, vacation days or training. Officers will bid on this shift as covered in the shift selection section of this Agreement. The Relief Shift Officer, (RSO), will have a designated shift while not covering for other officers. The relief shift is specifically exempt from any provisions in this Agreement requiring three consecutive pass days.

Once a relief shift is established by management, the RSO shall have the ability to request changes in the days or shift on which the RSO is not covering for another officer. The Chief of Police will, in good faith, consider each requested change and, provided, in the Chief's sole discretion, the overall best interest of the department is not compromised by the requested change, such requests will be granted. Any request which would cause the department to incur overtime expenses is understood to be among those situations which would not be in the best interests of the department.

Further, if the RSO's schedule changed after it has been established, according to the notice provision of this section, the RSO may request a particular pass or workday, or shift other than that assigned by the Chief, and such request shall be granted, if the Chief, in his sole discretion, determines that the best interests of the department are not compromised by granting the request.

There would normally be two consecutive pass days for the RSO except when unavoidable to provide coverage for the absence of another employee.

The Union agrees that, since the granting or denial of requests for schedule changes by the RSO fall within the sole discretion of the Chief of Police, no grievance will be filled by the Union, or any of its members, arising out of the granting or reasonable denial of a request for schedule change by an RSO. The union retains the right to grieve the reasonableness of the grant or denial.

13.6 Pyramiding. Payments for overtime, court time and call-back time shall not be duplicated for the same hours worked as heretofore provided.

13.7 Court Time. If, as a result of employment as a member of the City of Eaton Rapids Police Department, an employee is subpoenaed into court or has to go to court in order to validate a complaint/warrant when off duty, the employee shall be paid (if off-duty) at the rate of time and one-half of the employee's hourly rate of pay, with a minimum of two (2) hours payment at the overtime rate, unless such time shall extend past two (2) hours, in which event the employee shall be paid overtime for exact hours or portion thereof so worked. The employee shall keep any statutory mileage fee for court appearances if the employee uses a personal car (which fee shall not be made a part of any overtime compensation under this agreement) but the employee shall turn back to the department any statutory witness fee.

13.8 Jury Duty. Employees required by law to serve as jurors shall upon providing satisfactory proof to the City of such service rendered, receive the difference between the jury pay and the regular straight-time hourly rate for the time lost from the scheduled hours of work while on jury duty (to a maximum of 10 hours per day and forty hours per week for the number of days actually served on jury duty).

Employees shall provide the City with the official subpoena or notice requiring the Employee's attendance in Court together with proof of the amount of compensation received.

It shall be a condition of the foregoing that an employee report for work whenever excused from jury duty during normal work hours.

In the event an employee is summoned for jury service during a period that the employee is assigned to work a shift other than the day shift and upon receipt by the Chief of immediate notice of the summons for jury service and its terms, that employee shall be reassigned to the day shift for the period that the employee is subject to being called for jury service.

13.9 Shift Coverage. The City agrees that there shall be at least two Michigan certified members of the department on duty between 1500 hours and 0300 hours on Thursday, Friday, and Saturday of each week.

13.10 Use of Non-Bargaining Unit Supervisor for Overtime. Non-bargaining unit supervisors will not have their shift changed to avoid the payment of overtime to cover shifts and assignments normally worked by bargaining unit members, except that non-bargaining unit supervisors may be utilized to cover this overtime, regardless of shift designation, after such overtime is offered to bargaining unit members and bargaining unit members are unavailable or decline to work the

overtime. The phrase “non-bargaining unit supervisor”, for purposes of this section does not include the Chief of Police.

13.11 Payouts of Accrued Benefits. Any payouts that are required to be made by the City as part of this Agreement shall be made no later than the 2nd payroll date in January of any given year.

13.12 Field Officer Training Pay. Officers who are assigned to work as training officers shall receive two (2) hours of compensatory time for each day they are assigned to work with a trainee on top of their normal hours.

ARTICLE 14 **HOLIDAYS**

14.1 Holidays. The following days shall be considered holidays:

Employee’s Birthday	New Year’s Day
New Year’s Eve Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve Day	Christmas Day
Easter	Martin Luther King Jr. Day

14.2 Scheduling. The City retains the right to schedule employees to work on holiday or alternately to dismiss them with pay, as is the usual practice with other City employees. An employee who is scheduled to work a holiday, but is sent home will receive holiday pay for the scheduled day. If an employee is scheduled not to work on his or her birthday, he or she will be given another day off as the birthday holiday, that is mutually agreeable with the employee and employer.

14.3 Compensation.

(1) Worked holidays. Bargaining unit employees scheduled to work holidays will receive two and half (2 ½) times their regular rate of their shift. This may be paid in the form of wages, compensatory time, or a combination of wages and compensatory time.

(2) In the event of two officers working a holiday and management determines that only one is needed, the most senior officer will have the choice of working or taking the holiday off.

14.4 Recognition.

Employees who normally work Monday through Friday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement, when it falls on a Sunday, the following Monday shall be observed as the holiday, excepting that, whenever state or federal statute requires than any

such holiday be observed on a day or date other than as set forth above, the holiday shall be observed on the date or date prescribed by state or federal statute, whichever is controlling.

Employees who normally are scheduled to work any of seven days in the week. Holidays which fall on Saturday shall be recognized and celebrated on Saturday. Holidays which fall on Sunday shall be recognized and celebrated on Sunday.

ARTICLE 15 GROUP HOSPITAL AND MEDICAL INSURANCE

15.1 Medical Plan. The city shall make available to the members of the bargaining unit Blue Care Network Plan 1000/2000. The employees/participant in Blue Care Network 1000/2000 shall provide a premium contribution share toward the cost of the applicable premium in the amount of 20%.

Current Employees may select from the following options:

Plan A: Current employees BC/BS – BCN. See Appendix.

