

AGREEMENT

BETWEEN

POLICE OFFICER LABOR COUNCIL

"NON-SUPERVISORY"

AND THE

CITY OF OWOSSO

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## AGREEMENT

This Agreement is entered into on this first day of December, 2021, between the City of Owosso, hereinafter referred to as the "Employer" and the Police Officers Labor Council, Owosso Division, non-supervisory, hereinafter referred to as the "Union".

### PURPOSE AND INTENT

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

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

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

### NO DISCRIMINATION

There shall be no discrimination against any employee or employees by either the Employer or the Union in regard to hiring, tenure of employment, promotions, transfer, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation, age, or Union membership or against any qualified individual with a disability.

### ARTICLE 1. Union Responsibility

The Union agrees that its members will perform efficient service, and use its best efforts to protect property and interest of the Employer, and will cooperate with the Employer in performance of their duties.

It is also agreed that it will abide by the Employer's reasonable rules and regulations that do not conflict with this Agreement. Such rules shall be reasonable and shall relate to the proper performance of a police officer's duties and shall not be applied in a discriminatory manner.

## ARTICLE 2. Recognition

Section 1. Recognition: Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of the State of Michigan of 1965, as amended, the Employer hereby grants sole and exclusive bargaining rights to the Police Officers Labor Council for all employees covered by the Bargaining Unit.

Section 2. Definition of the Bargaining Unit: The Bargaining Unit shall consist of all regular, full-time employees of the Police Department of the City of Owosso whose positions are classified as Probationary Police Officer, Police Officer 1, Police Officer 2, Police Officer 3 and Police Officer 4.

But excluding: Sergeants, Lieutenants, Captains, clerical personnel, Director of Public Safety, and all other employees employed by the City of Owosso.

## ARTICLE 3. Union Security

### **UNION MEMBERSHIP and CHECK-OFF of UNION DUES**

To the extent Federal and State laws permit, it is agreed that:

- (1) The Employer agrees to make Union dues deductions once each month from the pay of each employee who has authorized that such deductions be made as set forth in this Article, until such time as the employee revokes the authorization by written notice to the Union and the Employer.
- (2) As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

- (3) Each employee who chooses to become a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card.
- (4) The Employer shall not make any Union dues deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union dues deductions.
- (5) The Union shall file all completed and signed Applications for Union Membership and Authorized Dues Deduction Cards with the Employer. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- (6) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising

out of its deduction from an employee's pay of Union dues or in reliance on any list, notice certification, or authorization furnished under this Article.

- (7) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

#### ARTICLE 4. Save Harmless

The Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

#### ARTICLE 5. Check-Off

Section 1. Neither the City nor the Union will discriminate against any employee because of membership or non-membership in the Union.

Section 2. The City agrees to deduct from salary of each individual employee in the Bargaining Unit who chooses to be a member, or pay a representation fee to the Union equal to the dues and initiation fees uniformly charged for membership, the Union's dues, subject to all of the following subsections:

(a) The Union shall obtain from each individual employee in the Bargaining Unit who chooses to be a member, or pay a representation fee to the Union equal to the dues and initiation fees uniformly charged for membership, a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) made thereof.

(b) All Check-off Authorization Forms shall be filed with the City who may return any incomplete or incorrectly completed form to the Union's treasurer, and no check-off shall be made until such deficiency is corrected.

(c) The City is only responsible for lawful check-off obligations which come due at the time

of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has resigned or attempted to resign his/her membership, revoked or attempted to revoke his/her Check-off Authorization, or duplicated a check-off deduction by direct payment to the Union.

(d) The City's remittance will be deemed correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

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

(f) The Union shall provide at least thirty (30) days written notice to the City of the amount of Union dues and/or representation fee to be deducted from the wages of the Bargaining Unit employees as in accordance with this Article. Any change in the amounts determined will also be provided to the City at least thirty (30) days prior to its implementation.

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

(h) The Union shall exclusively use the following Check-Off Authorization Form as herein provided for:

**POLICE OFFICERS LABOR COUNCIL  
DUES CHECKOFF CARD  
667 E. Big Beaver Road, Suite 205  
Troy, MI 48083-1413**

I hereby request and authorize to be deducted from my wages hereinafter earned while in your employ, a labor representation fee of \$ \_\_\_\_ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted from the labor fee shall be paid by the 10th of each month to the POLICE OFFICERS LABOR COUNCIL, 667 E. Big Beaver Road, Suite 205, Troy, MI 48083-

1413.

PRINT: Rank	Last Name	First Name	Middle Initial
Address	City	State	Zip
Social Security Number	Signature	Date	

ARTICLE 6. Special Meetings

(a) The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way, modify, add to, or detract from the provisions of this Agreement. Each party shall be represented by not more than four (4) persons at special meetings, at least three (3) of which shall be full-time employees of the City of Owosso.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property, for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.

(c) Employee representatives of the Union at special meetings will be paid by the Employer for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.



## ARTICLE 7. Management Rights

### Section 1. Rights:

(a) Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations as in the past, to study and use improved methods and equipment, and in all respect to carry out the ordinary and customary functions of management, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

(b) Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to make judgements as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

(c) The Union 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 8. Aid to Other Labor Groups

The Employer will not aid, promote or finance any labor group who would engage in collective bargaining or make any agreement with any labor group for the purpose of undermining the Police Officers Labor Council.

## ARTICLE 9. Grievance Procedure

Section 1. For the purpose of this Agreement, "Grievance" means any dispute regarding meaning, interpretation or alleged violations of the terms and provisions of this Agreement.

Section 2. An employee having a grievance in connection with the terms of this Agreement shall present it to the Employer as follows:

Step 1 Verbal Procedure

An employee, or designee, with a grievance shall discuss the matter with the Police Lieutenant or his/her designee within ten (10) calendar days of the occurrence of the condition giving rise to the grievance in order for the matter to be considered grievable. The grievant or his/her designee shall communicate with the Police Lieutenant through the City of Owosso e-mail system to schedule the meeting. If the grievance is not satisfactorily settled, it may be advanced according to the written procedure (Step 2).

Step 2 Written Procedure

If the grievance is not satisfactorily resolved at the verbal step, the grievance shall be reduced in writing within ten (10) calendar days, reciting the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Public Safety Chief. Within ten (10) calendar days after the Chief has received the grievance, a meeting shall be held between the Public Safety Chief, the grievant and the POLC representative to discuss the grievance in an attempt to resolve the matter. The Chief shall respond to the grievance within ten (10) calendar days after such meeting.

Step 3 Human Resources

If the Public Safety Chief's answer is not satisfactory and the Union desires to carry the matter further, the Union shall, within ten (10) calendar days following receipt of the Chief's answer, advise the Director of Human Resources (HR) in writing that such answer is unacceptable, the reasons it is deemed unacceptable, and in the communication further advise that the matter is being referred to mediation. Within ten (10) calendar days of such notification, the Director of HR shall file a request for mediation through the Michigan Employment Relations Commission (MERC).

