

AGREEMENT BETWEEN  
CITY OF GRAND LEDGE, MICHIGAN  
AND  
CAPITOL CITY LABOR PROGRAM, INC.  
NON-SUPERVISORY UNIT

July 1, 2024 - June 30, 2027

GRAND LEDGE POLICE DEPARTMENT  
NON-SUPERVISORY UNIT CONTRACT  
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## **AGREEMENT**

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Grand Ledge, Michigan, hereinafter referred to as the "Employer," and the Capitol City Labor Program, Inc., hereinafter referred to as the "Union".

### **PURPOSE AND INTENT**

Section 1. It is recognized by both parties that the best interests of the Employer are of paramount concern and that any labor disputes between the bargaining unit and the City be resolved in an orderly manner without interruption of public services as provided under the provisions of the agreement.

Section 2. The parties recognize that the interest of the community and the job security of the members of the bargaining unit depend upon the City's success in establishing a proper service to the community.

### **ARTICLE 1. RECOGNITION**

Section 1. The Employer hereby recognizes the Union as the sole and exclusive representative and bargaining agent of the employees of the Grand Ledge Police Department. Included in the bargaining unit are those positions classified as full-time police officers with the rank of Patrol Officer and Detective. Excluded from the bargaining unit are: all elected officials, all part time employees, supervisory employees including and above the rank of Sergeant, the Chief of Police and all other employees employed in or by the City of Grand Ledge, Michigan.

### **ARTICLE 2. NON-DISCRIMINATION**

Section 1. This agreement shall be applied uniformly to all eligible members of the bargaining unit and there will be no discrimination with respect to conditions of employment.

### **ARTICLE 3. CAPTIONS**

Section 1. The captions used in each section of this agreement are for identification purposes only and are not a substantial of this agreement.

### **ARTICLE 4. GENDER**

Section 1. Reference to the male gender shall apply equally to the female gender and vice versa.

### **ARTICLE 5. BARGAINING UNIT RESPONSIBILITIES**

Section 1. The bargaining unit agrees that its members will perform efficient services, and use its best efforts to protect property and interests of the Employer, and will cooperate with the Employer in performance of their duties.

## **ARTICLE 6. EMPLOYMENT APPLICATION**

Section 1. All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification.

Section 2. The Employer reserves the right of dismissal upon finding willful omission or intentional falsification of fact on the employment application.

## **ARTICLE 7. CHANGE IN PERSONAL STATUS**

Section 1. Employees shall notify the Payroll/Personnel Office of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such 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.

## **ARTICLE 8. PERFORMANCE EVALUATION**

Section 1. The job performance of each individual new employee will be evaluated at twenty (20) days by their immediate supervisor and before completion of five (5) months of employment, and at one (1) year of employment. Thereafter, the job performance of every employee will be evaluated at least once a year, unless it is necessary to document an employee's performance prior to the normal review date.

Section 2. In evaluating job performance, the employee's entire employment record will be considered including: job knowledge, quality and quantity of work and performance factor. The performance evaluation will be reviewed with the employee by his supervisor and/or Department Head. Recommendations for improvement in job performance will be explained to the employee at this time and he will have an opportunity to discuss his performance.

Section 3. The Employer shall furnish each employee with a copy of the completed performance evaluation. The employee will sign and date the evaluation. The employees signing of the evaluation only indicates that the employee is in receipt of the evaluation and does not indicate that the employee agrees or disagrees with the evaluation.

## **ARTICLE 9. ABSENTEEISM**

Section 1. Due to the importance of continuity of public safety, it is necessary that employees work their scheduled working hours according to the schedule prepared by the Employer.

## **ARTICLE 10. SAFETY REGULATIONS**

Section 1. It will be the responsibility of each employee to report to his supervisor any malfunction of equipment or any unsafe working conditions which he may observe. Failure of an employee to adhere to safety regulations may be treated as a cause for discipline. The Employer will make all efforts possible to provide a safe working environment for the employees and shall make repairs and/or replacements of malfunctioning equipment within a reasonable period of time.

Section 2. Drug & Alcohol Testing. The Employer's drug and alcohol policy as set forth in the City Personnel Manual ARTICLE VIII: EMPLOYER PROHIBITIONS 8.7 Substance Abuse and Alcohol/Drug Policy and Testing, as of the date of ratification of this Agreement, is incorporated herein by reference.

## **ARTICLE 11. IRREGULAR PART TIME**

Section 1. Irregular part time employees may be used for the purpose of filling in as a result of scheduled absences of regular full time and part time employees, and other than this Article, the provisions of this agreement do not apply to irregular part time employees. Scheduled absences are defined as sick leave, vacations, and earned time off. Irregular part time employees will only be used to fill scheduled absences or to supplement the bargaining unit pursuant to Article 12, Section 1 (g).

## **ARTICLE 12. MANAGEMENT'S RIGHTS**

Section 1. The City, on its own behalf and on 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 Constitution of the State of Michigan and of the United States. 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 to the City, including, but without limiting the generality of the foregoing:

- 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 operations.
- 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 of the construction of new facilities or the improvement of existing facilities and bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Police Department; however, all other

subcontracting shall be the object of collective bargaining.

- d. To determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement.
- e. To hire, assign, and lay off employees in accordance with the terms of this Agreement; however, all reductions in the workweek or workday or any reduction involving a combination of the length of the workday, workweek and/or layoffs are the objects of collective bargaining.
- f. To permit municipal employees not included in the bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands, which exceed the manpower capabilities of the Police Department; however, all other uses of municipal employees to perform bargaining unit work are the objects of collective bargaining.
- g. To determine the work force, assign work and determine the number of employees for operations.
- h. To establish, change, combine or discontinue job classifications, and prescribe and assign the job duties, contents and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining.
- i. To determine lunch, rest periods and cleanup times; the starting and quitting times.
- j. To establish reasonable work schedules.
- k. To adopt, revise, and enforce working rules and procedures that do not conflict with the terms of this Agreement.
- l. To transfer, promote and demote employees from one classification, department or shift to another for just cause.
- m. To select employees for promotion or transfer to non-supervisory/supervisory or other positions and to determine the qualification and competency of employees to perform available work.

Section 2. The bargaining unit hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

## **ARTICLE 13. NO STRIKES**

Section 1. 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 health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of services performed by employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. 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 of the City. The occurrence of any such acts or actions prohibited by this Section by the Union shall be deemed a violation of their Agreement.

Section 2. The City agrees not to lock out the Union during the life of this Agreement.

## **ARTICLE 14. WAIVER**

Section 1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted.

Section 2. The provisions of this agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 3: The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the bargaining unit, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 15. UNION SECURITY**

Section 1. All employees who voluntarily become members thereafter, may maintain their membership in the Union by paying the periodic dues uniformly required as a condition of Union membership.

Section 2. The Union shall promptly furnish the Employer with a list of its members in the bargaining unit on the 15th day after this Agreement is effective.



Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit and who join the Union voluntarily shall likewise be included on a list, which shall promptly be furnished to the Employer.

Section 4. 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 Employer 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 regard to employment matters.

## **ARTICLE 16. DUES DEDUCTION**

Section 1. During the life of this Agreement, the Employer will deduct current Union members' dues provided that at the time of such deduction, there is in the possession of the Employer a current written agreement, executed by the Union member, in the form of a dues authorization form or card.

Section 2. Previously signed and not revoked written authorizations shall continue to be effective as to current Union members and as to reinstated Union members.

Section 3. The Employer will deduct current uniform dues from the pay of Union members for the last pay period ending in the calendar month. If a Union member has no pay coming for such pay period or if such pay period is the first pay of a new Union member such deduction shall be deducted from the immediate subsequent pay period.

Section 4: The Employer will deduct from the pay of Union members in any month only the deductions incurred while a Union member has been in the employ of the Employer as a Union member and only such amounts due and payable in such month.

Section 5. In the event that a refund is due any employee for any sum deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for purpose of complying with any of the provisions of this Article.

Section 6. All sums deducted by the Employer shall be remitted to the Union; the treasurer's name and address shall be transmitted to the City.

Section 7. In the event the Union requests that the Employer deduct dues in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written notification to the Employer of the amount of the increase and assurance by the Union that the additional amounts have been authorized pursuant to Union policy.

Section 8. 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.

Section 9. The Union agrees that at no time will it solicit or collect money of any kind on Employer time.

## **ARTICLE 17. ACCESS TO POLICE DEPARTMENT PREMISES**

Section 1. Representatives of the Union may enter the Police Department for any proper bargaining unit business, provided they have secured prior permission of the Chief or his designee. In requesting such permission, the Union representatives shall designate the bargaining unit business under consideration. The Chief shall grant permission to the Union to visit the employees for the above limited purpose at a mutually agreeable time and place.

## **ARTICLE 18. BARGAINING UNIT REPRESENTATION**

Section 1. There shall be one (1) Union Steward and one (1) Alternate Steward chosen from among employees in a manner to be determined by the bargaining unit. The Alternate Steward shall take the place of the Steward in the Steward's absence.

Section 2. The bargaining unit representative shall represent the employees and shall be authorized to resolve grievances on behalf of such employee in any step of the grievance procedure herein. Such resolutions to grievances shall be final and binding upon the employees in the bargaining unit, however, in no event shall any such resolution or adjustment be contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement between the Employer and the Union.

Section 3. The bargaining unit shall designate to the Employer in writing, the bargaining unit representative, and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

Section 4. The bargaining unit, in contract negotiations, may be represented by two (2) employee representatives and not to exceed two (2) non-employee representatives. Only one (1) employee representative will be paid his/her regular pay for negotiations sessions which are held during their scheduled hours.

Section 5. A representative or steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustment may have the privilege revoked.

## ARTICLE 19. SPECIAL CONFERENCES

Section 1. In the interest of sound labor relations between the Union and the Employer, special conferences may be held by mutual consent of the Employer and the Bargaining Unit for the purpose of exchanging ideas and information pertinent to problems that may arise. An agenda for a special conference shall be prepared and exchanged in advance. Only those items referred to on the Agenda shall be discussed unless otherwise agreed. Each party may have up to three representatives at the special conference.

## ARTICLE 20. GRIEVANCE PROCEDURE

Section 1. A grievance, under this Agreement, is a written dispute, claim or complaint arising under the terms of this Agreement and filed by an authorized representative of the Union.

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

Section 3. The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payments of insurance when error or omission is that of the insurance company and not of the City of Grand Ledge.

Section 4. All grievances must be signed and dated by the aggrieved employee and his representative and must name the Sections allegedly violated. All grievances must be filed within seven (7) work days after the occurrence of the circumstances giving rise to the grievance, or seven (7) workdays from the time the employee should have reasonably known he had grounds for a grievance; otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist. The definition of work days for purposes of this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

Section 5. Any employee having a grievance shall process it as follows:

- STEP 1** The grievance shall first be submitted in writing to the employee's immediate supervisor. The supervisor will provide an answer within seven (7) work days.
- STEP 2** The representative shall, within seven (7) work days after the answer of the immediate supervisor, advance the grievance to the Chief. The Chief shall, within seven (7) work days, record his disposition in detail on all copies of the grievance form, returning two (2) copies to the Union representative.
- STEP 3** Failing to resolve the issue in the second step, the Union representative shall state the reasons in writing why the answer of the Employer was not satisfactory and shall then, within seven (7) work

days of the Chief's disposition, contact the City Administrator and/or his designated representative to arrange a meeting between the Union representative and the City Administrator and/or his representative to discuss such grievance. This meeting shall be scheduled to occur within ten (10) work days or at a time mutually agreed upon between the parties. If the parties in this step are unable to resolve the grievance, the City Administrator or designee shall, within seven (7) workdays, provide his/her written disposition to the grievance. The matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 6: Any and all grievances resolved in any step of the grievance procedure as contained herein shall be final. Grievances shall be filed and processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired. Any grievance not timely filed or carried to the next step by the Union within the prescribed time limits shall automatically be closed on the basis of the last disposition.

Section 7. The City shall not be required to pay back wages for periods prior to the time the grievance occurred. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation, for personal services that he may have received, including overtime, and premium pay.

**Arbitration.** Section 8. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within fifteen (15) work days of the day the written disposition was given or due under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the Employer's last answer. The parties may agree however, to hold a pre-arbitration meeting between the City Administrator or and/or designee and the Union Representative or its designee in an attempt to resolve the grievance. After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) work days or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service (FMCS) requesting that an arbitrator be selected with assistance and under its rules. FMCS shall provide a list of seven (7) Michigan arbitrators. Selection of the neutral will be by the alternate striking method, with the moving party making the first strike. Grievances involving the suspension, demotion, discipline or discharge of an eligible employee may be processed through the grievance procedure as outlined herein or appealed as provided for in the Veteran's Preference Act or any other such statutory scheme which provides for the redress of alleged grievances. Whichever procedure is elected shall be binding upon the Employer and the Union and shall be preclusive to the other remedy or remedies. The Union agrees it will only represent members of the bargaining unit in one forum, i.e., at an arbitration hearing under the terms of this Article or a Veteran's Preference Proceeding.

Section 9. The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitration forum herein established is intended to resolve disputes between the parties only over the interpretations or application of the matters which are specifically covered in this Agreement.

Section 10. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplemental agreement. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change jobs, or to change rates unless it is provided for in this agreement.

Section 11. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award under no circumstances shall be based on other extra contract matters not specifically incorporated in this agreement.

Section 12. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 13. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members and the employees involved, and the City of Grand Ledge.

## **ARTICLE 21. HOURS AND RATES OF PAY**

Section 1. Employees covered hereby are normally required to be on duty as follows:

- A. Eight (8) consecutive hours during each scheduled work day or;
- B. Ten (10) consecutive hours during each scheduled work day.

