

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF OVID, MICHIGAN

-AND-

CAPITOL CITY LABOR PROGRAM (“CCLP”)

NON-SUPERVISORY POLICE OFFICERS

January 1, 2025 to December 31, 2027

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AGREEMENT

This agreement is effective as of the 1st day of January 2025, by and between the City of Ovid, Michigan (hereinafter referred to as the “City” or “Employer”) and the Capitol City Labor Program (“CCLP”) (hereinafter referred to as the “Union”). Where not specifically abridged by this Agreement, all personnel covered by this Agreement are subject to the personnel rules, as amended from time to time, of the City of Ovid.

PURPOSE AND INTENT

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the Agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

The parties recognize that the interest of the community and the job security of the employees depend upon the City’s success in establishing a proper service to the community. To these ends, the City and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I **RECOGNITION OF THE UNION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Act of the State of Michigan of 1965, as amended, the City hereby grants sole and exclusive bargaining for all employees covered by the bargaining unit.

ARTICLE II **DEFINITION OF THE BARGAINING UNIT**

The bargaining unit shall consist of all full-time and regular part-time police officers and Police Sergeants as certified by the Michigan Commission on Law Enforcement Standards (MCOLES) employed by the City of Ovid, Michigan, 114 E. Front Street, Ovid, Michigan 48866, but excluding all City officials, elected or appointed; confidential employees; supervisors; and all other employees employed by the City of Ovid, Michigan.

ARTICLE III **MANAGEMENT RIGHTS**

The City, on its own behalf, and on the behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the

United States, the City Charter, City Code, and any modifications made thereto and any resolutions passed by the City's elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, materials or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day; (g) to direct the work force, assign work, and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications; (i) to determine lunch, rest periods and clean-up times, the starting and quitting time, and the number of hours to be worked; (j) to establish work schedules; (k) to discipline, discharge, and/or demote employees for just cause; (l) to adopt, revise and enforce reasonable working rules and carry out cost and general improvement programs, however, no rule or regulation shall be adopted hereafter without a fifteen (15) day notice to the Union; and its reasonableness may be subject to the grievance procedure; (m) to transfer, promote and demote employees from one classification, department or shift to another; (n) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE IV **PUBLIC SECURITY**

The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption to the services performed by employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from the full, faithful, and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services for the City. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action.

ARTICLE V **UNION SECURITY**

Section 1. All employees of the bargaining unit may become and remain members in good standing of the Union. Neither the Employer nor the Union will discriminate against any employee because of his or her membership or non-membership in the Union. Furthermore, the City and/or

Department shall not discriminate against, retaliate against, or take adverse employment action against any employee because of lawful membership activity or for their seeking Union assistance with regards to employment matters, nor shall the City, the Department, and/or its employees or agents discourage employees covered by this Agreement from doing so.

Section 2. Release Time. The Union President shall be allowed reasonable release time, provided it does not unduly interfere with the duties of any bargaining unit employee, to carry out his/her duties in addition to any time specifically authorized by this Agreement.

Section 3. Board Meetings. In the event he/she is scheduled to work, the Bargaining Unit President shall receive up to two (2) hours of release time every month to attend the Union's monthly Labor Board meeting.

Section 4. Access to Premises. The Union shall be permitted to schedule meetings on the Employer's property so long as such meetings are not disruptive of the duties of working employees or the efficient operations of the Department. The Union shall obtain prior approval for such meetings from Management. Approval shall not be unreasonably withheld or denied. The Employer further agrees that representatives of the Union shall be permitted reasonable and necessary access to the premises of the Employer with advance or concurrent notice to the appropriate Employer representative for the purposes of administration of this Agreement.

ARTICLE VI **DUES CHECK-OFF**

Section 1. The City agrees to deduct monthly union dues from the pay of any employee who has earned enough pay to cover their dues obligation subject to the following:

- A. The Union shall obtain from the employee a completed check-off authorization form which shall conform to respective state and federal laws concerning that subject. The check-off authorization form shall be filed with the payroll department, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- B. 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 an employee in accordance with this section.
- C. The Union agrees to defend, indemnify, and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from any employee's pay of Union dues or reliance on any list, notice, certificate or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

- D. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

ARTICLE VII **GRIEVANCE PROCEDURE**

Section 1. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this agreement and filed by either an authorized representative of, or an employee in, the bargaining unit.

Section 2. Grievances are limited to matters of interpretation or application of this agreement. The parties, in recognizing that an orderly grievance procedure is necessary, agree that, absent written mutual agreement, each step must be adhered to as set forth herein or the grievance is forfeited.

Section 3. The grievance procedure shall not apply to verbal counseling or to payment of insurance benefits. All grievances must be signed and dated by the aggrieved employee and his/her representative and name(s) of the article(s) that are being violated. All grievances must be filed within seven (7) business days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to be a grievance is forfeited and no grievance shall be deemed to exist. Any reference to days in the grievance procedure shall be interpreted as business days.

Section 4. An employee may first discuss any complaint with their immediate supervisor. In the event the grievance is not resolved by oral discussion with the employee's immediate supervisor, or other officers in the chain of command, the matter shall be resolved in the following manner:

Step One. Within seven (7) business days of the grievant knowing of the occurrence of the event upon which the grievance is based, the grievance must be submitted to the Chief of Police or their designee. The grievance shall be dated and signed by the aggrieved employee and/or the Union representative and shall set forth the facts, including dates and provisions of the Agreement alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief or their designee receives the written grievance. The Chief or their designee shall then answer the grievance, in writing, within seven (7) days after the date of the receipt of the written grievance and deliver a copy of the answer to the Union.

