

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

CITY OF POTTERVILLE, MICHIGAN

AND

CAPITOL CITY LABOR PROGRAM (CCLP)

Non-Supervisory Police Officers

July 1, 2025 – June 30, 2030

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AGREEMENT

This Agreement made and entered into as of the 1st day of July, 2025 by and between the **City of Potterville, Michigan**, hereinafter referred to as the “City”, and the **Capitol City Labor Program, Inc.**, Potterville Police Department Non-Supervisory Division, hereinafter referred to as the “Union.”

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the City, its employees, the Union, and the citizens of Potterville, Michigan.

Recognizing that the interest of the community and the job security of employees depend upon the City’s ability to continue to provide proper services to the community, the City and the Union for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement, to include the attached Appendix’s, Memorandums of Understanding, and attachments.

ARTICLE 1 – RECOGNITION

Section 1 – Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of Public Acts of 1965, the City recognized the Union as sole and exclusive collective bargaining agent for all employees employed in the Potterville Police Department who occupy, during the life of this Agreement, any of the job classifications set forth in Appendix A attached hereto.

Section 2 – City’s Rights. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or exclusively in the Employer. The city shall have the right to discharge and discipline employees, with just cause. The City, in the course of its exercise of the right to manage the affairs of the City, may, from time to time, make reasonable rules and regulations or issue general orders not in conflict with this Agreement. The City agrees to notify, except in case of emergency, the Union of any new or amended rules and regulations or general orders. If the Union believes such new or amended rule, regulation, or general order pertaining to working conditions to be unreasonable, it may file a grievance, provided that such grievance is filed in a timely manner as set forth in Step One of the Grievance Procedure. The grievance shall be denied unless the Union demonstrates, by a preponderance of evidence, that the new or amended rule, regulation, or general order is unreasonable.

Section 3 – Non-Discrimination Clause. The City and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political belief, or union activity.

Section 4 – Union Committee. The City agrees to recognize the Union Committee, consisting of not more than three (3) individuals. The Union Committee shall be composed of one (1) member of the Union who is part of the bargaining unit, and two (2) non-union representatives. The City agrees to meet with the Union Committee for the purpose of collective bargaining and with all or a portion of the Union Committee for special conference and the processing of grievances, as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily lost from their regular scheduled working hours, provided that requests for time off to attend such meeting have been approved by their immediate Supervisor. Such requests shall not be unreasonably denied, but both the City and the Union recognize that, due to manpower limitations, there may be occasions which necessitate such action.

The City and the Union agree to work toward the goal of scheduling meetings at a date and time which minimizes the loss of manpower to the Police Department. The Union Representative engaged in negotiations or grievance during his/her shift shall be compensated at his/her straight time hourly rate.

ARTICLE 2 – UNION SECURITY

Section 1 – Union Security. All employees in the bargaining unit may become and remain members in good standing of the union. The Union, pursuant to its Constitution and By-Laws, may raise the dues accordingly.

The requirements set forth above shall become effective on the execution date of this Agreement.

Section 2 – Dues Check-off. The City agrees to deduct the monthly union dues from the pay of employees subject to the following:

- a. The Union shall obtain, from the employee, a completed check-off authorization from which shall conform to the respective state and federal laws concerning that subject, or any interpretation made thereof.
- b. The City shall check off only obligations which become due at the time of check-off deductions only if the employee has enough pay due to cover such obligation and will not be responsible to the employee if he/she has duplicated deduction by direct payment to the Union.
- c. The City's remittance will be deemed correct if the Union does not file notice, in writing, to the City Treasurer, within two (2) weeks after a remittance is sent of its belief, with reasons stated thereof, that the remittance is incorrect.
- d. Any employee may terminate his/her check-off authorization by written notice to the City Treasurer.
- e. 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 wage of employees in accordance with this section. Any change in the amount determined will be

provided to the City Treasurer at least thirty (30) days prior to each anniversary date of this Agreement.

Section 3 – Indemnity Provision. The Union agrees to defend, indemnify, and hold the City harmless against any and all claims, suits, or other forms of liability arising out of its deducting from any employee’s pay of union dues or reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 1 – Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of the terms or provision of this Agreement.

Section 2 – Processing. An employee shall first discuss any complaint with the Chief of Police (or the City Manager in the Chief’s absence). In the event that a grievance is not resolved by oral discussion, the matter shall be resolved in the following manner:

Step One. Within five (5) days of the grievant having knowledge of the occurrence of the event upon which the grievance is based, or within three (3) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, whichever occurs first, the grievance must be submitted to the Chief of Police (or City Manager in the Chief’s absence). The grievance shall be dated and signed by the aggrieved employee and the Union Representation and shall set forth the facts, including dates and provision of the Agreement alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief of Police (or the City Manager in the Chief’s absence) receives the written grievance. The Chief of Police (or the City Manager in the Chief’s absence) shall then answer the grievance, in writing, within five (5) days after the date of receipt of the written grievance and deliver a copy of the answer to the Union Representative.

