

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF OWOSSO

AND

POLICE OFFICERS LABOR COUNCIL  
SUPERVISORY



July 1, 2021 through June 30, 2024

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## AGREEMENT

This Agreement is entered into this first day of July, 2021, between the City of Owosso, hereinafter referred to as the "Employer", and the Police Officers Labor Council, Command Officers, 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, transfers, or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation, age, union membership or against qualified individuals 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 also agrees 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 Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Acts of 1947, as amended, the Police Officers Labor Council is recognized as the exclusive representative of all Employees in the Unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2. Definition of Bargaining Unit: The Bargaining Unit consists of all regular full-time employees whose positions are classified as Lieutenant and Sergeant, excluding all elected or appointed officers, office employees, Director of Public Safety, clerical employees, seasonal employees, part-time employees, supervisory employees, confidential employees, all employees that are employed through a state and/or federal program, and all other employees.

Section 3. The Bargaining Unit shall elect two (2) Stewards, one of which shall be the Chief Steward and who shall represent the Bargaining Unit.

The Chief Steward or designee shall handle all grievances that advance through the steps of the grievance procedure.

The Union shall keep the Employer notified in writing as to who has been elected as Stewards and who has been designated Chief Steward within three (3) workdays after its occurrence.

## ARTICLE 3. Management Rights

Section 1. Rights: Except as in this Article 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 service; 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; to maintain order and efficiency, to continue and maintain its operation as in the past, to study and use improved methods and equipment, and in

all respects 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.

Section 2. 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 judgments 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 provisions of this Agreement.

Section 3. 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 4. 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 5. Grievance Procedure

Section 1. For the purpose of this Agreement, "Grievance" means any dispute regarding meaning, interpretation or alleged violation 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. Initial Grievance

An employee or designee with a grievance shall discuss the matter with the Public Safety Chief 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 Public Safety Chief through the City of Owosso e-mail system to schedule the meeting. If the grievance is not satisfactorily resolved, it will 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 2. (a) If the Chief of Public Safety'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 Human Resources Director 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 Human Resources Director shall file a request for mediation through the Michigan Employment Relations Commission (MERC). (b) 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 3. (a) In the event the grievance is not resolved at Step 2, the Union or Employer may, within thirty (30) calendar days following Step 2 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 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 submission 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 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 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 (1/2) 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 6. Discharges or Disciplinary Suspension

Section 1. All discharges or disciplinary suspensions shall be made by the Director of Public Safety or his/her designated representative.

Section 2. Any grievance which concerns discharge or disciplinary time off may be processed initially at Step 2 of the Grievance Procedure within five (5) days of the discharge or suspension. Time limits may be extended by mutual consent of both parties.

Section 3. 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. 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. Any employee who is given a



discharge or disciplinary time off shall receive return notice thereof which shall state the nature of the offense and the disciplinary action taken.

Section 4. Imposing any discipline or discharge on a current charge. When imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, as of the date of infraction.

#### ARTICLE 7. 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 grade. Persons hired on the same date shall be placed on the seniority list by the first letter of last name. If the 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 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 8. Seniority Lists

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

#### ARTICLE 9. Loss of Seniority and Benefits

An employee shall lose his/her status as an employee and his/her seniority and all benefits when or 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. 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. He/she fails to return from sick leave and/or any leave of absence on the specified date for his/her return unless other arrangements are agreed upon in writing.
8. 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 lesser.
9. He/she is convicted of a misdemeanor punishable by ninety-three (93) days or more excluding first (1<sup>st</sup>) offense for OWI or impaired driving.

#### ARTICLE 10. Layoff

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.

When it becomes necessary to reduce the size of the work force, probationary employees shall be laid off first. 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 fourteen (14) calendar day's prior notice.

#### ARTICLE 11. 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.

#### ARTICLE 12. 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 termination of such service, be offered re-employment in his/her previous position or a 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 one hundred and twenty (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) days when they are on full-time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit.