The mediation hearing shall be governed by the following rule:

1. The grievant shall have a right to be present at the Mediation Hearing;
2. Each party shall have one principal spokesperson;
3. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
4. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the Grievance Procedure. The rules of evidence shall not apply and no formal record of the mediation hearing shall be made.
5. The mediator shall have the authority to meet separately with any person or persons provided their chief spokesperson is present, but will not have authority to compel a resolution of a grievance.
6. If no settlement is reached, the mediator may provide the parties with a verbal advisory.
7. The mediator shall state the grounds for his/her advisory.
8. The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement
9. The advisory of the mediator shall not be submitted as evidence if the grievance is later heard by an arbitrator.

Step 4. (a) In the event the grievance is not resolved at Step 3, the Union or Employer may, within thirty (30) calendar days following Step 3 mediation, submit the grievance to arbitration. Written notice to the Employer or the Union shall constitute a request for arbitration.

The Employer and the Union shall, within seven (7) calendar days after notice of the arbitration has been given, attempt to mutually select an arbitrator. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Services shall be requested by either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. Parties shall attempt to select an arbitrator from this panel within ten (10) calendar days. The Union and the Employer shall make alternate strikes from the panel list. If there is no selection from the list, the Federal Mediation and Conciliation Services shall appoint the arbitrator.

The rules of the Federal Mediation and Conciliation Services apply to all arbitration

hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument, and submissions of briefs. The decision of the arbitrator shall be final and binding on all parties.

Fees and authorized expenses for the arbitrator shall be shared equally by the Employer and the Union.

The arbitrator shall have no authority to add to or subtract from, alter, change or modify any of the provisions of this Agreement.

The arbitrator may make no award which provides the Employee compensation greater than would have resulted if there had been no violation.

(b) Failure of the grievant or the Union to appeal any decision within the specified time limits, or any extension thereof as may be mutually agreed to in writing, shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, except as otherwise provided, or except within any extension of time which may be mutually agreed to in writing, may be referred to the next step in the Grievance Procedure. The time limit will run from the date when the time for disposition expired.

Steps of the Grievance Procedure may be waived upon written consent of the parties. The grievant may withdraw a grievance at any step of the procedure. The grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

(c) The Union representatives of the Bargaining Unit may meet at a place designated by the Employer on the Employer's property for at least one-half (½) hour immediately preceding a meeting with the representative of the Employer for which a written request has been made.

(d) The Union representative of the Bargaining Unit shall be allowed time off his/her job without loss of pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the Union representative of the Bargaining Unit to leave his/her work for these purposes subject to necessary emergency exceptions. The

privilege of the Union representative of the Bargaining Unit leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Union representative of the Bargaining Unit will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for special meeting.

#### ARTICLE 10. Discharges or Disciplinary Suspension

(a) All discharges or disciplinary suspensions will be made by the Director of Public Safety or his/her designated representative.

(b) Any employee who is discharged or suspended shall process his/her grievance, if any, at the third (3rd) step of the Grievance Procedure within five (5) days of the suspension or discharge. The time limits to file a grievance may be extended by mutual consent in writing.

(c) An employee who is discharged or given disciplinary time off from work shall be allowed to counsel with his/her representative before he/she is required to leave the Employer's premises. When an employee is suspended pending investigation of an alleged offense, the employee shall continue to receive his/her regular pay for the hours that he/she is otherwise scheduled unless such suspension becomes disciplinary time off. Any employee who is given a discharge or disciplinary time off shall receive return notice thereof which states the nature of the offense and the disciplinary action taken.

(d) Imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously, as of the date of infraction.

#### ARTICLE 11. Seniority

For the purpose of determining pensions, longevity, and sick leave, seniority shall be compiled from last date of hire with the Employer. For all other purposes, seniority shall be the continuous length of service in the department. Persons hired on the same date shall be placed on the seniority list by the first letter of last name, if first letters are the same, second letter shall be

also used.

Seniority shall not be lost or accumulated by loss of time due to sick leave, short term disability, or vacations, or up to ten (10) days disciplinary time off.

Preference shall be given to senior employees who wish to transfer to another shift.

#### ARTICLE 12. Seniority Lists

The Employer shall maintain a seniority list of all employees in the Bargaining Unit according to the seniority date showing names, positions, classifications, and seniority date and shall furnish a copy to the Union as soon as possible after the effective date of this Agreement, and will be kept up to date.

#### ARTICLE 13. Loss of Seniority

An employee shall lose his/her status as an employee and his/her seniority if:

1. He/she resigns or quits;
2. He/she is discharged or terminated and the termination is not overturned;
3. He/she retires;
4. He/she is convicted of a felony;
5. He/she is absent for three (3) consecutive working days without notifying the Employer;
6. If he/she does not return to work when recalled from layoff as set forth in the recall procedure unless other arrangements are agreed upon in writing;
7. If he/she fails to return from sick leave and/or any leave of absence on the specific date for his/her return unless other arrangements are agreed upon in writing.
8. If he/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.
9. He/she is convicted of a misdemeanor punishable by 93 days or more excluding first (1<sup>st</sup>) offense OWI or impaired driving.

ARTICLE 14. Layoff

(a) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds or to abolish positions because of changes in the organization.

(b) When it becomes necessary to reduce the size of the work force part-time employees shall be laid off first. Probationary employees shall be laid off second. Thereafter, the employees with the least seniority shall be the ones laid off in order up to the most senior employee. Employees to be laid off for an indefinite period shall be given at least 14 calendar days prior notice.

ARTICLE 15. Recall

When the work force is increased from a layoff, employees will be called back to duties according to seniority with the employee having the most seniority being called back first.

Notices of recall shall be sent to the employee's last known address by registered or certified mail. If an employee fails to report for work within five (5) days within the date of mailing of notice of recall, he/she shall be considered a quit.

ARTICLE 16. Veterans

(a) The Employer shall provide military leave and reinstatement rights for service members in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

(b) Any employee who is called into active service in the Armed Forces of the United States shall, upon the termination of such service, be offered re-employment in his/her previous position or position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing, at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge, or 120 days after hospitalization continuing after discharge.

(c) Except as herein before provided, the re-employment rights of the employees and

probationary employees will be limited by applicable laws and regulations.

(d) Employees who are in some branch of the Armed Forces Reserves or the National Guard will be paid the difference between their reserve pay and their regular pay with the City for a maximum period of ninety (90) calendar days when they are on full-time active duty in the Reserves or National Guard. A maximum of fifteen (15) calendar days per year is the normal limit except in a case of emergency order by the Governor of the State of Michigan. The employee's pay check shall be issued to the Employee after he or she submits pay voucher and pay from Reserve or Guard time to the City. If the employee's Armed Forces Reserve or National Guard pay voucher exceeds any money due by the City and/or the employee elects not to submit for pay, he or she shall notify the City within ten (10) working days after his or her return from such duty he or she are electing to not submit and no city pay then is due.

#### ARTICLE 17. Leave for Union Conferences and Conventions

At the discretion of the Director of Public Safety, leaves with pay will be granted to Union members as follows:

- (a) One Bargaining Unit member for up to twenty-four (24) hours to attend Police Officers Labor Council meeting each calendar year.

To obtain the above-mentioned leave hours, request for leave must be in writing and submitted thirty (30) days in advance, showing location and dates of meetings.