Plan B: An Employee may, on an annual basis, elect to waive medical coverage for a monthly cash consideration of \$300 per month, only if the employee provides proof that coverage is being provided by another group medical plan. An employee may re-enroll in the City medical plan immediately if he/she loses other medical coverage, subject to any pre-existing condition provisions that may apply. Effective January 1, 2014, the City of Eaton Rapids will not issue a separate check or direct deposit for funds allocated to the waiver (or opt out) of health benefits. This payment shall be part of the employees' applicable payroll check or direct deposit.

15.2 Flexible Spending & Dependent Care. Employees of the bargaining unit shall have the opportunity to participate in a program whereby the employee may have the option to have deducted from the employee's weekly wage, before taxes, a sum that will be placed in an account by the employer for the employee's benefit to be used for qualifying medical expenses of the employee and the employee's dependents which are not otherwise covered by medical insurance coverage made available to employees of the bargaining unit. The program contemplates that the employee will then submit statements reflecting the medical expenses not covered by insurance that will be paid from said fund to the extent funds are available therein for that purpose.

Each employee of the bargaining unit shall have the opportunity to participate in a program whereby the employee may have the option to have deducted from the employee's weekly wage, before taxes, a sum that will be placed in an account by the employer for the employees benefit to be used for child care purposes. The program contemplates that the employee will then submit verification of child care expenses that will be paid from said fund to the extent funds are available therein for that purpose. The employer will establish the details of the program and will make same available to the members of this bargaining unit.

15.3 Dental Plan. The Employer shall provide the BCBSM Traditional Plus Dental 3 Dental Plan. The employee shall pay no more than twenty percent (20%) of the total premium cost of any dental benefit provided by the Employer.

15.4 Health Insurance for Retirees. City sponsored health care for retirees shall be administered as follows:

- A. The City agrees to provide during the term of this agreement for an eligible retiree only, paid health insurance, the terms of which shall be in accordance with the insurance contract between the City and the Carrier. An eligible retiree shall be defined as a former employee who has qualified to receive normal retirement benefits under the Michigan Municipal Employees Retirement System, (MMERS), and who has obtained twenty-five (25) years or more years of continuous active service with the City of Eaton Rapids Police Department prior to this/their retirement, and, it not eligible to receive equal or better health insurance coverage under another group health insurance plan.

Eligible retirees hired after July 1, 2013, will be responsible for the payment of a monthly premium cost for the medical coverage elected, that will be based on fifty (50%) percent of the employer's cost.

Employees hired after July 1, 2019 will be offered a health funding savings vehicle plan through MERS. The plan is a defined contribution savings plan that the Employer will contribute \$100 per month of service into.

- B. The current spouse/dependent of an eligible retiree for whom the City is purchasing health insurance may be added as a dependent and the City will pay its portion of the required premium provided that the spouse/dependent is not eligible to receive group health insurance coverage from another source.
- C. The surviving spouse of a retiree who was receiving healthy insurance under this Section may continue to participate in the group health insurance upon the death of the retiree provided that the spouse is not eligible to receive equal or better group health insurance coverage from another source, the monthly premium is paid to the City in advance, and the spouse has not remarried.
- D. An employee who has terminated employment with the City but has obtained twenty-five (25) years of continuous active service, but is not eligible to receive normal retirement benefits from MMERS at the time of termination, shall be an eligible retiree when MMERS benefits are received provided that the retiree has maintained

continuous health insurance coverage under the City's health insurance plan since termination by paying in advance the full amount of the required monthly premium to the City, or, has supplied satisfactorily documentation that continuous group health insurance coverage has been maintained.

- E. A retiree who voluntarily withdraws from the City's group health insurance plan shall not be eligible to reenter such plans unless satisfactory documentation is provided to the City that continuous group health insurance coverage has been maintained.
- F. Primary health insurance coverage under the City's group health care plan shall cease at the time the retiree and/or spouse becomes eligible for health insurance coverage under Medicare, Medicaid, or other Federal or State health care program. Supplemental health insurance coverage under the City's group health care plan shall be available to the retiree and/or spouse provided that enrollment in Medicare, Medicaid, or other Federal or State health care program is obtained and maintained at the sole expense of the retiree and/or spouse.

The City shall provide a Medigap policy "K" at the expense of the City. If the retiree wants a more expensive policy, then the City shall be obligated to only contribute up to the cost of the Medigap "K" premium.

- G. Retiree health care benefits as provided herein are conditional upon the existence of the City's group insurance plan as provided to the bargaining unit and benefits may be changed or discontinued as any other terms and conditions of employment may be changed or discontinued in accordance with the laws governing collective bargaining between the City and the Union.
- H. Documentation necessary to verify continuing eligibility for coverage under the City's group health insurance plan shall be provided to the City by the retiree and /or spouse on at least an annual basis. Failure to pay the required premiums or falsification of documentation attesting to eligibility shall result in the forfeiture of any and all rights to group health insurance coverage provided under this Section.

15.5 Vision Care. The City will provide the Blue Vision 24/24/24 plan. The employee shall pay no more than twenty percent (20%) of the total premium cost of any vision insurance benefit provided by the Employer.

ARTICLE 16
GROUP LIFE INSURANCE

16.1 Coverage. The City agrees to provide a Double Indemnity term policy to each active employee in the principal amount of \$35,000.00. The principal amount is subject to reduction, based upon age restrictions which may exist in the plan language.

ARTICLE 17
SICK LEAVE

17.1 Sick Leave with Pay. During a period of absence from work due to an employee's illness or injury, the employee will be paid from sick leave credit hereinafter provided for. Sick leave will also be charged in the event a Family and Medical Leave is taken.

17.2 Notification. An employee using sick leave must notify the Police Chief, or his/her designated representative as soon as is practicable under the circumstances. Where an employee's need for sick leave is foreseeable (e.g., doctor's appointments or medical procedures), the employee may be required to comply with the applicable City or Department policy regarding advance notice. Such policy on foreseeable sick leave may not require the employee to provide more than seven (7) days advance notice.

