

AGREEMENT
BETWEEN
CITY OF VASSAR
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 2020 through June 30, 2023

PREAMBLE

THIS AGREEMENT, entered into this 1st day of July, 2020, between the City of Vassar, party of the first part, hereinafter referred to as the "City" and the Police Officers Association of Michigan, party of the second part, hereinafter referred to as the "Union."

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depends upon the City's success in establishing a proper service to the public, and

WHEREAS, the City, the City Manager, and the Administrative staff, and the employees can better attain their common objectives and discharge their common responsibilities when it is clearly understood that the City is required to bargain only in accordance with the Michigan Public Act 379, M.P.A. of 1965, and

WHEREAS, the parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the City has obligations of the citizens and taxpayers to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I
RECOGNITION

1.1: The City of Vassar hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Public Act 379 of 1965 for the duration of this Agreement for the following bargaining unit:

All regular sworn full-time police officers, corporals and sergeants, but excluding the Chief of Police and all other City employees.

1.2: Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the units for bargaining as defined in Section 1.1.

1.3: The City agrees not to negotiate for the duration of this Agreement with any other labor organizations other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1.1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

1.4: Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the City.

1.5: Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested exclusively in the Council or in the City Manager when so delegated by the Council. The exercise of judgment and discretion by the Council and its administrators not in conflict with the express terms of this Agreement shall be upheld. Nothing in this Agreement will be construed to interfere with the City's continued right to maintain an auxiliary force and to have auxiliaries perform services as directed by the City.

1.6: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 et. seq., may reject, modify, or terminate this collective bargaining agreement as provided in the Act.

1.7: Inclusion of the language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative 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 (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE II
MANAGEMENT RIGHTS CLAUSE

2.1: The City Council on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employer except such as are specifically relinquished herein are reserved to and remain vested in the City of Vassar, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to purchase the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location, and type of facilities and installation; (e) to determine the work to be performed within the bargaining unit; to determine the amount of supervision necessary; (f) to hire new employees, to assign and lay off employees, to reduce the workweek or the workday or effect, reduction in hours worked by combining layoffs and reductions in workweek or workdays; (g) to permit municipal employees not included in the bargaining unit to perform bargaining unit work; (h) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operation; to discontinue any service or method of operation; (i) to establish, change, combine, or discontinue job classifications, and to establish wage rates for any new or changed classifications; (j) to determine lunch, rest periods, and cleanup times, the starting and quitting times and the number of hours to be worked; to determine the amount of overtime, if any, to be worked; (k) to establish and change work

schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (l) to discipline, suspend, and discharge employees for cause; (m) to adopt, revise, and enforce City and departmental rules and regulations (including rules and regulations as to appearance of employees before going on duty) and to carry out cost and general improvement programs; (n) to transfer, promote, and demote employees from one classification or shift to another; (o) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work; (p) to establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement; (q) to subcontract or purchase any or all work processes or services; (r) to direct the work force and assign work; establish, change, combine or discontinue departments, and to determine the composition of the work force in any department.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitation within the rights of the City.

ARTICLE III
REPRESENTATION

3.1: The City recognizes the right of its employees to elect one (1) job Steward and one (1) Alternate for the purpose of handling contract grievances who shall be regular seniority employees of the City. The Alternate may exercise the rights of a Steward set forth in the Article only in the event the Steward is absent from work.

3.2: If it is necessary to investigate contract grievances, the Steward shall do so after his working hours. No Union activity, excluding grievance processing, shall be carried on City premises during scheduled working times, unless otherwise mutually agreed.

3.3: The City will not recognize any Steward or Alternate until his name and position have been certified in writing by the Union to the City.

3.4: Neither the Union nor any of its officers nor any Steward or Committeeman shall assume supervisory authority or advise or direct employees to disregard the instructions of supervision.

3.5: It is agreed that no Union official shall have access to or enter the City's premises without prior notification to the City Manager or his designated representative.

3.6: The job Steward and Alternate have no authority to take strike action, or any other action interrupting the City's business. The City shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken strike action, or engaged in a slowdown or work stoppage in violation of this Agreement.

ARTICLE IV
AGENCY SHOP AND DUES CHECKOFF

4.1: Employees covered by this Agreement at the time this Article becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement or to tender a service fee equivalent to the regular periodic Union dues uniformly required for membership.

4.2: Employees covered by this Agreement who are not members of the Union at the time this Article becomes effective and employee hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Article shall be required as a condition of continued employment to become members of the Union or to tender a service fee equivalent to the regular periodic Union dues uniformly require for membership for the duration of this Agreement, on or before the thirtieth (30th) day following the effective date of this Article or on or before the thirtieth (30th) day following the date on which they commenced employment within the bargaining unit, whichever date is later.

4.3: After the effective date of this Article and thereafter during the life of this Agreement, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, or, in the alternative, the Service Fee set forth in Sections 4.1 and 4.2 of this Article, provided, however, that the Union shall first present to the City a certified checkoff list consisting of a statement of the amount of the dues and/or Service Fee certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments of the Union at least thirty (30) days prior to the date on which the dues and/or service fees are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified checkoff list and authorizations and the Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City in reliance upon such certified checkoff list or authorization.

4.4: Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Union within fifteen (15) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

4.5: An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

4.6: The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of this Agreement. The City shall have no responsibility for the collection of initiation fees, fines, special assessments, or any other deduction not in accordance with this provision.

4.7: The Union shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

4.8: This Article is effective only to the extent the laws of the State of Michigan permit. In the event that this Article is challenged through the Michigan Employment Relations Commission or other authority, or the Courts, and this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the Court or other legal authority.

4.9: The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City pursuant to the provisions of this Article.

ARTICLE V
SPECIAL CONFERENCES

5.1: The parties may, upon written request of either party, mutually agree to arrange a special conference for important matters. Such meetings are to be arranged between the Steward and the City Manager or his designated representative. Such meetings shall be between at least two (2) representatives of the City and at least two (2) representatives of the Union. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda.

It is understood that special conferences will be scheduled only upon mutual agreement.

