

**AGREEMENT  
BETWEEN  
CITY OF MIDLAND  
AND  
POLICE OFFICERS LABOR COUNCIL/  
MIDLAND POLICE COMMAND GROUP**

**Effective: July 1, 2018 through June 30, 2021**

# TABLE OF CONTENTS

AGREEMENT .....	3
PURPOSE AND INTENT .....	4
RECOGNITION.....	4
UNION RIGHTS.....	4
DUES DEDUCTION.....	5
PERSONNEL ORDINANCE.....	6
GRIEVANCE PROCEDURE .....	6
SENIORITY .....	9
JOB EVALUATION .....	9
FILLING OF VACANCIES .....	10
PROBATION.....	12
HOURS OF WORK.....	13
ASSIGNMENTS.....	15
COMPENSATION PLAN.....	17
OVERTIME .....	19
COURT TIME.....	20
CALL-IN PAY.....	20
SHIFT PREMIUM.....	20
LONGEVITY .....	21
EDUCATIONAL PAYMENTS.....	22
COMPENSATORY TIME .....	22
HOLIDAYS.....	24
CLOTHING AND CLEANING.....	25
HEALTH INSURANCE.....	26
LIFE INSURANCE .....	30
RETIREMENT - PENSION.....	30
LEAVES OF ABSENCE .....	34
VACATION .....	34
SICK LEAVE.....	36
DUTY DISABILITY .....	38
FUNERAL LEAVE.....	39
MILITARY LEAVE.....	39
PERSONAL HOLIDAY.....	40
PARENTAL LEAVE .....	40
LEAVE OF ABSENCE WITHOUT PAY .....	41
LAYOFF AND RECALL.....	43
RESIGNATIONS.....	44
REINSTATEMENTS .....	44
DISCIPLINE.....	44
RESIDENCY.....	46
MANAGEMENT RIGHTS.....	46
NO STRIKE - NO LOCKOUT .....	46
EMPLOYEE SAFETY CLAUSE .....	47
MISCELLANEOUS .....	48
PERFORMANCE EVALUATIONS .....	49
WAIVER CLAUSE .....	49
SAVINGS CLAUSE.....	49
DURATION .....	49
ATTACHMENT A.....	51

## ARTICLE 1 AGREEMENT

Section 1. The following Agreement, effective July 1, 2018, between the City of Midland, a Michigan Municipal Corporation, hereinafter termed the "City", and the Police Officers Labor Council (POLC)/Midland Police Command Group, hereinafter termed the "Union", is recorded in written form to meet the authorization set forth in Section 15 of P.A. 336 of 1947, as amended, of the State of Michigan for a written contract incorporating any agreement reached.

Section 2. The Union recognizes the City Manager, or his or her representative, as the exclusive representative of the City in respect to, and except as otherwise may be specifically provided in the Agreement, meet and negotiate exclusively with such representative.

Section 3. Interpretation. Agreements to interpret provisions of this written Agreement shall not be binding on the City unless interpretations are signed by such City representative and the local President of the Union. This shall not apply to rulings made at any step of the grievance procedure as detailed herein or to administrative actions taken to carry out the express provisions of this Agreement.

Section 4. Agreements changing the express terms of this Agreement will be binding when signed by the City Manager for the City and the bargaining agent for the Union.

Section 5. The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the City, and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

Section 6. It is agreed that the City of Midland has a legal and moral obligation to provide equality of opportunity, consideration and treatment to all members of the Midland Police Department and to establish policies and regulations which ensure such equality of opportunity, consideration and treatment for all members of the department in all phases of the employment process. It is agreed that the City shall notify the Union of any new, permanent departmental orders, regulations and policies, and provide copy of same.

Section 7. The Union and management will hold meetings to discuss mutual concerns. Meetings can be called by either party.

Section 8. The Local Financial Stability and Choice Act, 2012 PA 436, MCL 380.1-380.1853, 388.160-388.1772, 141.1541, et. seq., 423-201-423.217 provides that an Emergency Manager appointed under PA 436 may reject, modify or terminate the collective bargaining agreement.

**ARTICLE 2**  
**PURPOSE AND INTENT**

Section 1. This Agreement is also designed to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein, in order to maintain and promote a harmonious relationship between the Union and the City and to encourage more efficient and progressive service in the public interest.

**ARTICLE 3**  
**RECOGNITION**

Section 1. The City recognizes the Union as the sole collective bargaining agent in respect to wages, hours, and other working conditions for all Lieutenants and Sergeants of the City of Midland, Michigan Police Department excluding all others.

New hire employees are not represented by the bargaining unit for matters of discipline, discharge, performance standards or evaluation until after successful completion of the probationary period.

Section 2. The Lieutenants and Sergeants covered herein shall be called "employees" elsewhere in this Agreement.

Section 3. The use of a specific pronoun referring to gender has no particular significance, as it is intended to apply equally to males and females.

Section 4. The City agrees and shall cause its designated agents not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union or otherwise, unless such actions are authorized under state or federal law.

**ARTICLE 4**  
**UNION RIGHTS**

Section 1. A Union officer or representative shall be allowed reasonable time off during working hours without loss of pay with the approval of the Chief of Police to conduct negotiations, handle grievance matters, represent employees at hearings at which the City is represented, and to represent the employee during investigations at the point where impending disciplinary action is evident. Such time shall not interfere with the scheduled work of the department or service rendered to the public.

Section 2. In scheduling bargaining meetings, the schedules of employees voluntarily serving on the bargaining team shall be taken into consideration in an effort to minimize sessions during off duty hours but also minimize disruptions to normal public services. When in negotiations with the City, one member of the bargaining team shall be allowed off from each shift. Members from the night shift who are participating shall be allowed

off duty from eight (8) hours prior to the start of the bargaining until eight (8) hours after the end of the bargaining session. Members participating from the day shift shall be allowed off duty from one hour before the start of the bargaining until one hour after.

Section 3. The Union may conduct membership meetings on the premises of the police station, provided such meetings do not interfere with the work schedules of the department or services rendered to the public.

Section 4. The City shall provide a bulletin board in the station at a mutually suitable location for use by the Union. It is agreed that materials posted on the bulletin boards shall not contain anything of a political or controversial nature or anything adversely reflecting upon the City, any of its employees, any labor organizations of its employees, or City policies.

Section 5. An employee, on his or her request and by appointment, shall be permitted to examine his or her personnel file. Employees may attach factual letters of explanation related to any and all items contained in their personnel file.

Section 6. The City agrees that meetings to discuss items of mutual interest may be called by either party to this Agreement.

Section 7. It shall be the policy of the City that the home address, telephone number, and photograph of an employee will not be released to the public without his or her consent, unless contained in a document available under the State's Freedom of Information Act.

## ARTICLE 5 DUES DEDUCTION

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

Section 1. The Employer agrees to make Union dues deductions each month from the pay of each employee who has authorized that such deductions be made as set forth in Section 4, until such time as the employee revokes the authorization by written notice to the Union and the Employer.

Section 2. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and the Union shall meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.

Section 3. Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card.

Section 4. The Employer shall not make any Union dues deductions from any employee without written authorization from the employee. In the case of an employee



who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union dues deductions.

Section 5. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 6. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

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

## ARTICLE 6 PERSONNEL ORDINANCE

Section 1. The provisions of subjects covered in this Agreement which are also covered by the City's Rules and Regulations and the City's personnel ordinance shall substitute entirely for any provisions for the same subject, and not in addition thereto.

Section 2. The City may adopt ordinances, fair rules, regulations, and directions, which are not in conflict with the express terms of this Agreement. It is understood that rules and regulations will be administered in a fair manner, and employees are expected to comply with such ordinances, rules, regulations, and directions.

## ARTICLE 7 GRIEVANCE PROCEDURE

Section 1. This appeal procedure is designed to provide a means for a member of the Midland Police Command Group to resolve a grievance, which may arise concerning his or her employment with the City. A grievance shall be defined as any dispute regarding the meaning, interpretations, application or alleged violation of the terms and provisions of the Agreement between the two parties.

Nothing in this appeal procedure shall preclude the Command Group, a Command Officer or the City from attempting to settle any grievance informally, at any level; and indeed, to promote orderly and cooperative relationships, such informal solutions are to be encouraged through meetings and consultations between the parties. In processing any appeal, the formal appeal process may be terminated at anytime and at any level by mutual agreement of the parties without prejudice on either side. The grievance procedure provided herein shall be the exclusive remedy to be used by a grievant and the City for resolving grievances, except as noted in Section 5 of this grievance procedure.

Section 2. In the event the City fails to reply to a grievance at any step of the procedure within the specified time limit, the Command Group may advance the grievance to the next step. In the event the Command Group does not file or appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the City's last answer. All references to "days" shall mean "working days, Monday through Friday and excluding city-recognized holidays". All time limits mentioned in this Grievance Procedure may be extended by the parties, provided that, said extensions are reduced to writing and signed by representatives of the parties.

- A. Step 1:  
Any employee with a grievance pertaining to an alleged violation of the Agreement must verbally raise the issue with his or her Lieutenant or Deputy Chief within five (5) days after he or she learns of the alleged violation or reasonably should have known of its existence. The Lieutenant or Deputy Chief will give his or her answer orally within five (5) days.
- B. Step 2:  
If not resolved in Step 1, the grievance may be reduced to writing and must be signed by the grievant. The written grievance must be submitted to the Police Chief or designee within five (5) days after the answer in Step 1. The Police Chief or designee will give his or her decision in writing within five (5) days. In any meeting with the Police Chief or designee, the employee may be represented by counsel of his or her choice.
- C. Step 3:  
If not resolved in Step 2, the grievance may be submitted in writing to the Director of Human Resources within five (5) days after the decision is given in Step 2. The Director of Human Resources shall conduct a meeting involving all parties. The Director of Human Resources will give his or her written reply within ten (10) days after the aforementioned meeting.
- D. Step 4: (OPTIONAL)  
If not resolved in Step 3, either the City or the Command Group may request non-binding mediation, following the conclusion of Step 3. Such a request shall be made in writing and sent to the State of Michigan, Department of Consumer and Industry Services, Bureau of Employment Relations, with a copy sent to the other party. Such a request shall be sent to the Bureau of Employment Relations and to the other party within ten (10) days after the conclusion of Step 3.