Step Two. If the grievance has not been resolved, within five (5) days after receipt of the Step One answer, a Union representative may appeal the grievance to the City Manager, by a written request indicating why the Step One answer was unsatisfactory. As soon as possible, but not later than ten (10) days following receipt of the appeal, the City Manager shall schedule a meeting with the Union Representative. Within five (5) business days after the scheduled meeting, the City Manager shall provide a written response to the grievance.

Step Three. In the event the Step Two Answer is unsatisfactory, and the Union wishes to process the case further, it may be submitted to arbitration as hereinafter set forth. In the event that the Union desires arbitration, it must, within thirty (30) calendar days of the date the written disposition was given or due, as the case may be, under the last step of the grievance procedure provided for in this agreement, submit the matter to MERC, requesting that an arbitration be selected with its assistance and under its rules. The Union agrees that it will, simultaneously with filing its request for arbitration with MERC, provide the City with a copy of said request. The Union further agrees that it will request only arbitrators within the State of Michigan.

Section 3 – Arbitration. The City and the Union Representatives shall mutually agree to the question to be decided by the arbitration and shall then submit this question to the arbitrator, who shall render his/her decision according to the following:

- a. The arbitrator shall answer, in writing, within thirty (30) days after the hearing, only the question as above submitted according to the application and interpretation of this Agreement and/or the written rules and regulations which govern the conduct of the employees.
- b. The award of the arbitrator shall be the award of the Union and the City and it shall be final and binding over the City, the Union, and the employees covered under this agreement.
- c. Once the question has been submitted to the arbitrator, neither party is permitted to withdraw the case from the arbitrator.
- d. Any expense incurred in the payment of fees to the arbitrator shall be paid equally by the parties to this agreement.
- e. The arbitrator's decision shall be based upon the evidence presented at the hearing and oral argument. The parties preserve the right to submit written briefs.
- f. An arbitrator may decide multiple issues.

Section 4 – Time Limits. The time limits of any step of the Grievance Procedure may extend only by mutual agreement, in writing. In the event the City fails to reply to a grievance at any step of the procedure within the specified time limit, the Union shall process the grievance to the next step, except that nothing herein contained shall be construed so as to automatically refer a grievance to the City Manager. In the event the union does not appeal a grievance from one step to another within the time limit specified, the grievance shall be considered as settled on the basis of the City's last answer. The reference "days" in this provision shall mean City Office working days unless otherwise stated.

Section 5 – Grievance Meeting. A meeting as provided for in Step Two of the Grievance Procedure shall be scheduled by the City Manager at a time that minimizes the loss of manpower of the Police Department.

ARTICLE 4 – DISCIPLINE

Section 1 – Disciplinary Action. Discharge, demotion, suspension, and discipline shall be for just cause. In the event a non-probationary employee in the bargaining unit shall be disciplined after the date hereof, and the employee believes that he has been unjustly disciplined, such discipline shall constitute a case rising under the Grievance Procedure, provided a written grievance, signed by the employee and a Union Representative with respect hereto, is presented to the Immediate Supervisor within five (5) days after such disciplinary action. The employee involved shall be provided by the City, at the time of the disciplinary action, a statement of the charges against him/her, the violation(s) enumerated, and a brief and concise statement of why this action is being taken. The employee shall have the opportunity to meet with his/her Union Representative at the

time he/she receives notice of upcoming disciplinary action.

Section 2 – Definition. Disciplinary action shall mean verbal reprimand, written reprimand, removal from a special assignment for reasons other than job performance, suspension without pay, demotion, and/or discharge.

Section 3 – Progressive Discipline. The Employer agrees that in general, it will follow the principles of corrective and progressive discipline. Corrective Action and/or disciplinary action shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct.

Section 4 – Prior Discipline. Discipline that is more than two (2) years old will not be used by the City for purposes of taking disciplinary action.

Section 5 – Compensation. In the event it should be decided, under the Grievance Procedure, that the employee was unjustly disciplined, the City shall reinstate such employee and pay full compensation, as may be decided under the Grievance Procedure. The compensation, if any, shall be at the employee's regular rate of pay at the time of such discipline, less any unemployment compensation benefits received and/or any compensation earned by the employee during the period of time the employee was off work due to the disciplinary action.