The normal work week shall be forty (40) hours, excepting as excused by management.

Section 2. It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal scheduled work day or work week when authorized by the Department Head. It does include training sessions, consultations with prosecutors and signing of complaints. All officers on duty shall be paid for overtime at the rate of time and one-half (1 ½) times their regular hourly rate of pay.

Scheduled overtime events, call-back overtime, or overtime needs arising 12 or more hours before the anticipated vacancy shall be offered and will be granted on the basis of seniority. Seniority will not be considered when the overtime is an extension of an employee's regular shift or where the call back is related to a specific officer or that officer's assignment. When overtime is assigned on the basis of seniority, the most senior employee shall be contacted and granted the first option to work the overtime assignment; if the contacted employee cannot be reached and/or declines the assignment, the next most senior employee shall be contacted until the list of available employees is exhausted. If at that time no available employee has agreed to work the overtime

assignment the employee last contacted shall be required to work the assignment. An employee who has expressed a general desire not to be contacted for the purpose of working overtime assignments shall be considered to be a declining employee under the terms of this provision, without the need for formal contact.

Assignment of Supervisory Employees. The Employer may only utilize or assign supervisory employees to work overtime assignments for which no bargaining unit employee has volunteered, provided the assignment has been offered to all eligible bargaining unit employees.

Section 3. Employees covered hereby who are called back to work for reasons other than time spent in court testifying, time spent in signing complaints or official documents or writing reports, shall receive a two (2) hour minimum payment. When testifying in a court of law, work related hearing, meeting or other police activity while off duty, authorized by the Chief of Police or his designee, an officer shall receive a minimum of two (2) hours at one and one-half (1 ½) times his regular hourly rate of pay. Fees paid by the court will be returned to the City. Proper documentation must be presented before payment is made. Payment will be made through the normal payroll function.

Section 4. A regularly scheduled shift schedule shall be posted to determine the normal work day for every member of the bargaining unit. Said schedule shall be posted five (5) days prior to its effective date.

Section 5. Payments for overtime and call back time shall not be duplicated for the same hours worked, as heretofore provided.

Section 6. Only an off-duty officer, when required to testify in court as a witness, shall receive overtime pay for court time.

Section 7. Any overtime and/or call back time worked by an employee without the prior authorization of the shift commander will not be compensated for by the terms of this Agreement or any other Agreement, it being specifically noted that the authorization of any overtime is discretionary with the shift commander.

Section 8. All employees covered by this agreement may have the option to exchange any overtime hours worked for earned time-off hours at the rate of time and one-half (1 ½) under the following conditions:

- A. Accumulated ninety (90) hours and have up to ninety (90) hours on the record books at any one time.
- B. Any usage or partial usage of accumulated Earned Time Off (ETO) will be charged against the maximum accrual and does not accumulate beyond ninety (90) hours. All ETO over the maximum of ninety (90) hours will automatically be paid out or used within that pay period.
- C. The ETO option will be made within the pay period that it is earned per the

employee turning in his/her time report.

- D. An employee may utilize ETO only with the prior approval of his/her supervisor.
- E. Employees will be granted ETO on a first come first served basis. If a determination cannot be made as to which request was made first, ETO will be granted on a seniority basis.
- F. All accumulated ETO credits, up to a maximum of eighty (80) hours, will be paid off the first pay period in December of each year at the employee's request. Earned Time Off (ETO) will be designated in the payroll system as "COMPP"

Section 9. Shift Selection by Seniority. On September 1<sup>st</sup> of each year, the Chief of Police or designee shall cause to be posted a notice directing the employees to select their shift preference, task force, special, and other assignments shall be exempted from this bid process. Employees shall have through September 30<sup>th</sup> in which to set forth their individual shift preferences. No later than October 15<sup>th</sup> of that year, shift assignments shall be granted on the basis of seniority, with the most senior employee being granted the first selection, the next senior employee being granted the second selection, and so on until all of the shift assignments have been completed.

Each employee shall make four (4) shift selections based upon preference: 1<sup>st</sup> choice, 2<sup>nd</sup> choice, 3<sup>rd</sup> choice, 4<sup>th</sup> choice, from the available shift assignments. Assignments are then to be made from this list, giving the most senior employee his/her 1<sup>st</sup> choice, the next assignment being given to the next senior employee and so on, until all of the assignments have been filled. Thereafter, if a shift becomes vacant during the year, the vacant shift, shall be filled by utilizing the September selection record, giving the vacant assignment to the most senior employee who earlier requested the same assignment. The Chief retains the right, in their discretion, to temporarily assign personnel irrespective of seniority, in order to accommodate operational needs such as for training, personnel shortages and emergencies. In the event the Employer elects to adjust an employee's shift selection, 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. Probationary employees may be assigned to any shift.

Return from Task Force, Special, or Other Assignments. Employees transferred back to patrol duties from a special assignment which is not subject to shift selection shall not displace another employee from their previously granted shift selection regardless of the seniority status of the involved employees without mutual agreement of the affected employee(s).

Section 10. All employees covered by this Agreement that are required by the Employer to be on stand-by status shall be paid one (1) hour regular time per each eight (8) hours on stand-by or increments thereof. This compensation does not include time for testifying

in a court of law, work related hearing, meeting or other policy activity while off duty, authorized by the Chief of Police or his designee. Stand-by status is defined as immediate availability to report for duty when called so as to restrict off-duty activities.

Section 11. Physical Fitness Challenge Compensation. The Physical Fitness Challenge Department policy involves a PASS/FAIL voluntary test based upon MCOLES pre-enrollment standards (subject to event revisions per policy). All employees covered by this Agreement will receive one (1) day, which shall correspond to the hours in a normal work shift for that employee, for passing the Physical Fitness Challenge. This provision is subject to the Department policy that may be amended, revised, or repealed at the discretion of the City.

## **ARTICLE 22. HOLIDAYS**

Section 1. All employees shall be eligible for holiday pay for the following twelve (12) holidays, whether worked or not, New Year's Eve, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day (Fourth of July), Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Day. When Christmas Eve Day falls on a Tuesday in any given year, the proceeding Monday will be granted as a holiday in that same year. When Christmas Day falls on a Thursday, of any given year, the following Friday will be granted as a holiday in that same year. An employee may, subject to the provisions of Article 22, Section 8, elect to take earned time off (ETO) in lieu of holiday pay based upon the employee's normal shift worked. Earned time off may be elected for the holiday pay and/or the holiday premium. Earned Time Off (ETO) will be designated in the payroll system as "COMPP"

Section 2. The City of Grand Ledge will provide each employee with an additional two (2) Personal Leave Time (PLT) days off, in lieu of the day following the Thanksgiving Day Holiday, the half day for Good Friday and the half day for the City Picnic. No holiday pay shall be given for these days and they are to be taken at a mutually agreed upon time between the employee and command with the Grand Ledge Police Department. Effective July 1, 2018, one (1) additional PLT day off was granted; for a total of three (3) PLT days.