- E. Step 5: If not resolved in Step 3 or Step 4 (if Step 4 is utilized) the grievance may be appealed to Arbitration by the Command Group.

This appeal must be made within ten (10) days of the conclusion of Step 3 or Step 4 (if Step 4 is utilized).

Notice of a demand for arbitration must be presented in writing to the Director of Human Resources.

Section 3. Process to Select an Arbitrator: Upon an appeal to arbitration, the parties may mutually agree to select an arbitrator. The parties will have five (5) days to agree upon an arbitrator. If an arbitrator is agreed upon, the Director of Human Resources shall contact the arbitrator to request a date for the hearing. If the parties are unable to mutually agree upon an arbitrator within the aforementioned five (5) days, the grievance may be submitted, by the Command Group, to the Federal Mediation and Conciliation Service (FMCS) in accordance with its Voluntary Labor Arbitration Rules. The grievance must be submitted in writing under a demand for arbitration and must be sent to FMCS by certified mail, with a copy of the arbitration demand sent to the Director of Human Resources within ten (10) days of the conclusion of Step 3 or Step 4 (if utilized). The Arbitrator shall be selected according to the procedures established by the FMCS.

Section 4. Authority of Arbitrator and General Provisions:

The authority of the Arbitrator shall be limited to the interpretation of this Agreement and the Arbitrator shall have no power to alter or modify any terms of this compilation, rule, regulation, ordinance or City Charter.

The decision of the Arbitrator shall be final and binding upon the Command Group, the Command Officers and the City.

All fees and expenses of the Arbitrator shall be paid one-half by the Union and one-half by the City.

The aggrieved employee and a Command Group Representative will be allowed time off without loss of pay while attending the arbitration hearing. The expenses, wages and other compensation of any outside counsel or witnesses, representing or appearing at any step of the Appeal Procedure, shall be borne by the party employing the counsel or by the party calling the witness.

Section 5. Exclusive Remedy for Whistle Blower Allegation: It is agreed between the parties hereto that a single mechanism selected by the Command Officer shall serve as the exclusive remedy for any member of the Police Command Group who asserts that he has had disciplinary action taken against him in retaliation for or arising out of Whistle Blower activities that are protected by federal law (USCA 2000e-3) or state statute (MCL15.363). The single exclusive remedy shall be limited to one (1) of the following: 1.) the mechanism of this grievance procedure, 2.) an unfair labor practice charge filed under state statute, 3.) an administrative proceeding under state statute or federal law, or 4.) a lawsuit under state statute or federal law.



**ARTICLE 8**  
**SENIORITY**

**Section 1.** There shall be two types of seniority in the City of Midland Police Department.

- A. Departmental Seniority. Departmental seniority shall be established as of an officer's date of hire, which shall constitute his or her service date with the department. He or she shall receive departmental seniority dated back to such date of hire upon satisfactory completion of his or her probationary period.
- B. Classification Seniority. An employee promoted from his or her original classification shall be accorded "classification seniority" in the new classification. He or she shall receive classification seniority dated back to the date of promotion upon successful completion of his or her probationary period for the new classification.

Out of Bargaining Unit. Officers promoted out of the bargaining unit shall retain and accumulate their "classification seniority" in their last classification held in the bargaining unit, in the event they are subsequently returned to the bargaining unit within one (1) year.

- C. Voluntary Reduction in Rank. Officers covered by this contract shall be allowed to receive a voluntary rank reduction, subject to the concurrence of the Chief of Police within one (1) year. An officer requesting a voluntary rank reduction shall give the employer sixty (60) days notice.

**ARTICLE 9**  
**JOB EVALUATION**

**Section 1.** It is agreed that the City's established job evaluation procedure which has been used to evaluate all jobs shall continue to be used as the basis for establishing the rates for all new jobs and for measuring the extent to which the value of a job may be affected by any changes which may occur in existing job duties. This established job evaluation procedure shall not be changed unless by mutual consent of the Union and the City.

**Section 2.** In creating a new job, the City shall describe, in writing in a prescribed format, the job as the City wants it to be performed. The Job Evaluation Committee, from the job description, shall use the established procedure to evaluate the job and make its recommendation to the Director of Human Resources as to the proper salary rate and classification for the job. Such recommendation must be made by the unanimous agreement of the Committee.

**Section 3.** Whenever any changes are to be made in a job description which will involve additions or deletions of the work duties of the job, the revised descriptions shall be evaluated by the Job Evaluation Committee the same as for a new job.

Section 4. The Union and the City agree that the unanimous recommendation of the Job Evaluation Committee as to the proper classification and wage rate of a job shall be submitted to the Director of Human Resources. The recommendation may be rejected or approved by the Director of Human Resources. Such classification and wage rate, when approved by the Director of Human Resources, shall be included in the City's Compensation Plan. If rejected, the evaluation shall be returned with the reasons for the rejection to the Committee. If rejected a second time, the dispute may go to arbitration as described in the appeal procedure.

Section 5. The Job Evaluation Committee shall include a member of the Union's bargaining unit appointed by the Union in evaluating any job included in this Agreement.

## ARTICLE 10 FILLING OF VACANCIES

Section 1. If the Human Resources Director and Chief of Police determine that there is a vacancy to be filled in the classification of Sergeant within the Police Command unit, it shall be filled through the following promotional procedure.

- A. Rule of Five. The names of the five (5) employees receiving a passing score on promotional examination criteria shall be certified to the department head.
- B. Requirements. Application procedure, qualifications, and promotional examination criteria and procedure shall be the responsibility of the Director of Human Resources.
- C. Experience. The experience requirements in the job descriptions for all positions within the bargaining unit shall mean experience in the Midland Police Department, except when recruiting for the open competitive register under the requirements described below, and shall not be changed during the life of this Agreement unless by mutual agreement.
- D. Oral Board. A board used for oral examination shall consist of two (2) professional police officers appointed by the Director of Human Resources and the Director of Human Resources or his or her delegate.
- E. Release of Exam Scores. Except for notice of pass or fail, the actual scores of those passing the written portion shall be known only by the Human Resource Department until after the oral examination is scored.
- F. Final Score. Further, the final testing score shall be the arithmetic average of the written test and the oral examination. Scores, ranking and information from written tests, oral boards, etc. will be accessible to the appointing officer to assist in his evaluation of candidates for promotion.
  - 1. Minimum Score. The applicant must achieve a seventy (70%) percent score on each of the written and oral portions.

- G. Minimum Qualified Applicants. When there are fewer than five (5) names available from the promotional list, the vacancy shall be filled from the open competitive register unless the appointing officer elects to appoint from such names as are available with approval of the Director of Human Resources.

Section 2. If the Human Resources Director and Chief of Police determine that there is a vacancy to be filled in the classification of lieutenant within the Police Command Group, it shall be filled through the following promotional procedure.

- A. Employees who are in the classification of Sergeant or above at the time of the original posting deadline for the promotion to the position of Lieutenant, shall be deemed qualified to write the essay and interview for the position of Lieutenant.
- B. Written essay questions may be required as part of the promotional process to be completed by qualified applicants, at the discretion of the city.
- C. An interview, before an interview panel consisting of law enforcement and human resource professionals selected by the City, will be administered to all qualified applicants.

Section 3. The appointing officer may select a qualified applicant for each vacancy based on the results of the essay questions, interview, job performance reviews, disciplines (if any), and other job related factors.

Section 4. The appointing officer may reject all of the names on a list of candidates for just cause. In order to receive a new list, the appointing officer must provide written reasons to the Director of Human Resources for rejecting all of the names on the list of candidates eligible for promotions. A copy of it will be provided to the individual rejected candidates if requested.

Section 5. If there are no internal candidates selected for the promotion, the City shall have the right to recruit for an open competitive register.

Section 6. Qualified Register Lists will be established and in effect for a time period of one year.

**ARTICLE 11**  
**PROBATION**

**Section 1.** In order that the Chief of Police may effectively participate in the selection process involved in the filling of positions covered by this Agreement by promotion, there is hereby established a promotional probationary or working test period. This period shall be twelve (12) months duration after promotion, and at the sole discretion of the Chief of Police, the probationary period may be extended. The City shall decide the ability, qualifications, aptitude, competence and capacity of a promotional probationary employee to perform the required work.

**Section 2.** An employee who has been promoted to any position in the bargaining unit and then rejected during the probationary period shall have the right to resume the position from which they were promoted.

**ARTICLE 12**  
**HOURS OF WORK**

**Section 1.** The wages set forth in the Compensation Plan, unless otherwise provided for herein, shall be for full time service of not less than eighty-four (84) hours per bi-weekly pay period for all employees covered by this Agreement

The regular workweek shall be from 6:15 a.m. Sunday to 6:15 a.m. the following Sunday.

**Section 2.** All patrol unit personnel shall work straight shifts. Management shall establish two (2) basic patrol shifts, the hours of which shall remain constant between postings, except for emergencies. The initial patrol shift hours shall be:

6:15 a.m. to 6:15 p.m.	1st patrol shift
6:15 p.m. to 6:15 a.m.	2nd patrol shift

- A. Each of the 2 basic patrol shifts shall have a command officer of the rank of Sergeant or above assigned respectively.
- B. All patrol division Command Officers will work a twelve (12) hour shift schedule or 42-hour work schedule. All other Command Officers will work a 42-hour work schedule.
- C. Administrative Command Officer positions shall work a 40-hour work schedule with no change in the annual salary. These positions shall not be eligible for or receive Earned Bank Time.

**Section 3.** Management shall have the sole discretion to establish, remove and/or change additional non-rotating patrol shifts and the hours thereof; however, the two basic patrol shift hours shall not be changed without the prior agreement of the Union, except for emergencies.