ARTICLE VI
CITY AND DEPARTMENTAL RULES

6.1: The City shall continue to have the right to establish, adopt, change, amend, and enforce reasonable City

rules and/or Departmental rules and regulations, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules.

ARTICLE VII
GRIEVANCE PROCEDURE

7.1: A grievance is defined as an alleged violation of a specific Article and Section of the Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure.

7.2: Any claims or complaint for which there is another specific remedial procedure or forum established by law or by regulation having the force of law shall not be the basis of any grievance filed under the procedures as outlined in this Article.

7.3: Step One. Within seven (7) working days of the time a grievance arises, an employee may present the grievance orally to the Chief of Police or his designee.

The employee's Steward may be in attendance if the employee so requests.

Grievances shall be reduced to writing at Step Two during non-working hours, unless otherwise mutually agreed to.

The meeting at Step Three shall be scheduled by the City Manager or his designated representative during normal business hours of the City unless otherwise mutually agreed.

Step Two. If the grievance is not resolved in Step One, the employee may reduce the grievance to writing on a grievance form and present the grievance to the Chief of Police or his designee for a written answer. The written grievance shall be filed within seven (7) working days of the alleged violation. It shall name the employee(s) involved, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the facts giving rise to the grievance, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the

employee. The Chief of Police or his designee shall give the employee an answer in writing no later than seven (7) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the Steward may, within seven (7) working days after the answer in Step Two submit a written request for a meeting between the City Manager and Union representatives. Such a meeting shall be held within fifteen (15) days of the written request and the City Manager shall answer the grievance in writing within ten (10) working days of the meeting. Additional time may be allowed by mutual written agreement of the City and the Union.

7.4: All grievances must be filed in writing within seven (7) working days from the time the alleged violation occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, or if no time limit is specified, within seven (7) working days, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the City and the Union in writing; then the new date shall prevail.

7.5: The City shall not be required to pay back wages for any period prior to the date of the grievance.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of time he is off work.

No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

7.6: Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual. All agreements will be consistent with the contract.

7.7: For the purposes of this Article, "work days" with respect to the City's and Union's obligations to act under this Article shall be defined as Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

7.8: The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that, if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

7.9: All necessary time lost by employees and/or the Union Steward during the regular, straight-time shift, because of Grievance Processing in accordance with the Grievance Procedure and Article 3 - Representation, shall be paid for by the City at the employee's regular, straight-time hourly rate. It is understood that this only applies to time lost during the normal, regularly scheduled straight time and does not apply to grievance activity during non-work hours or after the regularly scheduled straight-time shift. It is understood that employees and the Union Steward may present contract grievances without loss of pay pursuant to this Section upon having received permission from their supervisor for this purpose. The employees and the Union Steward will perform their regularly assigned work at all other times. The following rules shall be observed:

- A. If an employee has a grievance, he will request a meeting as set forth in Section 7.3, Step One of this Article. The supervisor will grant permission providing normal and efficient operations are not seriously interrupted.
- B. If the presence of the Union Steward is requested, the supervisor will notify the Steward and grant permission to attend the meeting, providing normal and efficient operations are not seriously interrupted.
- C. It is understood that this section is subject to the understanding that the time will be devoted to the proper presentation of grievances. The employees and Union Steward may not abuse the privileges of this Article.

7.10: If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Union may submit the grievance to Arbitration by written notice delivered to the City Manager within ten (10) working days after receipt of the City Manager's answer. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the employee, or employees involved, and the City.

7.11: Following receipt of the notice to arbitrate, the Union and the City will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ten (10) working days following receipt of the written notice, either the Union or the City may, within the next five (5) working days only, apply in writing to the Federal Mediation and Conciliation Service for Arbitration under its rules.

7.12: The jurisdiction of the Arbitrator shall be limited to the determination of grievances referred to him as prescribed herein which involve an alleged violation of a specific Article and Section of this Agreement. If the grievance concerns matters not subject to the Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitrability of a grievance in a court of law, the Arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.

7.13: Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties of this Agreement. He shall have no power to establish wage scales or change any wage.

He shall have no power to change any practice, policy, or rule of the City, unless such policy, practice, or rule is in violation of a specific Article and section of this Agreement. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon

the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

It is further specifically understood that the Arbitrator:

- A. Shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement;
- B. Shall only have the authority to pass on a grievance referred to him as prescribed herein.

7.14: At the time of the Arbitration Hearing, both the City and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the City or the Union, or the Arbitrator, a transcript of the Hearing shall be made and furnished to the Arbitrator with the City and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish briefs. The Arbitrator will render his decision within thirty (30) days from the date the Hearing is closed or the date the parties submit their briefs, whichever date is later.

7.15: Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

7.16: The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved and the City.

ARTICLE VIII
NO STRIKE CLAUSE

8.1: During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the City of any kind for any reasons, including a labor dispute between the City, or any employer, and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any picketing of the City's buildings, offices or premises or the premises of other employers or companies doing business with the City (because of a labor dispute with this City).

The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations because of a labor dispute between the City, or any employer, and any other labor organization whether or not the other labor organization establishes a picket line, during the life of this Agreement.

8.2: The Union agrees that it (and the officers and committeemen of this Local) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow downs, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operation of the City by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

8.3: In the event of a violation of this Article, the city shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

8.4: During the life of this Agreement, the City, in consideration of the Union's and its members' observation of the above, agrees not to lock out any employees covered by this Agreement.

ARTICLE IX
DISCIPLINE AND DISCHARGE

9.1: After completion of the probationary period, no employee shall be disciplined, suspended, or discharged without cause. Cause for discharge or suspension shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism, tardiness, failure to notify department head of anticipated absenteeism prior to shift, failure to take or pass physical examination; dishonesty, or theft, fighting; insubordination; sabotage, immoral conduct, intoxication; using alcohol or illegal drugs on City premises or during working hours; unethical conduct, overt discourtesy to supervisors, visitors, or other City employees; failure to work with supervisors and fellow employees in an acceptable manner; gross neglect of duty; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or unauthorized assumption of supervisory authority or advising or directing employees to disregard the orders of supervision; refusal to cross a picket line established by any other labor organization.

9.2: Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Release of the aforementioned information by an employee to any unauthorized person shall be regarded as breach of confidence, and as grounds for immediate discipline.

