

COLLECTIVE BARGAINING
AGREEMENT BETWEEN

CITY OF MUSKEGON

AND

POLICE OFFICERS LABOR
COUNCIL
Patrol Officers



January 1, 2022 through December 31, 2028

2022-2028

AGREEMENT

between

THE CITY OF MUSKEGON, MICHIGAN

A Home Rule City

and

POLICE OFFICERS LABOR COUNCIL
(Muskegon Police Department - Patrol Officers)

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SECTION 1 - GENERAL

In a mutually desirable effort to promote the best interests of both the City of Muskegon and the City of Muskegon Police Department, this Agreement is entered into as of January 1, 2022, at Muskegon, Michigan between the City ("Employer") and the Police Officers, represented by the Police Officers Labor Council "Union". The police officers employed by the Police Department of the City of Muskegon will be referred to as the "employee" or the "employees".

SECTION 2 - RECOGNITION

Pursuant to the provisions of Act No. 336 of the Michigan Public Acts of 1947, as amended:

- 2.1 The Employer recognizes that the police officers of the City of Muskegon have the statutory right to bargain collectively with the City of Muskegon, and to be represented by an organization in such collective bargaining.
- 2.2 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of the full-time sworn non-supervisory police officers, and will negotiate only with representatives thereof on the matters of rates of pay, wages, hours, and other terms and conditions of employment.
- 2.3 The rights of the Employer and employees of the Police Department shall be respected, and the provisions of this Agreement shall be observed for the orderly settlement of all questions.

SECTION 3 - EMPLOYMENT SECURITY

The Employer agrees not to discharge or discriminate in any way against any employee of the Police Department for membership or activities in the Union.

SECTION 4-REPRESENTATION

All employees who are covered by this Agreement shall be represented for the purpose of negotiation by a bargaining committee shall be chosen by the employees.

The Union shall advise the Employer in writing of the names of the persons on the bargaining committee and the name of the President, Vice President, Treasurer and Alternate Stewards. President, Vice President, Treasurer and Alternate Stewards shall be recognized for those functions delegated them under the terms of this Collective Bargaining Agreement.

- 4.1 The bargaining committee shall consist of no more than four (4) members, one (1) of which shall be from the Defined Benefit retirement plan and one (1) from the Defined Contribution retirement plan.
- 4.2 The members who are employees of the employer shall be paid by the Employer for the time spent during their regularly scheduled working hours in the processing of grievances and in the negotiations relating to the Employer at their regularly established straight-time rate.
- 4.3 The maximum number of employees including bargaining committee members who shall be paid by the Employer while conducting negotiations, shall be four (4), and while processing a specified grievance, shall be three (3).

- 4.4 The Union representatives who are employees of the Employer shall be governed by departmental rules regarding employees entering and leaving the Department. Members of the bargaining committee may leave the Department on negotiations and grievances within the bargaining unit when arrangements are made in advance with the Chief or Designee.
- 4.5 Any representatives of the Union employed by the Employer, having an individual grievance in connection with their work, may be permitted to have a Steward assist them in adjusting their grievance in the manner provided for in the Grievance Procedure.
- 4.6 Discharge and Discipline - Should any provision of the five (5) following subsections be inconsistent with or contrary to any provisions of the grievance procedure, the grievance procedure shall control.
- 4.7 Before any disciplinary action exceeding five (5) days without pay, up to, and including discharge is taken against an employee, the employee, and a Union representative if requested, shall be given an opportunity to state his or her position and offer any evidence immediately available to his or her superior officer who is rendering such discipline. Notice of such discipline shall be given to the Union by the Employer pursuant to this section, within forty-eight (48) hours of the indication of such discipline or discharge, except as specifically stated hereinafter. The notice will be delivered to the President, Vice President, Treasurer, or Alternate Stewards.
- 4.8 Except for verbal warnings, the charges resulting in disciplinary action exceeding five (5) days without pay, up to, and including discharge shall be reduced to writing within forty-eight (48) hours, excluding holidays and weekends, by the commanding officer recommending the action or by the Chief of Police, and copies shall be furnished immediately to the President or Stewards and to the employee against whom the charges are brought. The employee shall sign a copy of the charge with the understanding that said signature by the employee does not necessarily constitute acceptance of the disciplinary action.
- 4.9 Such written charges shall cite the specific sections of departmental rules and regulations and/or appropriate law or ordinance which the employee is alleged to have violated.
- 4.10 Except during the first stage (i.e., in 4.7 above), an employee against whom charges have been made, may be represented by a Steward, Union representative, attorney, or Union attorney.
- 4.11 In imposing any discipline on a current charge, the Employer shall not base its decision upon any prior infractions of departmental rules or regulations or law or ordinance which occurred more than thirty (30) months prior to the date of the current charge, unless such actions are directly related to the current charge.
- 4.12 Any three (3) employees elected or appointed by the Union as a delegate to the State or National Labor Convention/Conference may take up to a maximum of four (4) working days with full pay during his/her absence. The days may be taken in any combination to the said State/National conventions, but not more than a total of twelve (12) days for all such representation during one fiscal year. Any employee who is elected to the Police Officers Labor Council Executive Board shall be allowed the use of the above-mentioned days. The choice of how these days are utilized is the prerogative of the Union.

SECTION 5-UNION MEMBERSHIP and CHECK-OFF of UNION DUES

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

- a. The Employer agrees to make Union dues deductions once each month from the pay of each employee who has authorized that such deductions be made as set forth in Subsection d, until such time as the employee revokes the authorization by written notice to the Union and the Employer.
- b. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.
- c. 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. An employee may rescind their Union membership and Authorized Dues Deduction Card at any time by providing the employer written notice.
- d. 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.
- e. 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 the Employer to obtain the appropriate refund from the Union.
- f. 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.

If there is an increase or decrease in Union payroll deductions, as determine 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).