- A. Management shall have the sole discretion to:
  - 1. Determine the number of Command Officers on each patrol shift, and changes therein; and
  - 2. Determine the experience level of the Command Officers on each patrol shift to assure a balance of experience on each shift. Reassignment under this provision shall be done by reassigning the least senior employee.
- B. The basic patrol shift assignments shall be posted each four (4) months as follows: on or about November 15, March 15 and July 15. Assignments to be effective on or about January 1, May 1 and September 1, respectively. Shift preference shall be in the order of classification seniority. Where more than one officer applies for a particular shift meeting the experience level determined, the senior officer shall receive the preference.



- C. Nothing in this Article shall prevent the Chief of Police from removing and reassigning command officers from a patrol shift at any time for cause. This shall include resulting assignments. If necessary, this decision may be appealed immediately to the Step C, Human Resources Director step of the grievance procedure.

Section 4. All patrol shift command officers shall be allowed a thirty (30) minute paid lunch period. All other command officers, shall utilize a sixty (60) minute unpaid lunch. Less than a full sixty (60) minute lunch may be permitted at the discretion of the administration. For command officers who work a sixteen (16) hour shift, an additional thirty (30) minute paid lunch will be provided. Command officers lunch periods must be separated by six (6) working hours.

Section 5. In order to fully utilize the role of the shift Sergeant as road supervisors, the shift Sergeant shall not be considered in the formula for minimum shift strength. In the case of patrol overtime, if the department is unable to obtain patrol officers for the overtime work then a Sergeant or a Lieutenant shall be offered the opportunity to work the overtime.

Section 6. Shift Trades.

- A. Trades must be authorized by the Patrol Lieutenant or another Department administrator in his or her absence, or as appointed by the Chief of Police.
- B. Employee will receive pay when they work.
- C. Leave may be substituted for traded hours.

**ARTICLE 13**  
**ASSIGNMENTS**

**Section 1.** Selection of employees to fill posted job assignments shall be based on a combination of employee's length of service, training, knowledge, experience, skill, and efficiency in comparison with other employees.

- A. Employees applying for assignments will be interviewed.
- B. The selection of the individual(s) shall be made by the Chief of Police.
- C. To be eligible for consideration, an employee must make application in writing to the Chief of Police. An employee who is absent will be considered as an applicant.
- D. No employee shall make application for a job assignment unless he or she is willing to assume the duties of the job if he is selected.
- E. If no one makes application for the posted job, the assignment will be made by the Chief of Police.
- F. An employee applying for and not receiving the assignment shall have the option of a consultation with the Chief of Police for an explanation.
- G. The job assignment shall be posted for a period of one (1) week and shall contain the following information:
  - 1. A description of the job;
  - 2. Hours of work;
  - 3. The name of the current supervisor;
  - 4. Posting dates; and
  - 5. Application shall be in writing and presented to the Chief of Police.
- H. The employee receiving the job assignment shall be notified of his or her selection and the start date for his/her new assignment, within a reasonable time period after completion of the selection process.

**Section 2.** There shall be a designated road patrol shift supervisor on duty at all times. A patrol shift supervisor is defined as:

- A. A command officer of the rank of Sergeant or above whom has previously worked or is currently assigned as a patrol supervisor, or
- B. A patrol officer specifically designated and assigned to fill in as the Acting Sergeant as determined by the Chief of Police.

Section 3. Temporary Classification Assignments. When an employee is temporarily assigned to a higher job classification for a period of at least thirty (30) days, and assumes all of the responsibilities of the higher job classification because of absence or other assignment where the higher classified employee is not able to perform his or her command duties, the employee temporarily assigned shall be paid Step A of the higher classification. These assignments shall be compensable for only the actual time on duty in the higher job classification. Temporary Classification Assignments cannot be used to avoid filling a higher classification position. This section excludes command officers working a higher classification as a result of a voluntary shift trade made with another command officer.

ARTICLE 14  
COMPENSATION PLAN (WAGES)

Section 1. The Compensation Plan for the employees covered by this Agreement is set forth in "Attachment A" attached hereto.

Section 2. The Compensation Plan shall not be changed during the life of this Agreement without the agreement of the union.

Section 3. Establishment of Rates within the Salary Ranges.

- A. General Provisions. The salary range for the Sergeant classification shall be divided into two (2) steps or intervals, including the minimum or induction rate and the maximum rate; the Lieutenant classification shall be one (1) wage rate.
- B. New Appointments. A new employee will be paid at the minimum of the approved salary range for the position to which he or she is appointed.
- C. Promotions. When an employee is promoted to a higher class position, or the position is allocated to a higher class, if below the minimum of the new class at the time of promotion or reallocation, the salary will be immediately increased to the minimum of the approved range for that class or to an amount at least equal to the current salary if above the new minimum at the time of promotion or reallocation.
- D. Demotions. When an employee is demoted to a lower class position, or their position is reallocated to a lower class, he or she will be paid at the highest rate for the lower class position.
- E. Voluntary Rank Reduction. When an employee chooses to take a voluntary rank reduction they will be returned back to the step that they held when they left that rank.
- F. Transfers. There will be no change in the salary rate of an employee who is transferred, unless the salary is below the approved minimum of the new position, in which case, the provision on promotions will apply, or unless the salary is above the approved maximum for the new position, in which case the provision on demotions will apply.
- G. Reinstatements. When a person previously in the service is reinstated following demotion or dismissal, or is reappointed from an Eligible Register following layoff or demotion, the rate will be at the level of pay at the time of occurrence.

Section 4. Sergeant.

- A. For the first (1<sup>st</sup>) year after appointment to this classification, the employee shall receive the rate of pay prescribed for step "A".

- B. After completion of the first (1<sup>st</sup>) year of service in this classification, the employee shall receive the rate of pay prescribed for step "B".

Section 5. Lieutenant.

- A. The employee shall receive the rate of pay prescribed for Step "A".

Section 6. Volunteer Time Off (VTO): Employees may receive up to 8 hours paid time off per year to provide "hands-on" voluntary service to non-profit or educational organizations located within the City of Midland and approved by the Chief of Police. Exclusions from this policy include, but are not limited to, service provided through membership organizations that the employee belongs where the primary recipients of the service are the constituents of the organization, service provided that primarily benefits the employee's family members or friends, and activities that involve political groups and causes.

- A. VTO must be used in increments of two hours or more and must be requested in advance and approved by the Chief of Police.
- B. The decision to approve a request for VTO is solely at the discretion of the Chief of Police with the operational needs of the Police Department taking precedence.
- C. VTO shall be paid at the employee's current base pay and shall not count as hours worked for overtime purposes.
- D. VTO shall not accrue from year to year and unused VTO will not be paid out upon termination of employment.
- E. Employees are considered representatives of the City while volunteering under this VTO policy and shall conduct themselves accordingly.



## ARTICLE 15 OVERTIME

Section 1. The regular work schedule shall be an average eighty-four (84) hours over a two (2) week period. Time and one-half (1-1/2) shall be paid for all hours worked over twelve (12) hours in any one day, or for hours worked on days off.

Section 2. In case of an emergency declared by the Chief of Police or the designated department commander, an employee shall work such emergency overtime as may be requested, unless the employee has a justifiable excuse, which would preclude attendance for normal duty.

Section 3. An employee will not be scheduled to work more than sixteen (16) consecutive hours in a workday, except in declared emergencies.

Employees who have not been off work for eight (8) consecutive hours may refuse additional overtime, except in emergencies, or when no other employee is available, then the lowest seniority employee available may be ordered to work.

Section 4. When the situation arises where there is need to fill a road patrol shift supervisor position the following guidelines will be used.

- A. If the overtime situation arises during the current shift and an Acting Sergeant is working the shift; the acting Sergeant shall take over duties of the shift supervisor; otherwise
- B. When a prearranged and scheduled overtime situation arises; qualified POLC members will be offered the overtime first.
- C. When not filled by a POLC member the Acting Sergeant for the shift will take over duties; otherwise, the offer will be extended to other available Acting Sergeants.
- D. If the overtime is still not filled then the lowest qualified POLC member in terms of classification seniority will be ordered.

Section 5. Other overtime details requiring a supervisor will be filled by polling the qualified POLC members first, followed by Acting Sergeants. If not filled by polling qualified personnel then the lowest qualified POLC member in terms of classification seniority will be ordered.

Section 6. The Chief of Police shall have the option to require a POLC member be the supervisor for any reason deemed necessary.

Section 7. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. There shall be no duplication, pyramiding, or compounding of any premium wage payments. Compensation, in any form, shall not be paid, nor compensatory time earned, more than once for the same hours worked.

**ARTICLE 16**  
**COURT TIME**

Section 1. Off-duty court time shall be paid at one and one-half (1-1/2) times the officer's base hourly rate, with a minimum pay of three (3) hours at time and one-half (1-1/2).

**ARTICLE 17**  
**CALL-IN PAY**

Section 1. The minimum pay for work performed when called in, that is not contiguous with a scheduled shift as defined in Article 12, Sec. 2, shall be three (3) hours at 1 ½ pay.

This does not affect the court time provision in Article 16.

**ARTICLE 18**  
**SHIFT PREMIUM**

Section 1. Shift Premium. Command officers who are assigned and work the midnight and/or a jump shift as part of their normal schedule shall receive a shift premium per month as established below:

Shift Premium will be in accordance with the following:

Night	Jump
\$130/month	\$50/month

**ARTICLE 19**  
**LONGEVITY**

**Section 1.** Employees hired on or after July 1, 2011 shall not be eligible for longevity. In addition, officers of the Police Officers Association of Midland Michigan (POAM) hired on or after July 1, 2011 who are subsequently promoted to this bargaining unit shall not be eligible for longevity.

Employees hired by the City prior to July 1, 2011 shall be eligible for longevity as described in this section, with the exclusions and limitations as defined in Sections 3-5 below:

On the first hourly payroll in December, all full time police officers having completed either five (5), ten (10), fifteen (15), or twenty (20) years of continuous employment in a full time capacity with the City of Midland shall receive annual longevity payments in the following manner:

- A. After completion of five (5) years continuous service: 3 ½% of annual salary.
- B. After completion of ten (10) years continuous service: 5.0% of annual salary.
- C. After completion of fifteen (15) years continuous service: 6 ½ % of annual salary.
- D. After completion of twenty (20) years continuous service: 8.0% of annual salary.