#### ARTICLE 13. Leave for Conference and Convention

At the discretion of the Director of Public Safety, leaves with pay will be granted to Union members of the Bargaining Unit of the Union for the following reasons:

- (a) One Bargaining Unit member for up to twenty-four (24) hours to attend FOP State of Michigan meetings each calendar year.
- (b) One Bargaining Unit member for up to twenty-four (24) hours each calendar year to attend the POLC Conference and Seminar.

To obtain the above-mentioned leave days, request for leave must be in writing thirty days in advance showing location and dates of conventions and conferences.

Once a month, at the discretion of the Employer, the representative representing the City of Owosso Police Bargaining Unit and/or his/her designated representative may be excused for up to two (2) hours without loss of pay for the local division's meeting or the Lodge meetings if he/she is scheduled to work providing there is adequate security for the City during said meeting.

#### ARTICLE 14. Leaves 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, spouse, or 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, longevity, 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 15. 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 one (1) hour prior to the starting time of their scheduled shift.

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

(d) No less than 60 calendar days prior to an Employee’s retirement, the Employee may request that his/her unused accumulated sick leave be converted into vacation leave at the rate of 4 hours of vacation per each 8 hours of accumulated sick leave which the Employee may

use to extend his/her retirement date or may be taken as cash paid time. This cash paid time shall be made at the Employee's current hourly wage scale, with a maximum payment for four hundred and eighty (480) hours of converted sick time.

(e) For Employees hired prior to July 1, 2008, after an employee has accumulated nine hundred and sixty (960) sick hours, the Employer will pay the employee, in his/her regular bi-weekly paycheck, fifty percent (50%) of all unused sick leave over 960 hours for the preceding twelve (12) months. 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 sick 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 the pay period nearest his/her anniversary date, in his/her bi-weekly 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 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 they wish 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 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 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 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) eight (8) hour workdays of light duty.

(e) The Employee shall be ambulatory and in uniform during the five (5) workdays 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 16. Bereavement Leave

(a) An employee shall be allowed 36 hours as funeral leave not to be deducted from sick leave for a death in the immediate family. The immediate family shall include: spouse, son,

daughter, mother, father, step-children. Bereavement days shall be taken in conjunction with the date of the death or the date of the funeral.

(b) An employee shall be allowed 24 hours as funeral leave not to be deducted from sick leave for the 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. Bereavement days shall be taken in conjunction with the date of the death or the date of the funeral.

#### ARTICLE 17. Holidays

(a) Effective July 1, 2015, 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 for that day. This sum is to be added with the employee's regular pay. Employees must work a minimum of six (6) hours of the shift that begins on the actual holiday, to be paid the \$300. 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 the role of Lieutenant or Detective Sergeant may be given the day off with pay at the discretion of the Director.

(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 workday before and the next scheduled workday 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 for the day in addition to the Employee's regular rate of pay. Employees must work a minimum of six (6) 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 the role of Lieutenant or Detective Sergeant may be given the day off with pay at the discretion of the Director.

(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, in his/her bi-weekly paycheck. The above mentioned holiday hours are non-accumulative and payment by the city of any unused banked holiday time will be made during the month of July of each year.

(f) In addition to the listed holidays, employees shall receive twenty-four (24) hours 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 will be non-accumulative and may be taken in either six (6) or twelve (12) hour blocks. The day will be considered a work day. In addition to the 24 hours personal time, Employees serving in the Detective Bureau in the prior twelve (12) months: for every full month the Employee has served in the Detective Bureau, he/she will be credited with one (1) hour of personal time in his/her personnel leave bank on July 1 of each year, up to a maximum of twelve (12) hours.

#### ARTICLE 18. Vacations

(a) Employees will receive vacation credits as follows:

- 1 year - forty (40) hours vacation
- 2 years - eighty (80) hours vacation

5 years - eighty (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 receive payment for up to a maximum of 40 hours at the Employee's current rate of pay, in his/her biweekly paycheck.