9.3: If any employee is discharged or suspended, the Union will be notified in writing. The discharge or suspended employee will be allowed to discuss his discharge or suspension with the Steward if practicable, provided that such discussion does not interfere with the safe and efficient operations of the City. The City will make available an area where such discussion may be heard. Upon request, the City Manager, or his designated representative, may discuss the discharge or suspension with the employee and the Steward at a mutually agreeable time.

9.4: No member shall be required to make a formal statement in answer to any alleged criminal offense without first being advised of his constitutional rights.

9.5: The City reserves the right to demote, suspend or transfer an employee and/or to require an employee to take an involuntary sick or health leave of absence, according to the

terms of Article 19 - Leaves of Absence, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the City. Such disability shall be deemed just cause for the purpose of this Article. The City may terminate the employee at the expiration of the voluntary or involuntary health leave of absence if the employee is not able to return to work pursuant to this Section. In the event of a dispute as to an employee's physical or mental ability to perform his/her job duties, the City's physician and the employee's physician shall mutually agree to a third physician whose opinion shall be final and binding on all parties.

ARTICLE X
LENGTH OF SERVICE

10.1: Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Police Department of the City of Vassar, as a regular full-time employee, from his last permanent hiring date. Seniority for employees hired on the same date shall be determined by draw.

10.2: It is understood that employees are subject to a probationary period of three (3) consecutive months of regular, full-time employment, during which time the City shall have the sole right to discharge, discipline, transfer, demote, or layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom.

When an employee finishes the probationary period by accumulating twelve (12) months of continuous, full-time employment, he shall be entered on the seniority list of the unit and his seniority shall date from his last permanent date of hire.

10.3: There shall be no seniority among probationary employees.

10.4: Upon the signing of this Agreement, the City and the Union will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board. Corrections therein must be requested in writing within fifteen (15) days thereafter; and if not so requested, the list shall

become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every year upon written request.

10.5: An employee shall be terminated and lose his seniority right if he:

- A. Quits.
- B. Is discharged and not reinstated.
- C. Is laid off for a period of two (2) years.
- D. Fails to report for work within seven (7) days following recall from layoff, notice of said recall to be by telegram or certified mail.
- E. Is absent without a reasonable excuse for two (2) consecutive working days and without notice to the City of such excuse within the two (2) days.
- F. Fails to return from a leave of absence, vacation, or sick leave at the designated time without a reasonable excuse acceptable to the City.
- G. Retires or receives a pension.
- H. Falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence.
- I. Is on an unpaid medical leave of absence other than a job-related injury for a period of more than one (1) year.
- J. Works for another employer while on any leave of absence, unless such employment is mutually agreed to in advance by the City.

10.6: It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

10.7: An employee who is transferred to a job outside the bargaining unit but within the Police Department shall retain his seniority and for a period of one (1) year continue to accumulate seniority, whether such transfer was made before or after the Union was first recognized as bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits. This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

ARTICLE XI
LAYOFFS AND RECALL

11.1: In the event of a layoff or recall, employees shall be laid off or recalled according to seniority in their classification as defined in this Article. The following procedures will be followed:

- A. Temporary employees in the affected job classification will be laid off first, providing the remaining employees can perform the available work.
- B. Probationary employees within the affected classification will be laid off first, providing the remaining seniority employees can perform the available work.
- C. Thereafter, seniority employees within the affected classification will be laid off according to classification seniority, providing the remaining employees in the classification can perform the available work. Laid off employees will have the option to work the remaining available shifts prior to a part-time employee being offered the work. He will be compensated at his regular rate of pay. Seniority shall not accrue.
- D. When a seniority employee is removed from a classification as a result of a layoff, he may be

allowed to bump the least-senior employee in the next lowest-paying classification in the bargaining unit in accordance with his City seniority, providing he can perform the available work and the remaining employees within the lower classification can perform the available work.

- E. When a seniority employee is removed from a classification as a result of being bumped by a more-senior employee in accordance with Paragraph 4, he may be allowed to bump the least-senior employee in the lowest-paying classification in the bargaining unit in accordance with his City seniority, providing he can perform the available work and the remaining employees with the lowest classification within his department can perform the available work.
- F. In the event the layoff under Section 11.1(C) occurs in the lowest-paying classification within a department, the provisions of Paragraphs 4 and 5 will not apply.

11.2: For purposes of this Article, the term "Classification Seniority" means the date appearing on the City's records on which an employee began working in a given classification. The term "City Seniority" means the employee's seniority as defined in Article X.

11.3: Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the City to rehire. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.

ARTICLE XII
PROMOTIONS

12.1:

- A. In order to be eligible for promotion to the rank of Corporal, an employee must attain placement on the Department eligibility roster as provided in this Article.

- B. In order to be eligible for promotion to the rank of Sergeant, an employee must attain placement on the Department eligibility roster as provided in this Article.

12.2: The preparation of an eligibility roster will be announced as follows:

- A. The Chief will announce anticipated examination dates not more than six (6) months nor less than three (3) months in advance. To the extent possible, the Chief will furnish a bibliography and outline covering the contents of the examination.
- B. The Chief will announce the specific examination dates at least thirty (30) days in advance.
- C. Those employees with a minimum of two (2) years of full-time service as sworn Police Officers with the City of Vassar (attained by the first examination date) will be eligible to participate in the competitive examinations for Corporal, provided that the employee must request to participate in the examinations by submitting an appropriate written request to the Chief no later than fourteen (14) days prior to the first examination date.
- D. Those employees with a minimum of four (4) years of full-time service as sworn Police Officers with the City of Vassar (attained by the first examination date) will be eligible to participate in the competitive examinations for Sergeant, provided that the employee must request to participate in the examinations by submitting an appropriate written request to the Chief no later than fourteen (14) days prior to the first examination date.

12.3: In the event the Chief directs psychological or physical examinations, these selection procedures shall be on a pass/fail basis, and failure to pass these testing procedures shall result in elimination from consideration for placement on the eligibility roster.