All percentages shall be applied to the annual salary amounts identified in the wage rate attachment in effect during the first hourly payroll in December of the given year.

**Section 2.** It is further provided that continuous service shall include authorized paid leaves of absence.

**Section 3.** Command Officers covered by this contract on June 30, 2012, shall receive their next longevity increase on the applicable due date, and then shall be frozen at that percentage level for the remainder of their employment.

**Section 4.** Each future Command Officer promoted from POAM after June 30, 2012 with an original City hire date of June 30, 2011 and before, shall remain at his/her longevity percentage established as of the payment in December 2013 for the remainder of their employment (3.5%, 5%, 6.5% or 8%).

ARTICLE 20  
EDUCATIONAL PAYMENTS

Section 1. A Command officer who holds a Degree in Law Enforcement or a related field, as determined by the Chief of Police and the City Manager, from an accredited school shall receive payments in the first hourly payroll in December according to the following: four hundred dollars (\$400) for an Associate's Degree; seven hundred fifty dollars (\$750) for a Bachelor's Degree; and one thousand dollars (\$1000) for a Post-Graduate Degree (Masters, Ph.D.). Eligible officers receiving their initial bonus must have been awarded their degree prior to June 30 of the fiscal year immediately prior to the December payment.

Section 2. Education Reimbursement. Will occur in accordance with Administrative Regulation Number 417, "Voluntary Educational Opportunities Reimbursement Procedure", implemented on July 1, 1985.

ARTICLE 21  
COMPENSATORY TIME

Section 1. Notwithstanding the provisions of Articles 12, 15, 16, and 22 of this Agreement regarding payment of overtime and off duty court time, an employee may request that he or she be credited compensatory time off at the rate of one and one-half (1 ½) the actual hours worked in lieu of premium payment. The employee shall schedule such time off credited to him or her in one hour increments.

- A. Compensatory time can be accumulated up to 120 hours. Overtime pay earned above 120 hours will be paid to the employee in the first pay period thereafter.

Section 2. Earned Bank Time. All Command Officers will receive straight pay for all hours worked under the 42 hour work week and will accumulate one hour of earned bank time per shift week in addition to being paid straight time under the following conditions:

On July 1<sup>st</sup> of each year, the total amount of accumulated hours earned during the previous fiscal year will be credited to the officer's bank time account. These hours will be used prior to June 30<sup>th</sup> of the fiscal year credited. Hours accumulated cannot be carried over from year to year. Accumulated hours shall not be pre-credited for any reason or exception.

Administrative Command Officers working a 40-hour work week shall not be eligible for or receive Earned Bank Time.

Section 3. Voluntary training, as approved by the Chief of Police, when not scheduled during an employee's normal work day, and when the employee does not stay overnight, shall be compensated as training bank time at time and one half (1 ½) and shall have equal priority for use as regular bank time. Training bank time hours accumulated must be taken off within the fiscal year in which the hours were

accumulated or the hours shall be paid out as of December 31<sup>st</sup> of each year at the rate in effect as of December 31<sup>st</sup>. This section applies only to employees who are being trained. It does not apply to any employee who is involved in any other work-related activity.

Section 4. Public appearances and officers training others on behalf of the department in accordance with department rules and regulations will be compensated at time and one-half (1 ½) bank time when carried out during off-duty hours.

Section 5. Training Guidelines - Compensation.

A. Training When Not Staying Overnight.

1. During Duty hours – If the total number of hours trained are not equal to that days duty hours, then the remainder of those hours needed to complete the duty day, will be spent at the department on duty.
2. During off duty hours – Compensation will be at time and one half (1 ½) for the total number of hours trained.

B. Training Out of Town – Overnight -- Three or More Days.

Command Officers will submit regular hours scheduled for that period.

C. Training Out of Town — Overnight -- Less Than Three Days.

1. On duty day(s) – Compensation will be training leave with pay.
2. Off duty day(s) – Compensation will be either training leave with pay for a scheduled day (12 hours) or; as approved by Department Administration, 12 hours shall be accumulated for each day of training and may be placed into training bank time.

D. Adjusting Schedules. Schedules can be adjusted when officer is working where the schedule may not allow sufficient time off for conflicts with training.



**ARTICLE 22**  
**HOLIDAYS**

**Section 1.** The following holidays are hereby specified for all Command Officers:

New Year's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Christmas Day	Friday after Thanksgiving Day

**Section 2.** All holidays shall be a twenty-four (24) hour period from 6:15 a.m. of the holiday itself until 6:15 a.m. of the day after the holiday.

- A. Employees shall be paid for holidays in accordance with the following. Provided, however, that:
  - 1. The employee has not failed to work when scheduled to work on the scheduled holiday in question.
  - 2. The employee is not on an unpaid leave of absence nor laid off.
- B. Vacation or authorized leave properly prearranged shall not interfere with any provisions of this section. Employee must present medical certification confirming that sick leave was due to illness or injury in order to receive pay for the holiday.
- C. The Chief of Police shall determine whether non-patrol employees will, or will not, be assigned to work on any of the above named holidays. All other employees shall work the same as any other day, unless the employee can trade shifts and then only with the approval of the Chief of Police.

**Section 3.** An employee meeting the criteria of this Agreement shall be paid eight (8) hours pay at their base rate (not to include any shift differential) for the eight (8) specified holidays for the day on which the holiday falls. This extra day's pay will not count as a day worked for purposes of computing overtime.

**Section 4.** One and one-half (1 ½) times the normal rate of pay shall be paid in addition for all work performed on the eight (8) specified holidays during the employee's normally scheduled hours on the holiday and double time for all other hours on the holiday.

ARTICLE 23  
CLOTHING AND CLEANING

Section 1. The City will provide uniforms and other articles of clothing which the City requires the employees to wear when on duty. Dry cleaning or laundering of uniforms and approved plainclothes will also be provided.

Section 2. The Detective Lieutenant and Detective Sergeant shall receive a clothing allowance of Six Hundred Dollars (\$600.00) per year, for the purchase of clothes deemed necessary for work. Payment of Three Hundred Dollars (\$300.00) shall be made in the Spring and Three Hundred Dollars (\$300.00) in the Fall.

ARTICLE 24  
HEALTH INSURANCE

Section 1. Health Insurance.

A. Employees

1. The City shall provide employees with the following health and hospitalization insurance (or equivalent). For newly hired employees, this insurance will be effective 30 calendar days after the date of hire.

Employees shall have the option to choose from the following health plans:

- a. BC/BS Community Blue PPO 3 with the BC/BS PPO dental plan (50%, \$800 max) with and VSP 12/12/12 vision plan. Employees enrolled in this plan shall pay 10% of the premium for this plan through payroll deduction. The prescription drug plan for the PPO3 program shall be a co-pay of \$15 for generic drugs and \$30 for non-generic drugs. A 90-day supply of prescription drugs may be purchased for two (2) times the regular co-pay.
- b. BC/BS Community Blue PPO 14/0% with the BC/BS PPO dental plan (50%, \$800 max) and VSP 12/12/12 vision plan. The City is authorized to institute plan design changes to maintain an employer cost that does not exceed the employer cost of the active employee base plan PPO3 as described above.
- c. Simply Blue High Deductible Health Plan with Health Savings Account with \$2,000 single and \$4,000 family annual deductible, no medical co-pays after the deductible and \$10/\$40/\$80 prescription co-pay after the deductible with BCBS PPO dental plan (100/75/50 \$1,000 max) and VSP 12/12/12 vision plan.

For enrollment in the HDHP with an effective date of 1/1/2016, the City agrees to deposit into the employees' health savings account 75% of any premium savings between the PPO 14 plan and the Simply Blue High Deductible. For enrollment after 1/1/2016 and subsequent plan years, the City will deposit into the employees' health savings account 50% of any premium savings between the PPO 14 plan and the Simply Blue High Deductible plan.

- d. Employees shall also have the option of opting out of the City Health Insurance Plan in exchange for a cash payment determined and paid for by the City from time to time.

2. During the open enrollment period prior to January 1 of each subsequent contract year, employees shall be allowed to enroll in the plans available in #1.
3. Disabled Employee. The city will continue to pay the premiums for insurance for employees, their spouses and dependents who are disabled through injuries that are service connected as provided in this Agreement.
4. Deceased Employee. The city shall continue to pay the health insurance premiums for the spouse and dependants of employees fatally injured in the line of duty but limited to twenty-four (24) months for non-duty death; provided however, such obligation to pay the insurance premiums shall cease on the spouse upon remarriage of the spouse. Spouse of record is spouse at time of death.

**B. Retirees**

1. The City shall continue to pay the premiums for retired employees, their spouses, and dependents in accordance with the following table; providing, however, in event of divorce or remarriage of the spouse, the City's obligation to pay premiums for the spouse's insurance will cease. In the event of the death of a retired employee who had selected a survivor option from the pension system, the employee's spouse and any dependents shall be eligible to be included in the City's group health insurance plan with the City's contribution percentage equal to the particular status category as provided herein, that the retired employee would be in if his death had not occurred. Spouse of record is spouse at time of retirement.
2. Employees hired into City employment on or after March 1, 1997 will be eligible for continued medical insurance coverage when they retire from the City, providing they pay 50% of the premium. The City will pay the other 50%.
3. Employees hired on or after July 1, 2011 (and those promoted to the Command unit who were hired under the POAM contract on or after July 1, 2011) are not eligible to participate in the City retiree health insurance plan. Employees hired on or after July 1, 2011 will participate in a Health Care Savings Program. The Health Care Savings Program will consist of contributions equal to 2% of the employee's wages by the City and 2% of the employee's wages by the employee, for a total of 4%. The 2% employee contribution is mandatory. A vesting period of 3 years will apply for all employer contributions to the Health Care Savings Program.