Section 3. Employees will be allowed to accrue, or have accrued, a maximum of 80 hours Personal Leave Time (PLT). Existing banks of PLT which exceed eighty (80) shall be frozen and no more accrual added until the accrual drops below eighty (80) hours. Once an employee reaches eighty (80) hours in their bank, any additional hours earned must be used in the year received or be lost. Starting on 1-1-2000, the four (4) days are to be given on the first day of January and may only be banked to the 80-hour maximum; hours above the 80 must be used annually by December 31 each year. New days shall be presumed used first. The number of hours that will accrue shall correspond to the hours in a normal work shift for that employee.

Section 4. Holiday Eligibility:

1. The employee must work, in full, his/her regularly scheduled work day prior to the holiday and his/her regularly scheduled work day following the holiday, otherwise no holiday pay will be granted unless the absence on



such day was scheduled or excused at management's discretion.

2. If an employee is on layoff, drawing workers' compensation payment, or receiving any other form of pay at the time the holiday occurs, he/she will not be paid for the holiday.
3. In addition to holiday pay, if an eligible employee works on the actual day of the designated holiday set forth in Section 1, he/she shall be paid the rate of two (2) times his/her regular straight time rate for the hours so worked.
4. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation. The employee will receive holiday pay for such day at his/her straight time hourly rate.

### **ARTICLE 23. NEW JOBS**

Section 1. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement of the Employer and the bargaining unit, the Employer shall set up a new classification and rate covering the job in question. If the Union disagrees with the rate that has been established, the Union will have the right to request and negotiate the rate.

### **ARTICLE 24. WORK RULES**

Section 1. The Employer reserves the right to publish and enforce from time to time reasonable work rules, policies and regulations.

Section 2. The bargaining unit agrees that the presently established reasonable rules, regulations, Policies and procedures as outlined in the executive orders and reasonable Police Department Rules and Regulations shall remain in effect and agrees to abide by such rules, regulations, policies and procedures. Any changes in such rules and regulations policies and procedures may be the object of a special conference on their reasonability, outlined in Article 19.

### **ARTICLE 25. PROBATIONARY EMPLOYEES**

Section 1. All full-time employees shall serve a probationary period of twelve (12) months uninterrupted by any type of service break, during which time they will be termed "probationary employees."

Section 2. Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

Section 3. During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall become

a regular full-time employee and his/her seniority shall start as hereinafter provided.

## **ARTICLE 26. SENIORITY**

Section 1. A regular full-time employee's seniority shall date from his/her most recent starting date of full-time employment within the bargaining unit, excepting that an employee promoted outside the unit who returns to the unit within the 12-month promotional probationary period shall return with seniority as of the date they were promoted. Any other return to the unit shall start with no bargaining unit seniority.

Section 2. An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this Agreement.

Section 3. An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time he/she is hired, shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment.

Section 4. Seniority does not accumulate when an employee is off for more than one (1) month, except on a paid sick leave or paid vacation leave.

Section 5. The City agrees to post and update annually a seniority list by bargaining unit seniority. An employee's standing on the published list will be final unless protested to the City's Payroll/Personnel Office after the list has been posted on the Employer's bulletin board.

## **ARTICLE 27. LOSS OF SENIORITY**

Section 1. An employee's seniority and employment shall terminate if:

- A. The employee resigns.
- B. The employee is discharged for just cause and not returned through the grievance procedure if a grievance is filed.
- C. The employee fails to return to work within five (5) working days after issuance of the Employer's notice of recall by certified mail to the employee's last known address as shown on the Employer's records. (It shall be the responsibility of the employee to provide the City with a current address).
- D. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence.
- E. The employee overstays a leave of absence without advising the Employer

of a reason acceptable to the Employer.

- F. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence other than an educational leave.
- G. A settlement with the employee has been made for total disability.
- H. The employee is retired.
- I. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his/her employment or one (1) year, whichever occurs sooner.
- J. The employee holds regular employment wherein he/she is employed by another Employer to the extent it will affect his/her ability to perform his/her duties with the City of Grand Ledge, Michigan.
- K. He/she is convicted of any felony, circuit court misdemeanor or high misdemeanor or other criminal acts involving moral turpitude.
- L. Is not legitimately able to fulfill his/her assigned duties.

#### **ARTICLE 28. LAYOFF AND RECALL**

- A. Layoff of employees shall be by seniority, and then the following order shall be followed; provided that the employees who remain are capable of performing the work available.
  - 1. Temporary employees;
  - 2. Probationary employees;
  - 3. Transferee's still on probation in the classification to be reduced.
  - 4. Remaining seniority employees within the classification affected shall then be laid off in the order of their classification seniority within the affected classification.
- B. A laid off seniority employee, if recalled to a job similar in work content and identical or lower in rank to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority.
  - 1. The order of recalling of laid off employees shall be to the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
  - 2. Notices of recall shall be sent by certified or registered mail or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall return

to work within five (5) consecutive calendar days or his/her employment shall be terminated.

## **ARTICLE 29. RETIREMENT-SEPARATION-VOLUNTARY TERMINATION**

Section 1. All employees must notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the Employer. Employees shall have the responsibility of turning in all City equipment and property at termination of employment.

Section 2. The Employer shall annually pay five (5%) percent of an employee's annual wage into the City's Defined Contribution Retirement Plan. In addition to the five (5%) percent base Employer contribution, effective beginning the pay period closest to 1/1/2000, the City also will match one dollar (\$1) for each one dollar (\$1) the employee contributes into the employee's 457 plan (Deferred Comp) to a maximum of five (5%) percent of the employee's annual pay. The City will pay an additional one dollar (\$1) into the employee's City's Defined Contribution Retirement Plan for every two dollars (\$2) above five (5%) percent of pay which the employee contributes into his/her 457 (Deferred Comp) for employee contributions up to the next ten (10%) percent of annual pay. The City's total matching contribution shall not exceed ten (10%) percent, which shall be reached when an employee contributes fifteen (15%) percent into their 457 plan account.

City maximum = 5% base + 10% matching.

Participation in the City's Defined Contribution Retirement Plan is limited to employees who have not elected to participate in the MERS Plan. Any employee hired after August 13, 2007 shall be ineligible to participate in the Defined Contribution Retirement Plan and must participate in the MERS Plan. Participation in the 457 Deferred Compensation Plan is available to employees irrespective of the retirement plan in which they are enrolled.