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

#### ARTICLE 19. 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 picks 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 operations 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 which 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 his/her biweekly paycheck at his/her regular rate, considering both 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 to anniversary date, however, under no circumstances shall back-to-back vacations be permitted in order to double the vacation time.

#### ARTICLE 20. Retirement

(a) The retirement plan for all Bargaining Unit members shall be the Municipal Employees Retirement System (MERS).

The retirement benefits for all Bargaining Unit members shall be the Municipal Employees Retirement System Plan B-4, FAC-3 with F-50 (25years), 2.8% multiplier all years not to exceed 80% FAC. FAC-3 shall be calculated based on the employee's W-2 gross earnings. Effective July 1, 2012 the plan shall be a bridged benefit plan of 2.8% for service prior to July 1, 2012 with a frozen FAC and for service after July 1, 2012 the plan shall be a B-4 with 2.5% multiplier not to exceed 80% FAC. FAC-3 shall be calculated based on the employee's W-2 gross earnings.

Effective 7/1/17, the Employee's annual contribution shall be up to ten percent (10%) of the payroll of the Bargaining Unit represented by the Union as determined by the annual actuarial valuation. The Employer shall be solely responsible for any required contributions above the Employee's contribution. The Employee's contribution shall be made by payroll deduction. If the annual actuarial report determines that the combination of the Employer and employee contribution is less than ten percent (10%), the employee contribution shall be that determined amount.

(b) For all police employees hired before April 1, 2018: Once the employee completes the MERS Application for Defined Benefit Retirement form and returns a copy to the Director of Human Resources, the union employee shall be granted a one-time payout of \$10,000.00 that shall be issued on the employee's final paycheck from the City and which shall count toward the employee's FAC. Vacation, sick leave, life insurance, hospitalization insurance and all other benefits will terminate at date of employee's retirement.

(c) Bargaining Unit members hired on or after April 1, 2019 will be placed in a Municipal Employees Retirement System (“MERS”) Hybrid Plan, a combination of a Defined Benefits 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 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:

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

ARTICLE 21. Overtime Rates and Restrictions

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 (1½).

(b) All hours worked over eighty-four (84) hours in a bi-weekly pay period shall be paid at the rate of time and one-half (1½).

(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.

(e) All hours worked due to call back shall be paid a minimum of two (2) hours at the rate of one and one-half (1½) times the employee's regular rate of pay.

(f) All hours worked during emergency situations over and above his/her regular scheduled shift shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay.

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

Section 3. 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) at the start of each shift change (normally every six (6) months).
6. Cumulative overtime points will be posted on a chart in the squad room.

(b) Volunteer Overtime

1. The Public Safety Director 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 4. Pyramiding Overtime: Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked.

Section 5. Pay Days. Employee 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 6. 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. – 8 a.m. or between 6 p.m. – 8 p.m. Bargaining Unit Members shall keep themselves available to respond to police calls during the paid meal and break period.

Section 7. 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 respective six 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 during the six (6) month shift period, 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.

(d) Temporary, special and detective assignments shall be by mutual agreement between the Employer and the Employee. Seniority and qualifications shall be considered for these assignments. Detectives will work Monday – Friday, 8am-4pm and the additional four (4) hours paid per pay period is for being on call. Any hours worked outside of 8am-4pm for duties of the Detective Bureau, the detective will not receive overtime compensation until they have actually worked the four (4) on call hours. Any hours worked outside of the duties of the Detective Bureau (e.g., patrol, training, festivals, etc.) would be compensated at time and one half.

Section 8. Work Shifts. The normal work shifts for Patrol Sergeants are as follows:

Day shift: 7:00 a.m. – 7:00 p.m.

Night shift: 7:00 p.m. – 7:00 a.m.