Employees hired prior to July 1, 2011 who retire on or after July 1, 2013 shall have the choice of the PPO3 or PPO14 plans described in 25.1.A above, or the PPO plan in place at the time of their retirement. The health plan selection for retirement is made on an irrevocable basis. In any event, traditional insurance will not be available to those who retire after

June 30, 2013. The premium contribution toward the monthly cost of retiree health insurance is defined in the following chart:

Status		City Contribution Per Cent of Total Cost (hired prior to 3/1/97)	City Hire date 3-1-97 to 6-30-11
1.	Retiree - under age 46	60	50
2.	Single - age 46 or over	100	50
3.	Single - age 46 or over with dependents		
	Employee	100	50
	Dependents	60	50
4.	Married - employee age 46 or over, and spouse under 46		
	Employee	100	50
	Spouse	60	50
5.	Married - employee age 46 or over, and spouse, age 46 or over		
	Employee	100	50
	Spouse	100	50
6.	Married - employee age 46 or over, and spouse age 46 or over, with dependents		
	Employee - Spouse	100	50
	Dependents	60	50
7.	Disability pension (however disabled) includes spouse and dependents, if any	100	100
8.	While on a deferred retirement	-0-	-0-

- 4: Upon attaining the age of Medicare eligibility, all eligible retirees shall enroll in both Medicare Part A and Part B and are obligated to pay the Medicare premiums. Once a retiree is eligible for Medicare A & B coverage, any health insurance provided by the City shall be Medicare complimentary coverage. The City may provide a Medicare Advantage Plan with equivalent coverage instead of the supplemental coverage.



Section 2. For each member of the union and his/her covered family members, the City will provide a physical examination through the health insurance plan. Employees (but not their family members) who do not have such coverage available through the insurance program shall receive a physical examination benefit of up to \$250 once every two years at City expense. The City will select the physician and receive a copy of the results.

**ARTICLE 25**  
**LIFE INSURANCE**

**Section 1.** Each employee will be provided with a life insurance policy in the amount of \$100,000 term insurance and an additional amount of \$100,000 AD&D insurance.

**Section 2.** The City shall pay one hundred percent (100%) of the cost for the term life insurance.

**Section 3.** The City's responsibility for making life insurance premium payments for an employee ceases upon termination or after thirty (30) calendar days on an approved unpaid leave of absence.

**ARTICLE 26**  
**RETIREMENT - PENSION**

**Section 1.** All employees shall be included in the retirement program provided for under Retirement Act No. 345, P.A. 1937, as amended, of the State of Michigan as described in the Midland Policemen and Firemen Retirement System summary plan.

**Section 2.** Multiplier.

- A. For employees hired prior to July 1, 2011 and for service time earned prior to January 1, 2019, the multiplier used for retirement benefit calculation purposes shall be two point seven percent (2.7%) for the first 25 years of service and one percent (1%) after 25 years of service, in accord with the provisions of Act No. 345, P.A. of 1937, subject to subsection 26.3(A) below. For service time earned on or after January 1, 2019, the multiplier will bridge down from two point seven percent (2.7%) to two point five percent (2.5%) using termination FAC for the first 25 years of service and one percent (1%) after 25 years of service in accord with the provisions of Act No. 345, P.A. of 1937, subject to subsection 26.3(A) below.
  
- B. For employees hired on or after July 1, 2011 (including those hired under the POAM on or after July 1, 2011 and subsequently promoted to this unit) and for service time earned prior to January 1, 2019, the multiplier used for retirement benefit calculation purposes shall be two point two five percent (2.25%) in accord with the provisions of Act No. 345, P.A. of 1937, subject to subsection 26.3(A) below. For service time earned on or after January 1, 2019, the multiplier will increase from two point two five percent (2.25%) to two point five percent (2.5%) using termination FAC in accord with the provisions of Act No. 345, P.A. of 1937, subject to subsection 26.3(A).

**Section 3.** Employee Contribution.

- A. The employee's contribution shall be eight percent (8.0%) of payroll.

**Section 4. Final Average Compensation.** For employees hired prior to July 1, 2011, the Final Average Compensation (F.A.C.) for retirement calculations will be the average of the highest annual compensations during a period of the highest three (3) years of service contained within the last ten (10) years of service. For purposes of FAC, one (1) year equals one three hundred sixty five (365) day period.

For employees hired prior to July 1, 2011, Final Average Compensation (FAC) includes:

1. Regular Salary or Wages
2. Overtime Pay
3. Longevity Pay
4. Holiday Pay
5. Vacation Pay
6. Pay while absent on sick leave
7. Education Bonus Pay
8. Court Time Pay
9. Sick Pay
  - a. 34 days figured at the current daily rate (8 hour day). If sick leave held upon retirement is less than stated above, the retiree will be credited with the lesser amount.

Employees hired on or after July 1, 2011 (including those hired under the POAM on or after July 1, 2011 and subsequently promoted to this unit): The Final Average Compensation (F.A.C.) for retirement calculations will be the average of the highest consecutive sixty (60) months of compensation contained within the last ten (10) years of service. Leave time payouts at separation are not included in the F.A.C. calculation.

**Section 5. Minimum Retirement Qualification.**

- A. Employees hired prior to July 1, 2011: The minimum amount of years of service to qualify for retirement is 23 years of service with no minimum age required.

Employees hired on or after July 1, 2011 (including those hired under the POAM on or after July 1, 2011 and subsequently promoted to this unit): The minimum required amount to qualify for retirement is 25 years of service with 50 years of age or age 60 with no minimum years of service. These employees are vested after ten (10) years of service or at age 60.

- B. Employees hired prior to July 1, 2011: 25 and out with COLA, 1% per year simple at 5, 10, 15 and 20 years. Spouse would receive 60% of retirement benefit at the time of member's death and would continue to receive remaining COLA on her 60%. (This would also pertain to Option I or II.)

Employees hired on or after July 1, 2011 (including those hired under the POAM on or after July 1, 2011 and subsequently promoted to this unit): No cost of living adjustments after retirement.

- C. Eighty four (84) or more hours of work in a calendar month shall be credited as a month of service. No service credit shall be granted for less than eighty four (84) hours of work in a calendar month.
- D. For employees hired prior to July 1, 2011: Ten (10) months of service rendered in a calendar year shall be credited a member as a year of service credit. Retiree must work a full 23 years before being eligible for this option.
- E. Not more than twelve (12) months of service shall be credited any member for any calendar year.

Section 6. At retirement, employees may exercise the option of withdrawing their accumulated contributions with interest, and thereby forfeiting the portion of their retirement allowance which is financed by their contribution. The rate of interest shall be determined according to the table prepared by an independent agency, and which has been adopted by the Retirement Board of the City of Midland Police Officers and Fire Fighters Retirement System. The employee must pay one-half of annuity actuarial cost if the employee requests annuity cost analysis and does not choose the annuity retirement option.

Section 7. Retirement Options. As outlined in the Midland Policemen and Firemen Retirement System.

Section 8. Disability Retirement (service connected). Upon the application of a member, or his Department Head, a member who becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes rising out of an in the course of his/her employment by the city shall be retired by the retirement board after a medical examination of a member made by a medical committee, consisting of a physician named by the retirement board, a physician named by the member claiming benefit, and a third physician designated by the first two physicians named certifies in writing that the member is:

1. Mentally or physically incapacitated for the further performance of duty as a policeman in the service of the city, and
  2. The incapacity is likely to be permanent, and
  3. That the member should be retired.
- A. Duty Disability. For employees hired prior to July 1, 2011: Upon approval of the Retirement Board, benefits are payable upon the total and permanent disability of a member in the line of duty.

Calculations of Duty Disability Pension:

Retirees receive fifty percent (50%) of FAC until age fifty five (55). After age fifty five (55), disability retirement is refigured using multiplier in effect at the time of retirement. Retirees are given service credit for years on duty disability.

Duty disability for employees hired on or after July 1, 2011 (including those hired under the POAM on or after July 1, 2011 and subsequently promoted to this unit): Per the provisions of PA 345 (1937).

- B. Non-Duty Death. For employees hired prior to July 1, 2011: The non-duty death in service survivor's pension shall be payable to a surviving spouse, if any, upon the death of a member with 10 or more years of service.

For employees hired prior to July 1, 2011: Calculations of Non-Duty Disability Pension:

Retirees receive two percent (2%) of FAC until age fifty five (55). After age 55 disability retirement is refigured using multiplier in effect at the time of retirement. Service credit is not given for years on non-duty disability

Non-duty disability for employees hired on or after July 1, 2011 (including those hired under the POAM on or after July 1, 2011 and subsequently promoted to this unit): Per the provisions of PA 345 (1937).

Section 9. Death During Disability Retirement. Disability retirement survivor's pension shall be paid to a surviving spouse, if any, upon the death of a member on disability retirement. The survivor benefit will be 60% of retiree's disability retirement. Spouse at time of disability retirement is spouse of record.

Section 10. Effective July 1, 1994, the City will provide \$250 towards a bi-annual physical for retirees.

Section 11. Upon full retirement in good standing from the Midland Police Department, a command officer shall be awarded their issued duty handgun and a magazine upon state required transfer of ownership. The Chief of Police shall determine what constitutes retirement in good standing.

**ARTICLE 27**  
**LEAVES OF ABSENCE**

**Section 1.** Leaves - Generally. No employee may be absent from his or her job without an approved leave. An approved leave shall be any leave with pay as specified in this Agreement or leave of absence without pay as described in this Agreement. Absent from duty without approved leave or following an approved leave for three (3) consecutive workdays shall be deemed a resignation from the City service by the absentee. Upon a report of such absence by the Chief of Police to the Director of Human Resources, the absentee shall be removed from the City service. If, any time within ten (10) days thereof the person so absenting himself shall make satisfactory written explanation to his or her Chief of Police of the cause of his absence, he or she may be reinstated in his or her position. If the Chief of Police, does not reinstate the employee he or she may file a grievance as if a discharge had occurred.

**ARTICLE 28**  
**VACATION**

**Section 1.** Employees shall receive annually on January 1, the days of paid vacation leave as shown on the following schedule to be taken during the calendar year:

<u>Years of Service</u>	<u>Hours</u>
One through four years	96
Five through nine years	136
Ten through fourteen years	160
Fifteen through nineteen years	176
Twenty through twenty-four years	192
Twenty-Five years or more	208

**Section 2.** Years of service shall be the number of full years of employment with the City to be reached during the calendar years beginning with the particular January 1st date.