Section 3. All employees hired before July 1, 2012 who are covered under the MERS Defined Benefit B-4 Plan will continue under such plan. Vesting will be ten (10) years. The early retirement option, F55/25, will be available. The pension plan will include rider FAC-5. The City's contribution toward the cost of the MERS pension plan per member shall not exceed eleven (11%) percent of wages. The City's eleven (11%) percent contribution is capped with any adjustment from year to year being made up by the employees or to the benefit of the employees. Employee contributions to the MERS pension plan will be determined initially by MERS and annually thereafter following receipt of the actuarial report. Contributions will be made through payroll deduction and will be expressed as a percentage of pay. The Union agrees not to request any change in any portion of the retirement plan until on or after June 30, 2017. This prohibition will not prevent the parties from mutually agreeing to a retirement change. Both parties to this contract are prohibited from submitting any retirement proposal to Act 312 arbitration from the date of the signing of this Agreement through June 30, 2017. Employees hired on or after July 1, 2012 shall be covered by a single group Plan covering both non-supervisory and supervisory bargaining unit personnel. The Plan will be the MERS C-1 New Plan with a maximum Employer contribution of ten percent (10%). The Pension Plan will include FAC 5 and 10 year vesting. Employees in this Plan shall not have more than two hundred

forty (240) hours of paid leave included in Final Average Compensation. Overtime hours shall not be used in computing the FAC of an employee. The MERS Alternative Transfer Rule will be adopted to facilitate employees hired prior to July 1, 2012, transferring between the non-supervisory and supervisory units.

### **ARTICLE 30. SAVINGS**

Section 1. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

### **ARTICLE 31. WORKER'S COMPENSATION**

Section 1. All employees shall be covered by the applicable Worker's Compensation Law. The Employer's Workers' Compensation policy as set forth in the City Personnel Manual ARTICLE VI: EMPLOYEE BENEFITS 4.4 Workers' Compensation Insurance, as of the date of ratification of this Agreement, is incorporated herein by reference.

### **ARTICLE 32. MILITARY LEAVE**

Section 1. The Employer shall abide by the provisions of Federal and State law with respect to leave of absence due to military service.

### **ARTICLE 33. HEALTH, DENTAL AND OPTICAL BENEFITS**

Section 1. Hospitalization and Medical. The Employer makes available a health care benefit which covers all full-time employees, including their spouse and dependent children effective on the first of the month following 30 calendar days of full-time employment. Effective for July 1, 2015 coverage will be Blue Cross Blue Shield Simply Blue HRA Plan 4000/20/2350 - 8000/20/4700 in network and fund the plan in network 1500/2012850 - 3000120/5700 or equivalent. The City will contribute toward the cost and employees will contribute toward the cost of such coverage through payroll deduction.

The Employer reserves the right to change health insurance providers and/or programs in order to remain compliant with PA 152 and the Federal Patient Protection and Affordable Care Act (FPPACA) and all associated regulations and avoid any penalties that might be applied based upon non-compliance with either.

The Employer's maximum contribution toward health and prescription drug coverage, including any reimbursement and/or contributions to a Health Reimbursement or Health Savings Account, shall not exceed the PA 152 hard cap limits as determined annually effective with the City's Plan Year.

Any cost in health care coverage that exceeds the Employer's contribution shall be paid by periodic payroll deduction from an employee's earnings.

Section 2. Prescription Coverage. The Employer shall provide a multi-tier prescription drug coverage plan available to employees eligible for hospitalization and medical coverage. Effective for July 1, 2015 the drug co-payments are: \$20/\$60/50%/20%/25% RXCM or equivalent.

Section 3. Dental and Vision Benefits. The City will continue to make available and pay for dental and vision benefits for employees, their spouses and dependent children, effective on the first day of the month following thirty (30) calendar days of full-time employment. Presently, said benefits are self-insured. Should the Employer choose to provide these benefits on an insured basis, the coverage will be comparable or better, provided said coverage is available. The benefits provided will be the coverage found in the current Employee Benefit Plan or comparable or better coverage if the City changes providers or the current provider makes such coverage unavailable.

Section 4. Opt-Out Provision. The Employer will pay forty percent (40%) of its normal hard cap contribution toward the single subscriber rate to any employee that waives health insurance coverage. An employee electing to waive coverage must do so for the entire year and cannot re-enroll in the Health Insurance Plan until the open enrollment period, unless the employee loses health insurance coverage from another source due to a life event recognized by the Employer's insurance carrier as qualifying an employee for re-entry into the Employer's health insurance plan.

Section 5. IRS Plan. The City will maintain an IRS Section 125 approved plan which allows employees to pay for medical insurance premiums, unreimbursed medical expenses and dependent care costs with pre-tax dollars.

#### **ARTICLE 34. LIFE INSURANCE**

The City provides its full-time employees with life insurance at the City's expense. This becomes effective on the first of the month following 30 days from the date of employment. The City will provide a minimum benefit of \$20,000 per employee, \$7,500 per spouse and \$3,000 per child.

#### **ARTICLE 35. CONTRACT DISTRIBUTION**

Section 1. The City will furnish a copy of the contract to all bargaining unit members.

#### **ARTICLE 36. UNIFORMS**

Section 1. Necessary dry cleaning of officer's uniforms shall be paid by the City of Grand Ledge. Uniforms will be furnished to all officers. The number of uniforms and type of uniforms will be determined by the Employer. The Employer will provide dry cleaning not to exceed three (3) uniforms (shirt/pants) per week per officer. Note: The Employer understand that under certain conditions the three (3) uniforms limit may be exceeded.

Section 2. Shoe/Boot Allowance. The Employer shall reimburse each employee up to One Hundred Twenty-Five Dollars (\$125.00) for the purchase of shoes and/or boots each

budget year (July 1 to June 30) of the contract. An employee may choose to carry the One Hundred Twenty-Five Dollars (\$125.00) over for a second year in order to have Two Hundred Fifty Dollars (\$250.00) available for the purchase of shoes and/or boots. The amount that an employee shall carry over shall not exceed Two Hundred Fifty Dollars (\$250.00).

Section 3. The shoes and/or boots shall be plain toed, black, and capable of taking a high shine.

### **ARTICLE 37. FUNERAL LEAVE**

Section 1. When death occurs in an employee's immediate family, the employee, on request, will be excused beginning on the date of death and until two (2) calendar days immediately following the date of the funeral provided he/she attends the funeral/memorial service, with a maximum of three (3) work days. Sick leave time may be used if funeral/memorial service is later. Immediate family shall mean: spouse, parent, grandparents, spouse's grandparents, children, brother, sister, mother-in-law, father-in-law, sister-in-law and brother-in-law, step-child. Sick leave time may be used for funerals of: step-parents, step- brother, step-sister, step-grandparents, step-grandchildren, step-mother- in-law, and step-father-in-law.

Section 2. An employee excused from work under this article shall, after making application, receive the amount of wages exclusive of shift or any other premiums that he/she would have earned by working straight time hour on such scheduled days of work for which he/she was excused. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, the amount of days given to the employee shall be at the discretion of the Chief.

Section 3. In all cases of funeral leave, if more days are needed, it shall be at the discretion of the Chief.