12.4: The competitive elements of the examination will consist of a written examination, oral examination and Departmental evaluation. The passing grade in each element of the examination shall be seventy (70%) percent, and the failure of an applicant in any element shall disqualify him from further consideration for placement on the eligibility roster. All officers who pass the written examination shall be given the oral examination. All officers who pass the oral examination shall receive a Departmental evaluation.

12.5: Candidates will be ranked on the basis of composite score computed as follows:

- A. The percentage (%) attained on the written examination multiplied by fifty (50%) percent.
- B. The percentage (%) attained on the oral examination multiplied by fifteen (15%) percent. The oral examination will be conducted by an oral board consisting of three (3) law enforcement officers designated by the City.
- C. The average percentage (%) attained on the Departmental evaluation multiplied by twenty-five (25%) percent.
- D. In addition, seniority points (up to a maximum total of ten [10] points) will be added to attain the total composite score as follows:

Each employee will be awarded .66 of a point for each year of seniority in the Department up to a maximum of fifteen (15) years of seniority.

12.6: The eligibility roster will remain in effect for a period of sixty (60) days. The City may remove an employee from the eligibility roster for cause.

12.7: In the event the City wishes to fill a permanent position of rank, the Chief will appoint an individual who is on the eligibility roster.

12.8: An employee selected for a promotion will serve a probationary period of six (6) consecutive months. The City may disqualify the employee during the probationary period and such

employee shall be returned to his former classification and pay. During the probationary period following the promotion, the employee will receive the starting rate for the classification as set forth in Schedule "A". After the employee has successfully served six (6) consecutive months on probation, he shall then be paid the regular rate for the classification as set forth in Schedule "A".

12.9: During the first thirty (30) days of the probationary period, the employee shall have the right to revert back to his former classification. After the said thirty (30) day period, the employee may revert back to his former classification during the next sixty (60) days if a vacancy exists and his old position has not been filled.

ARTICLE XIII
HOURS OF WORK AND OVERTIME

13.1: The City reserves the right to schedule the work hours of employees according to the needs of the operations. The normal workday consists of twelve (12) hours. Overtime payments will be made only in accordance with the terms and conditions set forth elsewhere in this Agreement. This section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or as a limitation on the City's right to schedule work in excess of the normal workday or the normal workweek. The City reserves the right to determine and modify work schedules.

- A. The City agrees in the event of an overtime situation that a full-time officer be called first, instead of being offered the overtime turned down by the part-time officers.
- B. The employee with the least amount of hours shall be called first. If the employee called refuses such overtime, the employer may then utilize a part-time officer. Any overtime hours offered and refused by an employee will be added to that employees overtime hours and recorded on the department overtime equalization roster. An equalization of overtime hour's roster shall be maintained by the employer and posted bi-weekly in the department. Overtime hours offered will be

based on the last current biweekly posting. In the event that the employer has exhausted all means to fill an open shift for overtime, the employer has the right to order in an employee with the least amount of overtime hours based on the last current posting.

13.2: The City reserves the right to determine the starting and quitting times and the number of hours to be worked. The City reserves the right to install jump shifts or special shifts.

13.3: The City reserves the right to establish or change the length of time of any workweek or workday and the right to schedule the lunch or break periods.

13.4: All employees shall be paid time and one-half their regular straight time rate for all approved time worked in excess of twelve (12) hours in any one workday, unless the excess occurs on the employees regularly scheduled eight (8) hour day.

13.5: The City reserves the right to establish or change the length of time of any workweek or workday and the right to schedule the lunch or break periods.

13.6: Overtime will be permitted only when authorized by a supervisor.

13.7: The allowance of an overtime premium of any hour excludes that hour for consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

13.8: Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods, and after his lunch period.

13.9: The City reserves the right to establish and change work schedules as business conditions and available work require.

13.10: All employees called in to work outside of their regularly scheduled shift shall be assured two (2) hours of work at the rate of time and one-half (1-1/2) the employee's regular

straight time rate, provided that if the work time on the call-in assignment runs into the end of employee's regular working hours, the provisions of this Section shall not apply and the employee will be paid only for actual time worked. All other time called in will be a minimum of two hours at the rate of time and one-half (1-1/2).

13.11: It is agreed that the City may install and require employees to use time clocks.

13.12: Shift Preference. Shift preference shall be granted in each rank on the basis of seniority and ability to perform the available work. Change in shifts will be made during the first week of January and the first week of July of each year and will be for a period of six (6) months. Vacancies may be filled on a temporary basis for ninety (90) days. Thereafter, they shall be filled on the basis of seniority and ability within the classification. This provision is subject to the understanding that the City may assign Sergeants to shifts to insure proper coverage as determined by the City.

13.14: Employees will be allowed to trade work shifts upon approval of the Chief provided that the City will not be liable for any overtime payment which would otherwise arise by virtue of the shift trade.

13.15: All permanent, full-time employees shall be allowed two (2) breaks during their regular work day. The breaks shall be of fifteen (15) minutes duration and shall be taken at the time designated by the City.

13.16: Unscheduled overtime hours to be assigned to regular full-time officers shall be equalized as much as possible on the basis of seniority and job assignment.

13.17: The City will post the schedule for one year with an annual reopener to negotiate the schedule every year in January. The Union agrees to allow the City to utilize 60 hours of certified part-time police officers each week Monday through Sunday. In addition to the 60 hours, the City will be allowed to utilize unlimited certified part-time officers for emergency situations such as floods, power outages, fires, chemical spills, acts of god and other emergencies, as well as medical leaves beginning on the first shift on the fourth day.

13.18: Subpoenas. The City agrees to pay officers for all appearances in court that are a direct result of their employment for the City of Vassar. If officers appear in court on overtime they shall be compensated at 1-1/2 times their normal rate of pay.

Officers on overtime shall have the subpoenas initialed or stamped by the prosecuting attorney handling the case with the time the officer was released from the subpoena. Subpoena fees shall be returned to the City.

All subpoenas to members of the Union shall be served in person by a supervisor and initialed by the officer indicating he received the subpoena.

ARTICLE XIV
WAGES

14.1: The wages of employees covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.