Step Two. If the grievance has not been resolved within seven (7) days after receipt of the Step One answer, a Union representative may appeal the grievance to

the City Council by written request indicating why the Step One answer was unsatisfactory. As soon as possible, but no later than seven (7) days following receipt of an appeal, the City Council may schedule a meeting with the Union. The Mayor or their designee shall then answer the grievance in writing within seven (7) days from the date the grievance was received.

Step Three. Before a grievance is submitted to Step Four for arbitration, either party has the right to schedule a meeting within seven (7) days after the Mayor's answer in writing set forth in Step Two above. The meeting will take place no later than seven (7) days after the request was made. Upon mutual agreement of the parties, this meeting may be facilitated by a mediator appointed by the Michigan Employment Relations Commission (MERC) for the purpose of mediating a resolution. If neither party requests such a meeting, the grievance proceeds to Step Four at the expiration of the seven (7) days set forth herein. The Mayor shall then answer the grievance, in writing, within seven (7) days from the date of the meeting, at which time the grievance was discussed.

Step Four. In the event the parties in Step Three are unable to agree upon a final settlement of the grievance, settlement shall be determined by binding decision of an arbitrator selected by the parties. In the event they cannot agree upon an arbitrator within seven (7) days, the arbitrator shall be selected by the American Arbitration Association in accordance with their rules.

- A. The City and the Union shall mutually agree to the question to be decided and shall then transmit this question to the arbitrator, who shall render their decision to all of the following:
1. The arbitrator shall not add to, detract from, ignore, or change any of the terms of this Agreement.
 2. Either party shall furnish the arbitrator and to the other party whatever facts or materials the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided however, that such facts or materials must have been discussed at some point in the Grievance Procedure preceding Step Four.
 3. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the hearing. The parties reserve the right to submit briefs.
 4. The charges of the arbitrator for their fees and expenses shall be shared equally by the City and the Union.
 5. The arbitrator's decision shall be final and binding upon both parties.

Section 5. Timeframes. The time limits of any step in the Grievance Procedure may be extended only by mutual agreement in writing between the parties. 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 shall be construed so as to automatically refer a grievance to the Step Two level. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be construed as settled on the basis of the City's last answer. The reference to days in this provision shall mean business days excluding Saturdays, Sundays, and holidays.

ARTICLE VIII **WORK RULES**

Section 1. Policies & Procedures. The Employer reserves the right to publish work rules, policies, procedures, and regulations, to include any changes in work rules, policies, and/or practices necessary to maintain or update contemporary compliance standards, and to enforce the same. The Union shall have the right to grieve, within seven (7) business days of their effective date, the reasonableness of any new work rule established by the Employer.

Section 2. Existing Policies. Any existing departmental rule, regulation, policy, procedure, directive, or official order not in conformity with the provisions of this Agreement shall be modified, amended, or considered superseded by the terms of this Agreement.

Section 3. Publishing Policies. All departmental rules, regulations, policies and procedures, directives, or official orders shall be published in an official order or procedure manual. Said manual shall be comprehensive and timely updated by the Employer as is necessary to be current. Published policies and procedures shall be made available for reference by all employees.

ARTICLE IX **PROBATIONARY PERIOD**

Section 1. Probation. The City may require all new employees to serve a probationary period of up to twelve (12) months of employment, after which their names shall be placed on the seniority list as of their last date of hire. The purpose of the probationary period is to provide an opportunity for the City to determine whether the employee has the ability and other attributes which qualify them for a regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated at the sole discretion of the City without regard to his/her length of service.

ARTICLE X **LAY-OFF**

Section 1. Definition. Layoff shall mean the separation of employees from the active workforce due to lack of work or funds, or due to abolishment of positions because of changes within the City or Department.

Section 2. Order of Layoffs. If and when it becomes is necessary to reduce the number of employees in the bargaining unit, employees shall be laid off in inverse overall department seniority order, provided that the remaining employees have the capability to perform the available work in the rank. Employees shall be recalled in the reverse order of the layoffs.

Section 3. Notice of Layoff. Employees to be laid off shall be given thirty (30) days prior written notice.

ARTICLE XI

RECALL/RETURN TO BARGAINING UNIT

Section 1. Recall. Employees to be recalled from lay-off shall be given a minimum of fourteen (14) calendar days to report for duty after notice. If the City is unable to contact an employee personally, notice shall be given to the Union and by certified mail to the employee's last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed shall have their name removed from any recall eligibility and/or seniority list(s).

Section 2. Demotion in Lieu of Layoff. An employee promoted from this bargaining unit to a supervisory position may return to this bargaining unit in the event the employee is laid-off from the position to which the employee was promoted and provided the following conditions are met:

- A. The promoted employee maintains continuous employment with the City from the date of promotion to the date the employee seeks return to this bargaining unit.
- B. If an existing employee of the bargaining unit will be displaced by the promoted employee's return, the returning employee must have more seniority based upon his previous service within this bargaining unit, than the seniority of the person being displaced.
- C. The promoted employee that returns to this bargaining unit will not be credited with any seniority earned outside of this bargaining unit, for the purposes of further lay-off and recall and other non-economic benefits.
- D. That the returning employee will be afforded total City seniority earned within and outside of this bargaining unit for the purpose of compensation and receipt of economic benefits.

ARTICLE XII

EMPLOYEE RESPONSIBILITIES

Section 1. Absence and Tardiness. Employees are expected to report for duty on time. If an employee is, or will be, late or absent from work, his/her immediate supervisor must be notified prior to the normal starting time, or as soon after as possible.