**Section 3.** On each January 1<sup>st</sup> crediting date following the employee's entry to the department, the number of vacation hours credited to him or her shall be proportional to the number of months of the preceding calendar year of twelve (12) months he or she was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the tenth (10th) of that month.

- A. Days of paid vacation leave, not to exceed eighty (80) hours, may be carried over from one calendar year to the next calendar year and with the approval of the Chief of Police and Director of Human Resources, every third year one hundred sixty (160) hours may be carried over to take an extended vacation. After the completion of twenty five (25) years of service, one hundred and sixty (160) hours may be carried over every year. In addition, the employee shall be paid for any unused vacation due him or her for that year when he leaves the City service.



- B. An employee may buy back up to forty (40) hours vacation once each fiscal year. The "Buy-Back" will be in full hour increments, paid at the employee's base wage. The employee's election shall be irrevocable written notice to the Human Resources Department. Any such hours paid will not be included in any overtime consideration.
  
- C. Effective January 1, 2011, with written notice by January 30 for the upcoming fiscal year, and pending final budget approval and guidelines established for all City departments by the City Manager, an employee may buy back up to forty (40) hours vacation once each fiscal year. The "Buy-Back" will be in full hour increments, paid at the employee's base wage. Any such hours paid will not be included in any overtime consideration.

Section 4. Vacation will be taken in four (4) or six (6) hour increments.

An employee may receive his or her earned paycheck prior to leaving on vacation provided that he or she makes his request to the Finance Department at least ten (10) days prior to the start of his or her vacation.

**ARTICLE 29**  
**SICK LEAVE**

**Section 1.** Each employee shall accumulate ninety-six (96) hours of sick leave with pay per year. On each January 1<sup>st</sup> crediting date following the employee's entry to the department, the actual number of sick leave hours credited to him or her shall be proportional to the number of months he or she was employed by the City. To receive credit for a month, the employee's anniversary date must fall on or before the tenth (10th) of that month.

Approval of the Police Chief or his/her designee be required on all requests for sick leave. Medical certification will not generally be required to substantiate sick leave absences of two (2) consecutive working days or less; however, medical certificates or in lieu thereof, a signed written statement from the employee setting forth the reasons for sick leave, may be required at the discretion of the City for each absence, regardless of duration, should the City have reason to believe the employee is abusing his or her sick leave privileges. Falsification of the medical certificate, falsely setting forth the reasons for the absence, or failure to obtain the medical certificate shall constitute just cause for disciplinary action or dismissal.

**Section 2.** Unused Sick Leave. Unused sick leave may be accumulated and shall be paid as follows:

- A. After an employee has accumulated 960 sick leave hours, he or she shall be permitted to accumulate additional sick leave hours. He or she shall continue to earn 96 hours per year and shall be paid for 75% of that year's unused sick leave hours. Payment shall not exceed 72 hours in any one year. Fractions will be rounded up and paid to the next highest 4 hour increment. The remainder of sick hours earned shall be credited to the employee's bank.
  
- B. In the event of death, retirement, or job related total disability of an employee, the City will at such time pay to him or her or to his or her estate, one half (1/2) of his or her accumulated unused sick leave not to exceed six hundred forty 640 hours at his or her base pay in effect at such date.

**Section 3.** Utilization. An employee may utilize his or her sick leave allowance in one (1) hour increments upon approval of his or her Chief of Police or his or her designate and the Director of Human Resources, for absence due to his or her illness or injury and for absence due to illness or injury of others as specified below:

- A. Illness or Injury. Sick leave may be utilized by an employee in the event of his or her illness or injury, or for illness or injury in his or her immediate family, which necessitates his or her absence from work. "Immediate family" in such cases shall be a domestic partner, wife, husband, child, brother, sister, parent, parent-in-law, spouse's brother or sister, brother's

spouse, sister's spouse, son-in-law, daughter-in-law, or other relative living in the same household. When an employee wishes to utilize sick leave to attend a member of the immediate family, he or she will not be allowed more than twelve (12) hours absence without prior approval of the Chief of Police, or his or her authorized representative and no more than thirty six (36) hours leave will be granted unless death of the family member is expected by the attending physician. Sick leave may not be utilized for illness or injury to an employee if the sickness or injury arose from work at non-City employment where that employer is providing at least some compensation for time lost because of the illness or injury.

- B. Substitution of Vacation for Sick Leave. When an employee has used all of his or her earned sick leave and is unable to return to work, vacation may be substituted for sick leave, if requested by the employee, for the balance of the period of disability or until all vacation has been used.
- C. Extensions. The City Manager, at his or her sole discretion, may allow an employee to borrow additional days of paid sick leave, if the employee is unable to return to work after the employee has exhausted all of his or her accumulated sick leave and vacation days. The number of sick leave days he or she may borrow upon written request shall not exceed three (3) days for each full year of employment with the City and shall be further limited to the number of days the employee may need to cover the duration of the illness for which paid sick leave is requested. Requests to use this provision more than once may be made, provided the employee has repaid the previous balance of sick leave. Any days borrowed shall be paid back from sick leave days which the employee earns and/or deducted from any compensation otherwise due the employee at termination. Additional extensions beyond those described above are not permitted.

**ARTICLE 30**  
**DUTY DISABILITY**

**Section 1.** Workers' Compensation.

- A. An employee injured or incapacitated in the actual discharge of duty shall receive such pay for injuries as provided for under Workers' Compensation Laws of the State of Michigan. An employee shall not be required to use their sick leave for absences due to "on the job" injuries.
  
- B. Return to Work. Employees injured on the job and medically released to work light duty shall first be accommodated within their department and then the bargaining unit, in that priority. If no accommodation can be made, the Human Resources Director may offer the employee a light duty assignment in another City position as per current state statutes. The Human Resources Director shall determine the qualifications of the position and the employee's ability to perform the job. Employees will not be required to fill positions in other bargaining units. Employees shall continue at the same level or pay and benefits.

**Section 2.** Base Salary. In addition to the minimum amount required by law, the City shall pay to the employee an additional sum. This additional sum shall be the difference between the employee's base salary and the said Workers' Compensation payment for any period of disability of not more than fifty two (52) weeks from the date of injury.

**Section 3.** Use of Paid Leave. The employee may thereafter use earned sick leave, vacation leave, or personal leave days in one-half (1/2) day increments in addition to the Workers' Compensation payment for a total sum not to exceed their base salary for any weekly period.

**Section 4.** Insurance Paid by City. The City shall pay the City's share of health and life insurance costs while the employee is receiving Workers' Compensation only during the time that the City is compensating the employee, in addition to Workers' Compensation payments as defined in this section.

**Section 5.** Retraining Program. The City will pay the City's share of health and life insurance costs while the employee is actively participating in a qualified retraining program which is intended to prepare the employee for achieving a different work occupation.

**Section 6.** Insurance Available to Employee. Those employees not eligible for City paid health and life insurance as described in this section may arrange with the City to continue the health and life insurance coverage by paying the full cost each month prior to the monthly billing for said insurance to the City.

**Section 7.** Holiday Pay. Employees receiving only Workers' Compensation are not eligible for holiday pay.

Section 8. Other Benefits Affected. The employee shall not continue to earn vacation, sick leave, or other benefits not specifically permitted in this Agreement while receiving only Workers' Compensation payments.

### ARTICLE 31 FUNERAL LEAVE

Section 1. It is the intent of this provision to provide emergency leave to employees to enable their attendance at funerals involving their immediate family as defined below. This provision should not be construed as to permit emergency time off to attend to other personal matters connected with a funeral. In case of death in his or her immediate family, a regular full time employee shall be granted up to three (3) shift days at the discretion of the Chief of Police. Immediate family is defined in Article 30, Section 3A, and shall also include the employee's grandparents for this purpose.

### ARTICLE 32 MILITARY LEAVE

Section 1. Any regular employee who is inducted into the Armed Forces of the United States or joins the Armed Forces in lieu of being inducted, under provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service. After being honorably discharged from his or her first tour of duty, such employee will be reinstated to his or her former position or one comparable to it as may be required by state or federal law, provided:

- A. He or she makes application for reinstatement within ninety (90) days after his release from military duty or from hospitalization continuing after discharge for a period of not more than one year.
- B. He or she is physically and mentally qualified to perform the duties of the position if it still exists.

Section 2. If an employee is not qualified to perform the duties of such a position by reason of disability during such service, he or she shall be placed in such other position, the duties of which he or she is qualified to perform as would provide him or her with like status, and pay, or the nearest approximation thereof consistent with circumstances of his or her case. If the employee's position has been transferred to another agency of the City, the employee shall be restored to the same position in the new department.

Section 3. Any regular employee who requests a leave of absence, not to exceed ten (10) working days, to participate in a branch of the Armed Forces Reserve Training Program, shall be granted such leave upon presentation of proper documentation by his or her commanding officer. He or she shall be paid by the City the difference between the amount he or she received for such training and his or her full salary.

Section 4. Any regular employee who is called out on emergency duty by any of the established Armed Forces Reserve Training units or by the Michigan National Guard



shall be paid by the City the difference between the amount he or she received for such duty and his or her salary for each day of duty not to exceed five (5) working days. However, should at any time the employee be federalized, the City's obligation under this provision would cease and the employee would be considered to be on full military leave.

### ARTICLE 33 PERSONAL HOLIDAY

Section 1. Effective each July 1, regular employees shall receive twenty-four (24) personal leave hours which must be used prior to the following July 1st. Two supervisors assigned to the same shift may be off together on authorized leave (Vacation, Personal Holiday, Bank Time, Training Bank Time or Earned Bank Time) provided one supervisor is utilizing Personal Holiday. Personal holiday will be taken in four (4) hour increments.

Swing shift sergeants shall receive an additional eight (8) hours of personal holiday for each four (4) month shift period. The additional personal holiday leave time shall be added to the bank at the start of the shift period.

### ARTICLE 34 PARENTAL LEAVE

Section 1. An employee shall be eligible to use accrued vacation leave for a period of up to thirty (30) calendar days for paid leave of absence for childbirth and child care. If a longer leave is desired, employees shall be granted a leave of absence upon their request, for childbirth and child care, without pay or benefits, subject to recommendation of the Chief of Police as to how the work of the employee will be accomplished, including a request, if needed, for additional help either permanent or temporary. Such unpaid leave shall be termed parental leave. Approval of the Director of Human Resources is required prior to paid or unpaid parental leave authorization.