- g. The Union shall indemnify and hold harmless the Employer against action, or claim for an unauthorized deduction, or for other forms of liability that shall arise out of, or by reason of: action taken by the Employer for the purposes of complying with this provision and will hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

SECTION 6 - MANAGEMENT RIGHTS

- 6.1 The Employer (City) retains all the rights, powers, functions, and authority which it had prior to the signing of this Agreement, including those with respect to working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement, and then only to the extent so specifically and expressly abridged, modified or limited.
- 6.2 Except as otherwise provided in this Agreement: Nothing in this Agreement shall be construed to limit in any way the Employer's sole and exclusive right to manage its operation and the services it provides efficiently and economically, including the right to determine the services to be performed, and the quantity and quality of those services, the methods of performing the services; the determination of the size of the working force; the hiring of new employees; the discipline or discharge of employees for just cause; the right to maintain order and efficiency, to relieve employees from duty because of lack of work or for other legitimate reasons; the right to establish, change or introduce new or improved methods, equipment, or facilities; the right to establish, change or introduce standards of safety and safer operating practices; the right to establish qualifications of employment (as related to the hiring of new employees and subject to the rules and regulations of the Civil Service Commission of the City of Muskegon).
- 6.3 Transfer employees from one shift to another on a temporary basis, except to avoid the payment of overtime; transfer employees to other positions within the department; require employees to perform outside their assigned job classifications which such assignment is, in the management's judgment, advisable regardless of the availability of work in their regular classifications, but not to extend beyond sixty (60) calendar days; however, employees may be transferred from one shift to another on a temporary basis when such temporary transfer is mutually acceptable to the employee and management; require employees to give instruction or receive instruction in special training for selected employees. The Employer (City) retains the right to appoint and remove any employee from a non-patrol specialist position eligible for the Specialist/Community Bonus provided in Appendix A and/or eligibility and payment of any community bonus provided in Appendix A, with no right to grieve such decision.
- 6.4 Any complaint or dispute concerning the exercise of any management rights function in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of this Agreement.

SECTION 7 - GRIEVANCE PROCEDURE

- 7.1 A grievance is defined as an alleged violation of a specific article and/or section of this Agreement. If an alleged grievance arises, there shall be no stoppage or suspension of work, but such alleged grievance shall be submitted to the following grievance procedures.
- 7.2 Grievances will be filed ONLY as set forth in the following procedures. A "work day" for purposes of this Section shall be defined as Monday through Friday.
- 7.3 In no case shall any grievance be taken outside of the Muskegon Police Department until this grievance procedure has been exhausted.
- 7.4 PROCEDURE:

Step 1

Within twelve (12) work days following the alleged violation, any employee having a grievance shall, with or without his/her Steward, meet with either:

- A. His/her shift commander, or
- B. The divisional head.

Step 2

If such grievance cannot be resolved within five (5) working days after presentation, the matter shall be reduced to writing, signed by the employee and his/her Steward and forwarded to the Chief of Police.

Step 3

The Chief of Police shall give a written answer to the grievance within seven (7) working days. If it is not satisfactory to the Union, the matter may then be taken to the City Manager within twelve work (12) days following written answer from the Chief of Police.

Prior to submission of the grievance at the City Manager's level, the grievant shall elect whether he/she desires to proceed under the Civil Service Rules and Regulations as adopted July 20, 1955, as amended, or to arbitration, under the terms and conditions of the grievance procedure. If the Union desires a hearing with the City Manager, same may be requested, and the City Manager or his designee shall schedule such a hearing. The City Manager or designee shall render a written disposition of the grievance within twelve (12) work days following said hearing.

Step 4

In the event a grievance is not resolved at Step 3, either the City or the Union may initiate arbitration by submitting a notice in writing of such intent to the other party within ten (10) working days following the day the written disposition was given at Step 3. In the event either party shall fail to serve such written notice, the matter shall be considered settled on the basis of the last answer.

The moving party shall at that time submit a request to the Federal Mediation Conciliation Service for the appointment of an arbitrator which will be selected in accordance with Federal Mediation Conciliation Service procedures.

The arbitrator so appointed shall have the authority to resolve disputes between the parties only over matters which are covered by this Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement

The expenses of the arbitrator shall be shared equally by the parties.

Any matter resolved by settlement or dismissal short of the issuance of a written disposition by the City Manager shall have no precedent value whatsoever as to future grievances.

Extensions of time for any step in the grievance procedure may be agreed upon in writing by the parties hereto.

SECTION 8 - BULLETIN BOARDS

- 8.1 The Employer shall provide space for two bulletin boards in mutually acceptable locations to be used by the Union.
- 8.2 With advance notice and consent of the Chief of Police, the squad room will be available for one employee unit meeting per month.

SECTION 9-WORKING CONDITIONS

- 9.1 If two members are agreeable, they shall be allowed to exchange shifts, in six (6) hour blocks of shifts and days off, with the approval of the ranking officers. No employee shall be allowed to trade time, if doing so would result in said employee working more than 18 hours in a 24-hour period. At no time will employees be eligible for overtime pay as a result of time traded between employees.
- 9.2 During his/her shift, each employee will be allowed a total of forty-five (45) minutes of break time. The normal time allowed for lunch break will be thirty (30) minutes, and the normal time allowed for coffee break shall be fifteen (15) minutes. Employees shall not exceed the combined time of forty-five (45) minutes maximum for break time in any one shift. Any employee held over following a scheduled full shift for three (3) hours or more shall receive an additional break period of fifteen (15) minutes. Patrol employees working a 12-hour shift will be allowed a paid 45 - minute lunch break. A paid 15-minute break during the first half of the shift and a paid 15-minute break in the second half of the shift will also be available to patrol employees.

SECTION 10-EDUCATION AND TRAINING

- 10.1 Members of the Unit shall be eligible to participate in any tuition reimbursement program provided by the City to other represented or non-represented employees.

SECTION 11-SAFETY AND HEALTH

- 11.1 All legal obligations and duties imposed by law upon the Employer for the preservation of life and property shall be complied with to the fullest extent.
- 11.2 The employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property.
- 11.3 When, in the opinion of the Union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered a proper subject for the grievance procedure.

SECTION 12 - NO DISCRIMINATION

The parties agree to apply the provisions of this Agreement to all employees without regard to height, weight, race, color, marital status, sex, religious creed or national origin.

