

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF GRAND BLANC
-AND-
POLICE OFFICERS ASSOCIATION OF MICHIGAN
GRAND BLANC CITY PATROL UNIT

Effective June 1, 2021 through May 31, 2024

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ARTICLE 1

AGREEMENT

This agreement is entered into this 11th day of May 2022, effective June 1, 2021, between the City of Grand Blanc (hereinafter referred to as the "City" or "Employer") and the Police Officers Association of Michigan (hereinafter referred to as the "Union").

ARTICLE 2

PURPOSE AND INTENT

Section 1. It is the purpose and intent of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide it an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

Section 2. It is recognized by both parties that the safety and welfare of the residents of the City of Grand Blanc are of paramount concern, and that any disputes between the bargaining unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this agreement. The parties recognize that the interest of the community and the job security of the members of the bargaining unit depend upon the City of Grand Blanc's success in establishing a proper service to the community.

Section 3. Both parties ascribe to the principle of equal opportunities, and share equally in the responsibilities for applying the provisions of this agreement.

Section 4. The parties agree that their members will perform efficient services, and use their best efforts to protect property and interests of the Employer, and will cooperate with the Employer in performance of their duties consistent with the provisions of this agreement.

ARTICLE 3

RECOGNITION

Section 1. The City hereby recognizes the Police Officers Association of Michigan as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees in the following described bargaining unit:

All full-time police patrol officers below the rank of sergeant, BUT EXCLUDING the police chief, sergeants, lieutenants, command officers, supervisors, confidentials, and all others.

Section 2. Gender. Whenever the male gender is referred to in this agreement, it shall be construed to include male and female employees.

ARTICLE 4

RECOGNITION OF CITY RIGHTS

The City of Grand Blanc hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and in a generality of the foregoing, and not by way of limitation, the right:

1. Of exclusive management and control of the governmental system, its property, facility, operations and affairs.
2. To hire employees, determine their qualifications, conditions of employment, promote and/or transfer; dismiss, demote or suspend for just cause; or layoff; to determine the size of the work force; and to assign duties to, and direct all employees. To permit other employees of the Police Department (Certified Officers) not included in the bargaining unit to perform bargaining unit work, provided, however, that the use of others shall not be for or with the purpose of eroding the size of the bargaining unit.
3. To determine services, supplies and equipment; to determine all methods and means of distributing and/or disseminating its services; to determine methods, scheduling and standards of operation; to determine the means, methods and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
4. To subcontract bargaining unit work for purposes of community events and/or when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Police Department. All other subcontracting of bargaining unit work shall be subject to collective bargaining. (Bargaining unit work shall be defined as all work and/or services normally provided or performed by the patrol and/or investigative divisions of the Police Department.)
5. To determine the number and location or relocation of its facilities.
6. To determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to public relations of the City.
7. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.

Section 2. Gender. Whenever the male gender is referred to in this agreement, it shall be construed to include male and female employees.

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The City of Grand Blanc hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and in a generality of the foregoing, and not by way of limitation, the right:

1. Of exclusive management and control of the governmental system, its property, facility, operations and affairs.
2. To hire employees, determine their qualifications, conditions of employment, promote and/or transfer; dismiss, demote or suspend for just cause; or layoff; to determine the size of the work force; and to assign duties to, and direct all employees. To permit other employees of the Police Department (Certified Officers) not included in the bargaining unit to perform bargaining unit work, provided, however, that the use of others shall not be for or with the purpose of eroding the size of the bargaining unit.
3. To determine services, supplies and equipment; to determine all methods and means of distributing and/or disseminating its services; to determine methods, scheduling and standards of operation; to determine the means, methods and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
4. To subcontract bargaining unit work for purposes of community events and/or when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Police Department. All other subcontracting of bargaining unit work shall be subject to collective bargaining. (Bargaining unit work shall be defined as all work and/or services normally provided or performed by the patrol and/or investigative divisions of the Police Department.)
5. To determine the number and location or relocation of its facilities.
6. To determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to public relations of the City.
7. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.

The reasonable and responsible exercises of the foregoing powers, rights, authorities, duties and responsibilities of the City of Grand Blanc, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

If any part or parts of this article are inconsistent with, or are abrogated by, any other provision of this agreement, such provision shall prevail.

ARTICLE 5

NO STRIKE/NO LOCKOUT

Section 1. The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption in the Employer's services. The Union, therefore, agrees that neither it, nor its members will for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slow-down, stay away, limitation of service, or any other activities that may disturb, restrict or interfere with the services provided by the Employer.

Section 2. In the event there is a violation of this Section, the Union shall, when requested by the Employer, take the following action:

Immediately upon the request of the Employer, the Union shall notify and subsequently confirm, in writing, any and all employees participating in the violative activity, that such activity is illegal, unauthorized by the Union, a violation of the contract, subjects the participant to discipline or discharge, and that each employee is to immediately cease such activity.

Section 3. Individual employees or groups of employees who instigate, aid or engage in work stoppage, slow-down or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

Section 4. The Employer agrees that it will not lock out employees covered by the terms of this agreement.

ARTICLE 6

AUTHORIZATION FOR DUES/FEES DEDUCTION

Section 1. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

Section 2. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Section 3. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI 48239-1949. In the event a refund is due an 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.

Section 4. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

Section 5. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Section 6. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10 (2) of the Public Employment Relations Act.

ARTICLE 7

UNION AND REPRESENTATION

Section 1. The Union employees shall be represented by one (1) steward. One (1) alternate steward shall represent the employees in the absence of the regular steward.

Section 2. The Union shall designate to the Employer, in writing, the steward and alternate steward, and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

Section 3. The steward or alternate, during his/her working hours, without loss of time or pay, in accordance with the terms of this article, may investigate and present grievances to the Employer, upon having received permission from their supervisor to do so. The supervisor shall grant permission within a reasonable time for such steward or alternate to leave his/her work for these purposes subject to necessary exceptions. The privilege of such steward, or alternate, 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 processing of grievances and will not be abused. The steward, or alternate, will perform his/her regularly assigned work to process grievances as provided herein. Such steward shall not be subject to the layoff provisions contained herein. The Employer will provide a place at the City Hall for investigation of grievances.

Section 4. The bargaining unit representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the bargaining unit.

ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1. Generally. This article is intended to define the normal hours of work per work day or per pay period in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or pay period for the purpose of establishing the work schedules of employees, with six (6) months' notice to affected employees and an opportunity to bargain same.

Section 2. Work Day. The normal work day for officers covered by this agreement, other than part-time officers, shall be twelve (12) consecutive hours of work, which shall be interrupted by and include a forty-five (45) minute paid meal period, provided an emergency situation does not exist, which would automatically preclude the meal period.

There will be a total of four teams, with two teams assigned to the 7:00 a.m. until 7:00 p.m. shift, and two teams assigned to the 7:00 p.m. until 7:00 a.m. shift. Additionally there may be two officers who may be assigned as relief/swing shift. Swing shift hours shall be 3:00PM-3:00AM. The swing shift hours can only be mandated to be changed to cover vacations approved prior to January 14th of each year.

Section 3. Pay Period. The normal pay period for officers covered by this agreement, with the exception of part-time officers, shall consist of seven (7) work days within a consecutive fourteen (14) day period. Notwithstanding Section 2 above, one of these seven (7) work days will be an eight (8) hour shift.