ARTICLE 5 – SPECIAL MEETINGS

Section 1 – Agenda. The City and Union agree to meet and confer on matters of clarification of the terms of this Agreement, upon written request of either party. The written request shall be made in advance and shall include an agenda setting forth the nature of the matters to be discussed and the reasons for requesting the meeting. Discussions shall be limited to the matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting collective bargaining negotiations, or in any way to modify, add to, or detract from the provisions of this Agreement.

Section 2 – Meetings. Special meetings shall be held within ten (10) calendar days after the receipt of the written request at a time and place mutually designated by the parties. The Union shall be represented at such meetings by the members of the Union Committee. The Union shall have the right to have a non-Union representative present at such meetings, provided that notice of such desire is given to the City Manager, in writing, at least five (5) days before the scheduled date for a meeting. The Union Committee may meet at the designated meeting place for a period not to exceed fifteen (15) minutes immediately preceding a meeting.

ARTICLE 6 – NO STRIKE CLAUSE

Section 1 – No Strike Clause. The parties recognize that the services performed by employees covered under this Agreement are services essential to public health, safety, and welfare. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents. Nor shall there be any concerted failure by them to

report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of their duties of their employment, or picket the employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages or work, or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the City.

ARTICLE 7 – SENIORITY

Section 1 – Definition. Seniority shall be defined as the length of an employee's continuous service with the City commencing with their last date of hire. Departmental seniority shall be defined as the length of the employee's continuous service with the Police Department commencing with their date of hire into the Department or transfer into the Department. Rank seniority shall mean the length of continuous service in rank commencing from the date of the employee's service in each rank and shall include the period of time occupying a higher rank. Seniority shall continue to accumulate during all approved leaves of absence, vacation and layoff, except as herein provided.

Section 2 – Probationary Period. All new employees shall be probationary employees until they have completed twelve (12) months of service uninterrupted by any type of break in service. The probationary period is an opportunity for the City to determine whether the employee has the ability and other attributes which will qualify them for regular employee status. During the probationary period, the employee shall have no seniority status and may be disciplined and/or terminated in the sole discretion of the City with or without cause, and neither employee nor the Union shall have recourse to the Grievance Procedure over such discipline and/or discharge. The Union shall represent probationary employees with respect to wages, hours, and other conditions of employment.

Notwithstanding any other provisions herein, probationary employees, upon satisfactory completion of one (1) month of employment shall become eligible for those economic fringe benefits available to employees who have completed their probationary period.

Section 3 – Seniority List. The Employer will maintain up-to-date seniority list. A copy of the seniority list will be posted on the appropriate board each year. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring date, and the date of entry into each classification, starting with the senior employee at the top of the list. The City shall furnish a copy of the seniority list to the Union when it is published.

Section 4 – Termination of Seniority. The employee's seniority and employment shall terminate for the following reasons:

- a. Employee resigns or quits;
- b. Employee is discharged or terminated;
- c. Employee retires;
- d. Employee has been on layoff for a period of time in excess of twenty-four (24) months or the length of the employee's seniority, whichever is less;

- e. The employee is convicted of a felony or criminal offense involving dishonesty, sexual conduct, and/or a violation of any controlled substance act;
- f. The employee is absent for three (3) consecutive work days without notifying the Employer;
- g. The employee has suffered no-work related injury or illness and exhausted all leave and benefits;
- h. The employee has suffered a work-related injury or illness and has not performed his/her regular shift work for a period of twenty-four months (24) months or the length of the employee's seniority, whichever is less.

Section 5 – Layoff and Recall. When it is necessary to reduce the number of employees in any rank, employees shall be laid off on the basis of inverse rank seniority, provided, that the remaining employees have the skill to perform the available work in the rank. Employees ~~removed~~ subject to layoff from a rank may exercise their rank in seniority in any other classification in which they had seniority, provided they have the skill to perform the available work in such classification. Employees with seniority shall not be laid off while probationary employees, temporary employees, or part-time employees are still actively employed in the Police Department. Employees to be laid off shall be given thirty (30) calendar days advance notice.

Employees shall be recalled in accordance with their rank in seniority. Employees to be recalled from layoff shall be given a minimum five (5) calendar days to report for duty after notice. If the City is unable to contact an employee personally, notice shall be given to the employee by certified mail to his/her last known address.

Section 6. – Promotions. The following section refers to promotions to any rank designated by the City other than Chief. This section shall only apply to employees with two (2) or more years of seniority. However, in the event that no active employee has two (2) or more years of seniority, the City may waive that requirement.

Current employees will be considered for promotion as positions become available, along with any applications received from the outside. Promotions shall be determined by the Chief and the City Manager, utilizing an objective selection process.