Section 2. Outside Employment. Outside employment will be permitted when it does not present a conflict of interest or otherwise interfere with or compromise the employee's primary responsibilities as a full-time police officer with the City of Ovid. An employee wishing to pursue employment outside his/her duties as a City police officer shall seek and obtain the prior approval of the Chief of Police. Approval shall not be unreasonably denied.

Section 3. Vehicles. When operating a City vehicle or equipment, an employee is responsible for its proper use and care. Any defects should be timely reported to the Chief of Police or his/her designee. If involved in an accident with a City vehicle, an employee is required to, as soon thereafter as practical, notify his/her direct supervisor.

In the selection and procurement of patrol cars and the equipment therein, due consideration shall be given to the safety of employees. The Employer agrees to provide a protective guard/screen between the front and rear seat in all fully marked police cars. The Employer further agrees to have all police cars equipped with air conditioning.

Section 4. Safety. An employee is required to report to his/her direct supervisor, any accident and/or unsafe work practice(s) or condition(s). The City shall make reasonable provisions for the health and safety of employees during the hours of their employment and shall endeavor to maintain its facilities and equipment in safe operating condition. 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 and/or illness.

Section 5. On-Duty Injury. Any injury on the job should be reported immediately as practicable to the employee's immediate supervisor. An accident report shall be made and submitted to the employee's supervisor.

Section 6. Standards & Licensing. The City shall pay the necessary cost of any training or additional licensing that, during the duration of this Agreement, becomes required by the Employer, law, or other governing or regulatory agency, for any Employee covered by this Agreement to maintain his/her current position.

Section 7. Legal Assistance. The Employer shall provide to all employees such legal defense as is required when civil action is brought against the employee as a result of acts or omissions occurring when and while any employee is in the performance of his/her duties and responsibilities; provided that notification is immediately given to the Employer that service or process was made upon the employee.

ARTICLE XIII **PERSONNEL CONTACT INFORMATION**

Section 1. Employees shall notify the Chief of Police and the City of any change of name, address, telephone number, marital status, or number of dependents within ten (10) days after such a change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records for all purposes involving employment and this Agreement.

ARTICLE XIV
SENIORITY

Section 1. Definition. Seniority shall be defined as the length of the employee's continuous service as a full-time employee with the City of Ovid Police Department commencing with their last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's entry into the classification or rank. For purposes of calculating benefits only, seniority shall include the employee's continuous service with the City of Ovid as an employee.

Section 2. Seniority Roster. The Employer shall maintain a roster of employees, arranged according to classification seniority, showing name, rank, and date of hire. Employees who are hired on the same date shall be placed on the seniority list with a tie broken by the last four (4) digits of the employee's social security numbers. The employee with the higher number shall have more seniority.

Section 3. Loss of Seniority. An employee shall lose his/her seniority and their employment relationship with the City shall terminate for any of the following reasons:

- (a) the employee resigns;
- (b) the employee is terminated and such action is not reversed or vacated;
- (c) the employee retires;
- (d) the employee has been on layoff status for a period of time equal to the employee's departmental seniority;
- (e) the employee is convicted of a felony, misdemeanor punishable by one (1) or more years imprisonment, or subjected to an adjudication of guilt for any criminal offense or other act as defined by MCL 28.609(12).

ARTICLE XV
PART-TIME EMPLOYEES

Section 1. Part-time employees shall be paid consistent with the salary schedule as established in Article 32 of this Agreement and, unless expressly stated otherwise by the terms of this Agreement, shall not be eligible for additional economic benefits (*e.g.*, retirement, insurance, leave time, *etc.*) as provided by this Agreement.

Section 2. Hours of Employment. The City agrees part-time officers will not regularly work more than thirty (30) hours per week. However, this does not mean that the City cannot, on an intermittent basis, require a part-time employee to work more than thirty (30) hours in any given week.

Section 3. Layoffs. Layoffs of part-time employees shall occur at the discretion of the City. The City shall not utilize part-time employees while any full-time bargaining unit employees are on layoff. Moreover, a full-time employee who is laid off shall not be required to return to work on a part-time basis.

Section 4. Holidays. Part time employees shall not work any holiday as defined by Article 24 of this Agreement in lieu of any regularly scheduled full-time employee unless all full-time employees are excused from working the holiday at their request. In the event a part-time employee does work a holiday as defined by this Agreement, he/she shall be compensated at an hourly rate of two times (2) their regular rate of pay for all hours worked.

ARTICLE XVI **SHIFTS AND SCHEDULES**

Section 1. Shifts. The Parties hereto hereby agree that the established work schedule for full-time employees in the bargaining unit assigned road patrol duties shall be no less than ten (10) hour shifts, unless the parties mutually agree to modify the shift durations in writing.

Section 2. Schedule. Working days will be assigned based on the operational needs of the department.

Section 3. Posting. A work schedule shall be posted no less than seven (7) days in advance covering a minimum of twenty-eight (28) calendar days indicating the normal work weekday of every member of the bargaining unit. Leave days shall be posted with the Shift Schedule.

Section 4. Shift Preference. Shift selection shall be by classification seniority. Shift selections shall be conducted twice annually; with one selection occurring in March and the other in September. The Chief of Police may make adjustments to an employee's shift selection for public safety issues and to maintain the efficient operation of the department. In the event the Chief elects to adjust shift selection, after providing reasoning to the employee for the adjustment, reassignment shall occur first by volunteer. Of the volunteers, the employee with the most seniority shall be reassigned. If there are no volunteers, the employee with the least seniority shall be reassigned.