Section 2. Benefits. No seniority, or benefits will accrue during the time the employee is on unpaid parental leave. The employee must arrange for continuing insurance and hospitalization at no cost to the City.

Section 3. The following requirements shall apply to employees who select this leave:

- A. The request for parental leave shall be submitted in writing to the Director of Human Resources ninety (90) days prior to the date the leave is to begin, unless circumstances clearly preclude opportunity for such notice. The employee must submit to the Director of Human Resources proper certification by the employee's, physician of her pregnancy and probable date of birth.
- B. During the period between the employee's request for parental leave and the effective date of the leave, the employee may continue to work



provided the employee submits monthly medical reports, on forms provided by the City, indicating the ability to perform fully all the duties of the position.

- C. Approved parental leave will begin on the effective date requested by the employee or on the date the employee is no longer able to perform fully all of the duties of the position.

Section 4. Parental leave will also be available for an employee who adopts a baby, or for an employee who is the father of a baby. This form of leave will start on the date the baby becomes a resident in the employee's home. If a replacement is not necessary during the employee's absence, he or she may return to his or her former position at the termination of the parental leave. If a replacement is necessary, the employee may return to the City service at the termination of the leave to a position of the same class if a position exists at that time. If no position is available, the employee will be placed on the eligible register for the earliest possible placement.

Section 5. If an employee fails to return to work within six (6) months after termination of pregnancy, her employment is terminated. For the employee who is the father of a baby who fails to return to work within six (6) months of the date the baby becomes a resident in the employee's home, his employment is terminated.

Section 6. Family and Medical Leave Policy. An employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the City's FMLA Policy in addition to all other relevant sections of this contract.

## ARTICLE 35 LEAVE OF ABSENCE WITHOUT PAY

Section 1. All requests for leave of absence without pay shall be made in writing by the employee desiring the leave. Such requests shall set forth fully the reasons for the request of such leave, the date when such leave would begin and end, and a statement of the desire and intention of such employee to return to the service of the City at the expiration of the leave. Such request shall be transmitted to the City Manager by the Chief of Police with a statement of his or her approval or disapproval of the request, his or her plan for taking care of the work during the absence of the employee and if necessary, his or her request for certification of an eligible person for appointment to the temporary vacancy. No leave of absence shall be effective until formally requested as stated above and approved by the City Manager, except that when leave of absence is made necessary through sudden illness or injury or service of country or state, the Chief of Police may grant such leave without a signed statement from the employee; and the approval thereof, if given by the City Manager shall be retroactive.

- A. Leave of absence may be granted for good cause. The following causes may be deemed proper: temporary physical disability and study or training of value in connection with the service being rendered to the City. Requests for leave shall not be granted to permit an employee to take employment outside the City service except temporary military service or

military service for an indefinite period of time in case of war or civil insurrection.

- B. An employee who has been on leave of absence and reports back to the appointing officer of his or her department at the expiration of such leave shall be reinstated to his former position. In any case where the position formerly filled by an employee on leave has been discontinued because of lack of funds or lack of work, the returned employee shall be placed at the head of the appropriate eligible list for reinstatement to a corresponding position in the City service.
- C. Time spent on an unpaid leave of absence of over three (3) work days shall be deducted from an employee's service credit in determining vacation and sick leave or longevity benefits.
- D. During an unpaid leave of absence, the employee shall maintain but not accrue seniority.
- E. During the first thirty (30) days only of an unpaid leave of absence, the City will continue to pay its share of insurance premiums. However, in case of an unpaid leave of absence for physical disability beyond thirty (30) days, the employee may continue to be included in the City's group insurance plans for up to one year at his or her cost upon his or her making payment arrangements in writing, satisfactory to the Director of Human Resources.

ARTICLE 36  
LAYOFF AND RECALL

Section 1. In the event of layoff and recall, the following order shall govern, provided always, the employee seeking to exercise his or her departmental seniority to continue working must be qualified to perform the work required:

- A. Probationary employees in the classification affected shall be laid off first, in the order of last hired, first laid off, as long as the employees left can perform the work.
- B. In the event of further layoffs, the employee with the lowest classification seniority in the classification affected shall be laid off next, and so on in such order.

Section 2. In the event departmental layoffs require the reduction of an employee from one classification to a lower classification, the employee with the lowest "in classification" seniority shall be laid off first, and reductions made from top to bottom in such order.

Section 3. Any employee being demoted as the result of a layoff to a lower classification shall retain and continue to accumulate classification seniority of the higher classification, while the demoted employee is in such lower classification unless that person was laid off during the probationary period.

Section 4. In the event of a recall, the procedure above shall be reversed, and employees who have been demoted, shall be the first promoted to their former classification provided, however, they remain qualified to perform the job required.

Section 5. During any layoff, new employees shall not be hired until all employees on layoff who are qualified have been given the opportunity for recall.

Section 6. Employees on layoff who have refused recall or have been on layoff for two (2) years shall be terminated.

**ARTICLE 37**  
**RESIGNATIONS**

Section 1. Any employee resigning from his or her position, whenever possible, shall give sufficient advance notice of his or her intention to enable the City to make proper provisions for the filling of the position.

Section 2. All resignations shall be in writing and filed with the Chief of Police and the Director of Human Resources. Any employee failing to give such proper notice shall be considered as having left the service not in good standing and his or her record shall so note.

**ARTICLE 38**  
**REINSTATEMENTS**

Section 1. In case of reinstatement of City employees within eighteen (18) months after leaving the City service, credit shall be given for past service insofar as promotions are concerned.

**ARTICLE 39**  
**DISCIPLINE**

Section 1. The City agrees that in imposing discipline, the department will act in a fair, consistent, and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of case and for the employee's past record. The City and department recognizes the rights of employees who may consider themselves aggrieved by a discipline to raise such grievance through the grievance procedure. The City mutually agrees that in general, they will follow the principles of corrective and progressive discipline.

Section 2. Disciplinary action may take one of the following forms:

- A. Verbal Warnings. This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violation of a minor nature.
- B. Written Reprimand. This form of disciplinary action may be used for the same reasons as those stated for warning. Normally, written reprimands would be used in those instances where repetition of a violation would be considered serious.
- C. Demotions. This form of disciplinary action may be used when the employee does not give satisfactory service in the position he holds but gives evidence of ability to perform the work and responsibilities of a lower classification.



- D. Suspension. Suspensions are temporary separations from the City service for the disciplinary purposes where the cause is not sufficiently grave for dismissal. Any employee may be suspended by the Chief of Police and the Director of Human Resources, without pay, up to a period of sixty (60) days within one year. The employee may file a dispute or grievance at Step C. (Director of Human Resources) of the grievance procedure.
- E. Dismissal. A discharge or permanent separation for disciplinary reasons where the violation is of a serious nature. The employee may file a dispute or grievance at Step C (Director of Human Resources) of grievance procedure.

Section 3. Discipline Files. A record of any and all written reprimands, suspensions, or demerits of any kind to any employee by a Chief of Police for the purpose of disciplinary purposes, shall be filed with reasons thereof or in the Human Resources Department and a copy sent to the Union. The record of any suspension shall remain in the employee's personnel file for four (4) years, and said record shall not be released for outside promotional use.

Section 4. Discussion with Employee. The written reprimand, suspension, or dismissal shall be discussed with the employee, initialed by the employee to indicate only that he has seen it. The Union may have a representative present during this discussion, if requested by the employee. If the employee submits a written reply, the reply shall be placed in the file with the written form of discipline. Upon the request of the employee, all written reprimands, or evidence thereof, shall be removed from the employee's personnel file after two (2) years, and all verbal reprimands after one (1) year, in which no other written disciplinary action has been taken.

Section 5. Time Limit on Discipline. No disciplinary action shall be initiated beyond ninety (90) calendar days after the City learns or should have known of an alleged violation by an employee of any City rule or regulation.

Section 6. Paid Insurance Premium. The City will continue to pay the suspended employee's contractual insurance premiums.

Section 7. Employees subject to suspension by the Department will not lose days of work or pay until a determination is made by the Director of Human Resources at the "C" step of the appeal process.

Section 8. Hiring of Suspended Employees. An employee separated from the City service through suspension or dismissal shall not be hired in any other department either on a temporary or permanent basis unless specifically approved by the Director of Human Resources.

**ARTICLE 40**  
**RESIDENCY**

**Section 1.** Employees covered by this Agreement shall be required to reside within a twenty-five (25) mile radius of the Law Enforcement Center.

**ARTICLE 41**  
**MANAGEMENT RIGHTS**

**Section 1.** It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are: the right to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery, tools, equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

**ARTICLE 42**  
**NO STRIKE - NO LOCKOUT**

**Section 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, illegal picketing, sit-down, stay-in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work, or interference with the operations of the City.

**Section 2.** In the event of such prohibited conduct, the Union shall immediately instruct the involved employees in writing, with a copy to the City, that their conduct is in violation of the contract, and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease the offending conduct. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

**Section 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.



**ARTICLE 43**  
**EMPLOYEE SAFETY CLAUSE**

It is agreed between the Union and the City that both parties are obligated to provide the safest environment possible for both parties and the public who utilize municipal services. Therefore, the following is established to provide a mechanism for an ongoing system of safety awareness, and accident prevention.

- A. It is recognized the City Safety Manual shall be the initial guide for all safety practices, recognizing it does not address itself to all situations or conditions. The Chief of Police may issue supplemental departmental safety rules. Both the Union and the City must promote safety and endorse such rules as to enhance safety. Employees must recognize that observance of safety rules and regulations is a condition of employment.
  