Section 7 – Temporary Transfers. The City shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover unforeseen absences such as illness or injury for a period not to exceed five (5) working days.

The City shall also have the right to temporarily transfer employees within the bargaining unit to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period not to exceed ninety (90) days in any calendar year. However, after thirty (30) days, the temporarily transferred employee shall receive the higher classification rate of pay if it is applicable.

ARTICLE 8 – LEAVES OF ABSENCE

Section 1 – Pass Days. The City schedules pass days (*i.e.*, days off) during each employee’s calendar month work cycle. The pass days are in lieu of calendar weekends, Saturdays and Sundays, because employees are required to work regardless of calendar weekends. Employees are notified of their scheduled workdays, work week, and scheduled days off in accordance with Department policy. Pass days will be scheduled for the employee’s regularly scheduled workday. Pass days will be scheduled consecutively. The City has the right to require that employees work overtime to meet the necessary and legitimate needs of the City. Employees may change pass days, after the schedule is posted, with the permission of the Chief of Police or his/her designee. Postponed pass days may be taken at a later date subject to the approval of the Chief of Police or his/her designee.

Section 2 – Military Reserve Leave. For a period not to exceed fifteen (15) calendar days in any year, the City will grant to an employee a leave so that they may perform full-time active duty with the reserve components of the Armed Forces of the United States. The employee must give their Immediate Supervisor notice of his/her call to active duty as promptly as is practical and, following such duty, evidence that he/she performed it along with copies of his/her pay vouchers and the employee will be paid the difference between his/her regular pay and his military service pay.

Section 3 – Paid Time Off (PTO). The City will provide eighty (80) hours of paid time off (“PTO”) per annum to all regular full-time employees covered by this Agreement on the anniversary date of the employee’s hire. PTO may be accrued up to a maximum of two hundred (200) hours per employee. A request to utilize PTO must be made by the employee to the Chief of Police or his/her designee as soon as is practical. Where an employee’s need for PTO is foreseeable, the employee may be required to comply with the applicable City or Department policy regarding advance notice. Such policy may not require the employee to provide more than seven (7) days’ advance notice. The parties recognize that PTO may be used for any purpose(s) permitted by the Earned Sick Time Act (“ESTA”), as PA 338 of 2018. Use of PTO for reasons not covered by the ESTA may otherwise be denied by the Chief of Police when scheduling conflicts do not permit employees to take scheduled time off. Such requests shall not be unreasonably denied.

Section 4 – Payment for PTO Upon Separation. Employees covered hereunder who leave the employ of the City may receive payment at their rate of pay at the time of separation for accrued but unused PTO up to two hundred (200) hours under the following circumstances:

- a. An employee resigns or retires, providing a minimum of two (2) weeks advanced written notice;
- b. An employee is laid off and requests payment;
- c. In the event of the death of an employee, payment shall be made to the employee’s

Section 5 – Bereavement Leave. Employees shall receive time off at their normal scheduled rate of pay for the scheduled work time, in the event of the death of members of their families, in accordance with the following schedule:

- a. Current significant other, Child, Step Child, Parent, Sister, Brother, Father-in-Law, Mother-in-Law, Grandparent, or Grandchild – Five (5) full work days off, which to include the day of death, but in any case, shall be immediately following the day of death which will be adjusted to fall in line with maximum days allotted to city employees of adopted in the City Personnel Policy.
- b. Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, or other relationship as approved by the Chief of Police – time to attend the funeral, not to exceed one (1) regularly scheduled workday.

Under special circumstances, the Chief of Police or City Manager may authorize bereavement leave at a time not immediately following the day of death to attend a memorial service, to tend to estate settlement issues, or similar reasons directly related to the family member’s death.

Section 6 – Vacation Leave. An employee shall be eligible for an annual vacation allowance with pay as follows:

Seniority	Vacation Allowance
One (1) year through Three (3) years	Eighty (80) Hours
Three (3) years through Six (6) years	One Hundred Twenty (120) Hours
Six (6) years through Eleven (11) years	One Hundred Sixty (160) Hours
Eleven (11) years through Fifteen (15) Years	One Hundred Eighty (180) Hours
Fifteen (15) years through Twenty (20) years	Two Hundred (200) Hours

All full-time employees shall accrue paid vacation leave on the anniversary date of their hire each year.

Vacation leave shall be taken at a time approved by the Chief of Police. Vacation leave shall be requested by the 10th of the month prior to the month of the intended time off. Upon separation, employees are entitled to be reimbursed for any unused vacation leave, not to exceed the maximum accrual allowed for the years of service completed, at the employee’s current rate of pay. Vacation leave shall not be carried over into the next fiscal year.