The normal work shift for the Lieutenant is Monday – Thursday 8:00 a.m. to 4:30 p.m. and Friday 8:00 a.m. to 4:00 p.m.

ARTICLE 22. Probationary Period

Section 1. When an Employee is promoted within this Bargaining Unit, or promoted into this Bargaining Unit from the City of Owosso Police Officers Labor Council, Owosso division, non-supervisory, he/she shall be considered in a probationary rank for a period of one (1) year from his/her date of promotion. An Employee holding a probationary rank may be returned to the original rank any time during the probationary period. The Employer shall state, in writing, his/her reason for the demotion and the employee shall have recourse to the Grievance Procedure.

Section 2. When a new Employee is hired into 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.

ARTICLE 23. 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 pre-tax 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 costs.

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

Section 3. 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 insurance 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 recovered 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 members, to the surviving spouse and/or dependents (whomever is enrolled as “dependents” on the deceased employees 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.

Section 5. 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.

#### ARTICLE 24. 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 \$50,000.00 per individual with a double indemnity provision for accidental death or line of duty death benefits of \$100,000.00.

ARTICLE 25. 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 still 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 26. Uniform Provisions

(a) The Employer will provide and clean uniforms.

(b) The Employer will provide lightweight raincoats.

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

(d) The Employer will furnish each Bargaining Unit Member, about the first pay in December, a \$100 equipment allowance. The \$100 equipment allowance shall cover Employee equipment purchases made from July 1 through June 30 during the life of this agreement.

(e) The City 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) The Employer will provide riot equipment. The use and distribution of such equipment will be in accordance with Departmental rules and regulations.

(g) Employees that are required to wear civilian clothing for thirty (30) calendar days or more shall receive \$650 per year as clothing allowance. Such payment shall be made in January and July of each year. The January payment shall cover the prior period July 1 through December 31. The July payment shall cover the prior period January 1 through June 30.

ARTICLE 27. 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, express 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 referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

#### ARTICLE 28. Termination and Modifications

(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, give 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 terms of this Agreement.

(d) The parties agree that either party may request a re-opener during the duration of this Agreement reference the issue of ARTICLE 20, Retirement, if there is legislation passed by the

State of Michigan that may affect the MERS pension system and how that may impact this bargaining unit's pension.

ARTICLE 29. Longevity

	<u>Years of Service Completed</u>
00 through 05 years	\$000.00
06 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 bi-weekly paycheck after the Employee's anniversary date of employment. Paychecks will be issued on alternate Fridays.

ARTICLE 30. Bargaining Committee

The Bargaining Committee of the Union will not have more than three (3) employee representatives who are members of the Union. Employees will not lose time or pay for actual time spent at the bargaining table if negotiations are scheduled during their working hours.

ARTICLE 31. No Strikes

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

Section 2. The parties of the Agreement mutually recognize and agree that the services performed by 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 slow-down 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, and agents 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 notice shall be served upon the City. The Union agrees further to cooperate with the City and the employees involved declaring the said conduct unlawful and directing the employees to return to work. In the event that the Police Officers Labor Council in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct it shall not be liable to any suit in any court for 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 in violation of this Article will have no recourse through the Grievance Procedure and the Bargaining Unit and the Union agrees that they will not represent such members.

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

ARTICLE 32. Ratification

The Union Bargaining Committee agrees to submit this Agreement to the Union Membership and make recommendation for ratification. The City Bargaining Committee also agrees to submit and recommend this Agreement to the City Council for approval.

ARTICLE 33. Effective Date

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

ARTICLE 34. College Incentive Pay

(a) Command Officers who possess the below listed college degrees in Criminal Justice or Police Administration shall be eligible to receive the College Incentive Pay as stated below:

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

This pay shall be computed and paid on the first pay in the month of June each year.