Section 4. Relief/Swing Position. The relief/swing positions will move between all four teams as road coverage is needed. If the relief/swing officers are required to move, they will only be moved once a pay period with fourteen (14) days' notice of the swing, unless a new shift pick is required. The relief/swing shift officers must be given fourteen (14) days' notice before their schedule is switched to cover overtime unless a relief/swing officer agrees to change his/her schedule within the 14 day period. In the event an employee on one of the teams goes out on an extended sick or other type of leave, the City may move the swing shift to cover that employee on extended leave. It is understood that relief/swing positions shall still receive two weekends off (weekend is defined as Friday, Saturday, and Sunday) each calendar month, same as the other officers receive. Which calendar weekends the relief/swing officers receive off each month is at the discretion of the City.

Section 5. Overtime Pay. Officers covered by this agreement shall be paid one and one-half (1 ½) times the regular straight-time hourly rate of pay for all authorized hours of actual work performed in excess of twelve (12) consecutive hours or in excess of eighty (80) hours worked in

a pay period. For the purpose of computing overtime, personal, compensation, vacation, sick days and funeral leave shall count as actual hours worked. Overtime shall also be paid for time worked in excess of twelve (12) hours in a twenty-four (24) hour period if an eight (8) hour rest period is not scheduled between shifts. Notwithstanding the provisions of this Article, overtime shall not result from a shift change, due to rotation, or to the officer's request.

Section 6. Overtime Equalization. The City will equalize overtime among officers who have previously registered with the Department the desire to work overtime. Sergeants shall also be eligible for overtime and be a part of the overtime equalization.

The following overtime will be equalized and posted: scheduled overtime for regular shift work, unscheduled overtime for regular shift fill-in (example - officer staying over to work shift for an officer that called in sick), special events that require a specific number of officers (example - school functions or parades).

The following overtime will not be equalized or posted: overtime worked as a result of regular shift activity and overtime/comp time worked at the direction of the Chief (example - includes but not limited to, special units, special details and investigation).

Subject to the following, whenever overtime is required, that officer registered with the least number of overtime hours on the applicable shift, will be called first, and so on down the list in an attempt to equalize the overtime hours. Investigators will not be offered any patrol duty overtime, except in exigent circumstances. Time not worked, because the registered officer refused the work, will be charged at the maximum number of hours of an officer working overtime during that period. If a patrol officer cannot be contacted for overtime work, he/she will be credited with a "not available" in lieu of a refusal and the supervisor shall contact the next lower individual on the equalized overtime sheet. Officers on approved leaves shall be noted as "not available" with no time charged. On January 1 of each year, the equalization list will be re-established, with equalization hours being reset to zero and the officers ordered by seniority.

If an officer is working an overlap shift, the officer shall not be credited with a refusal, if the officer declines to work an overtime shift that is scheduled to start within eight hours of the ending of the overlap shift. This provision does not apply to refusal to work overtime that is continuous with the overlap shift.

Officers falling within one or more of the following categories shall be automatically credited with the highest number of hours of the equalization group: (a) new hire officers; (2) officers newly entered as a registrant on the overtime equalization roster; (3) return from a sick leave in excess of ten working days; (4) any disciplinary leave; and (5) any unpaid leave of absence.

Section 7. Compensation Days. A compensation day is an additional paid day off which an employee receives for working a holiday. A compensation day must be used within six (6) months from the date on which it is accrued unless by mutual agreement, between the Police Chief and the Patrol Officer, an extension is granted. If it is not used in that time period due to the Supervisor's denial of requests, up to four (4) days can be reimbursed per year.

Overtime can be paid in compensation time, up to a maximum of sixty (60) hours per year. However, in times of staff shortage, comp time usage is at the discretion of the Police Chief. Each compensation day must be applied for, in writing, at least five (5) working days prior to the date it is intended to be used. The leave will be at the discretion of the Chief of Police or his designee.

Section 8. Call-In Pay. If an employee is called into work on an unscheduled day within twenty-four (24) hours of the start of that shift, the called in employee shall receive time and one-half (1 ½) for all hours actually worked during the unscheduled day.

Section 9. On-Call Pay. The Chief of Police has the discretion to determine Department needs for the assignment and utilization of "on call" (duty weekend) staff. Reimbursement for on-call shall be as follows:

One Hundred dollars (\$100) and two (2) hours of compensation time for each on-call 24 hour period covered during a weekend.

To qualify for on-call pay, the employee must carry out those responsibilities assigned or required by the Chief of Police and/or the employee's assignment within the Department. Failure to meet those obligations may subject the employee to forfeiture of compensation, monetary or other, under this section, as well as possible disciplinary action.

Section 10. Court Pay. When an employee is subpoenaed to appear in court, during non-working hours, for an employment related matter, the employee will be paid a minimum of two (2) hours at one and one-half (1 ½) times the regular rate of pay for civil infraction hearings or four (4) hours pay at one and one-half (1 ½) times the regular rate of pay for criminal or other civil cases. If the court time exceeds these minimums, the employee will be paid for the hours at time and one-half the regular rate of pay. Subpoena fees shall be returned to the City.

ARTICLE 9

SHIFT PREFERENCE

Section 1. An Officer may elect to bid for a shift assignment based on his/her seniority date. All bid applications for shift preference must be submitted five (5) weeks in advance of the first day of the new schedule. If accepted by the City, shift preference applications will cover a period starting January 1st and ending December 31st. Once shift assignments are complete and a tentative schedule is complete, officers will choose one of their seven (7) days in a pay period to be worked as an eight (8) hour shift, in each pay period. An officer's eight (8) hour shift will be chosen based on their seniority date. The officer's bid will not be allowed to cause overtime, unless no such day exists in that pay period.

A re-bid for an open schedule slot will be allowed if an officer enters or leaves during the middle of the schedule and a vacancy is created or a new schedule slot opens. All other shift assignments shall remain in place for the duration of the calendar year unless otherwise re-bid as required/approved by the Chief of Police.

Section 2. Scheduled shift assignments will be posted at least four weeks in advance of their effective date. Every reasonable effort will be made by the City to staff the shift assignments as posted. However, the City reserves the right to re-assign employees, on a seniority basis, to meet the legitimate staffing needs of the City.

Section 3. Weekend Rotations. The parties agree to the principle that all employees should have equal opportunity to have weekends (Saturday and Sunday) as days off from work. The parties also recognize, however, that weekends (Saturday and Sunday) are a regular part of any shift and must be staffed accordingly. Therefore, reasonable efforts will be utilized by the Employer in shift scheduling to allow non-probationary employees comparable weekend time off without regard to seniority.

ARTICLE 10

GRIEVANCE PROCEDURE

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

The Employer and the Union agree that it is in the best interest of all concerned that the grievances be settled as quickly and expeditiously as possible, making every effort to settle these matters at the earliest step of the grievance procedure.

All parties agree that the question of grievances will be dealt with in a responsible manner and that the purpose and intent of this agreement will be strictly adhered to.

Section 2. An employee having a grievance in connection with his/her employment shall use the following procedure:

Step One - Informal

An employee shall first discuss the grievance with his/her immediate supervisor if the grievance is of a nature which may be remedied by the immediate supervisor. If the matter cannot be remedied by the immediate supervisor, then the grievance may be orally initiated with the Chief of Police or his/her designee. The Chief of Police retains the discretion to remand the matter to the immediate supervisor if, in the Chief's sole discretion, the matter should have been initiated with the immediate supervisor.

The employee may have the Union steward present at this step. The immediate supervisor, Chief of Police or his/her designee, shall give the employee an answer within seven (7) calendar days.