Section 7 – Jury Duty. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of ten (10) days per year, that an eligible employee serves as a juror when the employee would have otherwise worked, the employee shall receive the difference between the employee’s regular rate of pay for the employee’s regularly scheduled hours and the amount the employee received from the court, exclusive of mileage and meal reimbursement. In order to be eligible to receive jury duty pay from

the City, an employee must:

- (a) Be a regular full-time employee;
- (b) Give the City reasonable advanced notice of the time the employee is required to report for jury duty;
- (c) Provide satisfactory evidence that the employee served as a juror;
- (d) Return to work promptly after being excused from jury service.

ARTICLE 9 – HOURS OF WORK

Section 1 – Workweek. Full-time employees covered by this agreement shall be scheduled to be on duty a minimum of eight (8) hours during each scheduled duty day and shall be required to be on duty a minimum of forty (40) hours per week, except as excused by the Chief of Police.

A normal duty day shall be defined as eight (8) hours. A typical duty day may be extended beyond eight (8) hours upon mutual agreement of the Chief of Police, the Union, and the affected employee or, at the discretion of the Chief of Police, in the event of an emergency or where a lack of personnel jeopardizes the efficient operations of the Department.

Section 2 – Work Schedule. A shift schedule shall be posted covering a calendar month work cycle indicating the normal workday, workweek, and pass days of bargaining unit employees. The work schedule will normally be posted by the 15th of the month preceding the work schedule. Employees may exchange shifts with the prior approval of the chief or his/her designee. Changes may be made in the posted schedule by the Chief of Police or his/her designee as may be required to meet the needs of the Department.

Section 3 – Overtime Compensation. Time and one-half an employee's regular hourly rate of pay will be paid for all approved time necessarily spend on the job, including court time and briefing sessions, in excess of eighty (80) hours in a two (2) week pay period or in excess of the employee's regularly scheduled workday. Court time shall qualify for overtime compensation when such time, together with all the other time necessarily spent on the job by the employee, exceeds eighty (80) hours in a two (2) week pay period. All witness fees chargeable to the employee as a witness in their official capacity shall be paid to the City. Each employee shall be compensated at the described rate of a minimum of two (2) hours for each court appearance.

Section 4 – Call Back. The City agrees to pay a minimum of two (2) hours call back at the rate of time and one-half (1 ½) the employee's regular hourly rate of pay.

Section 5 – Shifts. Shifts will be worked on a fixed basis. Fixed shift selection will be permitted on a seniority basis every six (6) consecutive calendar month work cycle.

Section 6 – Training Days. Employees covered by this Agreement who attend training conducted or occurring within the City of Potterville shall be compensated for the actual hours spent training.

If scheduled training occurs outside the City of Pottersville, where no overnight accommodation is necessary, the employee shall be compensated for the actual hours spent training (to include travel time). If scheduled training occurs outside the City of Pottersville, such that overnight accommodations are necessary or provided, the employee shall be compensated at the rate of eight (8) hours of pay for each day spent training.

ARTICLE 10 - HOLIDAYS

Section 1 – Designated Holidays. The following holidays are designated by the City:

Holidays	
New Year’s Day (January 1 st)	Thanksgiving Day (4 th Thursday in November)
Martin Luther King Jr. Day (January 20 th)	Day after Thanksgiving (4 th Friday in November)
President’s Day (3 rd Monday in February)	Christmas Eve Day (December 24 th)
Memorial Day (4 th Monday in May)	Christmas Day (December 25 th)
Independence Day (July 4 th)	New Year’s Ever Day (December 31 st)
Labor Day (1 st Monday in September)	Veteran’s Day (November 11 th)
Juneteenth (June 19 th)	

Section 2 – Holiday Payment. Employees shall be entitled to two (2) times their regular rate of pay if required to work a holiday for all hours worked on any holiday designated in Section 1 above.

Employees covered by this Agreement shall, on an annual basis, be provided all designated holidays off, wherein the Employee, at their discretion, may select to have a chosen holiday off where their normal schedule would have otherwise required they work. Employees shall be compensated for eight (8) hours of pay at their regular hourly rate for all designated holidays. This provision shall not guarantee employees time off on a designated holiday in the event of an emergency.

Any work that exceeds the regularly scheduled shift (overtime) that falls on the holiday shall be paid three (3) times the regular rate of pay.

ARTICLE 11 – INSURANCE

Section 1 – Hospital, Medical, and Surgical Insurance. Employees will be provided, at City expense, health insurance, dental insurance, and vision insurance. The City shall provide health, dental, and vision coverage to employees covered by this Agreement equal to the city-wide plan provided to all other qualifying full-time City employees with the employee paid portion of health care premium not to exceed 20%.