ARTICLE XVII **SPECIAL ASSIGNMENTS**

In the event the City continues or creates a special assignment position (*e.g.*, Detective, K-9 Unit, *etc.*), the full-time bargaining unit employee assigned to the position shall, absent mutual agreement from the Union, be assigned for no more than a three (3) year period. At the end of each term, the assignment will be posted and interviews conducted prior to selection. The most recent officer to hold the assignment shall not be eligible for the assignment except, if no other eligible employee applies for the assignment, the Chief may assign the same. Furthermore, no bargaining unit employee covered by this Agreement shall be forced into any special assignment.

The normal work schedule for a special assignment position is to be Monday through Friday. The Chief may establish work hours for a special assignment position which shall be included in the posting for any special assignment.

Bargaining unit employees assigned to special assignments shall be entitled to all rights and benefits of others of the same classification.

ARTICLE XVIII **PERSONNEL FILES**

Section 1. Employee Access. Employees shall, during normal business hours of the Human Resources Department, have the right to access his/her personnel file. The contents of an employee's personnel file shall be made available to the employee for inspection and/or review. At the employee's request, he/she shall be provided copies of any document contained within his/her personnel file.

Section 2. Rebuttal Statement. Consistent with the "Bullard-Plawecki Employee Right to Know Act," an employee who disagrees with any personnel record contained within his/her personnel file shall be entitled to submit a written statement of response explaining the employee's position. The Employer shall attach the employee's statement to the personnel record placed in the employee's personnel file. The employee's statement shall also be included when the personnel record is divulged or disclosed upon the request of any third party. For the purposes of this Article, "personnel record" shall mean a record kept by the employer that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, compensation, or disciplinary action.

Section 3. Notice. Employees shall be simultaneously notified in writing when the Employer places any personnel record into the employee's personnel file. Additionally, the Employer shall notify any Employee in writing prior to divulging, disclosing, or releasing any disciplinary report, letter of reprimand, or other disciplinary action contained within the Employee's personnel file to any third party.

Section 4. MCOLES Disclosure. The Employer shall, as soon thereafter as practicable, provide an employee and the Union with a copy of any filing, statement, disclosure, or report concerning the Employee provided by the Employer to the Michigan Commission on Law Enforcement Standards ("MCOLES"). Where such a disclosure is made for the purposes of complying with PA 128 of 2017 as MCL 28.563, this obligation shall survive any employee's separation of employment.

ARTICLE XIX **OVERTIME**

Section 1. Overtime will be paid at one and one-half (1 ½) times the straight hourly rate for all hours worked beyond the employee's regularly scheduled shift.

Section 2. Overtime pay will be paid at one and one-half (1 ½) times the straight-time hourly rate for all hours worked over eighty (80) hours per pay period. In no event shall an employee covered by this Agreement be forced to work more than five (5) consecutive days unless there is a need to cover an emergency situation.

Section 3. Court. Employees required to attend court during off-duty hours for the purpose of giving testimony, under court subpoena or written notice, or for the purpose of signing and securing complaints and warrants, or who have verified their attendance is necessary with the Prosecutor's Office as of 5 p.m. the evening before, shall be compensated at the rate of time and one-half (1 ½) their regular rate for time spent at court, with a two (2) hour minimum.

Section 4. Compensatory Time. In lieu of overtime payment, employees may elect to accrue compensatory time. Employees may accumulate up to a maximum of eighty (80) hours of comp time. Compensatory time will accumulate at the rate of time and one-half (1 ½) the hours actually worked by the employee. Compensatory time shall be used at a time that is mutually agreeable to the employee and the Chief of Police or their designee and may not be used in the same pay period as it is earned. Any unused compensatory time may be paid out to the employee upon written request.

ARTICLE XX **CALL BACK**

Section 1. Call Back. Any time an employee is mandated back to work, or ordered to report for duty at any time not in conjunction with their regularly scheduled shift, he/she shall be compensated not less than two (2) hours at the rate of time and one half (1 ½) their regular rate of pay.

ARTICLE XXI **UNIFORMS AND EQUIPMENT**

Section 1. All departmentally approved equipment and uniforms shall be furnished to the employee by the City. Employees shall comply with all Employer policies regarding the proper use, care, maintenance, and storage of Department-issued equipment.

Section 2. The City shall provide protective vests for all employees in the bargaining unit.

Section 3. Upon separation of employment, employees shall timely return all Department-issued equipment and uniforms.

ARTICLE XXII **SICK LEAVE**

Section 1. Accrual. Sick leave with pay is granted to all full-time employees at the rate of one hundred (100) hours per calendar year. Available sick leave hours will be credited to each full-time employee every January 1st. Sick leave credited for new full-time hires shall be prorated based

on date of hire. Part-time employees shall earn and accrue sick leave time in accordance with the provisions of the Earned Sick Time Act.

Section 2. Use. Employees may use paid sick leave time for any purpose permitted by the Earned Sick Time Act (ESTA), MCL 408.934, as amended.

Section 3. Notice. An employee taking sick leave shall inform their immediate supervisor of the fact as soon as practicable. 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 Employer policy regarding advance notice. Such policy on foreseeable sick leave may not require the employee to provide more than seven (7) days advance notice.

Section 4. Accumulation. Employees covered by this Agreement may accumulate sick leave time not to exceed six hundred (600) hours.

Section 5. Payout. Upon retirement or separation of employment, any unused sick leave will be included in termination pay, unless terminated for just cause.