#### ARTICLE 18. Leave of Absence

- (a) Leave of absence without pay may be granted without loss of seniority for:

1. Injury or illness leave, physical or mental.
2. Prolonged illness of the immediate family limited to father, mother, wife, child or step-child.
3. Standard education courses and training programs that would be work-related or a benefit to the Employer.

(b) No leave of absence will be for less than thirty (30) or more than ninety (90) calendar days in a "rolling" 12-month period. An employee's current entitlement to leave is based on how



many leave of absence days the employee has taken in the preceding 12 months, as measured backwards from the date the currently requested leave would commence.

(c) Vacation and sick leave shall not accrue during leave of absence.

(d) Leaves of absence may be extended for a reasonable period at the discretion of the Employer.

(e) Employees, while on a leave of absence, under this article, shall not become self-employed, nor perform paid services for another Employer. Any Employee while on a leave of absence, under this article, found engaging in self-employment or performing paid services for another employer may be subject to disciplinary action, up to, and including, discharge.

#### ARTICLE 19. Probationary Period

Section 1. When a new Employee is hired in the Unit, he/she shall be considered as a probationary Employee for a period of one (1) year from his/her date of hire. The Union may represent him/her only for rates of pay, wages, number of hours of employment and working conditions.

Section 2. Evaluations by the supervisor may be requested by the Director of Public Safety at any time during the term of his/her probation.

Section 3. Probationary employees serving with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the labor organization shall have recourse to the Grievance Procedure of such termination.

#### ARTICLE 20. Change in Personal Status

Employees shall notify the Human Resources Department of any change of name, address, telephone number, marital status, or number of dependents promptly within ten (10) 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 for all purposes involving his/her employment and this Agreement.

ARTICLE 21. Sick Leave

(1) For Bargaining Unit Members hired prior to July 1, 2008:

(a) All members hired prior to July 1, 2008 covered by this Agreement shall accumulate eight (8) hours of sick leave per month not to exceed ninety-six (96) hours per year, with a maximum accumulation of nine hundred and sixty (960) hours. 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.

(b) Employees absent from work due to claimed illness and to qualify for paid sick leave shall inform the Employer of such absence by telephone prior to the starting time of their scheduled shift.

(c) If the Employer feels an employee is abusing his/her sick leave privileges, the Employer may request and receive a Doctor's statement showing proof of illness before returning to work.

(d) For Employees hired prior to July 1, 2008, on retirement, accumulated sick leave shall be computed into hours worked at the rate of one-half ( $\frac{1}{2}$ ) hour per accumulated sick leave hour and cash payment by Employer to employee shall be made at the employee's current pay scale, with a maximum payment for 480 hours of service.

The maximum payment for the above will be 480 hours of service. In the event of death before retirement, the above referenced payment shall be made to the employee's estate.

(e) For Employees hired prior to July 1, 2008, after an employee has accumulated 960 sick hours, the Employer will pay the employee, in cash, 50% of all unused sick leave over 960 hours for the preceding twelve (12) months in their regular paycheck. It is understood by the Union that after payment of the 50% of sick leave time for the preceding year, the maximum accumulation for cash-out will revert back to 960 hours.

(f) Sick leave time shall be used for legitimate Employee illness or Employee disability only.

(2) For Bargaining Unit Members hired after July 1, 2008:

(a) All members hired after July 1, 2008 shall receive a bank of ninety-six (96) hours of sick leave per calendar year upon hire. If the Employee does not use all ninety-six (96)

hours, he/she will be paid out at fifty percent (50%) for any unused sick time on his/her anniversary date in his/her regular paycheck.

(b) **SHORT-TERM DISABILITY (STD):** The short-term disability benefit is a source of income replacement for Employees unable to work due to illness, pregnancy or injury.

- **Eligibility:** A regular, full-time Employee who has completed six (6) months of continuous employment and who is unable to work due to illness, pregnancy or injury (other than a self-inflicted injury) is eligible. There is an eight (8) calendar day waiting period, sick time must be used for this waiting period (if the Employee's sick time is exhausted, the Employee must first use holiday time to fill the eight (8) day waiting period and then personal or vacation time if he/she wishes to be paid for scheduled work days missed during the eight (8) day waiting period). The Employee must have exhausted all sick time before the STD will begin. The Employee may also use holiday, personal or vacation time in lieu of STD. An Employee receiving Workers' Compensation or disability pay under any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the Employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work.

- **Medical certification:** The Employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification must be submitted to the Human Resources Director. The enrolled carrier will make the determination of disability.

- **Benefit payment:** The short-term disability benefit payment is 66 2/3 percent of the Employee's base weekly wages calculated on average earnings in the previous six months. The benefit may be paid for a maximum of 12 weeks per calendar year. Payments are made once a week. The benefit is taxable income.

- **Return to work:** The Employee must return to work as soon as permitted by his or her health care provider. The Employee must submit a fitness-to-return-to-duty clearance to the Human Resources Director. An Employee whose absence has been designated as FMLA (Family and Medical Leave Act) leave is eligible for reinstatement as provided by the FMLA.

(c) **LONG-TERM DISABILITY (LTD):** The long-term disability benefit is a source of income replacement for Employees that protects the Employee and his/her family in the event that he/she becomes disabled and is unable to perform the material and substantial duties of his/her job. Once STD is exhausted LTD will begin.

- **Eligibility:** A regular, full-time Employee who has completed six months of continuous employment and who is unable to work due to illness or injury (other than a self-inflicted injury) is eligible. An Employee receiving Worker's Compensation or disability pay under any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the Employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work.

- **Medical certification:** The Employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification must be submitted to the Human Resources Director. The enrolled carrier will make the determination of the disability.

- **Benefit payment:** The long-term disability benefit payment is 66 2/3 percent of the Employee's base weekly wages calculated on average earnings in the previous six months. The benefit may be paid for the period of disability or until age 65, whichever is sooner. Payments are made once a month. The benefit is taxable income and does not count as hours worked.

- **Return to work:** The Employee must return to work as soon as permitted by his or her health care provider. The Employee must submit a fitness-to-return-to-duty clearance to the Human Resources Director.

(3) Light Duty Status

a. The Employer shall allow Employees to perform light duty when recommended by his or her personal physician for up to a maximum of five (5) eight (8) hour workdays (Monday through Friday, the same hours that City Hall is open to the public) for each original injury or original illness.

b. If the Employee is unable to return to full work duty within the five (5) workdays of

light duty and the Employee's light duty status is extended by his or her physician, then the Employee shall be placed on personal illness leave on the sixth (6<sup>th</sup>) workday and be continued on personal illness leave until released by his or her personal physician to full active duty.

c. The Employee shall provide the Employer with a doctor's slip stating his or her restrictions and expected length of time that the Employee will be on light duty status.

d. The Employer shall assign the Employee to first shift duties during the five (5) workdays of light duty.

e. The Employee shall be ambulatory and in uniform during the five (5) days of light duty.

f. Paragraph (3) applies only to non-work related illnesses or injuries. Work related illnesses or injuries shall be handled as in the past through the City of Owosso's Workers Compensation provider.

g. Nothing in paragraph (3) shall be construed to limit either the Employer's or the Employee's rights and obligations under the Family and Medical Leave Act, The Americans with Disabilities Act, and/or the Michigan Person's with Disabilities Civil Rights Act.