17.3 Proof of Illness. A physician's certificate may be required by the Police Chief or designated representative when the employee has utilized sick leave for more than three (3) days. Where a physician's certificate has been requested, the out-of-pocket cost of the requested exam will be borne by the city. A completed sick leave affidavit, on a form provided for that purpose, must be signed by the employee claiming paid time off, and it shall then be submitted to the City's Personnel Department on the date of an employee's return from any absence chargeable to his sick leave. Falsification of any sick leave affidavit may be cause for discipline.

17.4 Purpose. Sick time accrued by the employee may be used by the employee for the following purposes:

- (a) mental or physical illness, injury, or health condition of the employee or a member of the employee's immediate family; (For purposes of this Article, "immediate family" shall be defined as: biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis; biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; Grandparent; Grandchild; Biological, foster, and adopted sibling; and/or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.)
- (b) medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, disease, or health condition(s);
- (c) preventative medical or dental care for the employee;

- (d) to supplement workers' compensation benefits in the event of an on-duty injury in an amount equal to the employee's gross base wage.

Consistent with the requirements of the Paid Medical Leave Act, PA 338 of 2018, MCL 408.961, et seq, an employee shall be permitted to use seventy-two (72) hours of sick leave time annually for any of the following additional reasons. The sick leave time available for the reasons listed below is included in, and is not in addition to, the annual sick leave accrual set forth in Section 17.7:

- (a) if the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability;
- (b) to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- (c) for closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency;
- (d) where it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

17.5 Sick Leave Credit. Sick leave credit will not be allowed in advance of being earned or in anticipation of future credits. If an employee does not have sufficient sick leave credits, payroll deductions for the time lost shall be made for the pay period in which such absence occurred.

17.6 Minimum Increments. Sick leave shall be recorded in minimum one half (1/2) hour increments.

17.7 Sick Leave Accrual. Employees shall be credited with 8.33 hours of sick leave upon completion of each calendar month. This credit will provide 100 available sick hours per year.

17.8 Personal Leave. Up to fifty (50) hours sick time may be used by each employee for personal leave each year. Personal leave days must be approved by the Police Chief or designee in advance of their use and may be used by the employees may bank any portion of the unused sick time they have earned that year, or the employees may bank any portion of the unused sick time they have earned that year which they choose not to have reimbursed.

17.9 Sick Leave Reimbursement. Employees shall have the option at the end of the calendar year to receive reimbursement in wages for any portion of the unused sick time they have earned that year, or the employees may bank any portion of the unused sick time they have earned that year which they choose not to have reimbursed in wages.

17.10 Maximum Accrual. Each employee has the option to carry over unused sick leave from year to year up to a maximum accumulation carry over of three hundred eighty-four (384) hours. Any sick time carried over under this option may only be used by the employee for sick time, may not be used for any other purpose and is not subject to the options under Section 17.5 and 17.6. Once the three hundred eighty-four (384) hours maximum sick time accumulation under this section has been reached, sick time earned thereafter may be used by the employee for sick leave, may be cashed in for payment at the end of the year, or be used (up to 50 hours) for personal leave; or a combination of the above.

17.11 Humanitarian Clause. Should employees covered by this Agreement become physically or mentally handicapped to the extent that they cannot perform their regular job, the City will make every reasonable effort to place the employee in a position within City employment that they are physically and mentally able to perform, subject to the City's legal or contractual obligations to other City employees.

17.12 Light Duty Assignments. Should an employee become pregnant, or suffer an injury or illness directly related to their employment, they will be immediately eligible for light duty assignment after receiving a clearance from a physician designated by the City. The physician must specify the type and nature of work that can be performed. Should the employee disagree with the decision of the City's physician, the employee may seek the opinion of his or her physician, at his or her own cost. If the two opinions are in conflict, the City and the employee agree to select a third physician to render an opinion. Both parties agree to share the costs associated with the third opinion. The opinion of the third physician shall be final and binding.

Should an employee suffer an injury or illness not directly related to their employment they may be eligible for light duty assignment once they have exhausted both their compensatory time and their available sick/personal leave hours, including those hours that the employee may have their compensatory time or sick bank. The employee will not be required to exhaust their vacation time. As stated in the previous paragraph, an employee eligible for light duty must be cleared from by physician selected by the City, who shall examine the employee and shall determine the type and nature of the work that an employee on light duty is capable of performing. Should the employee disagree with the decision of the City's physician, the employee may seek the opinion of his or her own physician, at his or her own cost. If the two opinions are in conflict the City and the employee agree to select a third physician to render an opinion. Both parties agree to share the costs associated with the third opinion. The opinion of the third physician shall be final and binding.

The Chief of Police or his designee will maintain sole discretion in determining the available light duty hours, and reserve the right to alter the work schedule to ensure proper shift coverage.

17.13 Unused Sick Time Payout. An employee who voluntarily quits during the first twenty-four (24) months of employment, or any employee who is terminated at any time, will not be eligible for the payout of unused sick time. An employee who voluntarily quits and has more than

twenty-four (24) months of active service shall be entitled to receive a fifty (50%) percent payout of the last one hundred twenty (120) hours of unused sick time. The rate of the payout shall be based upon the rate of the pay the employee received at the time the unused sick hours are paid. An employee who voluntarily quits must give the required notice of two (2) weeks prior to the last work day in order to be eligible for these benefits. If the employee retires under the term of the employer's retirement program referenced in paragraph 21.11, the employee shall receive compensation for seventy-five (75%) percent of the unused sick time the employee has accumulated at that time, not to exceed a maximum payout of two hundred eighty-eight (288) hours. The rate of the payout shall be based upon the rate of pay the employee received at the time the unused sick hours are paid.