ARTICLE XXIII **VACATION**

Section 1. Vacation will be granted on the anniversary date of the employee's hire as follows:

- A. Forty (40) hours with pay will be granted upon the completion of field training (FTO).
- B. Eighty (80) hours with pay will be granted at the end of one (1) year of service.
 In no event shall an employee receive or combine Section 1 A and B in his/her hired year of service.
- C. Ninety (90) hours with pay will be granted at the end of two (2) years of service.
- D. One Hundred and ten (110) hours with pay will be granted at the end of five (5) years of service.
- E. One Hundred Forty (140) hours with pay will be granted at the end of ten (10) years of service.
- F. One Hundred Fifty (150) hours with pay will be granted at the end of fifteen (15) years of service.
- G. One Hundred Sixty (160) hours with pay will be granted at the end of twenty (20) years of service.

Section 2. All vacation time shall be utilized during the twelve (12) month period immediately following it being earned. Vacations shall be approved by the Chief of Police or their designee.

Section 3. Vacations consisting of three (3) or more consecutive days shall be requested at least thirty (30) days in advance.

Section 4. Upon retirement or separation of employment, unused vacation will be included in the termination pay, unless terminated for just cause.

Section 5. Whenever a paid holiday falls during an employee's vacation, it will not be counted against his vacation.

ARTICLE XXIV **HOLIDAYS**

Section 1. The following days are recognized as paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter Sunday	Memorial Day
Christmas Eve	Independence Day
Christmas Day	Labor Day
New Year's Eve	Veterans Day
Martin Luther King Jr. Day	Juneteenth
President's Day	

Section 2. Observation. All holidays will be observed on the actual holiday. Any additional days designated as holidays by the City Council during the term of this contract shall be paid holidays under this Article.

Section 3. Compensation.

Full-Time Employees. Full-time employees will be paid ten (10) hours of straight-time pay for each recognized holiday (and any additional day(s) recognized by the Employer during the term of the Agreement). Payment for holidays shall be made to employees on active payroll as of December 1st of each year in one lump check in the first full pay period of December of each year. If an Employee is hired or separates employment mid-year, holiday pay will be pro-rated on a completed payroll basis. A full-time employee who works on a holiday will be paid straight time for all regularly scheduled hours worked on the holiday.

Part-Time Employees. Part-time employees will not be eligible to earn holiday pay. However, a part-time employee who is scheduled for work on a holiday will be paid double-time for all hours worked on the holiday.

Employees in Training. An employee who is currently assigned to another officer (*i.e.*, a Field Training Officer (FTO)) for the purposes of training may, at the discretion of the Chief of Police, be removed from the schedule on a holiday and, instead, receive straight time as holiday pay for hours which he/she would have otherwise worked.

ARTICLE XXV
LEAVE TIME

Section 1. Bereavement. Employees shall be granted up to five (5) days of leave to make arrangements for and/or attend the funeral of the employee's current spouse, or a child or parent (including step relationship or a person who acted as a legal guardian to the employee). Employees who lose work from their regularly scheduled hours shall receive their regular rate for this lost time. The Chief of Police or his/her designee may approve additional leave under this section. Any holiday pay shall be maintained and paid out in the event it falls on a bereavement day.

Section 2. In situations where Section 1 does not apply, employees shall be granted up to three (3) days of leave to attend a funeral when a death occurs in the employee's immediate family. Employees who lose work from their regularly scheduled hours shall receive their regular rate for this lost time. For purposes of this paragraph, immediate family shall mean an employee's siblings, grandparents, parents and grandparents of the employee's current spouse. The Chief of Police or his/her designee may approve additional leave under this section.

Section 3. Personal. Employees hereunder shall receive forty (40) hours of personal leave per year to use for business of a personal nature. Requests for use of personal leave time shall be twenty-four hours in advance of the time sought and shall be granted in accordance with Department policy and procedure and shall not be unreasonably denied. Available personal leave hours will be credited to each employee every January 1st.

- A. In the event an employee is terminated with cause, or the employee voluntarily resigns, any remaining personal leave hours shall be prorated based on the date of employment separation. For reasons of illustration, if an employee resigns or is terminated July 1, 2025, but has not used any personal time up to that point, said employee would be entitled to a payout of twenty (20) hours of personal leave time. Any personal time used between January 1 and July 1, would be subtracted from twenty (20) hours of personal leave.
- B. Personal leave credited for new hires shall be prorated based on date of hire.

ARTICLE XXVI
LIFE INSURANCE

Section 1. Life Insurance. The City agrees to provide a term life insurance policy with a face amount, or value rounded to the nearest \$1,000.00 of no less than \$15,000.00, with double indemnity for death while on duty.

ARTICLE XXVII
ACCIDENT AND SICKNESS

Section 1. Short-Term Disability. Each regular employee will be insured in a group disability plan that will pay a weekly benefit of 70% of the employee's regular pay up to a maximum of One Thousand Dollars (\$1,000.00) a week, the benefit to be payable the 8th day following a non-occupational illness or the 1st day after an accident and said benefit shall be paid for periods up to 13 weeks for each occurrence.

Section 2. 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.

Section 3. Medical Dispute. In the event of a dispute involving an employee's physical or mental ability to perform his/her job, and the Employer is unsatisfied with the determination of the employee's treating physician, the Employer may require a report from a physician of their choosing and at their expense. If the dispute still exists, at the request of the Union, the employee's physician and the Employer's physician shall mutually agree upon a third evaluating physician who shall submit a report to the Employer and employee. The decision of the agreed upon third-party physician shall be binding on both Parties. The expense of the evaluation conducted by, and report completed by, the third-party physician, shall be borne equally by the Employer and the employee. The employee shall make himself/herself available for examination at a time set by the physician.