ARTICLE 22. Bereavement Leave

(a) An employee shall be allowed 36 hours as bereavement leave not to be deducted from sick leave for death in the immediate family. The immediate family shall include: spouse, son, daughter, mother, father, and step-children.

(b) An employee shall be allowed 24 hours as bereavement leave not to be deducted from sick leave for a death in the family. The family shall include: grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister and brother.

(c) If an employee has no sick, vacation or police holiday leave available, then a request may be submitted to the Public Safety Chief for an additional 12 hours of bereavement leave for a death in the family, not listed in (a) or (b) above, to be used and approved at the discretion of the Public Safety Chief.

(d) Bereavement days shall be taken in conjunction with the date of the death or the date of the funeral.

ARTICLE 23. Holidays

(a) An Employee shall be granted eleven (11) holidays according to the holiday schedule below:

Holiday Schedule

New Year's Day	Martin Luther King, Jr. Day
President's Day	Good Friday
Easter	Memorial Day
July 4	Labor Day
Columbus Day, October 12	Thanksgiving Day
Christmas Day	

(b) Christmas Eve. If an employee is scheduled to work Christmas Eve and the employee physically works Christmas Eve, the employee shall receive the sum of \$300.00 for that day only if he/she works a minimum of eight (8) hours of the shift that begins on the actual holiday. This sum is to be added with the employee's regular pay, however, it is understood by the Employee and the Union that the addition of Christmas Eve to the holiday schedule will not result in any additional

days off being granted by the Employer. Employees assigned to MAGNET or community policing may be given the holiday off, with pay, at the discretion of the Public Safety Chief.

(c) To qualify for holiday pay, and to bank a holiday, the Employee must be a regular full-time Employee and must have worked all of his/her scheduled hours on his/her last scheduled work day before and the next scheduled work day after such holiday, unless otherwise excused by the Employer.

(d) If an Employee is scheduled to work the holiday and the Employee physically works the scheduled holiday, the employee shall receive \$300.00 for the day in addition to the Employees' regular rate of pay. The Employee must work a minimum of eight (8) hours of the shift that begins on the actual holiday to be paid the \$300. As each holiday arrives, the employee will be credited with twelve (12) hours into his/her holiday bank, however they may only cash out eighty-eight (88) hours per year. The holiday bank may be used for time off on a mutually agreed day that is approved by the Employer in advance. Employees assigned to MAGNET or community policing may be given the holiday off, with pay, at the discretion of the Public Safety Chief.

(e) An Employee who is unable to schedule off or chooses not to use the above mentioned holiday time, shall receive pay at his/her regular rate of pay for each hour that is unused by July 1 of each year. The above mentioned holiday hours are non-accumulative and payment by the City for any unused banked holiday time will be made during the month of July of each year in the employee's regular paycheck.

(f) In addition to the listed holidays, employees shall receive twenty-four hours (24) paid personal time for the purpose of handling personal business. All requests for personal days shall be in writing and must be submitted to the Director of Public Safety or his/her designated representative at least twenty-four (24) hours in advance, except in case of emergencies. However, in emergency situations, approval of the time off shall be at the discretion of the shift supervisor. This time shall be non-accumulative and may be taken in either six (6) or twelve (12) hour blocks. The day will be considered a work day.

#### ARTICLE 24. Vacations

(a) Employees will receive vacation credits as follows:

- 1 year – 40 hours vacation
- 2 years – 80 hours vacation
- 5 years – 80 hours vacation plus an additional eight (8) hours for each year over five (5) years, not to exceed a total of one hundred sixty (160) hours.

(b) Employees who do not use all their vacation hours during the year shall have the option of receiving payment for up to a maximum of 40 hours at the Employee's current rate of pay, in his/her biweekly paycheck.

(c) Employees are limited to 84 hours of combined holiday/vacation time off per calendar month. This provision shall have not impact to current vacation selection for 2021.

(d) In case of death, retirement, resignation, or dismissal from the Department, the employee or his/her estate shall be paid for accrued unused vacation time. An employee must give two (2) weeks advance written notice of resignation to be paid for earned vacation.

#### ARTICLE 25. Vacation Periods

(a) Vacation requests shall be submitted during the month of February for the vacation period of April 1 through September 30. Vacation requests shall be submitted during the month of August for the vacation period of October 1 through March 30. The vacation pick will be granted based on seniority. Any vacation request submitted outside the request period shall be granted on a first come basis.

(b) Vacations shall be taken in consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not interfere with the efficient operation of the Department, in proper cases exceptions may be made. After the request period, vacations may be requested in one-day increments and shall be granted on a first come basis.

(c) For scheduling purposes, vacations may be granted if the Employee will have accrued sufficient hours for the time requested.

(d) If an employee becomes ill and is under the care of a licensed physician during the period of his/her scheduled vacation, that portion that would otherwise be considered sick leave may be rescheduled as vacation and sick leave charged for the period of illness providing the employee



shows a doctor's statement showing the nature of the illness.

(e) Should an emergency arise within the Department or in the City that would make a vacation impossible during the current year, the vacation may be rescheduled in the following year or the employee may be compensated for vacation in cash at his/her regular rate (paid in his/her regular paycheck), considering both the needs of the Department and the desire of the employee.

(f) The Director of Public Safety and the Employer reserve the right to terminate a vacation at any time because of serious emergency conditions in the City, but any vacation time lost by the employee shall be rescheduled as soon as possible to the wishes of the employee.

(g) Vacation shall be accumulated from anniversary date of hire to anniversary date, however, under no circumstances shall back-to-back vacations be permitted in order to double the vacation time. If an employee is receiving payment for unused vacation it will be paid in his/her regular paycheck.

#### ARTICLE 26. Retirement

(a) Vacation, sick leave, life insurance, hospitalization insurance and all other benefits will terminate at date of employee's normal retirement.

(b) Bargaining Unit members hired before December 1, 2018 will be placed in the Municipal Employees Retirement System ("MERS") Plan. Amounts currently vested in the City of Owosso Employee's Retirement System, effective July 1, 1945, shall be rolled into the MERS Plan. Employees shall have the following retirement options:

- a. At age fifty-five (55) or older with ten (10) or more years of service; or
- b. At age fifty (50) or older with twenty-five (25) or more years of service.

Each employee will contribute ten percent (10%) of pre-tax wages to the MERS Plan. Contributions will be deducted from each paycheck and contributed to the MERS Plan.

Employees leaving the service of the City prior to qualifying for a retirement option set forth above shall have the option of forfeiting retirement benefits from the MERS Plan by "cashing out" the contributions they have made to the plan. Employees also have the option of leaving the contributions on file for future coordination, either by returning to work for the City of Owosso or with another MERS participant.