17.14 Disability Program. The Employer will provide each employee covered by this Agreement a program of disability benefits for loss of wages not covered by any other insurance program for a period not to exceed two (2) years from the date of benefit commencement. When injury or illness prevents the employee from performing his or her usual work, the City will pay, subject to a maximum of \$13,000 per year, a weekly indemnity benefit of \$275.00 per week, calculated at a daily rate of \$55.00 for so long as such disability continues; however claims will be based on any twelve (12) month period, and those days used under this schedule will be reinstated as eligible days twelve (12) months after those days are exercised. This program will commence on the twelfth (12th) working day after the beginning of the disability. Written notice of injury upon which claim may be based must be given to the City within twenty (20) days of date of the commencement of the first loss for which benefits arising out of each such injury or sickness may be claimed. As soon after an employee commences using this benefit as practicable, the employee shall provide the City with a physician's statement as to expected return-to-work date with any restrictions. The employee shall keep the City informed as to any changes by the employee's physician in the expected return-to-work date.

17.15 Family and Medical Leave. An employee who has worked for the Employer at least twelve (12) months (and worked at least 1,250 hours in that period) may apply for a leave of absence pursuant to the Family and Medical Leave Act (FMLA) for the following reasons:

1. To care for a newborn son or daughter
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. In order to care for the spouse, son, or daughter, or parent of an employee who has a serious health condition; or
4. Because of a serious health condition that makes the employee unable to perform the functions of the job.
5. Because the employee needs to deal with a "qualifying exigency" (a short notice deployment, military events or activities, childcare or school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, or similar activities) that arise from the fact that the employee's spouse, son, daughter or a parent is on

active military duty deployment to a foreign country or has been notified of an impending call or order to active duty deployment in a foreign country.

“Serious health condition” means an illness, injury, impairment or physical or mental condition that (1) requires overnight inpatient care at a hospital, hospice or residential care facility; or (2) incapacitates a person for more than three (3) consecutive calendar days and involves continuing treatment by a “healthcare provider”; or (3) results from pregnancy or involves prenatal care; or (4) involves a chronic serious health condition that continues over an extended period of time, requires periodic treatment by a healthcare provider, and causes episodic or continuous periods of incapacity; or (5) involves a permanent or long-term condition for which the person is under the continuing supervision of a healthcare provider; or (6) involves multiple treatments and/or recovery from treatment for a condition that might cause an incapacity of more than three (3) consecutive days if not treated. “Healthcare provider” includes a doctor of medicine or osteopathy, pediatrician, dentist, clinic psychologist, clinic social worker, optometrist, chiropractor (only when treating a subluxation by manual manipulation of the spine), nurse practitioner or nurse midwife authorized to practice in the State, listed Christian science practitioners, and any other healthcare provider accepted by our group health insurance carrier.

“Covered service member” means a member of the U.S. Armed Forces (including the National Guard or other reserves) or a veteran who has served within the preceding five (5) years, undergoing medical treatment, recuperation or therapy, or otherwise in outpatient status or on the temporary disability retired list, due to an injury or illness incurred in the line of duty on active duty that may render the service member unfit to perform the duties of his or her office, grade, rank or rating.

Any eligible employee will be granted up to twelve (12) weeks unpaid work weeks of leave during a 12-month period for leaves granted under FMLA.

Employees anticipating the need for a leave pursuant to the FMLA are requested to provide at least thirty (30) days advance written notice of the need for leave. If it is not possible to provide thirty (30) days advance notice, the employee should provide as much advance notice as practical under the circumstances.

In any case in which the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the Employer.

Employees requesting medical leave for a serious health condition under paragraphs C and D above, including intermittent or reduced schedule leave must provide certification of the serious health condition of the employee or eligible family member which includes the following:

1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. Appropriate medical facts regarding the condition.

Such certification shall be on the form approved by the U.S. Department of Labor. (See Appendix A.)

If the Employer questions the need for the leave or the adequacy of the medical certification, it shall the right to obtain a second opinion, at the Employer's expense. If the two health care providers opinions differ, a third opinion from a health care provider may be requested by the Employer mutually agreed upon by the Employer and the employee, which opinion shall be paid for the Employer and will be final and binding on the parties.

Where two (2) spouses work for the Employer, they will be allowed a total of twelve (12) weeks between them to take a family leave to care for a son or daughter or parent.

There shall be no loss of seniority or accrued benefits during the period of a family leave. Health insurance benefits shall be maintained during the family leave at the same level and conditions as if the employee has continued to work. Employees will be required to include any accrued paid time off as part of the twelve (12) week period granted for any reasons set forth in items (1), (2), (3) and/or (4) above.

Employees on family leave for twelve (12) weeks or less shall be returned to work to the position they held prior to taking leave. If an employee is authorized to be on a family leave for more than twelve (12) weeks, the employee's reinstatement will depend upon the employment needs of the Employer. Any employee on an authorized family leave for longer than twelve (12) weeks and not immediately reinstated will be returned to work in line with the employee's seniority when a position becomes available provided, the employee is fit for duty and returns to work at the conclusion of family leave or twelve (12) consecutive months after the start of the initial leave, whichever is earlier.

An employee on family leave who desires to return to work must notify their Department Head at least seven (7) calendar days prior to the return date.

If an employee fails to return to work at the conclusion of a family leave or any extension thereof, up to a maximum of twelve (12) months, the employee shall be treated as a voluntary quit.

An employee who has been absent for medical reasons must obtain a return to work release from the employee's physician which must certify the employee is fit for duty without restrictions or specify the type, nature and duration of any work restriction, if applicable.

An employee seeking to return to work with medical restrictions shall be returned to work in line with the employee's seniority to an available position, if any, which the restricted employee is capable and qualified to perform. If an employee cannot be placed in a suitable position, the employee will be placed on continued leave status until an appropriate accommodation can be made up to a maximum of twelve (12) months.

FMLA benefits are in addition to other unpaid leaves of absence benefits provided by the Collective Bargaining Agreement.

ARTICLE 18
LEAVES OF ABSENCE

18.1 Union Duties. The employer will endeavor to establish a work schedule to accommodate the attendance during off duty hours by the Division President at the two union meetings a month.