Section 4. Fitness for Duty Evaluation. If there is a reasonable and objective basis to suspect an employee is unable to perform the essential functions of his/her job, the Employer may at its

expense require an employee to participate in medical and/or physical evaluation(s) to determine whether the employee is fit for duty.

ARTICLE XXVIII
WORKERS' COMPENSATION

Section 1. The City will carry worker's compensation insurance, as required by law, to protect all employees in the event of injury or death while in the performance of their job.

Section 2. Sick Leave and Worker's Compensation. An employee receiving worker's compensation for injuries suffered as a City employee will continue to be paid the difference between his/her worker's compensation and his/her regular pay for the first ninety (90) days. This means the employee must sign over his/her worker's compensation to the City for this period and in return will receive his/her standard pay from the City. Beyond the 90th day, the employee must use sick leave or vacation to make up the difference.

ARTICLE XXIX
RETIREMENT

Section 1. Benefit. Individuals who become full-time employees of the City on or after April 1, 2011, shall participate in a defined contribution (DC) program administered by the Michigan Municipal Employee Retirement System (MERS). Employees shall contribute a minimum of one percent (1%) of the employee's base wage. The City will match the employee's contribution up to a combined total of five percent (5%).

Section 2. Vesting. Employees shall be immediately vested for their contributions. Upon separation of employment, an employee shall be eligible to retain the entire amount of the employee's contribution, including earnings. The Employee shall vest in the Employer's contributions based on years of service as scheduled below:

<u>Year of Service</u>	<u>Retained by Employee</u>
1 Complete Year	25%
2 Complete Years	50%
3 Complete Years	75%
4 Complete Years	100%

ARTICLE XXX
HEALTH CARE INSURANCE

Section 1. Health Insurance. The health insurance/hospitalization insurance plan provided to members of the bargaining unit shall be the same as the City's current plan in effect at the execution of this agreement for non-union employees.

Section 2. New Hires. Health insurance coverage for new hires shall commence immediately upon their employment.

Section 3. Optical and Dental. Employees of the bargaining unit shall be afforded dental and vision coverage as a benefit consistent with the City's current plan for non-union employees.

Section 4. Hearing Aids. The City shall reimburse employees covered by this Agreement up to five hundred dollars (\$500.00) annually for costs associated with purchasing and/or maintaining hearing aids.

Section 5. Opt Out. Employees of the bargaining unit who elect not to participate in the City's health insurance plan shall be provided an annual incentive payment in the amount of three hundred fifty dollars (\$350.00) per month. In order to qualify for any opt out incentive, an employee must (a) have qualifying health insurance coverage through another source and (b) sign a waiver declining health insurance coverage from the City.

ARTICLE XXXI
LONGEVITY PAY

Section 1. Each employee covered by this Agreement shall receive an annual longevity incentive based on their years of continuous service to the Employer in accordance with the following schedule:

<u>Continuous Service</u>	<u>Hourly Payment</u>
Ten (10) years but less than fifteen (15)	\$0.25 per hour
Fifteen (15) years but less than twenty (20)	\$0.50 per hour
Twenty (20) or more years	\$0.75 per hour

ARTICLE XXXII
WAGES

Section 1. Police Officers Pay Plan Schedule for the contract term (paid retroactively on base wages to January 1, 2025):

Police Officer	+2%	+4%
Step	Effective 01-01-2025	Effective 01-01-2026
1 (Start)	\$22.44	\$23.34
2 (Year 1)	\$23.51	\$24.45
3 (Year 2)	\$24.58	\$25.57
4 (Year 3)	\$25.65	\$26.68
5 (Year 4)	\$26.72	\$27.79
6 (Year 5)	\$27.80	\$28.91

Wage Re-Opener. The parties agree upon thirty (30) calendar days' written notice to the other party on or after June 30, 2026, to commence collective bargaining for the purposes of discussing wages only for 2027.

Section 2. Sergeant Differential. Employees in the classification of Sergeant shall receive a base wage that is equal to an additional ten percent (10%) above the top full-time police officer base wage.

Section 3. Credit for Prior Experience. At the discretion of the Chief of Police, a newly hired employee may be hired at a step on the wage scale commensurate with his or her experience.

Section 4. Step-Up Pay. Any employee appointed to perform the duties of a higher rank shall be paid at the higher rank rate.

Section 5. Field Training Officer (FTO) Pay. Members of the bargaining unit who are assigned to work as field training officers shall receive an additional one (1) hour of compensatory time for each day they are assigned to work with a trainee and complete the necessary documentation.

Section 6. Shift Differential. The Employer shall pay a premium in the amount of fifty cents (\$0.50) per hour for any and all hours worked by employees covered by this Agreement between 12:01 a.m. and 6:00 a.m. This provision shall not apply to overtime hours.

ARTICLE XXXIII **PROMOTIONS**

Section 1. Promotions. Any promotional opportunity or special assignment position, including but not limited to sergeant will be posted for a period of seven (7) calendar days. Minimum qualifications shall be (a) full-time employee and (b) have at least three (3) years of total law enforcement experience. Any bargaining unit members so qualified will be encouraged to apply for the position of sergeant when posted and all bargaining unit members who so apply will be granted an interview. The interviews for the position will be conducted by the Chief of Police, and a designated City Council member. The City may have up to five (5) interviewers present.