Step Two - Written Procedure

If the grievance is not satisfactorily resolved at the informal step, the grievance shall be reduced to writing on forms provided by the Union and submitted to the Chief of Police or his designee, within five (5) calendar days after receipt of the answer in the informal step. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, state the contention of the employee(s) and/or the Union, and indicate the relief requested. Within ten (10) calendar days, the Chief of Police or his designee, shall provide the aggrieved employee(s) with the written response to the grievance.

Step Three

If the answer of the Chief is not satisfactory, the employee or steward may submit a written appeal to the City Manager indicating the reasons the written answer of the Chief was unsatisfactory. Said appeal is to be submitted within ten (10) calendar days after the date the written response from the Chief of Police was due. The City Manager, or his/her designee, within ten (10) calendar days, shall answer the grievance in writing. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this agreement.

Step Four (Optional)

With the mutual agreement of both parties, any grievance may be submitted to the Michigan Employment Relations Commission for purposes of grievance mediation in advance of proceeding to arbitration.

Step Five - Arbitration

The Union Representative or the Employer may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within fifteen (15) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service (FMCS) requesting that an arbitrator be selected with assistance and under the rules of the FMCS.

- (a) Powers of the Arbitrator. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, nor to rule on any matter except while this agreement is in full force

and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

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

- (b) Arbitration Rules. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the bargaining unit, the Employer, and on all bargaining unit employees. The bargaining unit will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in an appeal to any court or labor board, from an arbitrator's decision.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received, unless the employee is required to reimburse such compensation.

The parties understand and agree that in making this agreement, they have resolved for its term, all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretations of application of the matters which are specifically covered in this agreement and which are not excluded from arbitration.

Section 3. Grievance Procedure Rules. (a) Grievances are limited to matters of interpretation or application of provisions of this agreement.

- (b) All written grievances must be signed and dated by the aggrieved employee and his/her steward, and name the articles that are being violated. All grievances must be filed within fifteen (15) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. In the event an employee is not available due to circumstances beyond his/her control, the steward may sign and file a grievance on the employee's behalf.

- (c) If the Union or an employee fails to advance a grievance within the specified time limits, the grievance shall be deemed settled on the basis of the Employer's last answer.
- (d) If both the steward and alternate are absent due to approved vacations at the time a grievance arises, the time limits will not begin until one of them returns, provided the employee's supervisor has been made aware of his/her intent to grieve within the five (5) day requirement.
- (e) An employee wishing to discuss and/or process a grievance with the steward during the employee's working hours, must first obtain permission from his/her supervisor. Such permission shall not be unreasonably withheld. The employee will be allowed a reasonable amount of time during regular work hours to discuss and process his/her grievance consistent with operational needs.
- (f) The aggrieved employee may be required to attend any meeting relating to his/her grievance.
- (g) If the Employer fails to answer a grievance within the specified time limits, the Union may move the grievance to the next step of the grievance procedure.
- (h) The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against the City of Grand Blanc, or unless the Employer alters the existing retirement or insurance plan during the course of this agreement.
- (i) The time limits may be extended at any step of the grievance procedure by mutual written agreement.

ARTICLE 11

SPECIAL CONFERENCES

Section 1. The City of Grand Blanc and the Union agree to meet and confer on matters of clarification of the terms of this agreement and/or other important employment matters upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting.

Section 2. Special conferences shall be scheduled within ten (10) days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties.

Section 3. No more than two (2) representatives of either party, one which shall be the Chief of Police from the Employer, and a steward or official from the Union, may attend the special conference, three (3) parties each in the event the Union requests an outside official other than a steward. The respective parties shall have the sole authority in selecting delegates to the special conference.

ARTICLE 12

SENIORITY

Section 1. A regular full-time employee's seniority shall date beginning the date of the most recent swearing in. Part-time, contingent, call-in or reserve officers shall not accumulate seniority, nor have any rights or benefits under this agreement. An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this agreement.

Section 2. Employees sworn in on the same day will have their seniority established by a lottery drawing. The first name drawn will be on the seniority list before others sworn in on the same day, the second name drawn will follow the first, etc.

Section 3. Seniority does not accumulate when an employee is off for more than one (1) month on a non-paid leave of absence, except on sick leave or paid vacation leave, unless expressly provided for in this agreement.

Section 4. Seniority List Posting. A seniority list shall be maintained in the sergeant's office with an updated copy provided to the steward, on request, each time a new employee is added.

Section 5. Loss of Seniority. An employee's seniority and employment shall terminate if:

- (a) The employee quits;
- (b) The employee is discharged; or
- (c) The employee fails to return to work within five (5) working days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address; or
- (d) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee; or
- (e) The employee gives a fraudulent reason in requesting a leave of absence or engages in other employment during such leave of absence without prior approval; or
- (f) A monetary settlement with the employee has been made for total disability, including any redemption of liability pursuant to the provisions of the Workers' Disability Compensation Act; or
- (g) The employee is retired; or

- (h) The employee is laid off for a continuous period exceeding the length of his/her employment or twelve (12) calendar months, whichever occurs sooner; or
- (i) The employee fraudulently enters pertinent information on his/her application for employment or any official report; or
- (j) He/she is convicted or pleads guilty to a felony, O.U.I.L., reckless driving, theft, assault, criminal sexual conduct, or criminal weapons violation. Other crimes may be cause to terminate an employee's seniority and employment, dependent upon attendant circumstances; or
- (k) The employee is absent from work for three (3) scheduled working days without properly notifying the Employer; or
- (l) If the employee fails to maintain his/her M.C.O.L.E.S. certification.

Section 6. Returns to the Bargaining Unit. (a) That during the probationary period or any extensions thereto following a promotion to the command officers bargaining unit from patrol, the employee may return to the patrol officers bargaining unit, either at their own volition or by demotion, without any loss of patrol bargaining unit seniority.

(b) After the probationary period is completed, the command officer may return to the patrol officers bargaining unit as a result of a layoff from the command officers bargaining unit, upon mutual consent of the command officer and the Chief of Police, or as the result of a demotion for reasons constituting just cause. If returned to the patrol officers bargaining unit, the officer shall retain his or her departmental seniority for purposes of retirement, vacation accrual, longevity and wages. The employee shall re-establish his/her patrol bargaining unit seniority (without any accumulation outside the patrol bargaining unit) which may be used for all other purposes.

(c) Any return of a command officer to the patrol bargaining unit shall not result in any increased pension costs to patrol officers.

Section 7. Probationary Period. Every new employee shall be required to serve a twelve (12) month probationary period during which, at specified intervals, the employee's work performance shall be evaluated by his/her supervisor. The probationary period shall start on the employee's date of hire. Such probationary period may be extended at the Employer's sole discretion, for an additional length of time up to and including a maximum of six (6) months in order to allow the probationary employee the opportunity to correct minor deficiencies in his/her work performance. Until employee has completed the probationary period, including any extensions thereof, with satisfactory rating by the Employer, the employee may be disciplined, laid off, or discharged, without cause and without resort to the grievance and arbitration procedures of this agreement.

ARTICLE 13

LAYOFF AND RECALL

Section 1. The City recognizes seniority for the purpose of layoff and recall and all layoffs will be based on departmental seniority. In the event of a layoff, the officers most recently hired will be laid off first and so on in such order. In the event of a recall, the procedure shall be reversed and the employee laid off last will be recalled first. In the event that layoffs become necessary, the City has the option to offer high seniority employees layoffs first and then layoff according to the above procedure. Seniority shall be retained by any laid off employee for a period of three (3) years or for a period of months equal to the months worked in the department before being laid off, whichever is less.