(b) The Employer will reimburse out of pocket tuition cost only for college accredited courses to a maximum of five hundred dollars (\$500.00) per Employee per fiscal year capped at a total of three thousand dollars (\$3,000.00) for the Bargaining Unit per fiscal year. This college reimbursement shall be paid for grade C or above only. Request for college reimbursement shall be made within twenty-one (21) calendar days of completion of the course. The date of submission for the reimbursement shall be used in determining eligibility for payment. Request for college reimbursement shall be for courses in Criminal Justice or related fields only.

ARTICLE 35. Promotions

Section 1. Whenever a vacancy for the position of Lieutenant 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 the examination date.

Applicants shall have a minimum of three (3) years seniority as a Sergeant at the Owosso Police Department.

Subjects to be covered shall relate to the police field.

STEP 1. Written examination 60%

STEP 2. Oral Examination 30%

STEP 3. Seniority points maximum 10 points

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

Applicants must pass the written exam by 70%.

STEP 4. Oral interview board shall consist of three (3) persons, two of which shall be from a 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 list shall be valid for a period of one (1) year 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) candidates until the list is exhausted. If less than three (3)

candidates remain on the valid promotional list, then the list shall be considered exhausted and no longer valid.

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.

#### ARTICLE 36. False Arrest Insurance

The City shall cover and pay the premium on False Arrest Insurance for each employee.

#### ARTICLE 37. Non-Fraternization/Dating

In order to protect its employees and the City of Owosso from unlawful sexual harassment, and in order to avoid conflicts of interest, misunderstandings or the appearance of favoritism, the City and the Union have agreed to the following policy:

Since dating by supervisors with employees under their direct or indirect supervision may be perceived as favoritism based on sex, or may result in a complaint of sexual harassment, supervisory personnel shall not date or attempt to date other employees under their direct or indirect supervision. If a dating relationship occurs, the supervisor is required to report the relationship to their department head. All information will be held in the strictest confidence and will only be disclosed on a need-to-know basis.

For purposes of this policy, “dating” is defined as any formal or informal social engagement between two persons, including kissing, hand holding, or other verbal, physical, or social conduct for sexual or romantic purposes. “Attempt to date” includes any effort to schedule or arrange social or physical contact for sexual or romantic purposes.

Employees who are involved in a dating relationship prohibited by this policy shall be subject to remedial action including not only reassignment or transfer, but also possible disciplinary action up to and including discharge.

Any questions regarding this policy should be directed to either the Director of Public Safety or the Human Resource Director.



ARTICLE 38. 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).

APPENDIX A.

CLASSIFICATIONS AND RATES

Sergeants pay shall be 13.5% above the top patrol rate. Lieutenant pay shall be 7.5% above the top sergeant rate. Per the above the rates will be as follows:

	7/1/2021*	7/1/2022*	7/1/2023*
<b>Sergeant</b>	\$33.73	\$34.57	\$35.26
<b>Lieutenant</b>	\$36.26	\$37.16	\$37.90

\*Pay increases to commence on the first day of the pay period which falls on July 1, 2021 and each year of the collective bargaining agreement thereafter

APPENDIX B.

RESERVE OFFICERS

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 C.

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 D.

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. 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 for 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 E.

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 decision. 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 F.

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 G.

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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 1st day of July, 2021.

POLICE OFFICERS LABOR COUNCIL  
OWOSSO SUPERVISORY DIVISION:

CITY OF OWOSSO:

By: [Signature]  
Its President

By: Christopher T. Enders  
Its Mayor

By: Scott V. Carr  
Member of Bargaining Committee

By: [Signature]  
Its City Clerk

By: Scott Blackwell 12.27.2021  
Field Representative

By: Jessica B. Lemongst  
Its Spokesman

Approved as to substance: [Signature] 12-28-2021  
City Manager Date

Approved as to form: [Signature] 1/3/2022  
City Attorney Date

Approved by City Council: \_\_\_\_\_  
October 18, 2021  
Date