18.2 Unpaid Leave of Absence. A bargaining unit member may request to be absent without pay for personal reasons. A one-time unpaid leave of absence for up to ten (10) consecutive days in a calendar year may be authorized by the Chief of Police. A one-time unpaid leave of absence for up to thirty (30) consecutive days in a calendar year may be authorized by the Chief of Police and the City Manager. Any unpaid leave of absence greater than thirty (30) days must be approved by the Chief of Police, the City Manager, and the City Council. Management reserves the right to use temporary or non-full-time Michigan certified officers to cover any unpaid leave of absence.

Any employee shall not accrue benefits on seniority or employer paid insurance benefits during a leave of absence approved under this Section of more than ten (10) days.

18.3 Military Leave. The reinstatement rights of any employee who enters the Military Service of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

18.4 National Guard Service. Leaves of absence will be granted to employees who are active in the National Guard, or branch of the Armed Forces Reserves, for the purpose of fulfilling their annual field trip obligations, provided such employees make a written request for such leave of absence immediately upon receiving their orders to report for such duty.

ARTICLE 19
BEREAVEMENT

19.1 Application. Upon the death of any member of an employee's, or the employee's spouse immediate family and upon notification to the Chief or their designated representative, the employee shall be granted absence with paid leave for 3 days. The choice of the three days will be at the discretion of the employee and need not be consecutive. Immediate family shall be defined as spouse, child, sibling, parent, grandparent, grandchild, other legal dependent or step-children/sibling/parent/grandparent. In the event that a funeral is not held within five (5) days then the employee may defer up to three (3) days to be used within six (6) months to attend to matters relating to the death. One (1) day period bereavement leave is available for employees to attend funeral services for extended family not included above. At the discretion of the Chief, time off may be granted for extenuating circumstances or to attend funerals of other than family members provided such time is charged to vacation or personal leave.

ARTICLE 20
RETIREMENT

20.1 Retirement Benefit. Each regular full-time employee of the bargaining unit hired on or before July 1, 2013 shall become a member of the Michigan Municipal Employees Retirement System at the time the employee qualifies, which plan shall be the B-4 plan with the F50/25 rider and FAC 3. Each regular full-time employee in the B-4 plan will pay 6.25% of their wages to assist in the funding of the B-4 benefit.

Each regular full-time employee of the bargaining unit hired between the dates of July 1, 2013 and June 30, 2019, shall become a member of the Michigan Municipal Employees Retirement System at the time the employee qualifies, which plan shall be the B-1 plan.

Each regular full-time employee in the B-1 Plan will pay a step increased amount of their wages to assist in the funding of the B-1 benefit (July 1, 2025: 4.5%; July 1, 2027: 4.5%; July 1, 2028: 4.5%).

Each regular full-time employee of the bargaining unit hired on or after July 1, 2019, shall become a member of the Defined Contribution Plan administered by the Michigan Municipal Employees Retirement System at the time the employee qualifies. The City agrees to pay ten percent (10%) of the employee's wage into the Defined Contribution program with a required five percent (5%) of wages being contributed by the employee. An Employee is fully vested in the City's contributions to the Defined Contribution plan after three (3) years from the date of enrollment. Employees will receive credit for vesting purposes for the time enrolled in the 457 plan prior to July 1, 2025.

20.2 457(b) Supplemental Savings. Each regular full-time employee of the bargaining unit may enroll in a 457(b) supplemental savings plan at the employee's option.

ARTICLE 21
MISCELLANEOUS

21.1 Address and Telephone Numbers of Employees. Each employee covered by this agreement whether on or off the active payroll, shall keep the City currently advised of his/her correct mailing address for the location at which the employee principally resides and their current telephone number.

21.2 Bulletin Boards. The City shall provide a bulletin board for the Union in an area acceptable to the Police Chief. The bulletin board will be for the Union notices and information. These bulletin boards, or anything posted thereon, will not be disturbed by any official of the City of Eaton Rapids, provided that all postings comply with the conditions set forth herein. The board shall be used only for the following notices:

1. Recreational and Social Affairs of the Union
2. Union Meetings

3. Union Elections
4. Results of the Union Elections
5. General Union Information
6. MCOLES Information
7. Union Newsletter
8. Other items requested by the union representative.

21.3 Effect of this Agreement. No agreement, understanding, variation, waiver or modification or any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Employer, unless executed in writing between the parties hereto and the same has been ratified by the Union.

It is further understood and agreed that this Agreement constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other agreement, understanding, past practice and arrangement heretofore existing and any past practice occurring before the execution of this Agreement is hereby made void.

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

21.5 Special Meetings. The Union representative may meet at a place designated by the employer, on the employer's property, for a meeting for which a written request has been made by the employer or the Union. One employee representative of the Union at special meetings will be paid by the employer for time spent in special meeting, but only on their regular work schedule.

21.5.1 Special Conferences. Any employee who believes or suspects that a Federal or State Law, regulation or City ordinance is being violated is encouraged to take the matter up with the Chief of Police first, who shall give a written response within five (5) working days after receipt of the employee's concern. If the employee is dissatisfied with the Chief's response, the employee is to request a meeting the City Council to discuss the concerns. After discussing the concerns with the City Council, the City Council will investigate the matter and submit a written response to the employee. If the employee is dissatisfied with the City Council's governmental agency for a resolution of the concerns.

21.6 Effect of Invalidity of Provisions of this Agreement. If any provision of this Agreement is held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

21.7 Legal Coverage. Whenever any claims are made or any civil action is commenced against the employee for damages caused by acts the employee within the scope of the employee's authority and while in the course of his employment, the City will pay for, or engage in, furnish the services of an attorney to advise the employee as to claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgment for damages is awarded against an employee as a result of any civil action or damages caused by the employee while in the course of employment, the City will indemnify the employee or will pay, settle or compromise the judgment. The City's obligations under this section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

21.8 Uniforms. In the selection, procurement and issuance of uniforms, the employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function, and responsibility of the officer. The City will provide officers with the necessary equipment to include a ballistic vest, footwear, and all the equipment will be standardized (to mean like items but not necessarily matching brands).