Section 2. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records, and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall return to work within seven (7) consecutive calendar days, or his/her employment shall be terminated without recourse to this agreement unless the time is extended by the Employer.

ARTICLE 14

DISCIPLINE AND DISCHARGE

Section 1. The right to discharge, suspend or discipline employees shall remain at the sole discretion of the Employer, and except that no discharge or discipline shall be made without just cause. Discharge, suspension, or discipline must be by proper written notice to the employee, and the steward if the employee requests it, and the Employer shall cite specific charges against the employee.

Section 2. In the event of a discharge or discipline, the steward shall be present upon the employee's request, and shall be allowed to discuss the discharge with the employee either on or off the premises for a period not to exceed one (1) hour with pay for the steward if during the steward's duty time.

Section 3. Should the discharged, suspended or disciplined employee and the bargaining unit consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the bargaining unit to the City.

Section 4. It is understood by the parties that disciplinary actions are intended to be corrective in concept, rather than punitive. To this end, it is intended that such actions will be the amount deemed necessary to correct an employee. Disciplinary action shall be based on the Employer's discretion, and dependent upon attendant circumstances. In instances of minor offenses, such action shall be progressive in nature.

In determining the degree of discipline, the following procedure shall apply:

1. There are three types of disciplinary actions that may be utilized depending upon the seriousness of the offense;
 - (a) Written reprimand
 - (b) Suspension
 - (c) Dismissal
2. Any of the above procedures for discipline may be waived by the City, depending upon the seriousness of the offense.
3. Written reprimands shall not be considered for progressive discipline after two (2) years and shall be removed from the personnel file after two (2) years provided there has been no repeated offense.
4. Suspensions will remain in the personnel file for a period of three (3) years, and will be removed providing there have been no repeat offenses. When mutually agreeable between the employee and the Employer, a suspended employee may work an equivalent number of pass days without pay rather than lose pay by being off during normally scheduled work days. Denial of this provision will not be subject to the grievance procedure.
5. The degree of discipline entered in an employee's personnel file shall be considered confidential and shall not be made public by the Employer except under subpoena or by written request of the employee affected or as provided under the Bullard-Plawecki Employee Right to Know Act #397 Public Acts of 1978.

Section 5. Suspension. In the event an employee is suspended he/she shall be taken off the payroll.

In all cases, an officer relieved from his/her duty shall immediately surrender his/her badge, City provided weapon, departmental identification and building key to the officer relieving him/her from duty.

Section 6. Inactivation. Inactivation means that an employee may be taken off active duty up to thirty (30) days, with an additional thirty (30) days (total of sixty (60) days) within the Chief's discretion, and upon written reasons provided to the Union (employee shall remain on payroll during inactivation).

Section 7. In the event an employee is involved in an incident that results in his/her being investigated for criminal prosecution, the Employer will not use the threat of discipline to force the employee to make a statement to be used against him/her in such prosecution. In the event the employee agrees to make a statement or discuss the incident with an investigator, he/she shall have the opportunity to have a representative of his/her choosing present.

ARTICLE 15

MEDICAL, MENTAL AND PHYSICAL EXAMINATIONS

Section 1. In the interest of public safety, health requirements and compliance with departmental rules and regulations, the City may require any employee to take a complete physical and/or mental examination. When the appointment for such an examination is during an employee's regularly scheduled work hours, he/she will receive straight-time compensation for those hours. The cost of said examination will be borne by the City. The results of said examination shall be furnished to the employee and collected by the City and maintained in a separate medical file which shall be treated as a confidential medical record.

In the event the Union disagrees with the opinion of the physician selected by the City, the Union and City shall mutually select a second physician who shall re-examine the employee. The expenses of the second doctor shall be borne equally by the Union and the City. In all cases, the Union reserves the right to submit medical information obtained by a physician of its own choosing and the City shall consider same in all applicable decisions affecting employee in question. However, the City reserves the right to base its decisions on any/all the medical information presented.

Section 2. Employees must obtain, attend, participate and cooperate with any Employer required examination at the appointed time unless a justifiable reason is given for being unable to do so, in which event the City will reschedule the examination. Failure of the employee to obtain said examination as required will result in an automatic suspension of the employee, without pay, until such time as the employee obtains said examination.

Section 3. If an employee has suffered an illness or injury which prevents him/her from working three (3) or more of his/her regularly scheduled days or establishes a pattern of consistently missing his/her scheduled work days, the employee will be required to take such physical or other health related examinations as may be requested by the City. The City shall pay for such examinations. The City may schedule examinations as soon as possible.

ARTICLE 16

WORK RULES AND DEPARTMENTAL REGULATIONS

Section 1. The City may prepare, issue and enforce rules, departmental regulations and safety regulations necessary for the safe, orderly and efficient operation of the police department.

Section 2. All employees shall be subject to the rules and regulations and policy and procedure of the City of Grand Blanc Police Department.

Section 3. At least ten (10) days prior to distribution of new or revised rules and regulations or policy and procedure, the proposed rule, regulation, policy or procedure will be fully explained to the steward, or alternate in steward's absence, and he/she will be afforded an opportunity for

input. This provision may be disregarded if there is an urgent need to implement the rule, regulation, policy or procedure, and the steward is not readily available.

Section 4. Any unresolved complaint as to the unreasonableness of a new or existing rule and regulation or policy and procedure, or any complaint involving discrimination of the application of the new or existing rules and regulations or policy and procedure, shall be resolved through the grievance procedure.

Section 5. Unless otherwise agreed in writing, any rule and regulation or policy and procedure in dispute shall be adhered to by members of the bargaining unit until a contrary resolution is reached.

ARTICLE 17

DRUG AND ALCOHOL POLICY

Section 1. The City of Grand Blanc's drug and alcohol policy as adopted by the Grand Blanc City Council on June 13, 1990, revised August 2000 (four (4) pages), is incorporated hereto and made a part of this agreement.

Section 2. Responsibility of the Parties. The parties mutually recognize drug and alcohol abuse as a potential health, safety and security problem. Both parties are further committed to provide a drug-free healthful, safe and secure work environment for all of its employees.

The parties recognize the implementation of the City's drug and alcohol policy as a management right and, therefore, the City shall be responsible for the implementation of the policy, including, but not limited to, testing and employee confidentiality. The parties further understand and agree, however, that the Union's responsibility as it relates to the above drug and alcohol policy is limited to representing its employees in wages, hours, terms and conditions of employment.

ARTICLE 18

WAGES AND FRINGE BENEFITS

Section 1. Wages. Wages and salary schedule attached hereto as Appendix A.

Section 2. Eligibility. Only full-time employees are entitled to participate in the City's fringe benefit program except as required by law for social security and workers' compensation coverage and life insurance provided in Section 3.

Section 3. Life Insurance and Accidental Death and Dismemberment. A fifty thousand (\$50,000) dollar term life insurance policy is provided by the City for each full-time and part-time employee. This policy also includes up to fifty thousand (\$50,000) dollars in accidental death and dismemberment coverage. This coverage shall become effective not later than thirty-one (31) days from the date of hire.

Section 4. Hospitalization, Vision and Dental Insurance. (a) The City shall provide all full-time current and future employees and dependents, as defined by the carrier, with medical coverage including hospitalization coverage under the Blue Care Network HMO plan, which includes a co-pay prescription rider, effective upon completion of ninety (90) days of employment.