SECTION 13 - WORKING HOURS AND SCHEDULES

13.1 For employees assigned to twelve-hour shifts, the normal biweekly pay period shall consist of 84 hours. The normal pay period will consist of seven (7) 12-hour shifts. For employees assigned to 8.5 hours shifts, the normal bi-weekly pay period shall consist of 84 hours with eight 8.5 hour shifts and two 8-hour shifts. For employees assigned to 10 hours shifts, the normal bi-weekly pay period shall consist of 84 hours with six 10.5 hour shifts and two 10-hour shifts. Voluntary split shifts may occur within the specialist divisions provided they occur within twenty-four (24) consecutive hours and only with the prior approval of the Chief of Police or designee. Special assignments may be exempt from the 12-hour scheduling, and may be required to work a variance of 8, 10, or 12 hours shift configurations to accomplish an 84-hour pay period. The Employer shall give the employees affected 15 days-notice of any change to shift hours, unless changes are mutually agreed to.

13.2 The employees of the Uniform Patrol Division will work under permanent shifts with the selection of shifts being made on a strict seniority basis. The shift bid and vacation selection process shall begin on October 15th and be completed before Thanksgiving each year, and will become effective the first Sunday of January. Shift selections will be made on the basis of the most senior employee of the Patrol Bureau having first choice, the next senior officer having second choice, and so on through all employees assigned to the Patrol Bureau. An employee being reassigned to the Uniform Patrol Division from a specialist division will have the right to bump the officer with the least seniority within the team of his/her choice insofar as his/her departmental seniority will allow. An officer being bumped from his/her team in this manner will exercise his/her seniority rights, and may bump to another shift by displacing the least senior officer on that team. Should an opening occur on any team, and should the Employer elect to fill that opening, then departmental seniority bumping procedures shall apply.

13.2 There shall be four (4) shifts, hereafter called Teams, which are:

- Team 1A
- Team 2B
- Team 3C
- Team 4D

For employees assigned to twelve-hour shifts the normal start time of the shifts will be 6am for day shift and 6pm for night shift. The Employer shall have the flexibility of having start times moved between the hours of 5am to 8am for day shift and 5pm to 8pm for night shift. The Employer may implement an "echo" shift with a start time between the hours of 11am to 3pm. If there is a change in the start hours, the Employer will give the employees affected 30 days' notice.

13.3 In the event employees are absent from Teams 1A, 2B, 3C and 4D, members of Team ECHO may be temporarily assigned to fill such vacancies.

13.4 Such temporary reassignments will be made on the following basis:

- a. Voluntary Reassignment: An officer on Team ECHO who voluntarily accepts a one-week temporary transfer for the purpose of vacation relief and assumes the days off of the officer being replaced will be credited with one reassignment for each occasion.

- b. Voluntary Reassignment, Part-Week: An officer on Team ECHO who voluntarily accepts a transfer of less than one week (five working days) and does not assume the days off of the officer being replaced will be credited with the number of days reassigned. These days will be cumulative in increments of five.
- c. Involuntary Reassignment: Will be made on the basis of a combination of least credits accumulated under Items 1 and 2 above and least seniority, whichever applies in a specific case. Involuntary reassignments may involve more than one officer if this method causes the least change in their scheduled days off. Credit for these reassignments will be the same as those in Items 1 and 2.
- d. Involuntary Reassignment: When all efforts utilizing the above procedure are unsuccessful or impractical, the officer with the least accrued credits and/or the least seniority shall be temporarily reassigned and assume the days off of the officer being replaced.
- e. Management Rights will prevail when establishing the need for temporary reassignment.
- f. On all scheduled vacations, established by the contractual Vacation Draw, where in the judgment of management a temporary reassignment is necessary, the officers of the affected team will be notified of the reassignment approximately three weeks in advance. The officers will be allowed to fill the assignment as indicated in Section 13.4(a) and (b) on a voluntary basis.
- g. If more than one officer volunteers for the same assignment, the request will be granted on a seniority basis.
- h. If no officer on the team volunteers for the assignment within ten days prior to the assignment, it will be filled on an involuntary basis using the criteria contained in Section 13.4(c) and (d).
- i. It is agreed between the parties that one of the primary purposes of this agreement is to alleviate, to the extent possible, the changing of the officers' scheduled days off.
- j. Officers shall have at least ten (10) hours off between regularly scheduled shifts and any forced OT excluding time spent in court, with the exception of up to six (6) hours of holdover time directly before or after a regularly scheduled shift.

13.5 District selections by Patrol Division employees will be made on a seniority basis for each team, on approximately a six (6) month basis.

13.6 EXCLUSIONS TO THE FOREGOING ARE:

- a. The Chief may assign a new employee - an employee with less than one (1) year of experience - to any team or district, but no employee may be reassigned from a team to provide an opening for such new employee. The Employer has the right to assign probationary employees to any team at its sole discretion. During times where there are more than one (1) active probationary employee the employer shall be limited to assigning

one (1) probationary employee to a team starting with the night shift, then echo shift, and finishing with day shift. Should there be more probationary officers than teams, the process will repeat until all probationary officers are placed. Once a probationary officer is off probation, they are subject to being bumped from their assigned shift and/or district, during each draw, by more senior officers – bumping shall be done in order of seniority; such bumps shall be held in April and September of each year.

- b. In the event that disciplinary action would require a permanent, or lengthy temporary, reassignment of an employee, then his/her seniority will not prevail during that period, but no employee may be reassigned from a team to provide an opening for such reassigned employee.

13.7 The parties agree to meet and bargain the impact and effect of schedule changes involving twelve-hour shifts.

SECTION 14 - OVERTIME - COMPENSATORY TIME

14.1 Time and one-half (1 ½) the patrol employee's regular hourly rate of pay will be paid for all hours worked in excess of scheduled shift hours or in excess of 84 hours in any biweekly pay period.

14.2 Training shall be as follows:

- a. Mandatory training shall be paid at time-and-one-half for actual time in training with a two-hour minimum;
- b. Voluntary training, approved by the Chief of Police, shall be paid at a straight time rate for time in actual training.
- c. The employer shall compensate required supervised firearms training with three (3) hours of compensatory time for each qualifying session, if an officer is required to attend off duty. Required supervised remedial firearms training shall not result in extra compensation.
- d. The conditions and terms of training pay shall be designed and posted in the announcement of the training schedules.
- e. Training pay for training during an extension before or after a regular duty period shall be paid for actual time at the applicable overtime rate and not subject to a minimum. Training that occurs during an employee's work schedule, and lasts more than 6 hours in length, shall count as the employee's work day. If training occurs during an employee's work shift, and is less than 6 hours, that employee may have to work the other shift hours as required by the employer. If training occurs while an employee is off duty, the city pay overtime to the employee or grant a different day off.
- f. Training bulletins will be posted at the department. Interested employees may apply for training opportunities. It shall be the Chiefs decision on whom, if anyone, shall attend training. The Chiefs decision is not subject to the grievance procedure.
- g. Field Training Officers (FTO) shall receive two (2) hours of paid compensatory time for days when an employee is the FTO.