21.8.1 Uniform Maintenance. The City shall provide a suitable schedule for cleaning and duty caused maintenance of all uniforms at no expense to the employee.

21.9 Police Cruisers. All replacement police cruisers shall have power windows to be operated from the driver's position; air conditioning; power steering, power brakes; power door locks; AM/FM Radios; and a suitable protective screen. If the City is unable to provide any of the equipment herein listed, the City and the Union agree to meet and negotiate necessary changes. The City shall strive to ensure consistent placement of interior emergency components for the same make and model vehicles, if possible. It is understood that the City has the right to change parts and installers of these part(s) and that consistent placement may not always be achieved.

The City shall maintain a maintenance log on each patrol vehicle. This log will contain information pertaining to the type of work performed, date the work was performed and the name of the person/facility that performed the work. This maintenance log will be made available to officers upon written request.

Patrol vehicles shall be maintained in a safe and working manner.

21.10 Safety. The City shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The City shall

furnish protective devices and/or equipment as is reasonably necessary to properly safeguard the health of the employees and protect them from injury.

21.11 Residency. Employees are required as a condition of continued employment, to reside within a twenty five (25) mile radius of the nearest boundary of the City of Eaton Rapids. However, if an employee has a good reason, based upon extenuating circumstances, the employee may request the City Council to waive this requirement and if the request is denied the employee may grieve the reasonableness of the denial.

21.12 Secondary Employment. Employees shall not perform outside work which may involve the adult entertainment industry or with a business where liquor served by the glass is a majority of the business. Any outside employment involving law enforcement or security work may only be performed with the prior written approval of the Chief of Police.

21.13 Evaluations. Each employee of the bargaining unit shall be subject to a written evaluation by management on an annual basis and the content of the evaluation shall be shared with the individual employee.

21.14 Training. The City will provide training to keep employees updated on laws and procedures. Employees who are desirous of additional training shall notify the Police Chief, in writing of their desires to attend law enforcement training schools and/or seminars. Attendance shall be at the discretion of the Police Chief and in accordance with the needs of the Department and funds allocated for such purpose.

21.15 Special Assignments. Any special assignment will be posted for a minimum of two (2) weeks giving members of the bargaining unit opportunity to apply for the assignment. Employees interested in being considered for the special assignment will apply to the Chief or designee in writing, including their qualifications for the assignment. The Chief will select a candidate from the list of qualified applicants after conducting any interviews or testing deemed appropriate. If there are no applicants the Chief may designate the member of the bargaining unit for the special assignment.

Special assignments shall be defined as those assignments performed more than 24 hours per week, on a continuing non-overtime basis, and for a duration of more than 30 days.

21.16 Fitness for Duty. The city reserves the right to require an employee to undertake an examination by a physician, psychiatrist or psychologist if the City has reasonable grounds for concern regarding an employee's mental condition to perform the duties of Sergeant or Patrol officer. The City shall pay the full cost of any required examination, and the employee shall sign a written authorization for the City to receive a written report from the examiner. This Section shall constitute such written authorization in case the employee fails to sign a separate written authorization. The City agrees to keep any report received confidential. If the employee disagrees with the results of the report, the employee may obtain an independent examination by a psychiatrist or psychologist of the employee's own choosing.

An independent report shall be furnished to the City and the employee shall assume full cost of such examination. In case the findings of the two reports are in opposition to each other, the two

psychiatrists or psychologists will appoint a third expert to issue a report or findings. The parties shall share the expenses of the third expert.

21.17 Gym Membership. The city agrees to reimburse employees for the cost of a gym membership at a monthly rate not to exceed \$35 per month. The employee will be responsible for submitting proof of payment to the City prior to being reimbursed.

21.18 Physical Fitness Incentive. Effective July 1, 2021, officers in the bargaining unit may choose to participate in a voluntary physical fitness test based upon the Michigan Commission on Law Enforcement Standards (MCOLES) “pre-enrollment physical fitness test”. The test will be administered by an outside licensed agency and officers electing to participate will be responsible for scheduling the test and arranging all necessary medical clearance. Those officers passing the test (defined as meeting or exceeding the MCOLES pre-employment age-based minimum standards) shall receive an annual bonus in the amount of eight hundred (\$800.00) dollars.

21.19 Educational Reimbursement. With the prior written permission of the Chief, which will not be unreasonably withheld, the employer shall reimburse employees for expenses they incur not to exceed two thousand five hundred dollars (\$2,500.00) per year per employee (upon verification) for required textbooks and/or tuition in courses taken by the employee that are law enforcement related field including but not limited to management, IT, or medical first responder training. An employee who is paid this benefit must return the cost to the city if they leave employment before twenty four (24) months of payment.

21.20 Beards. Employees may grow well-groomed, maintained, and intentional beards. Beards must be neatly trimmed, professional in appearance, and appropriate for policing. Beards may be no longer than one fourth ($\frac{1}{4}$) of an inch and symmetrical in appearance in that no part of any beard may be longer or shorter than the rest of the beard. Designs, coloring, or unnatural dying of any beard or any part thereof is prohibited. Management reserves the right to direct employees to remove facial hair due to issues with fitting of personal protective equipment or for any violation of the herein enumerated requirements or spirit of those requirements. Such direction will not be grievable by the individual employee or the Union.

21.21 Drug Testing. The parties agree to participate in the attached Drug Testing Policy (See Appendix B)

21.22 School Resource Officer. The City may hire an MCOLES certified police officer to serve in the position of School Resource Officer (“SRO”) within the Eaton Rapids School District. The SRO’s duties and responsibilities, schedule, and wages shall be dictated by the Intergovernmental Agreement of February 2022 (See Appendix C). While the SRO is not a member of the bargaining unit, the City hereby agrees that should it desire to alter the terms and conditions of employment of the SRO from those enumerated in the Intergovernmental Agreement, the City shall bargain with the Union regarding such changes.