(b) The City provides a vision and dental care policy for each full-time employee and dependents, as defined by the carrier. Vision and dental coverage becomes effective on the first day of the month following three (3) months of continuous full-time employment. Dental coverage is as follows:

Class 1 Benefits	-	100% Preventative, Diagnostic, Palliative 90% Radiographs and balance of Class 1 benefits
Class 2 Benefits	-	50%
Class 3 Benefits	-	50%

The maximum contract benefits for Class 1 and Class 2 is \$1,000 per person per contract year. Class 3 benefits shall not exceed a lifetime maximum of \$1,000 per person.

(c) Health Care Insurance – Employee Premium Sharing. The parties mutually agree to fully comply with the health care insurance premium sharing requirements of P.A. 152 on a fair and equitable basis. Accordingly, effective June 1, 2013, the parties have agreed to allocate the employees' premium sharing obligations in a manner consistent with the attached worksheet (Exhibit A). Each employee's health care insurance premium contribution shall be deducted from his/her paycheck on a pre-tax basis pursuant to a Section 125 plan.

Beginning October 1, 2013, the City shall provide employees with a Flexible Spending Account (FSA) plan option.

(d) The City reserves the right to contract with the insurance carrier of its choice, so long as any change in carriers does not result in reduction of the benefit levels to its employees.

(e) Preceding any change in insurance carrier(s), the City shall schedule a meeting at which time a representative of the proposed insurance carrier will describe and discuss the company's benefit levels, claims and reimbursement procedures, and all other pertinent information. This meeting shall be held at City Hall or the Police Department. Subsequent to this meeting, but prior to any change in insurance carrier(s), the City shall meet and discuss the issue with representatives of the bargaining unit.

(f) In the event of death of the employee, the spouse and dependents can elect to continue coverage under the City's group plan at the spouse's and/or dependent's cost, pursuant to COBRA.

Section 5. Disability Insurance. The City provides a short term disability insurance program that begins after the 8th day of sickness or injury. The program will pay sixty percent (60%) of

salary, up to \$850.00 per week, for the duration of 26 weeks, for a sickness or injury not incurred on the job. Disability will be as determined and monitored by a physician. The City will provide a long term disability insurance program to begin after the 26 weeks of short term disability has been exhausted. The long term disability benefit will pay 60% of an employee's pre-disability income, up to a maximum of \$3,500 per month.

Section 6. Non-Duplication of Benefits Option. An employee who is entitled to health care benefits under any employee insurance plan or Employer self-insurance plan which provides benefits similar to or identical to this agreement, shall have the option of receiving deferred compensation in lieu of the City's health care benefits.

Upon appropriate certification that the employee has health care benefits coverage through their spouse, the City will contribute one hundred ten dollars (\$110.00) per pay period to that employee's City deferred compensation plan. The parties understand that such compensation contributions are subject to applicable withholdings, if any. At any time an employee elects to re-enroll in the City's hospitalization benefit program, the City will no longer contribute such compensation to the employee.

An employee choosing the compensation in lieu of the City's provided health and hospitalization benefits shall have the opportunity to re-enter the City's health and hospitalization benefit coverage subject to the following:

1. An employee who waives the right to City health care coverage, but continues to have coverage under another health care program, may return to the City program only at the annual contract re-opening.
2. If an employee has waived City coverage due to the fact that he/she is covered by his/her spouse, and that coverage becomes no longer available (due to layoff or termination of spouse, divorce, etc.), the employee may re-enter the City's program at the time coverage is lost. He/she must satisfy the insurance company's requirement that there has been a legitimate loss of coverage.

Section 7. Paid Holidays.

New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Martin Luther King's	Day Christmas Eve Day
Birthday Good Friday	Christmas Day
Memorial Day	New Year's Eve Day
Independence Day	Veteran's Day
Labor Day	

The above named days are declared holidays by the City. Employees working any of the above days will be paid at the rate of time and one-half (1 ½). In addition, full-time employees shall receive one (1) compensation hour for each hour worked on a holiday.

Employees not scheduled to work shall receive eight (8) hours pay at their regular rate. Holiday pay will only be paid if the employee's shift starts on the holiday. Employees on vacation, or bereavement leave shall receive eight (8) hours pay at their regular rate should a holiday occur during their leave.

Section 8. Employee's Birthday. The employee's birthday is a straight eight (8) hours. A comp-day with no payment of overtime can be used if scheduled to work. If not scheduled to work, the employee may take the comp-day at a later date.

Section 9. Vacations. (a) Employees shall be entitled to vacation time as follows:

- Eighty (80) hours after one (1) year
- One hundred twenty (120) hours after five (5) years
- One hundred sixty (160) hours after ten (10) years
- Two hundred (200) hours after fifteen (15) years

New hire employees will be eligible to receive the following vacation time during the first year of employment based on hire date.

- a. Start date of January – April – After successful completion of FTO – employee is given 5 days (40 Hours) in vacation bank
- b. Start date of May-August - After successful completion of FTO – employee is given 2 days (16 Hours) in vacation bank
- c. Start date of September to December – No vacation time given – Except as provided for in Section 9(a).

Vacation time will be given in January of each year based on years of service completed within that year.

(b) Employees will be given the opportunity to sign up for vacation during the period from when the new schedule is posted to the 14th day of January. After which time, vacations will be scheduled on a first come first serve basis, subject to the staffing requirements of the City, and shall be submitted to the Chief of Police or his/her designee for approval, at least fourteen (14) days in advance of the date requested. Each employee shall receive a written disposition of his/her vacation request within seven (7) days. Vacation days that have been pre-approved, will take precedence over personal and comp days. Approved vacation time will only be canceled or changed if the needs of the Department require such cancellation or change.

An employee who re-bids his/her shift selection pursuant to Article 9, Section 1 shall re-bid his/her vacation to be scheduled in a manner which does not impair City operations or increase overtime costs. An employee re-bidding for vacation shall not be permitted to impact or negate previously scheduled and approved vacation time for any other employee. If, however, an employee is mandated by the City to re-bid and move shifts, that employee's pre-approved vacation shall not be denied.

(c) All vacation time shall normally be taken between January 1st and December 31st. Up to one (1) week of unused vacation time can be carried over into the new calendar year, with the written approval of the Chief of Police, but must be used in that year.

(d) Vacation time will be paid at the employee's current hourly base rate. The time during which an employee is on vacation will be counted as time worked for purposes of all benefits.

Section 10. Longevity. (a) A longevity payment shall be made annually to each eligible employee on the pay day for the pay period in which his/her anniversary falls (not to be included in his/her base salary), under the following schedule:

Five (5) years	-	\$1,200
Seven (7) years	-	\$1,450
Ten (10) years	-	\$1,700
Fifteen (15) years	-	\$1,950
Twenty (20) years	-	\$2,200
Twenty-five (25) years	-	\$2,450

An employee who dies or retires before his/her anniversary date shall be entitled to a pro-rata share of his/her longevity payment. The longevity provision is closed to employees hired on or after May 11, 2022.

Section 11. Severance Pay. Payment will be made only if the person's job is eliminated by the City. It shall be based on hours of pay depending on date of service.

During first two (2) years	-	24 hours
After 2nd year completed	-	40 hours
After 3rd year completed	-	80 hours
After 4th year completed	-	120 hours
After 5th year completed	-	160 hours
More than five (5) full years	-	160 hours

Section 12. Sick Days. Full-time employees earn eight (8) hours of sick leave per month. Sick days are to be used only for actual illness. Sick days may be accumulated up to a maximum of three hundred twenty (320) hours. After reaching the cap, employees may continue to accumulate eight (8) hours per month through the calendar year. In January, after the year has been closed, thirty-three and one-third percent (33 1/3%) of these accrued hours will be paid.