Section 2. Probation. Employees promoted to the rank of Sergeant shall be on probation for a period of ninety (90) working days immediately following promotion. During such probationary period, the Chief may demote the employee with good reason to the employee's former police officer classification or the employee may request, in writing to the Chief, to be demoted and returned to the employee's former position.

Section 3. Outside Candidates. Subject to the procedure in this Article, the Chief may fill a Sergeant vacancy with an individual from outside the bargaining unit in the event there are no internal candidates.

Section 4. Promotion to Rank Other Than Sergeant. The City hereby agrees to utilize an objective promotional or selection process for all other promotions or vacancy appointments to ranks within the Department but outside the bargaining unit, except for Chief of Police.

ARTICLE XXXIV
CORRECTIVE ACTION, DISCIPLINE, AND INTERNAL INVESTIGATIONS

Section 1. The City and the Union hereby acknowledge that all steps must be taken to maintain the unquestionable integrity of the Ovid Police Department. Accordingly, all employees shall have the duty to cooperate fully with respect to the investigation of internal charges.

Section 2. Corrective Action. Subject to the terms of this Article, corrective action is not discipline and thereby not subject to the grievance procedure.

- A. Verbal Counseling. Verbal counseling may be from any supervisor. It shall informally document teaching, counseling, or mentoring provided that employees have access to the tracking medium. Counseling may entail additional training, at the discretion of the supervisor. Counseling shall not be included in the employee's official personnel file and may not be considered for the purposes of progressive discipline, employee performance evaluations, promotions, and/or selection for special assignments.
- B. Written Counseling. Written counseling shall be from the Chief of Police or his/her designee and direct improvement of future performance. It shall not be a castigation of prior misconduct. A copy shall be provided to the employee. The employee may, within seven (7) calendar day of receipt of the written counseling, submit a rebuttal which shall be attached to the Employer's retained copy. Written counseling may be considered in disciplinary action(s) and performance evaluations for a period of no longer than one (1) year, at which time the written counseling and employee's statement of response (if applicable) shall be purged from all City and Department files. While not initially subject to the grievance procedure, the just cause of any written counseling can be arbitrated as part of a later disciplinary arbitration to the extent the Employer relies upon the written counseling in the issuance of progressive discipline.

Section 3. Discipline. Disciplinary action shall mean written reprimand, removal from a special assignment for reasons other than job performance, suspension without pay, demotion, and/or discharge.

Section 4. Progressive Discipline. The Employer agrees that in general, it will follow the principles of corrective and progressive discipline. 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 5. Just Cause. The City may discipline and/or discharge employees for just cause.

Section 6. Internal Investigations. Internal investigations generally, where appropriate, will be conducted by Ovid Police Department supervisory personnel. All discipline shall be concluded within thirty (30) calendar days of the date on which the incident first became known or should've been known unless the Employer sends, in writing, a notice of extension for an additional period not to exceed thirty (30) days from the date of the notice. This time period will be extended for the duration of any ongoing criminal investigation into the subject matter of discipline. The Chief of Police may, at his or her sole discretion, place an employee on paid administrative leave during the pendency of an internal investigation.

Section 7. Right to Representation. Any employee may request Union representation during any questioning the employee reasonably believes may result in disciplinary action. If a representative is not immediately available, the City shall grant the employee a reasonable amount of time to obtain Union representation prior to questioning.

Section 8. Notice. Except where notification would jeopardize an investigation, employees shall be notified in writing by the Chief of Police or his/her designee within ten (10) days of any occurrence which the City or Department becomes aware which may result in discipline. Notification to employees shall include a brief description, to include the date, time, and location of the alleged wrongdoing, and the policy, procedure, rule, or regulation the employee is accused of violating. The Bargaining Unit President shall be copied on all such notices.

Section 9. Pre-Investigatory Interview Disclosure. Employees covered hereunder shall be fairly apprised of the allegations prior to questioning as part of any internal investigation. Employees shall be informed, to the extent known at the time, whether the investigation is focused on the employee for potential charges (either disciplinary or criminal) or if the Employee is to be interviewed as a witness.

Section 9.1. Compulsory Statements. In the event an internal investigator reasonably believes an investigation is likely to lead to criminal charges or prosecutorial review, and the Department seeks to obtain a verbal or written statement from the accused Employee, the Employee shall be notified of his or her Garrity Rights (statements obtained under threat of discipline up to and including discharge cannot be used against that Employee in subsequent criminal proceedings). When notified of these rights, the Employer shall also advise the Employee: (a) of their right to legal counsel, (b) that the presence of legal counsel and/or union representation will not, in and of itself, jeopardize his or her employment status, and (c) the Employee is required to fully and truthfully answer all questions.

Section 10. Disposition. Employees shall be advised of the final disposition of any internal investigation of which they are the subject. Employees shall also be provided a copy of the final

disposition or notice of any disciplinary action.

- A. All recommendations and/or conclusions regarding internal investigations and disciplinary action in the form of, or resulting in; suspension, demotion, and/or discharge shall be approved by the Chief of Police.

Section 11. Prior Discipline. No occurrence for which an Employee has been disciplined may be considered for progressive discipline after three (3) years from the date of the prior occurrence.

Section 12. Body Worn Cameras. Employees covered hereunder who are required by the Employer to wear or utilize a body-worn camera or similar audio/video recording device, shall be permitted to review, with or without union representation present, all video footage or audio recordings captured by the employee's body-worn camera or similar device prior to:

- a. Making a verbal or written statement about an incident for which an employee is required to participate in an internal investigation.
- b. Being interviewed by the Employer about an incident for which an employee may be subject to discipline.