14.2: It is understood that the classifications set forth in Schedule "A" are recognized for wage purposes only and that the classification titles are intended as an illustrative summary of the types of duties and responsibilities associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

14.3: Shift Premium. An increase of five percent (5%) to the applicable hourly wage will be paid to officers working between the hours of 10:00 p.m. and 8:00 a.m. Only the hours worked during this period will receive the increase.

ARTICLE XV
ATTENDANCE

15.1: Employees are expected to report to work on time and to observe working hours that have been established.

15.2: In recognition of the difficulties imposed upon the City through failure of employees to comply with working schedules; employees shall give prior notice to their designated

supervisor whenever they expect to report late or to absent themselves from work or present an excuse acceptable to the City. Employees who fail to do so will be considered to be absent without pay.

15.3: Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes, and subject to disciplinary action.

15.4: Jury Duty. During the period when an employee is performing Jury Duty service, the City will pay the employee the difference, if any, between the employee's fees for jury duty service and the pay the employee would have received had the employee worked during the period of jury duty. An employee excused from jury duty during a regular scheduled shift shall return to work.

ARTICLE XVI
HOLIDAYS

16.1: Providing they meet all o the eligibility rules, each permanent, full-time employee on the seniority list who does not work any of the listed thirteen (13) holidays will be credited eight (8) hours per holiday, thus establishing up to one hundred and four (104) hour holiday bank. Said bank will be posted to reflect the number of hours accumulated, and the number of hours available for the employees use:

New Year's Eve	Labor Day
New Year's Day	Hunting Season Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Veteran's Day	Christmas Day
Martin Luther King Jr. Day	

16.2: Employees who work on a holiday shall be paid at the rate of double time (2) their regular straight time rate for all hours worked.

16.3: The parties agree that the eligibility rules pertain to both holiday bank and double time.

The parties agree that in order to be eligible for double time pay an employee must work the immediate scheduled calendar day before the immediate scheduled calendar day following the holiday to be eligible for holiday pay and the holiday bank hours for that holiday. Holiday pay and holiday bank hours will not be granted if the employee is on sick leave either before or after the holiday, unless the Chief of Police or City Manager approves such leave.

16.4: It is understood that employees may be required to work on one of the aforementioned holidays, however, an employee who is scheduled to work said holiday and does not work same shall receive no holiday pay or holiday bank hours for that day.

16.5: The City will add the holiday benefit, at the rate set forth in the Article, to the employee's respective vacation leave time. Said time may be taken pursuant to the provisions in Article XVII - Vacations. It is understood that time off with pay pursuant to this section will be subject to the prior approval of the City and the scheduling needs of the Department.

ARTICLE XVII
VACATIONS

17.1: Each permanent, full-time seniority employee will earn vacation leave with pay in accordance with the following provisions.

17.2: Vacation leave with pay is earned in the fiscal year (July 1 through June 30, inclusive) prior to the fiscal year (July 1 through June 30, inclusive) in which the vacation leave with pay is to be taken. Vacation earned in accordance with this Article will be awarded an employee on the following July 1 or at the completion of the probationary period, whichever date is later.

17.3: An eligible employee will be credited with vacation leave with pay according to his seniority on July 1 in accordance with the following schedule:

YEARS SENIORITY	DAYS VACATION PER YEAR	
0	.75 day/mo.	service
1	80	hours

2	80	hours
3	80	hours
4	80	hours
5	80	hours
6	100	hours
7	100	hours
8	110	hours
9	120	hours
10	130	hours
11	140	hours
12	150	hours
13	160	hours
14	170	hours
15	180	hours
15+	190	hours

All current employees will be grandfathered at their present rate of vacation accrual. Future increases will be granted in accordance with the above schedule.

The Union and the City agree that the Chief of Police may, at his discretion, increase a newly-hired police officer's years of seniority, pertaining to vacation hours only, based on his/her previous years of full-time police service.

An eligible employee must be paid for eighty (80%) percent of the scheduled work time within a given calendar month to earn vacation credit under the above schedule.

City agrees to compensate any employee hired prior to July 1, 1986 at the rate equivalent to the contract in affect at that time.

17.4: Vacation leave with pay may not be taken until earned; however, the City Manager or his designee may grant an exception to this requirement when he believes it is warranted by special circumstances. Probationary employees will earn vacation leave with pay during their probationary period but cannot receive or use vacation leave with pay during their probationary period.

17.5: Vacations shall be taken during the fiscal year after which they are earned. In the event, however, that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one year, because scheduling such vacation would drastically interfere with the operations of the Department or other good reason, the City Manager or his designee may allow such unused vacation to be taken during the

following year. If permission to take the unused vacation in the subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

17.6: Vacations will be scheduled by the City. In order to determine employee preferences, employees are required to submit a written application for their vacation period at least two (2) weeks prior to the days requested and have the application approved by the Department Head prior to the requested vacation period. When authorized by the City, the employee may change his requested vacation period.

If more requests for a vacation on a particular date are received than can be granted, the first employee making the application will be given preference. Should more than one (1) application be received at the same time for the same date, then seniority will prevail.

The City may, when it is necessary for the efficient operation of the Department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period.

17.7: Unless otherwise authorized by the City, vacation leave with pay must be taken in periods of at least one half (1/2) of a scheduled workday.

17.8: Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.

17.9: Paid holidays (as set forth in Article XVI) falling within a scheduled vacation period will not be charged against the earned vacation time.

17.10: If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his accumulated sick leave.

17.11: Upon termination, for any reason, an employee will be paid for all earned vacation leave up to and including the date of termination.

17.12: A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the City Manager or his designee.

17.13: Permanent full-time employees will be paid their regular straight-time rate for their normal daily hours for the number of days stated in Section 17.3 of this Article.

17.14: Employees hired after July 1, 2012 will not be eligible for the 14, 15 and 15+ years seniority credit for vacation leave.

ARTICLE XVIII
SICK LEAVE WITH PAY

18.1: Sick leave with pay will be earned by all permanent, full-time seniority employees in accordance with the following provisions.

18.2: Permanent full-time employees will earn and be credited with eight (8) hours of sick leave credit for each complete calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

18.3: Probationary employees will accumulate sick leave during their probationary period but cannot receive or use sick leave during their probationary period.