The Parties agree that, during the duration of this Agreement, any proposed change in the City’s health care, dental, or vision plan(s) or coverages currently existing will not be made prior to notifying the Union of the proposed changes, and the proposed new plans shall be comparable to the current plan.

Section 2 – Life Insurance. The City agrees to maintain group life insurance for each active, full-time employee in the bargaining unit in the amount of twenty thousand (\$20,000) with an additional death benefit of twenty thousand (\$20,000) payable in the event that death occurs while the covered employee is on duty.

Section 3 – Liability Insurance. The City shall maintain standard liability insurance coverage for all employees in the bargaining unit.

Whenever any claims are made or any civil action is commenced against the employee for damages caused by acts of the employee within the scope of his/her authority and while in the course of the employee's employment, the City will itself, pay for, or shall maintain insurance which shall pay for, the services of any attorney to advise the employee in the matter 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 caused by the employee while in the course of his/her employment and within the scope of his/her authority, the City will indemnify the employee or will pay, settle, or compromise the judgment. The duty of indemnification shall not exist where the actions(s), neglects, or omissions of the employee which were subject of the civil action were committed outside the scope of the employee's authority, were outside the course of his/her employment, or constitute gross abuse of authority or wanton or willful misconduct. Further, 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.

Section 4 – Workers' Compensation. Employees are to be covered by Worker's Compensation through the City. Employees shall be permitted to utilize accrued vacation and/or Paid Time Off (PTO) to supplement Worker's Compensation payment to the maximum allowed by law.

Section 5 – Humanitarian Clause. Should an employee covered by this agreement become physically or mentally incapacitated in the course of his/her employment to the extent that he/she cannot perform his/her regular job, the City will make every effort to offer the employee an open position within the City that he/she is qualified for and physically and mentally able to perform at the current rate of pay for that position.

Section 6 – Disability Insurance. The City shall provide disability insurance as provided under the Employee Handbook.

Section 7 – Opt Out. The City will pay \$275.00 (\$3,300 annually) per month to employees who opt out of the City health care insurance plan. This opt out will be paid to the employees monthly. The dental and vision insurance offered by the City will continue to be offered at City expense with an employee paid portion of \$10.00 per month to any employee who opts out of health

insurance.

ARTICLE 12 – WAGES AND COMPENSATION

Section 1 – Wages. Hourly wages for full-time officers shall be paid in accordance with the following schedule:

Police Officer	+3%	+3%	+3%	+3%	+3%
Step	Effective 07-01-2025	Effective 07-01-2026	Effective 07-01-2027	Effective 07-01-2028	Effective 07-01-2029
Step 1 – Start	\$19.90	\$20.50	\$21.11	\$21.74	\$22.40
Step 2 – Year 1	\$21.33	\$21.97	\$22.63	\$23.31	\$24.01
Step 3 – Year 2	\$22.73	\$23.41	\$24.12	\$24.84	\$25.59
Step 4 – Year 3	\$24.46	\$25.20	\$25.95	\$26.73	\$27.53
Step 5 – Year 4	\$26.16	\$26.95	\$27.76	\$28.59	\$29.45
Step 6 – Year 5	\$27.85	\$28.69	\$29.55	\$30.43	\$31.35
Step 7 – Year 6	\$29.92	\$30.82	\$31.74	\$32.70	\$33.68
Step 8 – Year 7	\$30.81	\$31.73	\$32.68	\$33.66	\$34.67
Step 9 – Year 8	\$31.73	\$32.69	\$33.67	\$34.68	\$35.72
Step 10 – Year 9	\$32.69	\$33.67	\$34.68	\$35.72	\$36.80
Step 11 – Year 10	\$33.68	\$34.69	\$35.73	\$36.80	\$37.91

Section 2 – Prior Experience. New hires will ordinarily be paid at the starting wage step. Based upon prior applicable law enforcement experience, the Chief of Police, with the approval of the City Manager, may start a new hire at any step on the wage schedule commensurate with their prior experience. New hires who receive such an adjustment shall advance to the next wage step on July 1st of every year thereafter until achieving top pay.

Section 3 – Compensatory Time. Compensatory time may be earned by full-time employees’ request in lieu of payment for overtime at the rate of one and one-half (1 ½) times the number of hours worked. The maximum accrual of compensatory time shall be two hundred forty (240) hours at any given time and will be used at times mutually agreeable to the Chief of Police or his/her designee. At the employee's option, compensatory time may also be used in lieu of vacation time to cover the employee’s leave while on an approved vacation.