The City shall provide the Union copies of all requested video footage relevant to protentional discipline within seven (7) business days of a written request submitted to the Chief of Police.

Section 13. Release of Confidential Information. The City, Department, or its employees, may not release, publish, disclose, or divulge, except where expressly compelled by law, the details (including the name(s) of the involved employee(s)) of any internal investigation or record(s) related to a complaint determined to be unfounded or not sustained. Should the Employer, either in its discretion or by law, release information related to discipline issued to an employee, photographs or videos containing the employee's image or likeness, or issue any public statement or press release regarding an employee's on-duty conduct, shall first notify the affected employee(s) by telephone or text prior to the release of the information.

Section 14. Use of Force. If, in the performance of his/her duties, an Employee uses force which results in the death of any individual, that Employee may, on the Employee's request or request of the Chief of Police, be placed on paid administrative leave for a period of three (3) days, except during an emergency. When an employee uses deadly force, the employee shall not be required to make any statement(s) for seventy-two (72) hours after the incident. The employee may be required to make brief verbal public safety statements to his/her supervisor for the purposes of securing evidence, coordinating emergency medical attention, identifying witnesses, apprehending suspects, and/or addressing other exigent circumstances.

Section 15. Use of AI. The Employer shall not use any artificial intelligence tool, software, model, algorithm, or system for any purpose in connection with any terms or conditions of employment, including but not limited to, discipline and/or performance evaluations.

ARTICLE XXXV
DRUG AND ALCOHOL TESTING

Section 1. Reasonable Suspicion Testing. Except as otherwise permitted by this Article, an employee on duty or reporting for duty may only be required to submit to a test for the presence of drugs or alcohol (blood, urine, or breath) at the order of a supervisor where there exists reasonable suspicion the employee has been using, or is under the influence of, intoxicating liquors, drugs, or other controlled substances where use is prohibited by law or policy. Reasonable suspicion as used herein means a belief, drawn from specific, objective and observable facts, and/or reasonable inferences drawn from those facts, that an employee has been using, or is under the influence of, drugs or alcohol in violation of Department policy.

- A. In the event it is requested an employee submit to a reasonable suspicion test for the presence of drugs or alcohol, the employee shall be permitted to confer with union representation (by telephone if such representation is not present) prior to testing, provided it does not unreasonably delay the test.
- B. An employee may refuse to submit to a reasonable suspicion test but the employee shall be appraised, and hereby agrees, that such refusal constitutes grounds for discipline equivalent to that which would be imposed for a positive test result.
- C. Reasonable suspicion tests for alcohol in the form of a preliminary breathalyzer test (PBT) shall be given by supervisory personnel trained and/or certified to administer the test with the specific device used.
- D. Upon completion of any test, the supervisor asserting reasonable suspicion as defined by this Section shall immediately write a detailed written report of the circumstances, his/her observations, justifications, and/or all other relevant facts relied upon in establishing reasonable suspicion. In the event a supervisor performs the test, the report shall also include the test results.
- E. The Employer shall not be required to have reasonable suspicion to require an employee submit to a test for the presence of drugs or alcohol immediately following the employee's:
 - a. Involvement in a motor vehicle accident (regardless of fault or injury) while on-duty and operating a City-owned vehicle or patrol car.
 - b. Discharging of a firearm during the course of his or her duties.
 - c. Use of force resulting in significant injury or death.
- F. In unusual circumstances, the requirement of reasonable suspicion justification may be waived, with agreement from the Union, specific to individual employees where there exist circumstances necessitating such a suspension (*e.g.* as part of a treatment program, a condition of

discipline, etc.).

ARTICLE XXXVI
FAMILY MEDICAL LEAVE

Section 1. Family Medical Leave. The parties agree that each has the right to exercise rights provided under the City's Family Medical Leave policy.

ARTICLE XXXVII
TERMINATION AND MODIFICATION

Section 1. This Agreement will become effective January 1, 2025, and shall continue in full force and effect until 11:59 PM, December 31, 2027.

If either party desires to amend and/or terminate this Agreement, it shall, no less than thirty (30) days prior to the above termination date, give written notification of same.

If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Capitol City Labor Program, 5195 Jet Dr., Lansing, Michigan 48911; and if to the employer, to 114 E. Front St., Ovid, Michigan 48866, c/o Mayor, or to any such address as the Union or the Employer may make available to each other during the duration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement of the ____ day of September, 2025.

CITY OF OVID:


**CAPITOL CITY LABOR
PROGRAM:**




Mary Perrien,
Mayor




Adam Hoy,
Bargaining Unit President



Susan Swan,
City Clerk

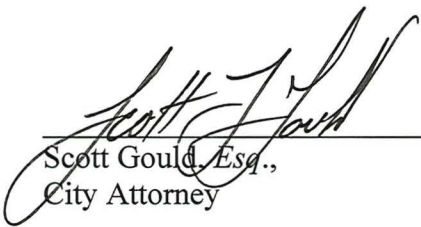


Brad Richman,
Executive Director, CCLP

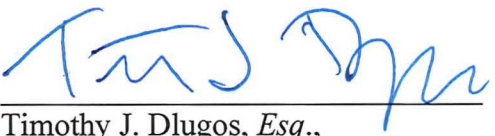


Lisa Rousseau,
Chief of Police

Approved as to Form:



Scott Gould, Esq.,
City Attorney



Timothy J. Dlugos, Esq.,
CCLP General Counsel