At retirement, as defined in Article 18, the City will pay fifty percent (50%) of any accumulated, but unused sick days, up to a maximum payout of two hundred eight (208) hours.

Section 13. Personal Business Days. After one (1) year of employment, each full-time employee will be granted 56 hours per calendar year to be used for personal business, provided, however, that for the period from the first anniversary date of employment through December 31 of that year an employee's personal business days shall be calculated on the basis of thirty-three percent (33%) for each full or fractional month of service to the nearest whole or half days.

The request for a personal business day must be made in writing to the Department Head or his/her designee at least twenty-four (24) hours prior to the requested date unless excused. A personal business day will not be approved if it would create a shortage of manpower. A personal business day may create overtime.

Up to forty (40) hours of unused personal business time will be paid in the month of January at the current base rate. There shall be no accumulation of personal leave days beyond the end of the current calendar year.

Section 14. Retirement. (a) Pension. (Employees hired before February 1, 2016) The City shall provide all eligible officers hired before February 1, 2016, with the following retirement plan: Michigan Municipal Employee's Retirement System (MERS), with B-4 and F 50 retirement eligibility, which provide respectively for retirement benefit defined as two and one-half percent (2 ½%) of final average compensation for each year of service, up to a maximum of eighty percent (80%) of final average compensation, and full benefit eligibility at age fifty (50) with twenty-five (25) or more years accredited service, with final average compensation being the annual average of the best five (5) of the last ten (10) years' wages. Employees participating in the MERS pension plan and who are promoted into the City's Police Command unit shall have the option to transfer into the Command unit's MERS pension plan in accordance with applicable MERS rules.

The MERS retirement benefit shall be subject to the following contribution obligations effective upon the City's bonding of unfunded pension liabilities (prior contribution obligations maintained until bonding is complete):

1. The City shall make contributions to the MERS retirement plan equal to the difference between the required MERS contribution and the employee's contribution rate identified in paragraph 2 below.
2. Individual members shall make contributions to the MERS retirement plan in an amount equal to five percent (5%) of pretax wages.

(b) Defined Contribution Plan (Employees hired on or after February 1, 2016) Employees who enter the bargaining unit on or after February 1, 2016, shall receive benefits under a defined contribution plan (401a). Employees shall contribute a mandatory five percent (5%) of pretax wages to the defined contribution plan. The Employer shall contribute ten percent (10%) of an employee's pretax wages to the defined contribution plan, with employer contributions to vest after three years. To the extent consistent with the provisions of this Agreement, the terms of formal defined contribution plan documents shall control.

(c) Optimum Retiree Benefits – Full Retirement. Any full time officer of the City hired before 8/15/08 who has attained the age of 50 and has 25 years of continuous employment with the City is eligible to receive the following fringe benefits upon retirement:

1. Blue Care Network HMO insurance plan with co-pay prescription rider.
2. Vision Care Plan.
3. A Dental Care Plan.

The retirement fringe benefit package is provided to each officer and spouse only (dependent coverage may be added at the officer's expense). In the event of the death of the retired officer, the spouse will continue to receive the fringe benefit package until he/she remarries.

Any officer of the City hired after 8/15/08 who has attained the age of 50 and has 25 years of continuous employment with the City shall receive only the Blue Care Network HMO Insurance Plan with co-pay prescription rider upon retirement.

(d) Partial Benefit Option – Early Retirement. A full-time officer who has attained the age of fifty (50), but has only twenty (20) years of continuous service, may still elect to retire, however,

the City will pay health care benefits at a rate that is reduced for each year of service less than twenty-five (25) as outlined below:

<u>Years of Service</u>	x	<u>4%</u>	=	<u>Premium % Paid by City</u>
25		4%		100%
24		4%		96%
23		4%		92%
22		4%		88%
21		4%		84%
20		4%		80%

The officer will be responsible for paying the premium percentage not covered by the City. Retirees hired before 8/15/08 may purchase the City's term life insurance plan, and/or dental plan, at the City's group rate. If the retiree receives medical benefits from another source, the retiree may elect to waive the City's retirement medical insurance benefit, and instead opt for the City to pay for life insurance and dental plans. (The City will pay for the replacement benefits at the same percentage level that the retiree would have received for the medical insurance benefit.)

A full-time officer who has attained the age of 50 and who has ten (10) years, but less than twenty (20) years of continuous service, may still elect to retire, however, the employee will pay 100% of the premium of the group rate for health care benefits. This provision is subject to and conditioned upon the applicable health care insurance provider's rules, regulations and approval.

(e) Coordination of Benefits with Medicare. Upon the retirement of an officer hired before 8/15/08 and his/her spouse separately reaching Medicare eligibility age, the officer and spouse shall each apply for Medicare health benefits. Once Medicare eligible, the City's health care coverage will become secondary to the retiree's and/or spouse's Medicare coverage, unless the spouse has health care coverage from his/her own employment. In such case, the spouse's health care coverage will be the primary carrier for the spouse.

Upon the retirement of an officer hired after 8/15/08 and his/her spouse separately reaching Medicare eligibility age, the officer and spouse shall each apply for Medicare health benefits, at which time Medicare shall become the officer's exclusive benefit, and City provided benefits shall discontinue.

(f) Payment in Lieu of Retiree Benefits. On the date of retirement, an officer may already be covered under the health insurance plan of his/her spouse, and may be enjoying the City's non-duplication of benefits option. For these officers, the City will grant a one-time alternative lump sum cash option of \$10,000.00.

To be eligible for the lump sum payment, prior to the officer's last day of work, the officer must provide appropriate certification that he/she is covered under health care benefits through another program. In addition, the officer must sign a waiver of entitlement to all future health care benefits. Once a retiree is dropped from the City's policy, he/she will not be reinstated.

Section 15. Funeral/Bereavement Leave. Upon the death of a family member, a full-time employee shall notify the Chief of Police of the need for funeral leave. Funeral leave is granted solely for the purpose of making funeral arrangements, attending funeral home visitation and memorial services and supporting bereaved family members. Five (5) working days will be allowed for the death of the spouse, parent, grandparent, child, brother, sister, or spouse's parent. Three (3) working days will be allowed for the current spouse's brother, sister or grandparent.

Section 16. Tuition Reimbursement. The City will reimburse each employee up to one thousand (\$1,000.00) dollars per contract year for job related courses as pre-determined and pre-approved by the City. The employee must produce a paid tuition invoice and transcript proving a grade of "C" or better. This provision shall apply to payment of tuition only.

Section 17. Equipment Allowance. Each full-time employee shall receive a \$400.00 equipment allowance which is to be used for cleaning and maintaining weapons and other employee purchased, job related equipment. The equipment allowance will be paid during the first payroll period of June.

Section 18. Duty Weapons. The City agrees to provide each officer with a duty weapon to be selected by the City.

Section 19. Training Pay. Training is recognized as an essential element in a police officer's continued employment. The City shall furnish the officer with training on a regular basis. This training can be, but not limited to: LETN (roll call training), firearms qualification, academy programs and specialty seminars. Training which is acquired while on a scheduled shift, will be considered as part of that officer's shift, being paid as same. Training acquired while the officer is scheduled off, will be considered as overtime and paid as such.

As time is needed to relay information or special training to the employees of the Police Department, departmental meetings will be scheduled with the times posted on the bulletin board. Those officers not scheduled to work during these meetings will be paid an overtime wage. No pay will be paid to employees who do not attend the meetings.

Department meetings specially scheduled will be mandatory. Failure to attend will result in disciplinary action unless a written explanation, satisfactory to the Chief is provided.