18.4: Sick leave shall not be taken by an employee at his discretion, but shall only be available for use by seniority employees with an acute personal illness, maternity, or injury over which the employee has not reasonable control, when the City determines that the employee has been exposed to a contagious disease which would constitute a danger to the health of others, when the employee or his family must attend a physician, when the employee's family has an acute personal illness or injury.

18.5: For purposes of computing sick leave pay, a workday shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight-time rate. Sick leave shall be taken in increments of at least one-half (3d) hour of work, unless otherwise agreed to by the employee's immediate supervisor.

18.6: In order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor as to the nature of the illness or injury and the expected duration of the absence prior to the time set for beginning his daily duties or present an excuse acceptable to the City.

18.7: The City may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave exceeding three (3) consecutive workdays is taken pursuant to this Article, provided, however, that the City will pay the cost of such tests and examinations.

18.8: No sick leave may be taken until earned.

18.9: Employees on leave of absence without pay or on a health leave of absence without pay shall not accumulate sick leave while on such leave.

18.10: The City reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

18.11: Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

18.12: The City will allow unlimited accumulation of sick leave; however, payment for unused sick leave shall still be covered by Section 18.13.

18.13: Payment for accumulated sick leave will be made, at the rate of pay in effect at termination, only on the following basis: If an employee has seniority, he will be paid for one-half (1/2) of accumulated unused sick leave up to a maximum of seven hundred twenty (720) hours (i.e., the maximum payment under this Section will be no greater than three hundred sixty [360] hours) if employment is terminated by:

A. Retirement.

- B. Voluntary resignation if the employee provides the City with at least ten (10) workdays advance written notice of the resignation.
- C. Discharge.

ARTICLE XIX
LEAVES OF ABSENCE

19.1: The City may grant a temporary written leave of absence to bargaining unit employees for periods up to thirty (30) calendar days. Such leave may be extended upon written approval by the City. Such leaves will be without pay or fringe benefits. Seniority for purposes of Article XI - Layoff and Recalls, shall accumulate during such leave; however, such time shall not be considered as work time for purposes of this Agreement. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

19.2: A seniority employee with at least one (1) year seniority who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave may be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to one (1) year. A written request for such a leave must be submitted to the Personnel Department prior to the start of the leave. Within thirty (30) days prior to the expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall otherwise accumulate during the leave.

19.3: All leaves shall be in writing signed by the City, and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

19.4: Any employee who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the City effective the date the leave of absence started, unless the

employee was specifically granted the leave for that particular purpose.

19.5: Family and Medical Leave Act Leave. Under the Family and Medical Leave Act ("FMLA"), the Employer will provide a leave of absence to eligible employees and will continue health insurance coverage for up to twelve (12) work weeks in a twelve (12) month period for family obligations relating to child birth, adoption, or placement of a foster child, or as a result of a serious health condition of an employee, or an employee's spouse, child, or parent. An employee who is off from work on a medical leave for his/her serious health condition and otherwise qualifies for an FMLA leave will be considered to be on FMLA leave for all time off from work.

Employees are eligible for an FMLA leave if they have worked for the employer for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the year preceding the leave request. Employees are required to use any paid sick leave, and at their option, will be allowed to use unused vacation, all of which will be counted as being a part of the FMLA leave.

An FMLA leave must be requested with at least thirty (30) calendar days advance notice, unless circumstances require that the leave begin in less than thirty (30) calendar days. The twelve (12) week period will be calculated on a "rolling" basis meaning that the twelve (12) weeks are measured backward from the date that the employee uses any FMLA leave. The Employer will require a physician's letter with diagnosis and estimated return to work date, before approving an FMLA leave involving the serious illness of an employee and before such an employee returns to work following an FMLA leave. An employee who fails to return to work at the conclusion of an FMLA leave and their employment is terminated, shall reimburse health care premiums and costs paid by the Employer.

ARTICLE XX
PERSONAL LEAVE

20.1: On July 1st of each year, all full time employees on the seniority list will be granted thirty (30) hours of paid leave during that fiscal year for urgent, necessary, legal,

business, household, or family matters which require the employee's absence during normal working hours.

Effective July 1, 2020, the paid leave will remain at thirty (30) hours with the hiring of a fourth (4th) officer. If the city leaves the work force at three (3) officers, the paid leave increases to thirty-six (36) hours.

20.2: Except in the case of emergencies, a two (2) day notice shall be given to use a personal leave day. Personal leave days may not be accumulated or carried over from year to year and will be forfeited if not used by June 30. The number of employees allowed to take leave pursuant to this Article at any one time shall be at the discretion of the City.

20.3: Newly hired officers shall be eligible for thirty (30) hours of personal leave upon completing their probation.

ARTICLE XXI
INSURANCE

21.1: The Employer will provide for health care prescription, dental and vision coverage. The healthcare coverage is Blue Care Network Platinum 10%. The prescription coverage has a \$4 Value Generic/\$15 Generic/\$40 Preferred Bank/\$80 Non-Preferred Brand/20% Preferred Specialty (\$200 max) and 20% Non-Preferred Specialty (\$300 max)) co-pay with a mail in prescription plan as provided through Medco at 3 times copay, minus \$10. The Employer will make available a section 125 Plan as well as administer a Flexible Spending Account (FSA). For employees not electing employer paid health insurance for either themselves or family members, the Employer agrees to provide a health waiver in an amount equal to the one person hospital/medical premium in effect at the time, or their existing waiver amount, whichever is higher, excluding dental and vision coverage premium. The City will continue to provide dental, and vision or a plan with comparable benefits and access to those selecting a health waiver.

Further, the City will pay 50% inpatient/outpatient mental health care and 50% inpatient/outpatient substance abuse care if Federal law mandates are approved.

MERS shall be the third-party administrator of a Section 125 plan which is to take affect by October 1, 1991. The

Employer may opt to select a third-party administrator with equal or better coverage. None of the current coverages are to be reduced or dropped.

If an employee does not elect employer paid health insurance for either themselves or family members, the employer agrees to provide the difference between the BC&BS family rate and the single member rate per month.

Effective July 1, 2004, the insurance opt out shall be equal to the single member rate provided that current employees will continue to receive their previous rate frozen until the single rate equals the current rate.