- h. Officers assigned an intern or other "ride along" for more than two (2) hours but less than six (6) hours shall receive one (1) hour of compensatory time. Officers assigned an intern or other "ride along" for six (6) or more hours shall receive two (2) hours of compensatory time.

14.3 Compensatory Time -

- a. All compensatory time accruals not addressed specifically elsewhere in this contract shall be earned at an hourly rate of time and one-half (1-1/2). The parties agree to continue the current practices regarding compensatory time accrual.
- b. Employees shall have the option to draw down their compensatory time bank, subject to two (2) weeks' notice to the City. Payment will be in regular paychecks, or may be deferred to the 457-retirement plan at the same time as other city employees. Employees shall draw down at least twenty (20) hours at a time when the employee requests payment for earned compensatory time. Employees shall be allowed to carry over up to forty (40) hours of earned compensatory time from one calendar year to the next.

14.4 Community officers and officers in the specialist divisions may be allowed to use flex time. The use of flex time requires the consent of both the affected employee and the Chief or designate.

14.5 Officers shall have the option of taking overtime in either pay or compensatory time-off at an hourly rate of time and one-half (1 ½). Officers working overtime under a grant shall be allowed to take overtime in either pay or compensatory time unless the grant specifically restricts compensatory time as payment.

14.6 Scheduled overtime, including special events, shall be offered equally to all available officers in the same rank and classification on a rotation basis starting first with the employees with the greatest seniority. The overtime shall be posted for sign up with adequate notice to provide each officer the opportunity to sign up. Overtime shall be assigned based on seniority with the least amount of accrued special event overtime hours. The equalization of overtime list shall reset July 4th each year. In the event that enough officers do not sign up for an assignment, the assignment shall be filled starting with the officer with the least amount of seniority that has not been previously forced and proceed up the list to the officer with the greatest amount of seniority. Should the need result to force officers more than once in a year (July 4 through July 3), this process shall repeat.

SECTION 15- SENIORITY

- 15.1 Each newly appointed police officer shall serve a one (1) year probationary period, which may be extended for up to three (3) months in the director's sole discretion. If said person is discharged from employment during said probationary period, there shall be no recourse to the grievance procedure as to said discharge and said action shall be deemed final.
- 15.2 There shall be two forms of seniority, date of hire into the Muskegon Police Department and classification seniority (date of last entry into a classification) and seniority shall be applied consistent with the terms of this Agreement.

Patrol Unit to Command Unit, and Back to Patrol

If a member of the patrol unit enters the command unit and either fails probation or during the probationary period elects to return to the patrol unit, seniority will be based upon the time in both the patrol unit and in the command unit.

If a member of the patrol unit enters the command unit, passes probation, and thereafter returns to the patrol unit, either voluntarily or involuntarily, seniority will be based upon the time in the patrol unit.

Leaves of Absence Less Than One Year

If a member of the patrol unit takes an approved leave of absence from the city, and such leave of absence does not exceed one year, seniority shall include only that time spent within the patrol unit.

Employment Outside the Unit

If a member of the patrol unit takes another position with the city, or takes a position with another employer, such member forfeits any and all seniority within the patrol unit.

- 15.3 Seniority shall not be affected by the race, color, creed, age, sex, marital status or dependents of the employee.
- 15.4 The seniority list as of the date of this Agreement will show the names and job titles of all employees in the bargaining unit and the classification seniority of each.
- 15.5 The Employer will keep the seniority list up to date and will provide the Union with up-to-date copies at least annually.
- 15.6 An employee shall lose his/her seniority for the following reasons only:
 - a. He/she quits, retires, receives a pension, or withdraws his/her accrued benefits.
 - b. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
 - c. He/she is absent for three (3) consecutive working days without proper authorization of the Chief of Police. In proper cases, exceptions shall be made upon the employee producing convincing proof of his/her inability to obtain such authorization. After such absence, the Employer will send certified written notification to the employee at his/her last known address that because of his/her unexcused absence he/she has voluntarily quit and is no longer in the employ of the city.
 - d. If the employee does not notify the Employer within three (3) days after receipt of certified written notification to return to work after layoff, as to the date when the employee will return, which date must be within one (1) week after the delivery of such notice to his/her last known address. In no event shall the return to work be in excess of ten (10) days following receipt of the notification. Exceptions shall be made upon the employee producing convincing proof of his/her inability to return as required.
 - e. If an employee is laid off during the term of this Agreement for a continuous period equivalent to his/her departmental seniority. However, in no event will employees laid off for a continuous period in excess of five (5) years retain their seniority.

- 15.7 Layoffs When it becomes necessary to reduce the size of the work force, part-time employees shall be laid off first. Probationary employees shall be laid off second. Thereafter, the employees with the least seniority shall be the ones laid off in order up to the most senior employee. Employees to be laid off for an indefinite period shall be given at least fourteen (14) calendar days prior notice.
- 15.8 Recall When the work force is increased from a layoff, employees will be called back to duties according to seniority with the employee having the most seniority being called back first.

SECTION 16-COURT AND CALL IN TIME

- 16.1 Employees shall be paid a minimum of three (3) hours at time-and-one-half for reporting to duty in response to mandatory call-to-duty, or voluntary assignment between their regularly scheduled duty shifts. excepting for court appearance as provided herein. Employees shall have the option of taking pay or compensatory time for call-in time.
- 16.2 Employees shall receive no compensation from the Employer other than their regular salary for court appearances while they are on regular duty.
- 16.3 Off-duty appearances in the Courts will be paid at time-and-one-half (1.5) rates with a minimum of three (3) hours. Off-duty appearances for reporting to virtual court proceedings will be paid at time-and-one-half (1.5) rates with a minimum of two (2) hours. Court appearances less than three (3) hours prior to, or subsequent to, the officer's regular tour of duty would be considered as an extension of the officer's regular tour of duty, and he/she will be paid for the actual overtime extending beyond the tour of duty. If an officer turns in a properly documented subpoena denoting witness fees and mileage, with any such fees to be turned over to the City, the officer shall be paid for the court appearance at a minimum of three (3) hours. In the event the court appearances less than three (3) hours prior to, or subsequent to, the officer's regular tour of duty would be considered as an extension of the officer's regular tour of duty, and he/she will be paid for the actual overtime extending beyond the tour of duty. Such subpoena is to be attached to a properly filled out and authorized overtime-request slip. Employees shall have the option of taking pay or compensatory time for court time. Hours that were spent in court may be used to adjust hours for the immediate next shift that the officer is scheduled to work. These hours shall be adjusted hour-for-hour and the employee must notify the on-duty supervisor immediately of their intent to use these hours at the beginning or end of their scheduled shift.