### **ARTICLE 38. SICK LEAVE**

Section 1. All employees covered by this Agreement shall accumulate one (1) sick day per month, not to exceed twelve (12) days per year with no limit of accumulation during active employment. However, all sick days will be accumulated when earned and subtracted when used, in hours, and the number of hours will be the same as the number of hours in a normal work shift for that employee. For example, if an employee is assigned to road patrol and normally works a ten (10) hour shift, then each month that employee shall accumulate ten (10) hours of sick time and if that employee should use a sick day then ten (10) hours of sick time shall be subtracted for each day of sick time used. This same formula will apply to employees who might work an eight (8) or twelve (12) hour shift.

Upon death of an employee, the beneficiary will be entitled to be paid ½ of all unused accumulated sick days. The beneficiary of an employee hired on or after July 1, 2012 will be entitled to a maximum payout for unused accumulated sick days in the amount of \$2,500.00. The intent of this provision is not to be construed as a retirement benefit; but

to build up a reserve for situations of true illness or sickness. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Section 2. In order to be eligible to receive sick pay, the employee must report to the Employer by phone the nature of his/her illness no later than one (1) hour before the start of the work shift, unless circumstances exist which prohibit the employee from informing the Employer.

Section 3. If the Employer has reasonable suspicion an employee is abusing his/her sick leave privileges, the Employer may request and receive a doctor's statement showing proof of illness before the employee returns to work.

Section 4. Pregnancies will be treated the same as any other illness or temporary disability. The employee may return to work when a physician's statement is presented stating that she can resume normal duties.

Section 5. Employees can cash in up to sixty hours (60) of the yearly accrual received but not used in the calendar year. Employer encourages employees to use this cash out toward retiree health care.

### **ARTICLE 39. VACATION LEAVE**

Section 1. Since the hazardous duties and responsibilities of a police force are unrelated to the length of service and the beginning officer experiences weariness along with loss of attention to duties without proper vacation leave, all employees will be granted vacation leave in accordance with the following schedule:

During the first year uninterrupted employment through five (5) years of uninterrupted employment.	100 hours
Commencing with the sixth (6) year of uninterrupted employment through ten (10) years of uninterrupted employment.	120 hours
Commencing with the eleventh (11) year of uninterrupted employment through fifteen (15) years of uninterrupted employment.	140 hours
Commencing with the sixteenth (16) year of uninterrupted employment and thereafter	160 hours

Employees shall be encouraged to take yearly vacations. Vacation time accruals are



limited to two (2) times the annual allotment. When that allotment is reach, accrual will stop until the total available time is once again less than that allotment. Employees will accrue vacation leave allotments on a monthly basis as a proportionate share of the maximum annual accrual rates applicable to their years of service. While vacation time accrues monthly from day one for employees, the time cannot be used until an employee finishes ninety (90) days of employment. Employees may carry unused time forward to the next year.

\*Employees hired prior to July 1, 2018, may choose to be a party to a Letter of Agreement (LOA) in which named employee(s) will be subject to the collective bargaining agreement (CBA) dated July 1, 2018 - June 2021, with respect to then Article 40 Vacation Leave. Eligible employees must make a determination to be a party to the LOA no later than June 25, 2021, at 5:00 p.m., otherwise employees agree to the 2021 negotiated agreement.

Section 2. Vacation pay shall be computed at the employee's present rate of pay.

Section 3. An approved vacation leave of absence will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan.

Section 4. An employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her department.

Section 5. Vacation leaves shall be granted to employees covered hereby by the Chief, and such vacations will be granted at such times as they least interfere with the efficient operation of the Department.

- A. Vacations leaves will be granted by seniority within the bargaining unit and each officer shall have a FIRST priority and a SECOND priority choice of vacation dates.
- B. An officer's second priority choice cannot bump another officer's first priority choice.
- C. If an officer so chooses he/she may take all of their available vacation time at once and this option will be considered a first priority choice.
- D. Vacation choices shall be made between November 1<sup>st</sup> and December 1<sup>st</sup> of each year and all vacations will be finalized by December 20<sup>th</sup> so that vacations may begin on January 1<sup>st</sup> of each subsequent year.
- E. Starting with the most senior officer, each officer will be given three (3) days to record their desired vacation time request(s) on the sign-up sheet after which the sheet will be given to the next most senior officer until all officers have made their selection(s).

- F. If for some reason an officer is unavailable when the sign-up sheet gets to them, the process will stop temporarily until every reasonable effort has been made to contact that officer for their choice(s). The Chief shall determine when the selection process should resume.

Section 6. Any employee who terminates his service from the department for any reason whatsoever, shall receive his vacation on a prorated basis.

#### **ARTICLE 40. FIREARMS**

Section 1. The Employer will furnish firearms in good repair to employees who are required to carry them. The number of firearms, the style and type and to whom they are furnished will be determined by the Employer.

#### **ARTICLE 41. HOLSTERS**

Section 1. The Employer will furnish strong-handed holsters to employees who are required to carry a firearm to perform their assigned duties. The strong-handed holster shall at all times be worn high and tight.

#### **ARTICLE 42. DISCIPLINARY ACTION**

Section 1. Just Cause. The Chief of Police and supervisory personnel shall have the responsibility for all disciplinary actions. Discipline will be of a progressive and corrective nature except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances. The discipline or discharge of a non-probationary employee shall be for just cause.

Section 2. Notice. Whenever disciplinary action is taken against an employee, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and the employee against whom the charges are brought. Such charges and specifications shall cite the specific sections of the rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.

Section 3. Investigatory Interviews. Employees covered hereunder shall be reasonably apprised of the allegations prior to questioning as part of any internal investigation.

Section 3.1. Compulsory Statements. Prior to the Employer compelling a verbal or written statement from an Employee concerning potentially criminal behavior or conduct, the Employee shall be notified of his/her rights under the Disclosure by Law Enforcement Officers Act ("DLEOA") (e.g., involuntary statements obtained under threat of discipline up to and including discharge cannot be used against the Employee in subsequent criminal proceedings).

Section 4. Right to Representation. Employees shall be permitted the presence of a Union representative before any question the employee reasonably believes may result

in discipline.

Section 5. Pre-Determination Hearing. An employee against whom charges have been made may be represented at any pre-determination hearing by the Union Steward or another Union representative. The City may be represented at such hearing by the representative of its choice.

Section 6. Prior Discipline. In imposing any discipline on a current charge, the Employer will not base its decision upon any prior infractions of department rules or regulations which occurred more than two (2) years previously unless directly related to the current charge.

Section 7. Administrative Leave. In the event an employee is suspended without pay pending the completion of an investigation, and for any reason, as a result of the investigation, he/she is exonerated of the charges resulting in the administrative leave, he/she shall be compensated for all back wages lost during the period of his/her administrative leave.

Section 8. If an employee who was disciplined fails to file a grievance within the time specified in the grievance procedure, or if, upon the hearing of his/her grievance he/she is found to have been properly properly disciplined, then his/her discipline shall be absolute as of the date of his/her discipline.

Section 9. Back Pay. If the employee is exonerated of the charges, he/she shall be compensated for all back wages due. Such wages shall be based on regular base pay hours and not include overtime.