Section 20. Non-Required Training. With approval of the Chief of Police, an employee may be enrolled for training, at the employee's request. Such training will be at the employee's expense and on the employee's own time, with no obligation to the City for enrollment fees or for any other compensation.

Section 21. Jury Duty. Employees shall be granted leave of absence when they are required to report for jury duty. The employee will be paid the difference between any jury duty compensation received and his/her regular wages for the time spent in jury service. In order to receive payment, an employee must give the City prior notice of summons for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Section 22. Liability Insurance. The City has a liability and false arrest insurance policy for the protection of the City and its employees. The City will provide legal services to defend any lawsuits or alleged criminal actions arising out of the proper performance of an employee's job duties. The City shall notify the employee, in writing, if the insurance carrier declines to represent the employee. However, the City at its own expense, will then provide legal services to defend such lawsuits. Should the employee retain his/her own separate counsel, he/she assumes the cost of same.

Section 23. Uniform Cleaning. Each full-time employee will be issued three (3) full dress uniforms for each season. The City will provide for cleaning, replacement and maintenance of the uniforms. The uniforms are the property of the City and should be treated as such. The City will cover the cost of cleaning three (3) shirts and three (3) pants per week for detectives; additional cleaning may be permitted at the discretion of the Chief of Police.

Section 24. Field Training Officers, Range and Training Officers. Officers assigned to training shall receive their regular rate of pay while performing these duties in lieu of their regular assignments. In such case, Article 8, Section 4 concerning payment of overtime shall not be applicable unless such scheduled time would cause the employee to work more than eight (80) hours in a pay period. In addition to the officer's regular rate of pay, a Field Training Officer shall receive one (1) hour additional pay at time and one-half (1 ½) for each day that the officer is actively training, and one (1) additional compensatory day for each week that the officer is actively training.

Officers assigned to the shooting range or to the training of other officers, shall receive their regular rate of pay while performing the duties in lieu of their regular assignments.

Section 25. An employee who is on workers' compensation leave shall be allowed to accrue vacation, sick and personal time off.

Section 26. Voluntary Life Insurance. Employees are eligible to enroll in a voluntary life insurance program through Madison National Life Insurance Company. Premiums are dependent on the age of the employee and/or spouse, and the amount of coverage requested. Premiums are deducted from the employee's paycheck during the second pay of every month.

Section 27. Employee Assistance Program (EAP). Employees and their families are eligible for the City of Grand Blanc's Employee Assistance Program. The EAP is an employee benefit that offers counseling and referral services to employees and their eligible dependents. Employees and/or family members with personal problems, i.e., drugs, alcohol, marital issues, financial difficulties, mental health and legal problems, are urged to seek assistance from the EAP. The voluntary participation of an employee in the EAP program is not reported to the City of Grand Blanc.

Section 28. Fitness Membership. All patrol union members will be eligible to receive a \$10 per month (or the amount of the classic monthly membership) reimbursement for a Planet Fitness Membership.

ARTICLE 19

SAFETY AND ACCIDENT PREVENTION

The parties to this agreement recognize that accidents produce economic and social loss and that every employee is entitled to a safe and healthful place in which to work. The City, under the Michigan Occupational Safety and Health Act (MIOSHA), is required to maintain, for its personnel, a work environment free from recognized hazards which cause, or are likely to cause, death or serious physical harm.

Each employee is expected to observe safety regulations, report unsafe conditions to his/her immediate supervisor, wear appropriate clothing, keep work areas clean, work safely at all times, avoid horseplay, and use appropriate safety equipment provided by the City.

Accident prevention is good business and by working together accidents can be prevented. Failure to comply with posted safety regulations shall result in disciplinary action.

ARTICLE 20

MISCELLANEOUS

Section 1. Volunteer Fire Service. An employee who, as a member of the Grand Blanc Fire Department, is requested to respond to a serious emergency as a firefighter by the acting head of the Fire Department, shall be allowed to miss or leave work within the restrictions established in this section. The employee shall not forfeit any wages, compensation time, personal time, or vacation time whether the emergency is inside or outside the City. If the employee is not at work at the onset of the emergency, but will be likely to miss part or all of the scheduled shift, the acting head of the Fire Department shall notify the Police Department shift supervisor of the emergency and of the need for continued assistance by the employee. If the employee is requested to assist during the shift, he/she shall not report for emergency duty until released by the shift supervisor who will assure that adequate police coverage of the City is maintained.

Section 2. Use of Facility. Upon approval of the Chief of Police or his designated representative, the Association may schedule and conduct its meetings of Association members (who are not on duty) on City property. It is understood that such meetings shall not disrupt the duties of employees or the efficient operation of the Department.

Section 3. Contract Copies. The Employer agrees to provide each covered bargaining unit member with a printed copy of this agreement within sixty (60) days of the signature date.

Section 4. Payroll Deductions. Upon request from an employee, the City will deduct from an employee's salary contributions to any of the following:

1. Individual Retirement Account
2. I.C.M.A. Deferred Compensation Plan
3. Union Dues or Service Fee

4. Credit union
5. Grand Blanc Police Association
6. Voluntary life insurance

An employee who is interested should contact the payroll department for further information. All payroll deductions requested by an employee shall be made in twenty-six (26) equal installments throughout the course of the year.

Section 5. Outside Employment. (a) Any outside employment undertaken should in no way deter an individual from satisfactorily performing his/her duties as a City employee.

(b) The number of working hours involved and the type of work to be performed shall be considered in determining whether this outside employment will conflict with the requirements demanded by the employee's position with the City.

(c) The Department Head or his/her designee is to make the decision regarding the feasibility of allowing the employee to indulge or continue in the outside employment. Requests for authorization to obtain outside employment will be submitted in writing, through the Chain of Command, to the Department Head.

Section 6. Bulletin Boards. (a) The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

1. Notices of Union meetings.
2. Notices of Union elections and the results where they pertain to the Employer's employees.
3. Notices of Union recreational and social events.
4. Other notices concerning Union affairs which are not political or controversial in nature.

(b) It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

(c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

(d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, or the City's officers, agents, supervisors, employees, departments, or subdivisions, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

(e) There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices or any kind of literature upon the Employer's premises other than as herein provided.

Section 7. Residency. All employees are to live within thirty (30) miles of the nearest Grand Blanc City limits. Exceptions to this requirement may be considered by the City Manager, with approval of City Council. Such exceptions will be made within the sole discretion of the City, and based on the circumstances presented by the individual employee. If the employee requires a take home vehicle, Police Chief has discretion to alter the use of take-home vehicle.

Section 8. Employee Information Update. An employee is expected to notify the personnel department and Department Head regarding any change in employee information. This includes address, telephone number, marital status, person to be notified in case of an emergency, number of dependents, pregnancy, education, work certificates, health problems or disabilities and beneficiaries.

Failure to update these items could result in loss or delay of certain fringe benefits.

Section 9. Payroll. A pay period is fourteen (14) days long. If a regular payday falls during a vacation, an employee may receive his/her check before going on vacation. A written request must be received in the payroll department by the pay-end date of the previous payroll period. All wages shall be paid to employees through direct deposit in lieu of paper paychecks.

Section 10. Non-Discrimination. The City of Grand Blanc shall not discriminate against a person on the basis of race, sex, color, religion, national origin, age or handicap status.

Section 11. Emergency Manager. The parties acknowledge the legal requirements of applicable emergency manager laws.

Section 12. Detective Automobile. Upon any future detective vacancy, contract shall reopen to discuss automobile use and detective wage rate.