SECTION 17 - VACATION

Vacation time shall be accrued as follows:

Years of Service	
1-6 years	84 Hours
7-13 years	132 Hours
14-19 years	170 Hours
20+ years	212 hours

Employees shall be limited to up to a maximum of 210 hours of vacation hours for pension purposes.

- 17.1 Any employee of the City, other than a probationary employee, who retires, resigns or leaves the service of the Employer, shall be entitled to the pro-rated accumulated vacation time.
- 17.2 No vacation shall be taken until an employee has been on the payroll for a period of at least six (6) months.
- 17.3 A day of vacation shall be canceled for each day an employee would have worked during his/her work week, and shall be paid for at the rate he/she would have earned on that particular day, exclusive of overtime. If a paid holiday falls on a scheduled vacation day, no vacation day shall be used from the employee's vacation bank and the employee shall not receive holiday premium pay but will be construed as the employee having the holiday off and the employee shall be paid at the rate he/she would have earned on that particular day, exclusive of overtime.
- 17.4 An employee will be allowed to rollover up to forty (40) hours of vacation time to the next calendar year. The forty (40) hours carry over shall not accumulate from year to year.
- 17.5 Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity of the department, shall be rescheduled or paid for at straight time as extra compensation for the period at the option of the employee. A vacation day for which extra compensation is paid shall not be rescheduled.
- 17.6 Each division head shall arrange and post on the bulletin board a vacation schedule for that division in advance of the vacation season. Vacation selections shall be completed with the at the same time as the shift draw. Vacation blocks shall run Monday through Sunday. All vacations shall be selected within each division by departmental seniority. Within the Road patrol, vacation draw shall be by shift by departmental seniority. Vacation time may be taken in one (1) day increments. One-day selections shall be made after draws for blocks of time have been made. Priority of use, so long as approval has not already been made, shall be Floating Holiday, then Vacation, then Comp Time. Within classes of time, seniority shall control. No officer shall select more than two weeks during the months of June, July and August unless, after all officers have selected vacations, all available weeks are not taken during this period may be drawn by any officer on a first-come first-served basis. The shift bid and vacation selection process shall begin on October 15th and be completed before Thanksgiving each year.
- 17.7 In accumulating vacation leave, sick leave not exceeding one hundred thirty-two (132) days in any one year shall be counted as time worked. Absence because of duty-connected disability shall be counted as time worked for a period of one hundred eighty (180) calendar days from the date of injury.
- 17.8 Employees may cash out any unused vacation time at 100%. The funds may be taken as cash or in contributions to an eligible deferred compensation plan once per year. Unused vacation shall be paid out with the first payroll in December of each year. Should there be unforeseen circumstances that cause officers not to use scheduled vacation in December, the vacation will be rolled over to the next year.
- 17.9 Officers shall not be forced to work on any days contiguous with their drawn block of vacation time that were scheduled off days. For example, an officer is scheduled off on Friday, Saturday and Sunday prior to his vacation the following week, the officer cannot be forced to work the listed Friday, Saturday

or Sunday.

SECTION 18 - SICK LEAVE

Sick leave shall be accumulated at the rate of 3.7 hours per pay period of employment during the preceding calendar year. The accumulation shall not exceed 96 hours during any one calendar year.

- 18.1 All sick leave time shall be accumulated according to the time worked during the preceding calendar year, but may be anticipated during any current year upon authorization of the department head and the City Manager.
- 18.2 Sick leave may be accumulated up to a maximum of 1,056 hours and in no event shall sick leave be accumulated by any employee in excess of 1,056 hours. After an employee has accumulated 1,056 hours of accrued, unused sick leave, then all additional accruals shall be paid annually at the rate of seventy five percent (75%) of such accrual in excess of 1,056 hours. All payments due under this section shall be paid annually on January 31 of the calendar year next succeeding the accrual.
- 18.3 1 hour of sick leave shall be canceled for each hour an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime.
- 18.4 Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave for a period of one hundred eighty (180) days in accordance with Section 18.11.
- 18.5 An employee may request to anticipate sick leave during the first year of employment, which, if granted, shall be deducted from his/her accumulation during that year.
- 18.6 Sick leave will be taken only for the following reasons:
 - (a) Any illness an employee may contract preventing him/her from performing normally and safely at work;
 - (b) Any illness from contagious disease not duty-related which could affect the health of others;
 - (c) Any injury or illness to the employee's spouse, child, stepchild, whether it requires hospitalization or not. Any injury or illness to the employee's mother, father, mother-in-law or father-in-law, which requires the hospitalization of that individual;
 - (d) Any serious illness as evidenced by a written physician's report, to the spouse, child or stepchild of the employee which serious illness requires the employee's absence from duty;
 - (e) Any non-duty disability an employee may sustain, except injury sustained while in the employ of another, or an injury sustained during the commission of a felony or high court misdemeanor by the officer.
 - (f) The employer may require verification of sick leave taken in excess of twenty-four (24)

consecutive work hours. This will not preclude the Employer from requesting verification of illness of less than twenty-four (24) consecutive work hours if the employee has shown a pattern which would indicate misuse of sick leave.

(g) Any employee who is off at the request of the Employer because of a duty related exposure to a contagious disease which is documented from Employer's records (for example, hepatitis) shall be paid the regular salary for all lost time, without loss of sick time. This shall include any time off the employee is required to take due to Center for Disease Control (CDC) guidelines, Federal, State, or Local emergency orders or any other medically mandated reason due to exposure to any contagious diseases. The City reserves the right to submit and receive worker's compensation benefits to reimburse the city for associated costs.