Section 10. Probationary Employees. Probationary employees shall not be entitled to the benefits and procedures herein provided in cases of disciplinary action.

Section 11. 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 and/or any other present employee's body worn camera prior to:

- a. Writing a report.
- b. Making a verbal or written statement about an incident for which an employee is required to participate in an internal investigation.
- c. Being interviewed, either by the Employer or outside investigating agency, about an incident for which an employee may be subject to discipline.
- d. Testifying at an administrative, grand jury, or court hearing or proceeding.

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

Notwithstanding the above, at the discretion of an on-scene supervisor or Grand Ledge

Command Officer, officers involved in an on-going incident may be required to complete public safety statement(s) to an on-scene supervisor, Grand Ledge Command Officer, or responding law enforcement agency command officers (and fire department personnel and EMS, as necessary) before review of a body-worn camera or similar audio/video recording device.

## **ARTICLE 43. GENERAL PROVISIONS**

Section 1. Any employee absent three (3) consecutive work days due to claimed illness, shall, upon the City's request, furnish a medical doctor's statement of incapacity to work. The Employer reserves the right to have any employee absent due to claimed illness examined by a medical doctor of the Employer's choice at the Employer's expense. If a conflict of medical opinion exists between the employee's doctor and the Employer's doctor, a third doctor shall be chosen by mutual agreement between the Employer's doctor and the employee's doctor. The third doctor's opinion shall be binding on both parties and the expense shall be shared equally.

Section 2. Employees absent from work due to claimed illness or otherwise shall inform the Employer of such absence by telephone prior to their starting time, unless circumstances exist which prohibit the employee from informing the Employer.

Section 3. The Employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds or rebates earned without conditioner limit of any kind. All benefits shall be subject to standard provisions set forth in the policy or policies. Benefits for otherwise eligible employees will become effective when he attains seniority. In the event the Employer substitutes another carrier, the fundamental provisions of the coverage will not be changed.

Section 4. When employment and seniority are interrupted by layoffs, discharges, quit, strike, retirement, leave of absence or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 5. The Employer shall have no obligation to duplicate any benefit an employee received under any other policy, excluding life insurance, with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the Employer herein a party.

Section 6. As a condition of continued receipt of benefits, the Employer at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to work. Conflicts In any medical dispute will be resolved as in Section I of this Article.

Section 7. The employee shall not be eligible to receive benefits while he is:

- A. Eligible for unemployment benefits under any unemployment law;

- B. On layoff;
- C. On leave of absence;
- D. Has quit his employment;
- E. Been discharged, or;
- F. Retirement

Section 8. Should the Employer be obligated by law to contribute to a governmental-sponsored insurance program, national or otherwise, which duplicates benefits provided by the Employer under insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage; and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental-sponsored insurance programs.

Section 9. It is specifically understood and agreed that contractual benefits upon the death of the employee shall cease at the end of the month of the death.

Section 10. It is mutually understood by the City and the Union that certain employment conditions are inherently practiced within the Police Department. The parties mutually understand that certain conditions may change due to unforeseen situations. If either party disagrees with any change, such change shall become the subject of a special conference as provided for in Article 20. If the issue cannot be resolved through the special conference, the grievance procedure may be used to settle the dispute.

Section 11. Retiree Benefits.

A. Upon reaching age fifty-five (55), or any time thereafter, and having completed twenty-five (25) years of service with the City an employee may choose to retire and the City will provide health coverage under the City's health insurance plan, including drug card, optical and dental. Benefits, including Employer contributions, in no event will be greater than those provided to active employees. The premium for said coverage shall be divided in half between the retiree and the City. This coverage shall continue until the retiree becomes Medicare eligible and so long as the retiree's share of the premium is paid. Any regular full-time employee hired on or after July 1, 2018 will not be eligible for, nor receive this benefit.

B. If an employee retires under this program and dies before reaching age 65, his/her spouse may retain coverage under the above same terms until the spouse becomes Medicare eligible. Spouse is defined as the employee's spouse on the date of retirement only. Any regular full-time employee hired on or after July 1, 2018 will not be eligible for, nor receive this benefit.

C. If an employee with twenty-five (25) years of service should die before retirement, his/her spouse may obtain coverage under the above same terms. However, if the employee who dies has not attained age fifty-five (55), coverage shall be for three (3) years only. If the employee who dies has attained age fifty-five (55), coverage shall be granted until the spouse becomes Medicare eligible. Any regular full-time employee hired on or after July 1, 2018 will not be eligible for, nor receive this benefit.

D. Employees hired on or after July 1, 2018, and upon reaching age fifty-five (55), or any time thereafter, and having completed twenty-five (25) years of services to the City, a regular full-time employee may choose to retire and the City will make available health, dental and optical benefits for the retiree only as provided to current employees. Benefits in no event will be greater than those provided to active employees. The total cost of the premium for said benefits shall be paid by the retiree. Benefits shall continue until the retiree becomes Medicare eligible and only so long as the retiree's premium is paid when due.

Section 12. Paychecks. Pay periods will be bi-weekly. Employees will be paid by direct deposit.

Section 13. Retirement Plan Pre-Tax. If any hourly City employees are given pre-tax contributions for retirement, the same shall be given to the members of the Union.

#### **ARTICLE 44. LIABILITY INSURANCE**

Section 1. The Employer agrees to continue, for the life of this Agreement, the present Liability Insurance Plan.

#### **ARTICLE 45. DISABILITY INSURANCE**

Section 1. The Employer agrees to continue, for the life of this Agreement, the present Disability Insurance Plan.

#### **ARTICLE 46. ANNUAL YEARS OF SERVICE COMPENSATION**

Section 1. Each regular full-time employee who has completed the following years of service on or before December 1 shall be entitled to an annual bonus, paid the first bi-weekly pay period in December, in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>
1 year to 4 years	<u>\$250.00</u>
5 years to 9 years	<u>\$500.00</u>
10 years to 19 years	<u>\$1,000.00</u>
20 years and above	<u>\$1,500.00</u>

**ARTICLE 47. CLASSIFICATIONS, RATES OF PAY, AND EDUCATION REIMBURSEMENT**

Section 1. Listed below are the classifications covered by this Agreement and the corresponding annual salaries.

**A. PATROL OFFICER SALARIES**

PATROL	7/01/24* 5%	7/01/25* 5%	7/01/26* 5%
Step 1 (Start & Year 1)	\$55,786	\$58,573	\$61,506
Step 2 (Year 2 & Year 3)	\$59,259	\$62,213	\$65,333
Step 3 (Year 4 & Year 5)	\$64,688	\$67,933	\$71,323
Step 4 (Year 6+)	**\$66,872	\$70,221	\$73,736

\*Rates are effective the first full payroll period after the indicated date.

\*\* Formula: Current Salary increased by \$1.00 per hour based on 2,080 hours + 5% = \$66,872

The Union has no objection to the revised New Hire Payment Agreement as proposed by Employer on May 13th as attached.