ARTICLE 22 **PROMOTION**

22.1 Promotional Process. To be eligible to participate in promotional process for the rank of Sergeant, a candidate must:

- a. Must have an associate's degree in criminal justice plus three (3) years of law enforcement experience with two (2) years experience with the Eaton Rapids Police Department or an associate's degree in any field plus four (4) years law enforcement experience with three (3) years' experience being with the Eaton Rapids Police Department;
- b. Must have achieved a minimum score of 70% passing score on the written exam. This exam will be related to the daily operations of the Eaton Rapids Police Department. Scoring for the promotional process will be as follows:
 - Written examination—100 points (maximum score)
 - Oral Board Review—80 points (maximum score)
 - Seniority points—one point for each full year of service with the Eaton Rapids Police Department in a patrol capacity (maximum score of 20 points)
- c. Promotional opportunities shall be posted for thirty days and interested candidates must submit a resume and letter of intent to the Chief within that time period.
- d. Any promotional list resulting from this process will remain in effect for two (2) years.

The City further agrees to use an objective selection procedure for all other promotions to ranks within the police department but outside the bargaining unit, except Chief.

ARTICLE 23 **GRIEVANCE PROCEDURE**

23.1 Definition of a Grievance. A grievance is a claimed violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation.

The grievance procedure shall not apply to any dispute concerning the retirement plan, or any of the insurance plans, or the payment of insurance when the dispute arises out of an error or omission that is solely attributable to the Insurance Company, retirement plan provider, or employee assistance plan ("EAP") that is not the result of any act or omission occasioned by the City.

23.2 Steps of the Grievance Procedure. A grievance which challenges a disciplinary suspension or discharge shall be initially filed, in writing, at Step 3, within five (5) days after the

discipline became grievable. All other grievances shall be filed and processed as provided for below.

An employee at any time may present a grievance to the employee's immediate supervisor and have the grievance adjusted, without intervention of the employee's representative, if the adjustment is not inconsistent with the terms of this Agreement provided that the employee's representative has been given an opportunity to be present at such adjustment. If the issue is unresolved, the employee, on the employee's own time, may contact the representative who, on the union representatives own time, shall reduce the grievance to writing, on a form provided by the City and then present it according to the following procedure and to all of the rules for grievance processing of section 3, of this Article.

Step 1. A representative, no later than five (5) days following the employee contact shall present the written grievance to the Police Chief. The Police Chief no more than five (5) days later, shall answer on the form and return it to the Union Representative.

Step 2. If the Chief's answer in step 1 is not satisfactory to the grievant, the representative of the Lodge may, within five (5) days thereafter, present it to the City Manager or the designated representative who shall answer it, in writing, on the form, no more than five (5) days later.

Step 3. If the answer of the City Manager or the designated representative in Step 2 is not considered satisfactory by the employee, the President of the Union or the designee may, within five (5) days thereafter request through the City Manager that the grievance be submitted to City Council.

The City Council shall answer the grievance, in writing, no later than fifteen days after it is presented.

Step 4. The unresolved grievance may be submitted to arbitration by the Union. Arbitration may be invoked by the Lodge by filling a written demand for arbitration with the Michigan Employment Relations Commission and the City.

23.3 Arbitration. Grievances appealed to arbitration shall be appealed within fifteen (15) calendar days of the City's response to Step 3, otherwise they shall not be eligible for further appeal to arbitration.

The arbitrator shall render their decision according to the following:

1. The arbitrator shall answer in writing, within thirty (30) days after the hearing or after the submission of any briefs, only the question submitted or the question selected, in accordance within the interpretation and application of this Agreement.
2. The arbitrator shall neither add to, subtract, or modify this Agreement.

3. The award of the arbitrator shall be final and binding on the City, the Union, and any employee covered by this Agreement.
4. Once the question has been submitted to the arbitrator, neither party is permitted to unilaterally withdraw the case from the arbitrator.
5. The fees and expenses incurred by the arbitrator shall be paid equally by the parties to this Agreement.
6. The arbitrator's decision may be based upon written briefs submitted by the parties, or, if either party wishes, upon such briefs and a hearing at which the parties shall have the opportunity to present evidence and examine and cross-examine witnesses.

23.4 Rules of Grievance Processing. Employees shall write, investigate, process and present grievances so that this activity will not conflict with the full, faithful and proper performance of their duties.

The employee and/or Union representative shall suffer no loss of pay for reasonable time spent preparing, presenting the grievance or grievances (excluding outside conferences, such as with legal counsel) at Steps 1, 2 and 3 of the grievance procedures provided for under this Article, provided that the Grievant or Union Representative, if either or both are on duty, has requested and received permission from the employee's duty supervisor to be temporarily absent from his/her duty assignments.

It is further understood and agreed that when there is a single grievance that involves more than one employee, or when there are multiple grievance that involve essentially identical factual situation, the time spent in preparing presenting the grievance shall be limited to the time that would be paid for if there were a single grievance and a single grievant.

- A. No grievance shall be valid if initiated at step one more than five (5) days after the event being challenged occurred.
- B. Management and Union representatives shall date and sign the grievance indicating receipt thereof.
- C. When a management representative returns the form with an answer on it, the grievant or assigned representative shall date and sign the grievance indicating receipt thereof.
- D. A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.
- E. A grievance not answered within the time limit provided shall be automatically advanced to the next step in the grievance procedure except, nothing herein shall automatically advance a grievance to arbitration.
- F. For the purposes of the grievance procedure as set forth in this Article, the words, "day" and "Work day" are defined, synonymously, to included weekdays only (Monday through

Friday), and to exclude, in addition to weekend days (Saturday and Sunday) holidays authorized by this Agreement.

- G. Any or all of the time frames provided for in 23.2 can be waived or held in abeyance only with the mutual written consent of the parties.

ARTICLE 24

OTHER AGREEMENTS AND ORGANIZATIONS

24.1 Other Agreements. The City shall not enter into any agreements with employees in this bargaining unit individually or collectively or with any other organization which in any way conflict with the provision hereof.