- 18.7 An employee's absence from work due to duty-connected disability, incurred in the employment of the City shall receive his straight time salary for the period of said disability and absence, but not to exceed five (5) days commencing the date of the injury in which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service-connected disability, until such sick leave accumulation has been exhausted, at which time such payments out of the operating funds of the department involved shall cease, unless the City Commission shall authorize an extension of leave in the manner provided in Section 18.8 hereof. Checks for such service-connected disability will be issued only upon receipt of a statement signed by the Employer's physician to the effect that the injured employee is unable to perform his/her regular duties or such other temporary tasks available in the framework of the City functions.
- 18.8 In the event of a confining illness, and provided the sick leave accumulation has been exhausted, the City Commission may authorize an extension of leave to the extent of five (5) days for each year of service, not to exceed an additional sixty (60) working days. Provided, however, that, in the case of an employee who shall have been in the City service for more than fifteen (15) years, such additional leave may be extended not to exceed six (6) months, instead of sixty (60) working days.
- 18.9 No compensation for sick leave will be authorized if the employee fails to notify the department at least one-half hour before his/her normal starting time.
- 18.10 Upon termination of employment, accrued sick leave will be compensated at the rate of one hundred (100%), of the value of the accumulated sick leave, providing the employee has worked a minimum of twelve (12) months.
- 18.11 If an employee is absent from work due to duty-connected disability, for a period of one hundred eighty (180) calendar days from date of injury, said employee will continue to accrue sick leave, vacation leave, and longevity payments in accordance with this section but will not accrue holiday pay. All insurance benefits accorded the working employee will remain in force during duty-connected disablement. This provision may be extended past one hundred eighty (180) days at the discretion of the Employer.

Employer shall provide four (4) weeks paid Family Leave for any employee for the birth of their child or two (2) weeks for any employee that adopts a child.

SECTION 19 - HOLIDAY PAY

19.1 The Employer will recognize the following paid holidays:

New Year's Day (January 1)

Martin Luther King Day

Easter

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Christmas Day (December 25)

Employees shall be paid two and one half (2.5) times their regular hourly rate of pay for all hours worked on a holiday.

Payment of holiday pay may be taken in the following method:

- a. Twelve hours (12) of straight time pay; and
- b. Up to Eighteen (18) hours of compensatory time. (Employee's Choice)

If a patrol officer is scheduled off on a holiday, they shall receive twelve (12) hours of compensatory time. If a patrol officer is scheduled to work a holiday and the employee is ordered not to work, you will be compensated in pay for your regular hourly rate of pay for the hours the employee was scheduled to work. Holidays start with the day shift and continue for the next twenty-four (24) hours.

In the event that a holiday falls on a normal day off, the employee shall receive a comp day off. In the event that the holiday falls on what would normally be an authorized sick time, such time shall not be taken from the employee's sick leave bank, but will be construed as the employee having the holiday off.

19.2 Each employee will receive thirty-six hours (36) for floating holidays plus twelve hours per year. These floating holidays shall be permitted for personal leave purposes, excluding illness, and not in conjunction with any paid holiday observed under this Agreement. The established department procedure and policy for requesting leave shall be observed for scheduling the "floating" holidays. Floating holidays must be taken within the calendar year in which earned and may not be carried over to the next succeeding calendar year.

For new hires and only during the first calendar year of employment, floating holidays may be taken at the rate of one floating holiday per quarter.

19.3 In lieu of the additional holiday pay, non-uniformed and specialist personnel shall have the days off with pay.

SECTION 20 - BEREAVEMENT LEAVE

In the event there is a death in the immediate family of any employee, consisting only of parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild, and the employee attends the funeral service, such employee shall be granted up to a twenty-four (24) hour leave of absence with full pay. Where death occurs to the employee's spouse or child, the employee shall be granted up to a forty-eight (48) hour leave of absence with full pay. An employee shall be granted up to twelve (12) hours absence with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

SECTION 21 - UNIFORMS

The Parties agreed to establish a committee to address necessary equipment and uniforms.

- 21.1 The employer shall supply authorized uniforms (all seasons), accessories, equipment, firearm(s), long gun(s), foot wear, at the Employer's expense.
- 21.2 Dry cleaning shall be provided and rules and procedures covering specifications shall be provided by the Director of Public Safety. The Police Department shall supply authorized uniforms (all seasons), accessories, equipment and footwear at the Department's expense. The Police Department will implement a policy with a detailed list of items that will be issued/supplied/maintained to sworn police officers during employment. Officers may request specialized uniforms, gear, and equipment not provided by the Department, which if authorized by the Director of Public Safety may be purchased by the employee.
- 21.3 The employer shall provide a civilian clothing allowance for police personnel assigned to plain clothes tasks in the amount of \$650.00 annually, paid bi-weekly and subject to Rules and Regulations provided by the Chief of Police.
- 21.4 The Employer will provide an annual dry-cleaning allowance of \$325.00 which shall be paid bi-weekly for police personnel assigned to plain clothes tasks.

The Employer shall provide bulletproof vests to all employees. All employees, unless specifically excluded by order of the Chief of Police, shall be required to wear the bulletproof vests. A Bulletproof

vests replacement program will be established that ensures vests are kept within the manufacture's recommendations regarding the condition and lifespan of the vests.

21.5 FIREARMS

1. The City shall not require officers to purchase a duty weapon.
2. The City shall purchase and supply to all officers a Glock 9 mm semi-automatic weapon and ammunition for on duty purposes and maintain that weapon.
3. If officers hired after January 1, 2017 choose to carry a backup firearm, they shall carry a Glock 9mm of their choosing, provided they can qualify with it on the MCOLES course for duty firearms at each range.
4. The City of Muskegon Police Department will set up a Blue Line purchase of a Glock 9mm for all officers as soon as possible.
5. If an officer qualified with a .380, 9mm, or .45 during the Fall 2017 range, they will be allowed to use that firearm as a backup firearm provided, they can qualify with it on the MCOLES course for duty firearms at each range. The individual officer must provide their own qualification ammunition and department approved duty ammunition, if they choose to use a backup firearm that is not a 9mm. A letter from a licensed firearms dealer stating that the firearm is in proper working order shall be submitted to the City of Muskegon Police Department yearly.
6. The City of Muskegon Police Department will purchase all 9mm ammunition for qualification and duty ammunition for duty firearms and backup firearms.
7. The City of Muskegon Police Department will maintain and inspect backup Glock 9mm firearms annually. If the Glock 9mm firearm displays a defect or needs repair from normal usage, the City of Muskegon Police Department will fix the Glock 9mm firearm at no charge to the individual officer.
8. The holster for a backup gun must be approved by the City of Muskegon Director of Public Safety or his designee.
9. Officers of the City of Muskegon can carry their duty weapon and backup weapon off-duty under authority of the City of Muskegon Police Department.