For employees hired before July 1, 2008 at retirement the sick leave shall be paid at 50% with a max of 480 hours, for those hired after July 1, 2008 will receive 96 hours at 50% pay. The benefit formula for the MERS Plan shall be Final Average Compensation (FAC) times 2.8% for all years of service, with the total multiplier not to exceed 80% of FAC. FAC shall be the average of the employee's highest consecutive 36 months of earnings. The FAC shall include all sick time, comp time, vacation payouts, insurance opt-out, longevity, education pay, holiday pay and equipment allowance.

A 1.4% non-compounding cost of living adjustment (COLA) will be added to the retirement benefit for the first ten (10) years following retirement, effective with the January retirement payment after the individual has been retired for more than six (6) months.

For each month an employee meets the definition of participation for pension purposes the participant will receive a month of credit. Twelve months of service will equal one year.

If the MERS Plan is no longer available, the City shall provide a similar plan.

- (c) Bargaining Unit members hired on or after December 1, 2018 will be placed in a Municipal Employees Retirement System ("MERS") Hybrid Plan, a combination of a Defined Benefit Plan (Part I) and a Defined Contribution Plan (Part II).

Under Part I, the Defined Benefit Plan, employees shall have the following retirement options:

- At age sixty (60) or older with six (6) or more years of service with the City or another MERS employer or
- At age fifty-five (55) or older with twenty-five (25) or more years of service with the City or another MERS employer.

The benefit formula for the MERS Part I Plan shall be Final Average Compensation (FAC) times 1.5% for all years of service with six years vesting. FAC shall be the average of the employee's highest consecutive 36 months of earnings. The FAC shall include all sick time, comp time, vacation payouts, insurance opt-out, longevity, education pay, holiday pay and equipment allowance.

Employees can retire from Part I after age 60 if they have at least six (6) years of service or

after age 55 with minimum of 25 years of service. Employees leaving the service of the City prior to qualifying for the retirement options set forth above shall have the option of forfeiting retirement benefits from the MERS Part I Plan by “cashing out” the contributions they have made to the plan. Employees also have the option of leaving the contributions on file for future coordination, either by returning to work for the City of Owosso or with another MERS participant.

If the MERS Part I Plan is no longer available, the City shall provide a similar plan.

Under Part II, the Defined Contribution Plan, employees shall have the following retirement options:

Part II Defined Contribution Plan with employer contributing 4.5% and employee contributing 4.5%.

City contributions shall vest as follows:

Continuous Service Completed	Percentage Vested
1 year	20%
2 years	40%
3 years	60%
4 years	80%
5 years	100%

If the MERS Part II Plan is no longer available, the City shall provide a similar plan.

**ARTICLE 27. Overtime Rates and Restriction**

Section 1. The normal bi-weekly pay period shall consist of 84 hours. The normal work schedule will consist of seven 12-hour shifts, however, this is not to be construed as a guaranteed bi-weekly pay period but merely a definition of a pay period. There may be special assignments that require the employee to work up to ten (10) days and/or eighty-four (84) hours per pay period, as needed.

Section 2. (a) All hours worked over a twelve (12) hour shift will be paid at the rate of time and one-half (1 ½).

(b) All hours worked over 84 hours in a bi-weekly pay period shall be paid at the rate of time and one-half (1 ½).

(c) All hours taken off during the regular work schedule without pay will be made up before the time and one-half (1½) starts.

(d) Officers assigned or directed into court, including Probate Court and official hearings while on duty shall receive straight time. While off duty, the officer shall receive time and one-half (1½). Those officers who are required to appear in court on their off-duty time shall have had at least six (6) hours of cumulative off-duty time prior to reporting for their regular shift. Officers who have to adjust their regular shift start time to meet the six hour threshold, shall immediately notify the on-duty supervisor. Only actual hours worked will be compensated.

(f) All hours worked due to call back and directed into court shall receive two (2) hours minimum at the rate of time and one-half (1½).

(g) Any witness fees paid to the officer for employment related court appearances shall be turned over to the employer.

Section 3. The supervisor who is on duty during the period when overtime is actually worked shall have the responsibility of authorizing the overtime and communicating said overtime to payroll, subject to the approval of the Director of Public Safety.

Section 4. Equalization of Overtime Hours. Overtime hours shall be divided as equally as possible among qualified Employees in the department using the following procedure:

(a) Overtime Points

1. One (1) overtime point will be given for each full hour of overtime worked.
2. Only overtime that is actually worked will be awarded points.
3. Fractions of overtime hours worked will not be awarded points.
4. Court overtime will not be awarded points.
5. Overtime points will revert back to zero (0) every six (6) months. Coinciding w/shift change.

6. Cumulative overtime points will be posted on a chart in the squad room.

(b) Volunteer Overtime

1. The Director of Public Safety will attempt to utilize volunteers when overtime is needed.

2. The volunteer Employee with the lowest points will be awarded the overtime work.

3. If Employees are tied in points, then the senior Employee will be awarded the overtime work.

(c) Ordered Overtime

1. If no Employees volunteer for the required overtime work then the Employer shall invoke ordered overtime procedure.

2. If the ordered overtime procedure has to be utilized by the Employer, the on duty Employee with the lowest overtime points shall be ordered to extend his/her shift and work the required overtime. If Employees are tied in points, the least senior Employee shall be required to work the required overtime.

Section 5. Pyramiding Overtime. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked.

Section 6. Pay Days. Employees' paychecks will be issued bi-weekly on alternate Fridays. All employees shall utilize direct deposit for payroll purposes. The Employer reserves the right to distribute Notices of Deposit electronically.

Section 7. Paid Rest Period. Employees working 8 hour shifts shall have a 40-minute meal period. Employees working 12-hour shifts shall have a 40-minute meal period and a 20-minute break. Meal and break time may not be taken consecutively. Meal and break time shall not be taken between 6 a.m. and 8 a.m. or between 6 p.m. and 8 p.m. Bargaining Unit Members shall keep themselves available to respond to police calls during the paid meal and break period.

Section 8. Shift Preference. Shift preference shall be as follows:

(a) Shift schedules shall begin the first pay period in April and October.

(b) Shift picks shall be by seniority for each six (6) month shift rotation. Shift bids will begin January 1 and July 1 for the respective six (6) month shift rotation. The employer shall post

the new shift schedule by February 1 and August 1 of the respective six (6) month shift rotation. The Employee will remain on the same day off rotation during the six (6) month shift pick. Management will strive to keep Employees on the same day off rotation, in extenuating circumstances it may be necessary to alter rotations.

(c) The Employer agrees to rotate regular days off when the shifts are properly covered. If the Employer finds it necessary to make changes to the rotation of regular days off, the Employer shall meet and discuss such changes with the Union before making the changes.

(a) Section 9. Temporary and Special Assignments. The Public Safety Chief may choose the officer assigned to a special assignment (MAGNET, Community Police Officer), seniority and qualifications shall be considered for these assignments. The duration of a special assignment shall be up to four (4) years. The four (4) year period will be deemed to continue until the time of the first shift bid occurring on or after the date on which the employee has been in the assignment for four years.

(b) Officers shall wait one year before applying for another special assignment, unless a special assignment is available and no other officer puts in for the vacancy. Officers may apply and be eligible without waiting a year. Extensions of a special assignment can also be granted for up to 60 days if mutually agreed upon by both parties.