ARTICLE 21

LEAVES OF ABSENCE

Section 1. Military Leave. Whenever full-time employees who are members of the Armed Services, Reserve or National Guard are called to active duty, they are entitled to a leave of absence, in addition to their annual vacation leave, from their respective duties during the time they are engaged in active duty for training, or when said employee is called to extended active duty pursuant to order of the Federal Government or Governor of the State.

Active duty training leave shall not exceed two (2) calendar weeks exclusive of travel. A copy of the orders shall be submitted to the City Manager within five (5) days after receipt, but prior to departure.

The City agrees to pay the difference between the employee's base wages and that of the Military if such service would require the employee to suffer a monetary loss, for a period not to exceed six (6) months in duration. Payment will be made to the employee after a certified copy of the military pay voucher has been received by the City.

Full-time employees who are called for a physical examination by the Armed Services are to be granted pay for the day of the examination.

Full-time employees who are inducted into the Armed Services of the United States, or are called to extended active duty, shall upon completion of such service with an honorable discharge, be reinstated to their former position or to a position of like seniority status and pay. The length of service with the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement. The employee must still be mentally and physically qualified to perform the duties of their former position. Re-employment must be requested within ninety (90) days subsequent to such discharge, other than a dishonorable discharge.

Section 2. Medical Leave. In the event of a non-work related illness or medical condition necessitating a prolonged absence from work, the City may grant a medical leave of absence, if the employee has used all available sick days. Any employee who has completed six (6) months of service, will be eligible for a leave of absence up to a maximum of twenty-six (26) weeks, for reasons satisfactory to the City, including documentation from the physician. Employees must submit doctor statements regarding the commencement of the leave period, the nature of the illness and expected return to work date.

All employees on a non-work related medical leave of absence may be eligible for the City's disability insurance programs. Under the short term disability program, an employee may be eligible to receive 60% of their salary, up to \$850.00 per week for twenty-six (26) weeks starting with the eighth (8th) calendar day of the reported date of the disability. A long term disability insurance program may begin after the twenty-six (26) weeks of short term disability insurance benefits have been exhausted. Employees will be required to apply their remaining sick days to the eight (8) day waiting period.

If an employee's leave is due to a medical disability, the employee shall continue to accrue vacation leave, sick days, personal days, seniority and participation in the pension program for a period of up to six (6) months. Upon return from medical leave, the employee must submit a written statement from his/her physician before reinstatement. The statement must verify that the employee is able to perform normal job duties and specify restrictions, if any. The duration of the disability leave will be based upon the employee's ability to perform his/her normal duties without endangering their safety. Light duty or temporary assignments are available, if necessary.

If an employee's leave is due to a medical disability, the City shall continue to provide for the employee's insurance benefits during the approved period of leave.

Section 3. General Leave of Absence. Employees shall be eligible to apply for leaves of absence after one (1) year of service with the City. Leaves of absence are for employees who, in addition

to their sick days and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Employees seeking leave time that would not be covered under the workers' compensation or medical leave policies, or employees requesting additional leave time after other such leave time has been exhausted, should submit a written request for a leave of absence to the City Manager, at least ten (10) working days in advance of the start of the leave, except in emergency situations. The City Manager shall furnish written approval or denial of the request to the employee. If approved, such leave shall not exceed six (6) months in duration, and may or may not include continuation of City-paid benefits at the discretion of the City Manager. The City Manager's decision to grant, extend, or deny, with or without benefits, is not subject to contest pursuant to the parties' grievance and arbitration procedures.

An employee on an approved leave of absence shall be reinstated to his/her former position, however, failure to return to work on the date scheduled shall be cause for immediate termination.

An employee who seeks and/or obtains other employment while on such a leave of absence shall be terminated from employment effective on the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

An employee who takes a leave of absence for reasons other than disability or extended illness must pay the full premiums for insurance prior to the start of the leave.

It shall be the duty of the employee to keep the Employer notified of his/her proper address and telephone number at all times during the leave.

Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated as any other disability.

ARTICLE 22

SAVINGS CLAUSE

Section 1. If any section, sentence, clause or phrase of this agreement is for any reason held to be invalid or illegal, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this agreement or the agreement as an entirety. Both parties will reconvene to negotiate that section or portion of the agreement which is found to be illegal or invalid.

Section 2. Should the City be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the City not be obligated to provide double coverage, and to escape such double payments. The City shall be permitted to cancel benefits or policies which duplicate, in whole, compulsory governmental sponsored insurance programs.

ARTICLE 23

WAIVER

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 areas 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 waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or 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 parties at the time that they negotiated or signed this agreement.

ARTICLE 24

DURATION AND TERMINATION OF AGREEMENT

Section 1. This agreement shall be effective on the 1st day of June, 2018, and shall remain in full force and effect through May 31, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this agreement shall continue in full force and effect until terminated.

Section 2. Health Care Benefit Reopener. This Agreement shall automatically reopen without the requirement of any notice on June 1, 2022, and June 1, 2023, to allow the City to update Exhibit A's PA 152 based cost sharing component only.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2022.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF GRAND BLANC

BY: 

WAYNE BEERBOWER
Business Agent

BY: 

WENDY JEAN-BUHRER
City Manager

BY: 

John Graver

BY: _____

BY: 

Nate Guigear

BY: _____

APPENDIX "A"
WAGE SCHEDULE

Year 1 – 2.5% across-the-board wage increase

Year 2 – 3% across-the-board wage increase.

Year 3 – 3% across-the-board wage increase.

	<u>6/1/2021</u>		<u>6/1/ 2022</u>		<u>6/1/2023</u>	
Start	49,910.65	23.99	51,396.18	24.71	52,938.06	25.45
1 Year	54,051.45	25.88	55,445.31	26.66	57,108.67	27.46
2 Years	58,870.13	28.30	60,629.92	29.15	62,448.82	30.02
3 Years	62,241.25	29.92	64,100.61	30.82	66,023.63	31.74
4 Years	65,612.37	31.54	67,571.30	32.49	69,598.43	33.46
5 Years	67,286.62	32.35	69306.64	33.32	71,385.84	34.32

Investigator's Pay (end of fiscal year – May)

Investigators shall receive one thousand two hundred dollars (\$1,200.00 per year for working investigations full-time for a twelve (12 month period. Investigators assigned to a rotating investigation duty or full-time investigators who leave the position shall receive a prorated investigator's pay. Employees assigned to rotating investigator duty shall receive their prorated investigator pay in accordance with City payroll policies. This only includes those investigators assigned to the position on a full-time basis or a specific rotating position. This does not include those officers who are assigned on a temporary basis.

Shift Differential

Employees that work between the hours of 7:00PM-7:00AM shall be paid a shift premium of 3% of their regular hourly wage between the hours of 7:00PM-7:00AM. The shift differential shall not be included in an employee's base wages, but shall be a separate line-item payment remitted on a payroll basis.

Lateral Transfer Process:

The City may in its sole discretion, based on but not limited to, experience, education or training, start new hire employees at any step in the wage scale.

The process will be –

New hires with 1 year of experience will start at Year 0 and move to Year 1 after successful completion of the FTO program.

New hires with 2 years of experience will start at Year 1 and move to Year 2 after successful completion of the FTO program.

New hires with 3 years of experience will start at Year 2 and move to Year 3 after successful completion of the FTO program.

New hires with 4 years of experience will start at Year 3 and move to Year 4 after successful completion of the FTO program.

New hires with 5 or more years of experience will start at Year 4 and move to Year 5 after successful completion of the FTO program.