SECTION 22-INSURANCE

22.1 HEALTH INSURANCE, EMPLOYEES AND DEPENDENTS

The Employer has in effect, covering each of the employees covered by this Agreement and his/her dependents, a group hospital-medical insurance and major-medical plan administered by a health care administrator. During the life of this Agreement, the same insurance, or insurance comparable to that presently in effect (as of 1/1/89), will be maintained by the Employer on behalf of each employee, except as modified herein. During the life of this Agreement, each employee shall receive the option of enrolling in a Health Maintenance Organization. The Health Maintenance Organization's benefits are not within the control of the employer and, as such, subject to change by the Health Maintenance Organization. The group hospital major medical health plan (City plan) shall include dependents, and have a major medical cap of \$500,000 per covered individual.

Children required to be supported by the employee by court order covering the employee are included as dependents under the health care plan regardless of residence of the said child.

PREMIUM CO-PAY

Effective January 1, 2002, the Employer shall pay the full cost of health insurance, as long as premiums do not exceed \$400 per month. Effective August 1, 2012, Employee shall pay ten percent (10%) of the monthly health care premium.

HRA DEDUCTIBLE

Subject to the terms of the annual contract with the City's health insurance provider, the City shall pay the Health Reimbursement Account (HRA) deductible (\$4000 per individual; \$8000 per double or family), contingent upon Employee and spouse (if any) participating in the Wellness Program.

PRESCRIPTIONS

Effective October 18, 2004, the prescription drug plan shall have a drug rider of \$20 co-pay for generic drugs, and \$40 for name brand. However, if there is no generic drug available, the co-pay shall be \$20 for brand name drugs. For employees in the HMO, the HMO shall determine the co-pay.

The Employer may offer prescription drugs by mail order, with employees encouraged to use such benefit.

During the life of this agreement, the same group hospitalization and major medical insurance or insurance comparable to that in effect as of January 1, 1995 shall be maintained by the Employer on behalf of employees who retire under the age of 65. Upon attaining age 65, the employee's coverage shall be changed to a Medicare supplement.

For employees who are hired after June 1, 2008, the city will not provide retiree prescription coverage after age 65.

All employees who retire after ratification of the 2010-2011 contract shall have retiree prescription coverage until they reach Medicare eligible age and then it will cease.

For employees who retire after January 1, 2012, the city will not provide retiree prescription coverage. Retirees who are eligible for major medical health care coverage shall receive prescription drug coverage pursuant to that plan. The City shall pay \$41.00 per month toward the Medicare Part D premium or the full amount of the monthly premium, whichever is less, for each retiree who is eligible for Medicare Part D coverage.

22.2 PROFESSIONAL LIABILITY

The parties have agreed that the Employer shall purchase police professional liability insurance for and on behalf of each of the police officers covered by this Agreement. The limits of liability for this policy are as follows:

Each person \$250,000; each incident \$500,000.

22.3 TERM LIFE

The Employer will, during the life of this Agreement, maintain term life insurance on the life of each of the covered employees in a face amount equal to the annual salary of such employee. Employer shall provide a policy providing for double indemnity (two times the Employee's annual base salary) in the event of the Employee's death in the line of duty.

22.4 DENTAL

The Employer will provide a dental insurance plan for each employee and during the term of this Agreement, the same dental insurance, or dental insurance comparable to that in effect as of 1/1/84, will be maintained by the Employer on behalf of each employee.

22.5 RETIREES, HEALTH INSURANCE

During the life of this agreement, the same Medicare supplement or comparable to that in effect on January 1, 1995 shall be maintained by the Employer on behalf of retirees and their spouse.

Effective 1/1/01, City will pay for Part A of Medicare for the retiree and spouse, but only so long as they cannot otherwise obtain Medicare. The retiree would need to provide annual verification from Medicare that they do not qualify for Medicare.

22.6 RETIREES, SEPARATION DATE 1/1/90- 12/31/92

For retired employees age 65 or older who retire on or after January 1, 1990 and before December 31, 1992, the City shall maintain a prescription drug plan with a drug rider providing for a \$2 co-pay for generic drugs and a \$5 co-pay for brand name drugs, provided that said retirees shall pay each month to the City a sum equal to 60% of the average cost per employee of a prescription drug plan. Eligibility for such plan by said retirees shall be available at any time after age 65 subject only to enrollment periods as determined by the administrator.

22.7 RETIREES, SEPARATION BETWEEN 1/1/93 AND 12/31/00

For retired employees age 65 or older who retire on or after January 1, 1993 and before December 31, 2004, the Employer shall maintain a prescription drug plan with a \$2 co-pay for generic drugs and a \$5 co-pay for brand name drugs for and on behalf of employees within this bargaining unit and their spouses. This coverage shall terminate upon the death of the retiree and their spouse.

22.8 RETIREES, SEPARATION DATE AFTER 12/31/04

For retired employees who retire on or after October 18, 2004, the Employer shall maintain a prescription drug plan with a \$20 co-pay for generic drugs and a \$40 co-pay for brand name drugs for and on behalf of employees within this bargaining unit and their spouses. Under this coverage, if there is no generic drug available, the co-pay shall be \$20 for brand name drugs. This coverage shall terminate upon the death of the retiree and their spouse.

22.9 DEFERRED RETIREMENT

Beginning January 1, 2022, an officer, who is eligible for RETIREE healthcare benefits, that elects to take a deferred retirement shall be eligible for healthcare benefits at age 50 provided that they have 20 years of service with the Muskegon Police Department. If an officer, who is eligible for RETIREE healthcare benefits, has served 25 or more years with the Muskegon Police Department (This does not include purchased service time.), he/she shall be eligible for healthcare benefits at the time that they elect to take a deferred retirement. Should an officer take a deferred retirement before reaching 20 years of service, they shall collect their earned retirement benefit at age 55.