21.2: Effective July 1, 2012, in compliance with Michigan Public Act 152 of 2011 and City of Vassar Resolution Number 2011-16, the employees covered under the provisions of section 21.1 will pay 20% of their health insurance premiums or be reduced by 20% of their health insurance waiver benefit.

21.3: For the duration of this contract, the City will pay the premiums to furnish the dental plan administered by Standard Insurance Company with 100/75/75/50 [\$1000 annual maximum, \$1000 orthodontics (this benefit does not equal to \$2000 per participant)] in and out of network. Pediatric Dental, as required under the Affordable Care Act, will be provided through Blue Care Network.

21.4: The Employer will provide a family coverage vision plan provided by Vision Service Plan (VSP) with 12/12/12/12, \$10 co-pays, frames covered up to \$130 after \$10 copay, and elective contacts covered up to \$130 all within the VSP Signature network. Pediatric Vision, as required under the Affordable Care Act, will be provided through Blue Care Network.

21.5: An eligible full-time employee shall become insured as soon as eligible according to the eligibility rules of the insured policy, provided if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

21.6: The insurance coverage listed above shall continue for the time period the premiums are paid for any employee whose services are terminated.

21.7: The City agrees that, for the duration of this contract, it will continue to pay the premiums to furnish the term life insurance and accidental death insurance in the amount of \$25,000 for permanent full-time seniority employees. Employees hired after July 1, 2012 will be eligible for \$25,000 term life insurance only.

21.8: An eligible full-time employee shall become insured as soon as possible after the date of employment, as permitted by the insurance carrier, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

21.9: Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the Carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select the carrier, to change carrier and to become self-insured, provided that there shall be no reduction of benefits set forth in Section 21.1. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the Grievance Procedure.

21.10: In the event of any injury to a regular seniority employee arising out of and in the course of his employment resulting in temporary disability to the extent that the employee is unable to resume his regular duties, the employee will be paid the difference between his regular straight-time salary and the payments received under the Workmen's Compensation Act for a period of time that funds from his accumulated sick leave will provide (i.e., if Workmen's Compensation pays two-thirds [2/3] of his daily wage, the City will pay one-third [1/3] and he will have his accumulated sick leave reduced by one-third [1/3] of a day). Payments made by the City shall be deducted from the employee's accumulated sick leave. Absences from duty on account of injuries for which no payments are received under the Workmen's Compensation Act will be considered as sick leave and will be governed by the rules pertaining to sick leave set forth in Article XVIII - Sick Leave. The City may, at its option, request a confirming

statement from a physician relative to the duration of such absence.

ARTICLE XXII
FUNERAL LEAVE WITH PAY

22.1: Any seniority, full-time employee subject to this Policy who, while actively working, shall suffer death in his immediate family will be granted a funeral leave of absence with normal daily basic straight-time pay for up to three (3) consecutive regularly scheduled work days between the date of death and date of the funeral, the last day of which shall be the day of the funeral. Immediate family is defined for purposes of this Article as any of the following relatives of eligible employees: mother, father, sister, brother, wife, husband, son, daughter, grandchild, mother-in-law, father-in-law, grandparents of the employee and spouse. An eligible employee who suffers death of a brother-in-law, sister-in-law or an aunt, uncle, niece or nephew, of blood relation will be granted a funeral leave of absence with normal daily basic straight time pay for one (1) regularly scheduled work day to attend the funeral. The City may require written application for such leave, as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral.

ARTICLE XXIII
RETIREMENT

23.1: The City will, for the duration of this Agreement, maintain its membership in the Municipal Employees' Retirement System (MERS), with employee contributions as described in this Article.

23.2: Benefit programs C-2 (with B-1 base), 20 (twenty) years of service and out regardless of age with no actuarial reduction, and a vesting program of age 55 (fifty-five) with 10 (ten) years of credited service.

23.3: Effective October 1, 1991, the cost of living programs included the E-1 and the E-2 benefits.

23.4: Employee contributions shall be based on 4.8% (four and eight-tenths percent) of their respective gross

compensation, with Program P in effect to allow said contributions to be excluded in gross income for income tax purposes.

23.5: Rules concerning eligibility, contributions, coverage, and benefits under the system and all other rules concerning maintenance of the system will be as established under the Michigan Municipal Employees Retirement System and not subject to the Grievance Procedure.

23.6: Effective July 1, 1999, benefit program B-2, twenty (20) years of service and out regardless of age with no actuarial reduction, and a vesting program of age fifty-five (55) with ten (10) years of credited service will be provided by the City at the City's expense. Effective July 1, 2004, the FAC benefit will be FAC-3.

23.7: The Employer will allow retirees to be eligible to elect hospitalization coverage regardless of whether or not they were covered during their employment with the City, with all premiums paid by the retiree.

23.8: Employees hired after July 1, 2012 will be eligible for a MERS defined contribution benefit. The employer will contribute 10% of compensation into the plan. The employee will contribute 5% of compensation into the plan.

ARTICLE XXIV
HEALTH & SAFETY

24.1: Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the City. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the City,

24.2: Each employee shall carefully follow all safety regulations of the City and shall use all safety equipment provided by the City. Failure to observe this requirement or to

promptly file a complete and accurate accident report as required herein or to adhere to any of the City's safety rules shall subject the employees to disciplinary action by the City.

24.3: It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment to his immediate supervisor. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one copy to be retained by the employee. In the event continued defects of equipment are experienced, a written complaint may be filed with the Chief, with a copy to the City Manager.

24.4: All employees will wear protective vests as provided by the City. The employer agrees to replace said body armor every five (5) years.

ARTICLE XXV
OUTSIDE ACTIVITY

25.1: Officers' requests to work outside their employment for the City of Vassar shall be in writing to the Chief and the City Manager. The City agrees to respond in writing.

25.2: No employee may directly or indirectly maintain or engage in any outside business, financial or employment activity which conflicts with the interests of the City or which interferes with his ability to discharge his City duties fully. Such conflict of interest shall be grounds for discharge.

ARTICLE XXVI
EQUAL EMPLOYMENT OPPORTUNITY POLICY

26.1: All persons are entitled to equal employment opportunities. The City and Union do not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, marital status or handicap.