Section 4 – Canine Compensation. The City recognizes the Fair Labor Standards Act (“FLSA”) requires employees to be compensated for time spent caring for their assigned canine. Compensable time for dog care includes feeding, grooming, cleaning, training, exercising, and transportation of the dog to and from veterinary care. Accordingly, employees who have been assigned a dog shall be compensated an additional one dollar (\$1.00) per hour for each hour worked at the employee’s regular rate of pay when the dog is in the care of the employee.

ARTICLE 13 – MISCELLANEOUS

Section 1 – Cafeteria Plan. The City may provide a Section 125 Plan (Cafeteria Plan) as provided by Federal Law.

Section 2 – Uniforms. The City shall furnish all employees, at its expense, with the items listed below and shall replace said items on an as-needed basis approved by the Chief of Police:

One (1) pair of footwear	Raincoat
Three (3) long-sleeved shirts	Hats
Three (3) short-sleeve shirts	Badges
Three (3) pairs of pants	Jackets (and other required winter wear)
One (1) Duty Belt	Soft body Vest of City’s Choosing
Handcuffs, baton, OC spray	Puncture Resistant Gloves
Holster, Cuff Case, and Ammo Pouch	Weapon and Ammunition

Employees shall be authorized up to seventy-five dollars (\$75.00) for sunglass reimbursement with receipt.

Section 3 – Cleaning Allowance. The City shall be responsible for and pay for all reasonable and necessary expenses for the cleaning and laundering of employee’s uniforms without limitation and with the prior approval of the Chief of Police. It is understood that the cleaning of uniforms will be in accordance with applicable safety regulations.

Section 4 – Automobiles. In the procurement of motor vehicles for patrol purposes, the City shall use best efforts to secure automobiles and equipment of quality, design, and construction commensurate with the function and responsibility of the officer to be performed and reasonably related to safety of the officer involved. The vehicle shall be certified for Police use.

All patrol cars shall be equipped, at the City’s expense, with the following:

First Aid Equipment	Flood Lights
Emergency Equipment	Spotlight
Long Gun	Power Steering
Protective Screen	Power Brakes
Air Conditioning	Power Door Locks and Power Windows

The City will, on an annual basis, set aside funds for the replacement of police vehicles.

Section 5 – Educational Assistance. The City shall reimburse full-time employees for the actual cost of tuition and books incurred in connection with the taking of pre-approved police related courses at an accredited institution, and only if the employee completes the course with a grade of C or better.

Section 6 – Retirement/Pension. All regular full-time employees hired before July 1, 2019 are to be enrolled in the City’s Municipal Employees Retirement System (MERS) Defined Benefit Plan B-1, V-10 10-year vesting and F55 (20), and FAC 5. All regular full-time employees hired after July 1, 2019 shall be enrolled in the City’s adopted MERS Defined Contribution Plan that includes a 1.50% employer contribution match to employee contributions.

Qualified Enrollees of the City's Municipal Employees Retirement System (MERS) Defined Benefit Plan B-1, V-10 10-year vesting and F55 (20), and FAC 5 hired before July 1st, 2019 shall not contribute more than 6.5% of the enrollee's pre-tax gross wages to the Defined Benefit Plan B-1, V-10 10 year vesting and F55 (20), and FAC 5, without prior written agreement between the City and the Union. It is the intention of the City to maintain a uniform percentage (%) rate of contribution between all enrolled employees in the MERS Defined Benefit Plan of the City of Pottersville.

Section 7 – Mileage. The City shall reimburse employees for mileage expenses, pre-approved by the Chief of Police, incurred in traveling in connection with their employment by private conveyance at the rate granted other City employees or officials.

Section 8 – Meal Reimbursement. Employees will be reimbursed for reasonable meal expenses while attending approved training, up to a maximum of forty dollars (\$40.00) per day.

Section 9 – Payroll Deductions. The Employer will deduct through payroll deductions requested items including all state and federal taxes, retirement plan contributions, and allowable court-ordered deductions (*i.e.*, Friend of Court, *etc.*).

Section 10 – 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/physical ability to perform one or more of the essential functions of his/her job. The City shall pay the full cost of any required examination. The employee shall sign a written authorization for the City to receive a written report from the examiner. 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 physician of his/her own choosing.

The results of that examination shall be furnished to the City and the employee shall assume the full cost of such examination. In case the findings of the two reports are in opposition to each other, the two recommending physicians shall appoint a third party to issue a report and findings. The parties shall share the expense of the third report equally. The report of the third party shall be binding on all parties.