**B. FIELD TRAINING OFFICER.** Any officer assigned to perform the functions of Field Training Officer (“FTO”) shall receive applicable patrol rate plus 3% on an hourly basis for the actual hours in which the FTO is actively working with a new officer.

**C. DETECTIVE AND TASK FORCE ASSIGNMENTS.** Patrol rate plus 3%, starting at whatever patrol step promoted from through 4<sup>th</sup> year rate. Examples of a Task Force multi-jurisdiction assignments might include, but not limited to, Tri-County Metro Narcotics, cold case unit, or serial crimes taskforce.

Section 2. Education Reimbursement. The City may reimburse employees for the cost incurred in obtaining education through accredited colleges and/or universities, or elsewhere, and attended on employee's own time. All courses for which an employee seeks reimbursement must be submitted to the City prior to attendance. Approved tuition and fees will be paid under the following conditions:

1. All classes or courses must relate to the duties and functions of law enforcement.
2. All tuition and fees shall be limited to \$400.00 per employee per fiscal year.
3. Employees requesting tuition and fees to be paid prior to the beginning of

the classes shall be required to sign a promissory note for such funds. Upon signing the promissory note, the City will advance such funds.

4. Tuition and fees payment shall require a successful completion of the course(s). If the course(s) is a grade eligible course, successful completion shall be defined as a grade of "C" or better for each approved course.

#### **ARTICLE 48. LEAVE OF ABSENCES**

Section 1. Personal leaves of absence for a duration not to exceed six (6) months may be granted by the Employer to employees for the following reasons: Settlement of an estate, serious illness of a member of the employee's immediate family, child care, education and an extended trip. Such leaves of absence shall be unpaid, however, the employee shall not lose any seniority while on a granted leave of absence.

Section 2. An employee who is desirous of a personal leave of absence shall be required to request the leave of absence to the Employer in writing.

#### **ARTICLE 49. EMERGENCY MANAGER**

An emergency manager appointed under the Local Financial Stability and Choice Act 2012 PA 436, MCL 141.1541 to 141.1575, shall have the rights provided under said Act.

#### **ARTICLE 50. DURATION AND TERMINATION**

Section 1. This Agreement shall become effective on July 1, 2024, and shall remain in full force and effect to and including the 30th day of June, 2027, and shall continue in full force and effect from year to year thereafter unless either party desires to change or modify any of the terms or provisions of this Agreement. The party desiring the change or modification must notify the other party in writing no less than sixty (60) days prior to the termination date of the Agreement.

Section 2. If an impasse has been reached by the parties in negotiations at the expiration date of the Agreement, the parties agree that such issues that are open shall be decided through an Act 312 hearing.



IN WITNESS WHEREOF, the parties have set their hands and seals.

**FOR THE UNION**



June 7, 2024

Bradley Richman  
Executive Director

Date

*Sean Read*

Sean Read  
Union Steward

**FOR THE CITY**

  
Keith Mulder (Jun 13, 2024 14:08 EDT)

June 13, 2024

Keith Mulder  
Mayor

Date

  
Adam Smith (Jun 14, 2024 09:27 EDT)

June 14, 2024

Adam Smith  
City Manager

Date



June 13, 2024

Gregory Newman  
City Clerk

Date

**City of Grand Ledge Police Officer New Hire Payment Agreement Between  
City of Grand Ledge and Employee**

This Agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the City of Grand Ledge (“City”) and \_\_\_\_\_ (“Employee”), (collectively, the “Parties”).

AGREEMENT, the City and the Employee agree to the following terms:

1. City agrees to bestow upon the Employee the amount of \$10,000, as a new hire payment (“payment”) in return for the Employee accepting City’s offer of employment, conditioned upon the terms and conditions of this Agreement.
2. Upon successful completion of City hiring requirements, the identified hire payment amount shall be paid directly to the Employee via the City’s payroll system as follows:
  - 20% paid upon successful completion of thirty (30) days of employment;
  - 20% paid upon successful completion of the Field Training Program; and
  - 60% paid upon successful completion of the probationary period.
3. City will apply and deduct all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from this Agreement and reported to the Internal Revenue Service as income on the Employee’s Form W-2. The hiring payment is not considered “gross wages” for purposes of retirement benefit calculations or salary increases.
4. In return for accepting the payment as provided in paragraphs Nos. 1 and 2, above, the Employee agrees to work for the City Police Department, on a regular and full-time basis, for at least three (3) years following the date of Employee’s completion of the Field Training Program. Should the Employee resign, quit, or be terminated without cause during probation and before the three (3) years, or should the Employee resign, quit, or be terminated for cause after completion of probation, and before completion of the three (3) years, the Employee shall repay a prorated amount in equal installments per month for the remaining months of the three (3) years until the hire payment is repaid.
5. If Employee fails to remain employed by the City for three years for reasons beyond his/her control (e.g., injury, illness, or death), other than just cause termination, the City may, in its sole discretion, waive all or part of the hire payment owed by the Employee. Any such waiver must be approved in writing by the City Manager or designee.
6. If Employee is unable or unwilling to work, is taken off work, or is placed on a leave of absence at any time during the period that this Agreement is effective, any payments owed or due to be owed to Employee shall be delayed the same amount of time as the Employee remains off work.
7. If Employee leaves the City Police Department to work at another law enforcement agency during the three-year period noted above in paragraph No. 4, the City and the new agency to which the employee is employed shall negotiate in good faith for the repayment of the total hire payment by the new agency.

Employee shall inform the new agency of Employee's receipt of the hire payment and to request repayment assistance from the new agency. Notwithstanding, if the new agency fails to make the repayment of the total hire payment amount within sixty (60) days of the Employee's hire with the new agency, Employee agrees to remain responsible for repaying, and shall repay, the prorated hire payment amount as required in paragraph No. 4.

8. If any part of this Agreement is found to be invalid or unenforceable, the other parts shall remain valid and enforceable and Employee agrees, represents, and warrants that he/she will be held to any applicable repayment of hire payment.
9. Venue and Jurisdiction. Any litigation of this Agreement shall be heard in the state courts of Eaton County, State of Michigan. Each party shall be responsible for its individual expenses, including actual attorney fees, witness fees, or other costs related to this Agreement.
10. The City may also, in its sole discretion, offer the sponsorship of cadets seeking MCOLES Certification.
11. Agreement in its Entirety. This Agreement constitutes the entire agreement by and between the parties, and all prior agreements, oral or written, shall be merged and made a part hereof.

BY SIGNING BELOW, the Employee agrees to this Agreement and certifies that he/she has not accepted a financial incentive for accepting employment at City, other than as described in this Agreement.

IN WITNESS THEREOF:

**CITY OF GRAND LEDGE**

\_\_\_\_\_  
By: Adam Smith Date

Its: Manager

**EMPLOYEE**

\_\_\_\_\_  
By: Date