ARTICLE XXVII
GENERAL

27.1: The City may, at its discretion, require that employees submit to physical and mental tests and examinations by a City appointed doctor when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

27.2: The City may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time exceeding three (3) consecutive workdays.

27.3: The City will not be responsible for the loss, damage, or theft of an employee's personal property which is brought to work.

27.4: In the event an employee drives his own vehicle at the direction of the City for work-related activities, he will be paid the current mileage allowance. To be eligible for such payment, the employee must submit to the City in form acceptable to the City, a report explaining the mileage for which payment is claimed.

27.5: The City will continue to provide and maintain uniforms, as selected by the City for the Police Department. The City will also pay two hundred dollars (\$200.00) annually for additional equipment.

27.6: It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to the employees.

27.7: Subject to Section 27.10, the City, in its discretion, may demote, suspend or transfer an employee and/or require an employee to take an involuntary sick or health leave of absence, under Article XIX - Leaves of Absence Policy, if the employee suffers from a disability, mental or physical, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the City's physician. The employment of the employee will be terminated at the expiration of the voluntary

or involuntary health leave of absence if the employee is not able to return to work pursuant to this Section.

27.8: No employee shall solicit or accept any gift, money, favor, or other compensation from any party other than the City.

27.9: No employee shall allow the use of the City's name, nor allow the use of the name of the employee's official position, nor allow the use of the City's uniforms, vehicles, seal, logo or other official name or insignia, in endorsing any person for public office or any political or partisan issue or ballot proposal. This Section shall not be construed as restricting an employee's right to freedom of speech but is intended to prevent the appearance of official endorsement by the City of Vassar.

27.10: The City will continue to have the right to require an employee to take an involuntary sick or health leave of absence, according to the terms of Article XVIII, Section 18.10, if the employee suffers from a disability, mental and/or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties. In the event a dispute exists as to the employee's condition, the employee may submit a report from a medical doctor of his own selection and at his own expense. If the dispute still exists, final disposition, binding on both parties, shall be by the majority vote and the report of a committee consisting of three (3) physicians, one of whom will be selected by the City, one by the employee and the third mutually agreed by the parties. The committee's written report will be submitted to the City and the Union. The costs of the report will be shared equally between the City and the Union.

27.11: Reserve Officers. The City agrees that a standard will be established to screen all potential part time officers. That such standards shall include a full background investigation, including, but not limited to, a criminal history, driving record, along with prior employment history. There also will be a schedule of hours showing when they are to work.

27.12: Training. The City agrees that, for training approved by the Chief of Police, officers will be compensated for their time, by training while on duty or if off duty, with payment of overtime or both.

ARTICLE XXVIII
SEPARABILITY AND SAVING CLAUSE

28.1: If any article or section of this Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

ARTICLE XXIX
SCOPE OF AGREEMENT

29.1: 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and 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 and contemplation of either or both the parties at the time that they negotiated or signed this Agreement.

29.2: This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the City and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXX
DURATION OF AGREEMENT

30.1: The provisions of this Agreement shall be effective as of July 1, 2020 and shall continue and remain full force and effect to and including June 30, 2023 and thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to June 30, 2023 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the parties proposing amendment.

30.2: If any negotiations described in Section 29.1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed:

30.3: IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

ARTICLE XXXI
LONGEVITY

31.1: Effective July 1, 1992 the employer agrees to pay a longevity in accordance with the below schedule and will be paid the 1st week of December.

- A. 3- 5 years = 1% of base
- B. 6-10 years = 2% of base
- C. 11-19 years = 2.5% of base
- D. 20 years = 3% of base

31.2: For employees hired after July 1, 2012, the employer agrees to pay longevity in accordance with the below schedule and will be paid the 1st week in December.

- A. 3-9 years = \$300
- B. 10-14 years = \$400
- C. 15-19 years = \$500
- D. 20+ Year = \$700+0.5% of base salary each year after the 20th year

ARTICLE XXXII
DEFERRED COMPENSATION

32.1: Effective July 1, 2000, the Employer will double the employees contribution into their deferred compensation account to a maximum of two hundred (\$200) dollars annually.

ARTICLE XXXIII
COMPENSATORY TIME

33.1: The City agrees to allow officers the option of taking compensatory time in lieu of overtime. Compensatory time will be calculated the same as overtime and can be accumulated to a maximum of 60 hours. The compensatory bank can be converted to regular pay upon termination or separation of employment of the officer from the City.

33.2: The City or its designated representative may grant or deny the use of compensatory time based on adequate shift staffing and will not cause undue overtime. Request for compensatory time will be made at least two days prior to desired time off and will be granted first come first serve, if multiple requests are received for the same date. The City reserves the right to cancel scheduled compensatory time when necessary for the efficient operation of the department.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF VASSAR

Wayne Beerbower
Business Agent

Andrew Niedzinski
City Manager

VASSAR POA

Brian Westphal
President

APPENDIX "A"

WAGES

Effective July 1, 2020 to June 30, 2021

	2.5%
Sergeant	\$27.84
Corporal	\$27.20
Patrol Officer	\$26.52
0-1 Year	\$19.62
1-2 Years	\$21.99
After 2 Years	\$26.52

Effective July 1, 2021 to June 30, 2022

Wage Reopener

Effective July 1, 2022 to June 30, 2023

Wage Reopener

* It is understood that the designation of classification- are for wage purposes only and that the classification titles are intended as an illustrative summary of one type of duty and responsibility associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

** The starting rate will be paid to employees during the initial three (3) months of employment during the three (3) month trial period in the case of promotion (as set forth in Article XII - Promotions). Further step increases will be awarded after the employees' completion of the specified length of service requirement at each step in the classification. It is understood that in the case of a promotion, the employee will not suffer a reduction in pay but will be paid the step rate first occurring in the progression schedule of his new classification which exceeds the employee's old rate of pay. The employee will thereafter be

awarded step increases after the completion of the specified length of service at each step.

*** The Union and City agree that the Chief of Police may, at his discretion, increase a newly-hired police officer's rate of pay based on their previous years of service as a police officer.