Section 11 – Light/Restricted Duty. Employees who are injured while on duty may request restricted duty. Employees on restricted duty may be assigned to a position within the Department that is reasonably accommodating to the employee's specific restriction(s) and for which they are otherwise able and trained to perform. Restricted duty assignments may be limited in duration to a maximum of six (6) weeks and shall under no circumstances be available on a permanent basis. Requests for restricted duty shall not be unreasonably denied.

- a. Requests for restricted duty assignments must be accompanied by an attestation from the employee's immediate supervisor that the employee reported the injury when (or as soon thereafter as practicable) it occurred as well as a physician's determination

describing the employee’s injury/medical condition, and the reason(s) why restricted duty is necessary for the requested duration.

- b. The Employer shall honor all scheduled vacation time and time off requests approved prior to the start of a restricted duty assignment for any employee on restricted duty or any employee transferred, as permitted by this Article, as a result of a request for restricted duty.
- c. Assignment to restricted duty shall not affect seniority, classification, wages or pay increases, promotions, transfers, retirement, or other special assignment status.

ARTICLE 14 – PART-TIME EMPLOYEES

Section 1 – Part-Time Officers. The following are the terms and conditions of employment of part-time employees.

Section 2 – Wages. Wages for part-time employees will be paid consistent with the following wage schedule:

Part-Time Police Officer		+3%	+3%	+3%	+3%
Step	Effective 07-01-2025	Effective 07-01-2026	Effective 07-01-2027	Effective 07-01-2028	Effective 07-01-2029
Step 1 – Start	\$20.00	\$20.60	\$21.22	\$21.85	\$22.51
Step 2 – Year 1	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76
Step 3 – Year 2	\$24.00	\$24.72	\$25.46	\$26.23	\$27.01
Step 4 – Year 3	\$26.00	\$26.78	\$27.58	\$28.41	\$29.26
Step 5 – Year 4	\$28.00	\$28.84	\$29.71	\$30.60	\$31.51
Step 6 – Year 5	\$29.00	\$29.87	\$30.77	\$31.69	\$32.64

Section 3 – Benefits. Part-time employees will not be eligible for the following fringe benefits: health insurance, retirement, vacation days, shift picks, opt out of insurance plans, cafeteria plan, educational assistance, and bereavement leave.

Part-time employees shall earn, accrue, and be permitted to use sick time in accordance with the provisions of the Earned Sick Time Act.

Section 4 – Hours of Employment. Part-time employees will not regularly work more than thirty (30) hours per week on a four (4) week rolling average.

Section 5 – Full-Time Employees. The City will maintain a minimum of two (2) full-time officers, including the Chief of Police.

Section 6 – Layoffs. Layoffs of part-time employees will not be by seniority but at the discretion of the City Manager. If layoffs occur within the Department, part-time employees will be laid off

prior to any full-time employees.

Section 7 – Full Time Employment. In the event the City desires to offer a full-time position to a part-time employee, that offer will be at the discretion of the City and not based on seniority.

Section 8 – Part Time Holiday Pay. Part-time employees who work on a holiday as defined by this Agreement shall be compensated at an hourly rate of two (2) times their regular rate of pay for every hour worked.

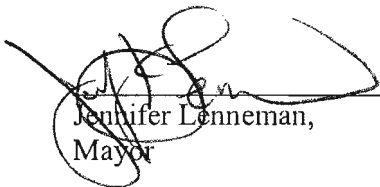
Section 9 – Secondary Employment. Part-time employees shall be permitted to obtain and maintain employment outside of that with the City. Part-time employees shall notify the Chief of Police in writing of his/her outside employment. Approval of outside employment may only be denied where the employment presents a clear conflict of interest or otherwise compromises the ability of the employee to dutifully perform their responsibilities as an employee of the City. The City will not discipline or take adverse employment action against any part-time employee for scheduling conflicts arising from the employee's outside employment.

ARTICLE 15 – TERM OF AGREEMENT


Section 1 – Effective and Termination Date. This Agreement shall continue in full force and effect from the date of ratification through June 30, 2030.

**FOR THE CITY OF
POTTERVILLE:**

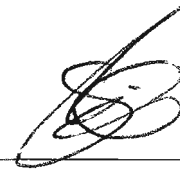
**FOR THE CAPITOL CITY
LABOR PROGRAM:**




Jennifer Lenneman,
Mayor



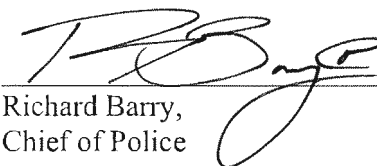
Luke Betts,
Bargaining Unit President



Aaron Sheridan,
City Manager



Brad Richman,
Executive Director



Richard Barry,
Chief of Police