(c) Temporary assignments are assignments intended to be filled on a temporary basis for a period not to exceed one year.

(d) The MAGNET Officer shall work 80 hours in a pay period in conjunction with the MAGNET assigned work hours. Overtime will not be paid until the MAGNET Officer actually works the four (4) additional hours and overtime will be paid for any hours worked over 84 hours in a pay period.

Section 10. Normal Work Shifts. Normal work shifts are as follows:

1. 1st Shift        7:00 a.m. – 7:00 p.m.
2. 2nd Shift 3:00 p.m. – 3:00 a.m.
3. 3rd Shift        7:00 p.m. – 7:00 a.m.

Second shift shall be restricted to a        maximum of one (1) officer per rotation.

ARTICLE 28. Hospitalization, Medical and Dental Coverage

Section 1. The Employer agrees to pay the monthly premium for Physicians Health Plan (PHP) PPO or other equivalent coverage. All full-time employees are eligible for health care coverage. Coverage begins the first of the month following thirty (30) days after the employee's date of hire. For example, if a full-time employee begins employment on August 15, coverage will be effective on October 1. Also included is a prescription drug rider. The Employer may offer equivalent coverage with Union approval.

The Employer reserves the right to change insurance carriers, provided that the coverage and/or benefit level is equivalent to the current coverage that is in place at the time of this contract term. This shall include deductible, co-insurance, co-pays for services and prescription plans, etc. Sixty (60) days prior to any changes in carriers, the Employer agrees to meet with the Union to review the benefits being provided by the proposed new carrier and to compare them with the level of benefits currently in effect. If the Union does not feel that the coverage and/or benefit levels are equivalent to the current coverage, the proposed plan shall not be implemented until the issues are resolved.

The employee will contribute a specific dollar amount based on the hard caps listed under PA 152 of 2011 toward his/her annual medical benefits based on the coverage the employee is enrolled in (single, two person, family). If the medical coverage cost is above the annual amounts, the employee will contribute toward his/her annual medical benefits. These contributions will be deducted from the employee's bi-weekly paycheck on a pretax basis. These numbers will be adjusted each April 1 for the following year and will be followed per state law. These contributions will be deducted from each employee's paycheck, on a pre-tax basis, once a month on the first paycheck of the month.

Section 2. Dental Coverage. The Employer agrees to provide the following Delta Dental insurance plan or other equivalent coverage:

50/50 Delta Dental Class (I and Class II) Plan; maximum coverage of eight hundred (\$800)

dollars per person, per year.

The Employer will pay a maximum of seventy-five dollars (\$75.00) per month to Delta Dental or other equivalent provider, toward the premium cost.

Employees will be responsible for any premium cost above the maximum paid by the Employer.

Section 3. Vision Coverage. The Employer agrees to provide the following vision coverage: full-service benefit plan, \$10.00 co-pay exam only, National Vision Administrators, L.L.C. (NVA) or other equivalent coverage.

Section 4. Hospitalization Opt-Out. An eligible employee, covered by health insurance from another source, may elect to forego the City provided health insurance set forth in Section 1 above and receive, in lieu of such coverage, an annual stipend equal to one-quarter (1/4) of the subscriber rate for the coverage in which the employee would be enrolled (lowest cost plan), for each year the eligible employee has foregone the City provided health insurance. For example, single employees will receive one-quarter (1/4) the single rate; employees with only one dependent will receive one-quarter (1/4) the double rate; and employees with a family would receive one-quarter (1/4) the family rate. The stipend payment will be paid by separate check on or about June 30 of each year and will be pro-rated on the basis of one-twelfth (1/12) of the stipend payment for each full month the eligible employee has foregone the City provided health insurance. For purposes of this Section, eligible employees are defined as bargaining unit members who submit, on a form provided by the City, evidence, satisfactory to the City, of health coverage from another source. Retirees, non-bargaining unit members and bargaining unit members whose spouse works for the City are not eligible for the program set forth in this Section. In the event an eligible employee elects to forego City provided health insurance coverage, the employee will be allowed to elect, once each year, to be re-covered by the City health insurance, effective during the City's annual open enrollment period or at any time if the employee loses coverage from the other source.

Section 4. Line of Duty Death Healthcare Benefit to Dependents. The Employer agrees to provide group healthcare benefits, as currently offered to this Bargaining Unit's Members, to the surviving spouse and/or dependents (whomever is enrolled as "dependents" on the deceased



employee's insurance prior to death) of a Bargaining Unit Member who is killed in the line of duty. This coverage will continue for one (1) year after the line of duty death, only negated if there is any negligence on the part of the Employee.

#### ARTICLE 29. Life Insurance Coverage

The Employer agrees to pay the full premium of a term life insurance plan for each employee while employed to the face value of \$50,000 per individual with a double indemnity provisions for accidental death or line of duty death benefits of \$100,000.

#### ARTICLE 30. Worker's Compensation

An Employee will be paid his/her regular bi-weekly income while out on Worker's Compensation. The City's Worker's Compensation provider will send a check for the Employee. When the check arrives, the City will require that the Employee sign it over to the City. The Employee's bi-weekly income shall not exceed twenty-six (26) weeks.

#### ARTICLE 31. Uniform Provisions

(a) The Employer will provide and clean uniforms. Such uniforms, shall be replaced on an as-needed basis. The Employer, upon receiving a request for replacement, shall make the determination to replace or repair the item(s) submitted.

(b) The Employer will provide lightweight rain coats.

(c) The Employer will provide each Bargaining Unit members with one (1) minimum 10,000 candle power flashlight.

(d) The Employer will furnish each Bargaining Unit member about the first pay period in December a \$100.00 equipment allowance. The \$100.00 equipment allowance shall cover Employee equipment purchases made from July 1 through June 30 during the life of this agreement.

(e) The Employer will provide lightweight body armor and use of such armor shall be in accordance with the Employer's rules and regulations. The Employer shall furnish and pay for new body armor vest covers as needed by the individual employee.

(f) Riot equipment will be made available for Employees on duty including: a baton and a helmet.

(g) An Employee serving in the Investigative Unit will receive a \$500.00 clothing allowance, payable in two installments of \$250.00, on or about the first pay period in January and on or about the last pay period in June.

ARTICLE 32. Waiver Clause

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, 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 in arbitration hereunder, or otherwise.

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.

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 that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, 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 33. Longevity

Years of Service Completed

0 through 5 years	\$000.00
6 through 10 years	400.00
11 through 15 years	500.00

16 through 20 years	600.00
over 20 years	700.00

Longevity commences on the completion of the fifth (5th) year. Payment will be made on the Employee's anniversary date of employment in the next regular paycheck. Paychecks will be issued on alternate Fridays.

#### ARTICLE 34. Union Bargaining Committee

Section 1. The bargaining committee of the Union will include not more than four (4) employee representatives who are members of the Union and who shall be designated Union representatives/stewards. Employees will not lose time or pay for actual time spent at the bargaining table if negotiations are scheduled during their working hours.

Section 2. The local Union shall have the right to outside representation in negotiations and the City shall also retain the same right to outside representation.