- B. A Departmental Safety Committee shall be formed, consisting of at least two (2) supervisory officers appointed by the Midland Police Command Group subject to the concurrence of the Chief of Police. The appointment shall normally be for periods of one year, beginning with the July meeting of each year. Each Union will provide to the Chief of Police written notice of its appointed members.
  - 1. The Departmental Safety Committee shall meet monthly. The Committee shall select one (1) of its members as Chairman and one (1) of its members as Recording Secretary. Three (3) members shall constitute a quorum.
  - 2. The Departmental Safety Committee shall:
    - a. Review all Police Department accident reports and make appropriate comments and recommendations.
    - b. Review department safety procedures and equipment, making appropriate comments and recommendations;
    - c. Identify potential problem areas with regard to safety, making appropriate comments and recommendations; and
    - d. Seriously consider safety suggestions of any individual employee.
  - 3. Minutes of all meetings shall be kept with copies being forwarded to the Chief of Police, Director of Human Resources, and the Midland City Safety Board. The Committee shall prepare a report to the Chief of Police and Director of Human Resources each December of any recommendation not resolved so that the Chief of Police may have timely information for those recommendations which may have to be included in the annual budget.
  
- C. Vehicle Safety. Because of the necessity and importance of safe motor vehicle conditions in the work of the police service, no motor vehicle shall be used where there is an outstanding vehicle repair slip for an item

unsafe for the immediate use, signed by any command officer, until serviced by a mechanic.

- D. The City may, upon approval of the City Manager, implement safety incentive, customer service incentive or other incentive programs with the goal of improving service to citizens, improving health and safety of employees, or reducing liability. Said incentive programs may include monetary awards or awards of merchandise to the employees with awards based on employee performance. Total expenditures for incentive programs for all departments may not exceed \$5,000 per fiscal year.

#### ARTICLE 44 MISCELLANEOUS

Section 1. It is expressly agreed by the parties hereto that nothing contained in this section or in any part of this Agreement shall be construed or used in a manner to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party hereto of the existence of the complaint or contention, and the latter party, after having been allowed a reasonable opportunity to correct the same, shall fail to do so within ten (10) days of notification by the other party.

Section 2. Outside Activity. When in the opinion of the Chief of Police any outside activity carried on by any employee is detrimental to the City service, it shall be the duty of the Chief of Police to report same to the Director of Human Resources and, if the opinion of the Chief of Police is substantiated, it shall be the duty of the Chief of Police to order the outside activity discontinued.

Section 3. Drug Testing. Within thirty (30) calendar days of the City publishing an Administrative Regulation on drug testing, the two parties will meet and negotiate the following conditions of work:

- A. Confrontation of employees post incident and for cause.
- B. Chain of custody.
- C. Testing to be utilized.
- D. Access to rehabilitation.
- E. Discipline.
- F. Last chance clause.

Section 4. Ban on Smoking. Employees hired after June 30, 1990 shall not smoke on duty or off duty. Violation of this policy will be cause for discipline as otherwise outlined in this contract.

ARTICLE 45  
PERFORMANCE EVALUATIONS

Section 1. The Director of Human Resources shall prepare, or cause to have prepared and maintained, a system whereby the Chief of Police will report on the performance of all employees. Such reports shall be made at such times and in the manner prescribed by the Director of Human Resources. The rating reports shall be centrally maintained under the supervision of the Director of Human Resources. They shall be made a part of the procedure having to do with promotions, demotions, and separation from service and other personnel status changes. When rated, each employee shall be rated by their immediate supervisor. Efficiency reports will be kept on record. Service ratings shall not be used solely for purposes of discipline.

ARTICLE 46  
WAIVER CLAUSE

Section 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 a law in 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 waive 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, even though such subject or matter may not have been - within the knowledge of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 47  
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. The parties may reconvene to negotiate that provision of the Agreement that has been found to be illegal or invalid.

ARTICLE 48  
DURATION

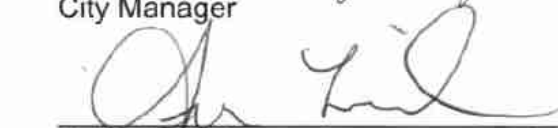
Section 1. This Agreement shall be and remain in full force and effect from July 1, 2018 and shall continue in full force and effect through June 30, 2021, and thereafter for successive one (1) year periods, unless one of the parties hereto on or before the sixtieth (60th) day next preceding the anniversary date, shall notify the other party hereto in writing of its desire to modify same.

IN WITNESS WHEREOF, the City of Midland, a Michigan Municipal Corporation, and the Union, by their duly authorized representatives, have signed their names below to this contract effective July 1, 2018.


FOR THE CITY OF MIDLAND:

  
\_\_\_\_\_  
Maureen Donker  
Mayor


  
\_\_\_\_\_  
C. Bradley Kaye  
City Manager

  
\_\_\_\_\_  
Selina Tisdale  
City Clerk

FOR THE MIDLAND POLICE  
COMMAND GROUP:

  
\_\_\_\_\_  
John Stidham / POLC  
POLC Representative

  
\_\_\_\_\_  
Christopher Komara  
President

  
\_\_\_\_\_  
Christopher Wertzell  
Vice President

  
\_\_\_\_\_  
Matthew Berchert  
Bargaining Member

**ATTACHMENT A  
Midland Police Command Group**

**Effective 7-1-18  
2%**

	<b>Start A</b>	<b>One Year B</b>
<b>PO10 Police Sergeant</b>	<b>\$79,648</b>	<b>\$83,144</b>
(2184 hours)	<b>\$36.47</b>	<b>\$38.07</b>
(2080 hours)	<b>\$38.29</b>	<b>\$39.97</b>
<b>P11a Police Lieutenant</b>	<b>\$91,395</b>	
(2080 hours)	<b>\$43.94</b>	

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**Effective 7-1-19  
2%**

	<b>Start A</b>	<b>One Year B</b>
<b>PO10 Police Sergeant</b>	<b>\$81,241</b>	<b>\$84,807</b>
(2184 hours)	<b>\$37.20</b>	<b>\$38.83</b>
(2080 hours)	<b>\$39.06</b>	<b>\$40.77</b>
<b>P11a Police Lieutenant</b>	<b>\$93,223</b>	
(2080 hours)	<b>\$44.82</b>	

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**Effective 7-1-20  
2%**

	<b>Start A</b>	<b>One Year B</b>
<b>PO10 Police Sergeant</b>	<b>\$82,866</b>	<b>\$86,503</b>
(2184 hours)	<b>\$37.94</b>	<b>\$39.61</b>
(2080 hours)	<b>\$39.84</b>	<b>\$41.59</b>
<b>P11a Police Lieutenant</b>	<b>\$95,088</b>	
(2080 hours)	<b>\$45.72</b>	

<p style="text-align: right;">-A-</p> <p>Agreement, 3 Arbitration, 8 Assignments, 15</p> <p style="text-align: right;">-B-</p> <p>Ban on Smoking, 48 Bargaining Sessions, 4 Bargaining Unit, 4 Bulletin Board, 5</p> <p style="text-align: right;">-C-</p> <p>Call in Pay, 20 Changes, 3 City Representative, 3 Clothing and Cleaning, 25 Compensation Plan, 17 Compensatory Time, 22 Court Time, 20</p> <p style="text-align: right;">-D-</p> <p>Demotions, 44 Dental Insurance, 26 Department Safety Committee, 47 Disability Retirement, 32 Discipline, 44 Discipline Files, 45 Dismissal, 45 Drug Testing, 48 Dues Deduction, 5 Duration, 49 Duty Disability, 38</p> <p style="text-align: right;">-E-</p> <p>Earned Bank Time, 22 Education Payments, 22 Education Reimbursement, 22 Emergency Overtime, 19 Employee Safety Clause, 47 Employees, 4 Equal Rights, 3</p> <p style="text-align: right;">-F-</p> <p>Funeral Leave, 39</p> <p style="text-align: right;">-G-</p> <p>Grievance Procedure, 6</p>	<p style="text-align: right;">-H-</p> <p>Health Insurance, 26 Holidays, 24 Hours of Work, 13</p> <p style="text-align: right;">-I-</p> <p>Interpretation, 3</p> <p style="text-align: right;">-J-</p> <p>Job Evaluation, 9</p> <p style="text-align: right;">-L-</p> <p>Layoff and Recall, 43 Leave of Absence, 34 Leave of Absence Without pay, 41 Life Insurance, 30 Longevity, 21 Lunch Period, 14</p> <p style="text-align: right;">-M-</p> <p>Management Rights, 46 Maximum Working Hours, 19 Membership Meetings, 5 Military Leave, 39</p> <p style="text-align: right;">-N-</p> <p>No Strike - No Lockout, 46 Non-Duty Death, 33</p> <p style="text-align: right;">-O-</p> <p>Outside Activity, 48 Overtime, 19</p> <p style="text-align: right;">-P-</p> <p>Parental Leave, 40 Performance Evaluations, 49 Personal Holiday, 40 Personal Holiday Swing Shift, 40 Personnel File, 5 Personnel Ordinance, 6 Probation, 12 Promotion, 10 Purpose and Intent, 4</p>
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-R-

Recognition, 4  
Regulations, 6  
Reinstatements, 44  
Residency, 46  
Resignations, 44  
Retiree Physical Exam, 29  
Retiree's Hospital and  
Medical Insurance, 27  
Retirement Pension, 30  
Retirement Qualification, 31  
Return to Work, 38  
Rule of Five, 10  
Rules, 6

-S-

Safety Clause, 47  
Savings Clause, 49  
Seniority  
Classification, 9  
Departmental, 9  
Shift Posting, 13  
Shift Premium, 20  
Shift Supervisor, 15  
Shift Trades, 14  
Shifts, 13  
Sick Leave, 36  
Suspension, 45

-T-

Temporary Classification  
Assignments, 16  
Time Limit on Discipline, 45  
Training Guidelines  
Compensation, 23

-U-

Union Business, 5  
Union Management Meetings, 3  
Union Representative, 3  
Union Rights, 4  
Utilization Sick Leave, 36

-V-

Vacancies, 10  
Vacation, 34  
Vehicle Safety, 47  
Verbal Warning, 44  
Voluntary Reduction in Rank, 9  
Voluntary Training, 22  
Volunteer Time Off, 18

-W-

Wages, 51  
Waiver Clause, 49  
Whistle-Blowers Act, 8  
Workers' Compensation, 38  
Workweek, 13  
Written Reprimand, 44