ARTICLE 25

DISCIPLINARY ACTION, DISCHARGE & SUSPENSION

25.1 Discipline Procedure. Discipline is primarily the responsibility of the Chief, or in the Chief's absence, the designated Lieutenant in charge, and is intended to be a positive or developmental rather than a negative or punishing procedure. However, when positive measures fail and the City determines that the punishment, discipline or discharge is necessary for violation of department rules and regulations, nothing in this policy shall in any way prohibit the City from discharging or otherwise disciplining any employee regardless of the employee's seniority, for just cause.

In the event that a disciplined or discharged employee believes that a violation of this Agreement has occurred, said employee may file a grievance as provided for the above.

25.2 Just Cause. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, which shall be given the employee in writing. Warnings or counseling memoranda are not considered disciplinary action for purposes of this section. The employee shall have the right to defend against any and all charges. **Notice.** When the City feels disciplinary action is warranted, such must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the City first became fully aware of the condition giving rise to the discipline. The City's representative effecting the disciplinary action shall, as immediately as is practicable thereafter, notify the employees' representative, or, in the representative's absence, another Union representative, giving that person a copy of the disciplinary action statement.

25.4 Right to Representation. An employee who is disciplined by time off or discharged shall, after such action is taken and before leaving the City's premises, have the right to confer with a union representative, or in the absence of such representative, another Union representative, at such place on the City's premises (but away from the working or public areas) as the City's representative may designate.

25.5 Disposition. Employees will be informed of any completed formal internal investigation including the accusations and the outcome of the investigation within five (5) days of the completion of the investigation.

25.6 Prior Discipline. Prior discipline less than suspension shall not be considered for purposes of progressive discipline after two (2) years from the date of the discipline if, within the two (2) year period, the employee has not been disciplined for a similar act which formed the basis for the prior discipline. Counseling memoranda may be considered for the purposes of discipline or in performance evaluations for a period of no longer than one (1) year, at which time it shall be purged from all City and Department files. Although not independently subject to the grievance procedure, a written counseling memorandum may be subject to arbitration only as part of a grievance over the immediately subsequent disciplinary action if the Employer relies on the counseling memorandum in issuing progressive discipline.

ARTICLE 26
WAGES & COMPENSATION

26.1 Wages. Each member of the bargaining unit shall be paid in accordance with the following schedule, except as defined 24.3:

Police Officer	Effective 07-01-25 +3%	Effective 07-01-26 +2%	Effective 07-01-27 +2%
Start	\$27.49	\$28.04	\$28.60
1 Year	\$29.26	\$29.85	\$30.44
2 Years	\$31.06	\$31.69	\$32.32
3 Years	\$32.66	\$33.31	\$33.98
4 Years	\$33.64	\$34.31	\$35.00
Sergeant	\$36.52	\$37.25	\$38.00

26.2 Educational Supplement. If an employee obtains the training or certification from a professionally recognized provider for any of the listed specialized educational areas, they will be paid an additional \$500.00 bonus for the year they obtain the training/certification and every year following that they maintain the necessary training/certification to perform those services. If an employee maintains training/certification in more than one area they will be paid a maximum bonus of \$750.00.

Specialized Educational Areas; Defensive Tactics Instructor, Speed Measurement Instructor, Emergency Vehicle Operations Instructor, Taser Instructor, Department Evidence Technician, Firearms Instructor, Armorer (For department approved weapons only), ALICE Instructor, IFAK Instructor, First Aid/CPR Instructor, LEIN TAC, School Resource Officer, Child Safety Seat Inspector, Preliminary Breath Test Calibration and a qualified member of the Meth Team.

If an employee does not receive a bonus in any of these approved areas, they are eligible for an additional \$250.00 bonus in accordance with section 20.15 of this agreement.

Employees shall receive an annual lump sum bonus following completion of their probationary period upon presentation of satisfactory proof of educational achievement as follows:

One thousand two hundred dollars (\$1,200) for completion of a Bachelor's degree.

One thousand eight hundred dollars (\$1,800) for completion of a Master's degree.

- A. Payment of Education Supplement. The educational supplement paid to any eligible member of the bargaining unit, shall be paid in one-time lump sum amount on an annual basis, during the first week of July. The lump sum educational supplement payable the first week of July will be pro-rated for all future new hires on a pro-rated basis, taking into consideration their date of hire to June 30th of their first year of employment. Upon voluntary separation or retirement, an employee shall receive a pro-rated payment of his or her educational supplement based upon the time worked from July 1 to date of separation.

26.3 Prior Experience. Any new hire with 2,080 hours or more experience as an MCOLES certified police officer who is currently employed and in good standing at another law enforcement agency may, at the discretion of the Chief of Police, be hired by the Employer at the rate of pay (step on the wage scale) equal or closest to his or her years of prior service.


26.4 Longevity. Employees who have completed at least five (5) years of service by December 1st shall be given a \$250.00 longevity benefit, and shall receive an additional \$50.00 for each year of service above their fifth year with the maximum longevity benefit an employee may earn being one thousand dollars (\$1,000). The longevity benefit will be paid during the first pay day following December 1st in a separate check.

ARTICLE 27 **AGREEMENT**

27.1 Term of Agreement. This Agreement shall continue in full force and effect until 11:59 p.m., June 31, 2028 for successive annual periods thereafter unless, not more than one hundred twenty (120) 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 revision, modification, alteration, renegotiation, change or amendment, or any combination thereof and in the event of such notice, the parties shall begin to hold negotiation meetings no later than 60 days prior to the termination date.


IN WITNESS WHEREOF, the parties have set their hands, this 15th day of October, 2025.

**FOR THE CITY OF
EATON RAPIDS:**



Yvonne Ridge,
City Manager


**FOR THE CAPITOL CITY
LABOR PROGRAM:**

 10-15-25

Craig Briscoe,
Bargaining Unit President



Pamela Colestock,
Mayor



Bradley Richman,
Executive Director, CCLP

 10-15-25

Larry Weeks,
Chief of Police