Section 3. The Stewards, or designee, shall handle all grievances.

The Union shall keep the Employer notified, in writing, as to whom the current Stewards are. The Union will notify the Employer as to any changes to these positions within three (3) workdays after changes occur.

#### ARTICLE 35. No Strikes

Section 1. The City will not lock out employees during the term of this Agreement.

Section 2. The parties of this Agreement mutually recognize and agree that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the Bargaining Unit take part in any strike, sit-down, stay-in or slowdown of work or restriction of production or interference with the operations of the City, or any picketing or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents, and shop stewards shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full production. Copies of such written notices shall be served upon the City. The Union agrees further to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for the money damages caused by said violation. The City shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Any employee that is in violation of this Article will have no recourse through the Grievance Procedure and the Bargaining Unit and the Union agree that they will not represent such members.

The Bargaining Unit and the Union further agree that they shall not use the service of outside persons to perform picket duties against the City of Owosso.

ARTICLE 36. Gender

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

ARTICLE 37. College Incentive Pay

College Incentive Pay shall be as follows:

Associate's Degree	\$250.00
Bachelor's Degree	400.00
Master's Degree	550.00

This pay shall be computed and paid on the first pay in the month of June during the life of this Agreement.

ARTICLE 38. Ratification

The Union Representative agrees to submit this Agreement to the Police Department membership and make recommendation for ratification. City management agrees to submit this Agreement to the City Council and make recommendation for ratification.

ARTICLE 39. Effective Date

This Agreement becomes effective at 12:01 a.m., July 1, 2021.

ARTICLE 40 Termination and Modification

- a) This Agreement shall continue in full force through June 30, 2024.
- b) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party gives notice of amendment, as herein provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- c) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior

to the termination date or any subsequent termination date, given written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

d) Notice of termination or modification shall be in writing and shall be sufficient if addressed and sent by certified mail, to the Police Officers Labor Council Representative, Police Department, City Hall, Owosso, Michigan; or if to the Employer, by certified mail addressed to the City Manager, City Hall, Owosso, Michigan.

#### APPENDIX A

#### PROMOTIONAL PROCEDURE

Whenever a vacancy for the position of Sergeant occurs, and the Employer deems it necessary to fill said vacancy, the following procedure shall be instituted.

Notice of examination and position to be filled shall be posted within the Owosso Police Department for a period of fifteen (15) calendar days prior to examination date.

Applicants shall have a minimum of four (4) years experience as a Police Officer at the Owosso Police Department.

Subjects to be covered shall be listed and shall relate to police field.

STEP 1.	Written Examination -	60%
STEP 2.	Oral Examination -	30%
STEP 3.	Seniority points maximum	10

One-half (1/2) point for each year of service completed.

Applicants must pass the written examination by 70%.

STEP 4. Oral Interview Board shall consist of three (3) persons, two of which shall be from another police agency from outside Shiawassee County. Oral interviews shall be within thirty (30) calendar days after written results of examination are returned to the City.

STEP 5. Each employee shall file application with the City Police Department.

STEP 6. Promotional lists shall be valid for a period of two (2) years from the date the vacancy was posted.

STEP 7. Promotions shall be made from a valid promotional list and the Employer may select from any of the top three (3) candidates appearing on the list. All future promotions shall be made from the list of three (3) until the list is exhausted.

STEP 8. If no Bargaining Unit Members apply to take the promotional written exam, the Employer shall have the right to fill the vacant position from outside the Bargaining Unit.

Section 2. Temporary Appointment. When a member of the Bargaining Unit is assigned by the Employer to perform duties of a higher classification they shall be paid one-half (½) the difference between his/her hourly rate and the hourly rate of the higher classification.

#### APPENDIX B

#### CLASSIFICATION AND RATES

Title	Current	July 1, 2021*	July 1, 2022*	July 1, 2023*
		3%	2.50%	2%
Probationary Police Officer (0-1 years)	\$ 21.42	\$ 22.06	\$ 22.61	\$ 23.07
Police Officer 1 (1-2 years)	\$ 23.80	\$ 24.51	\$ 25.13	\$ 25.63
Police Officer 2 (2-3 years)	\$ 25.15	\$ 25.90	\$ 26.55	\$ 27.08
Police Officer 3 (3-4 years)	\$ 27.03	\$ 27.84	\$ 28.54	\$ 29.11
Police Officer 4 (Over 4 years)	\$ 28.85	\$ 29.72	\$ 30.46	\$ 31.07

\*Pay increases to commence on the first day of the pay period which falls on July 1 or after.

Any Employee serving as a Field Training Officer (FTO) for training responsibility assignments will receive a four percent (4%) increase for all hours worked while serving as the FTO.

APPENDIX C  
POLICE RESERVES

The City reserves its right to utilize Police Reserves to augment the regular sworn officers of the Police Department during any function or assignment.

The City shall not replace or displace sworn officers of the Police Department with Police Reserves, Auxiliary, and/or Explorers.

APPENDIX D  
FAMILY AND MEDICAL LEAVE ACT AND  
AMERICANS WITH DISABILITIES ACT

The parties recognize their responsibilities under the Americans With Disabilities Act and the Family and Medical Leave Act, as amended. All provisions shall be subject to accommodations and requirements of the Americans With Disabilities Act and the Family and Medical Leave Act.

APPENDIX E  
SECTION 125 FLEXIBLE SPENDING ACCOUNT PLAN

Employees may elect to have a certain dollar amount transferred from his/her paycheck into a special account to pay for expenses as they occur. This money is taken from the Employee's gross pay prior to taxes. The Employee saves by not having to pay federal and most state and local taxes on the amount he/she set aside. Employees can pay for eligible out-of-pocket health care and dependent care expenses with pre-tax dollars. A flex plan is a Section 125 Plan, which provides tax savings by reducing Employee medical premiums and Employee elected dollars for out-of-pocket health care expenses and dependent care expenses from the Employee's gross salary prior to calculation of federal income and FICA taxes, as allowed under Internal Revenue Code (IRC) Section 125. Each employee's participation is purely voluntary. To enroll an Employee must:



1. Complete an Agreement to Participate. This agreement helps the Employee determine the contribution to be placed into the flex account during the plan year.

2. Each pay period this amount is deducted from the Employee's pay prior to deducting federal income tax and social security tax.

3. As applicable expenses occur, the Employee is reimbursed with the monies in his/her account.

To get reimbursed for eligible expenses, the Employee submits a simple reimbursement form and attaches the appropriate receipt or uses the debit card provided by the FSA administrator. If the charges are applicable according to IRS code, the Employee is reimbursed with the funds in his or her account. All applicable charges are defined by the IRS. Any funds left in the account at year end are lost. There are two types of reimbursement accounts:

1. **Medical Reimbursement:** This can be used to pay for qualified medical costs and health care expenses that insurance does not pay, as defined under Section 125 of the IRS regulations. An Employee may elect to contribute up to the maximum allowable consistent with IRC Section 125 rates in the account. Any leftover money will be forfeited.

2. **Dependent Care Reimbursement:** This can be used to pay for eligible dependent care expenses such as child care of children under age 13 or children who are physically or mentally incapable of self-care and, in some cases, elder care, so that the Employee (and his/her spouse, if he/she is married) can work, look for work, or attend school full-time. A single parent or a married couple filing jointly can elect up to \$5,000 per family, while a married person filing separately can elect up to \$2,500. This is a pay as you go account. Reimbursements are not made until funds are available. The child care provider must claim payments as income. Any leftover money will be forfeited.

An Employee may change his/her annual election if he/she has a qualified change in status (marriage, birth, adoption, death or divorce). The change in status must correlate with the

event and be made within 30 days of the event.

#### APPENDIX F

##### HEALTHCARE TASKFORCE

The parties agree that the City of Owosso's Healthcare Taskforce is the preferred method for resolving healthcare benefit issues between the City and its employees. As such we remain committed to the collaborative process of controlling healthcare costs and managing benefit levels. The Taskforce, which is comprised of members of both labor and management, operates through group consensus on all decisions. It is understood that an individual Union group's decision to opt-out of the Taskforce, or the Taskforces' decisions, does not limit the ability of the remaining groups to continue with the collaborative process.

#### APPENDIX G

##### FALSE ARREST INSURANCE

The City agrees to maintain its present False Arrest Insurance for each employee for the life of this Labor Agreement.

#### APPENDIX H

##### WORK RULES AND REGULATIONS

The Employer shall meet with the Union and discuss any changes in the Work Rules and Regulations and shall furnish each employee with a complete copy of the Work Rules and Regulations.

APPENDIX I

DRUG POLICY

The parties agree to the terms of the City of Owosso's Anti-Drug and Alcohol Policy and Procedures as adopted by the City Council on July 1, 1996 and re-adopted, with additions/revisions on March 18, 2002. If the City desires to make additions/revisions in the future, they shall notify the Union 30 days prior to being presented to the City Council for review for mutual agreement of the additions/revisions. If the parties cannot agree upon the additions/revisions, they shall be subject to the grievance procedure.

APPENDIX J

APPOINTMENT OF FINANCIAL MANAGER

This collective bargaining agreement contains language that is required under section 15(7) of the Public Employment Relations Act. Inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenges to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or any action of an Emergency Financial Manager which acts to reject, modify or terminate the collective bargaining agreement.



301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • (989) 725-0599 • FAX (989) 723-8854

**LETTER OF UNDERSTANDING**

This Letter of Understanding (“Agreement”) is entered into between The City of Owosso (“Employer”) and Police Officers Labor Council (POLC), Owosso Division, non-supervisory (“Union”) (collectively referred to as “Parties”) on December 1, 2018.

Article 26, subsection (b), of the labor contract, addressing the Municipal Employees Retirement System (“MERS”) Plan to be provided to Bargaining Unit members hired before December 1, 2018 is not subject to collective bargaining or PA 312 arbitration, unless the Parties otherwise mutually agree, until each of the following employee’s retires, “cashes out” of, or otherwise does not participate in the POLC non-supervisory MERS Plan. If the MERS Plan referenced above is no longer available, the Employer shall provide a similar plan until collective bargaining or PA 312 arbitration results in an alternate benefit.

Kevin Pettigrew	Amber Curry	Jason Schmitz
Michael Olsey	Matthew Fray	Andrew Reed
Timothy Applegate	Brian Jenkins	Branden Stockford
Ryan Jenkins	Ryan Gracz	

Signed as of the date first above written:

<p><b>The City of Owosso</b></p> <p>By: <u>Jessica B. Unangst</u> [CITY REPRESENTATIVE]</p>	<p><b>Police Officers Labor Council</b></p> <p>By: <u>Scott Blackwell</u> 01.09.2022 [POLC REPRESENTATIVE]</p>
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CITY OF OWOSSO**

**AND**

**POLICE OFFICERS LABOR COUNCIL REPRESENTING THE OWOSSO POLICE OFFICERS – “NON-SUPERVISORY”**

This Letter of Understanding (the “LOU”) is entered into between the City of Owosso (“City”) and the Police Officers Labor Council representing the Owosso Police Officers – Non-Supervisory (“Union”). The City and the Union are collectively referred to as the “Parties.” The Parties hereby agree as follows:

**Background**

- A. The City and the Union are parties to a collective bargaining agreement (“CBA”) that is in effect from July 1, 2021 through June 30, 2024.
- B. The City has filled police officer positions, specifically school resource officers, with part-time officers. The Parties differ as to the implementation and use of these officers. The Union filed a grievance (19-117) challenging the City’s right to fill and utilize these positions with part-time police officers.
- C. Because the Parties recognize that the interest in the community depend upon cooperative relations between Parties:
  - i. the Union has decided to withdraw its grievance (19-117).
  - ii. the City has decided to follow the terms and conditions of this LOU; and
  - iii. In entering into this LOU, the City does not concede any of its management rights regarding hiring and staffing of police officers in the City of Owosso. Similarly, in entering into this LOU, the Union does not concede any rights regarding grieving and or bargaining the impact and effect of the City’s actions.

**Terms and Conditions**

- 1. **Intent.** It is the intent of this agreement that part-time school resource officers are assigned at Owosso Public Schools at the direction of the City. Part-time school resource officers shall not conduct normal patrol duties outside of their assignment at Owosso Public Schools unless directed by the City to respond to a police emergency.
- 2. **Layoffs.** The City will lay off part-time school resource officers before laying off any full-time police officers.
- 3. **Set Schedule.** The two part-time school resource officers shall receive set schedules that


correspond to Owosso Public School calendars.

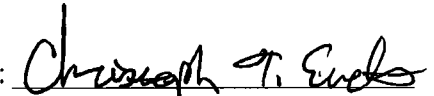
4. **Seniority.** For the purposes of any provision in the CBA, part-time school resource officers will not have seniority over any full-time officers.
5. **Rank.** Part-time school resource officers will not receive rank. Part-time officers will not supervise full-time officers. Any full-time officer, regardless of years of service, shall be considered the senior officer to any part-time officer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 1<sup>st</sup> day of December, 2021.

POLICE OFFICERS LABOR COUNCIL  
OWOSSO NON-SUPERVISORY DIVISION:


CITY OF OWOSSO:


By:  1-9-22  
Member of Bargaining  
Committee

By:   
Its Mayor

By:  01/09/22  
Member of Bargaining  
Committee

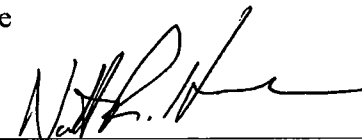
By:   
Its Clerk

By:  1-9-22  
Member of Bargaining  
Committee

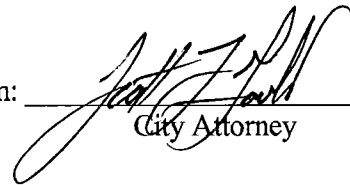
By:  1-10-2022  
Member of Bargaining  
Committee

By: Scott Blackwell 01.09.2022  
Labor Representative

By: Jessica B. Unayst  
Its Spokesperson

Approved as to substance:   
City Manager

1.12.2022  
Date

Approved as to form:   
City Attorney

1/18/22  
Date

Approved by City Council: Monday, November 15, 2021