22.10 PRESCRIPTIONS, RETIREES- SEPARATION AFTER 1/1/01

Prescription insurance for retirees shall be coordinated with Medicare in such a way as to require federal payment first. Retirees are required to use mail order prescriptions, except where not available, where the drugs are maintenance drugs, or are prescribed for a period exceeding 90 days. All prescriptions for retirees must be for generic brands, except where not

available, and excluding if the physician requires "dispense as written" (DAW). For employees who retire after January 1, 2001, the retiree prescription co-pay shall be the amount employees pay at the time of their retirement.

22.11 COVERAGE

For employees who retire on or after September 1, 2004, the City's obligation to provide retiree health insurance and prescription is limited to the retired employee, the retiree's spouse at the time of retirement, and the retiree's dependents, if any, at the time of retirement.

For Employees hired after June 1, 2012, the city will not provide retiree healthcare and retiree prescription coverage Effective January 1, 2022, the employer shall contribute six percent (6%) and the employee shall contribute a total of three percent (3%) to the Healthcare Savings Plan. Effective January 1, 2023 the employee shall contribute a total of four percent (4%) to the Healthcare Savings Plan. Effective January 1, 2024 the employee shall contribute a total of five percent (5%) to the Healthcare Savings Plan. Effective January 1, 2025 the employee shall contribute a total of six percent (6%) to the Healthcare Savings Plan. The contributions shall be based on the employee's W-2 wages.

- 22.12 Beginning January 1, 2022, a terminated officer, who is eligible for healthcare benefits, shall be eligible for reduced healthcare benefits as outlined in the agreement. For example, if an officer has 20 years of service their benefit shall be as follows: 20 years of service x 4 = 80%. \$500,000 maximum benefit x 80% = \$400,000 total healthcare benefits. Currently, the City's retiree health care plan is self-funded, and does not carry a traditional monthly purchase cost from an insurance provider. In the event the City moves to a traditional retiree health care plan that carries a monthly plan cost, the employee that is eligible for a reduced benefit in this scenario shall be responsible for their appropriate percentage of the monthly cost. For example: If an employee has 80% benefit, the city will pay 80% of this plan and the employee will pay 20%. Failure to pay that monthly cost will result in termination of retiree health care benefits. The earliest an employee can begin collecting a reduced benefit is 20 years from their original date of hire AND age 50. If an employee has less than 20 years of service, they shall collect healthcare benefits at age 55.

SECTION 23 - MEDICAL LEAVES OF ABSENCE

Employees holding positions in the Classified Service shall be entitled to a leave of absence for reasons of health sufficient in the opinion of the Commission to warrant such leave. Such leave of absence may require three (3) years continuous service with the City, and may be granted for one (1) year and renewed upon proper application.

SECTION 24 - MILITARY LEAVE

The right to reemployment and the continuing seniority rights are guaranteed for any employee, now or hereinafter upon the seniority list, and who now or hereinafter is a member of the Armed Forces of the United States, State of Michigan.

- 24.1 Such leave of absence shall be granted employees in the Classified Service for service in defense of the Country, or who are members of the National Guard or militia, or of the reserve corps, or forces in the Federal military, naval, marine or coast guard service as authorized and provided for by the Veterans Preference Act of the State of Michigan and in addition thereto shall

be entitled to the rights and privileges authorized by said Veterans Preference Act with respect to status and reemployment.

24.2 Whenever employees who are members of the National Guard Naval Reserve, Army Reserve, Marine Reserve or Air Force Reserve are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties, without loss or gain of pay, for such time as they are engaged in active-duty defense training. Such leaves not to exceed two calendar weeks (ten working days). The City, for such period, shall pay the employee the difference between the employee's gross military salary (but not including quarters, living, meal allowances and such), and the employee's gross straight time salary for the period of defense training.

The employee shall furnish a copy of his or her military check for determination of the difference and issuance of the City's paycheck.

24.3 Employees who have been called to active duty in the armed services of the United States, and are under military leave from the City of Muskegon, (including annual two-week reservist duty), shall have their base military leave pay annualized and then converted to a bi-weekly amount, in order to offset the employee's regular City paycheck.

24.4 Employees who have been in the armed services of the United States, under military leave from the City of Muskegon, shall, upon reinstatement to reemployment, be given credit for accumulated sick leave for the time spent in the armed services the same as though the time spent in the military service had been spent in the employment of the City of Muskegon, providing that such employee has received an honorable separation from the armed services.

24.5 Members who are called to active duty with the Armed Forces of the United States shall have the rights and duties as prescribed by the City of Muskegon Civil Service Rule IX, Section 2(2), "Military Leave of Absence" rule as it may be amended from time to time. The members of this unit are entitled to the greater of the benefits provided by the "Military Leave of Absence" rule, this contract City Commission policy and federal law.

SECTION 25 - SALARY AGREEMENT

Wages and salaries for employees covered by this Agreement shall be for the term of this Agreement, and shall be in accordance with the Schedule set forth in Appendix A attached hereto and incorporated herein by reference.

25.1 There shall be neither pyramiding of the overtime provisions of this Agreement nor pyramiding of overtime provisions with holiday pay.

25.2 The straight time rate for the purpose of computing overtime and holiday pay and other benefits shall be the annual salary divided by 2184 hours.

25.3 Employees shall have their payroll checks directly deposited into their designated bank account. The Employee's full net pay (100%) must be directly deposited.

SECTION 26 - LONGEVITY PAY PLAN - RULES AND REGULATIONS

All employees with five (5) years of service will be eligible for longevity pay.

26.1 Semi-annual payments to be paid in June and December using the following formula:

- 2% of base pay after 5 years of service
- 4% of base pay after 10 years of service
- 6% of base pay after 15 years of service
- 8% of base pay after 20 years of service
- 10% of base pay after 25 years of service

Longevity payments shall be based on a maximum salary of \$15,000.

- 26.2 Anyone whose employment with the Employer has been terminated and the termination is not overturned, will be considered as a new employee should he/she return.
- 26.3 Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before June 30, and is on the payroll as of June 1st, will be eligible for half (1/2) the longevity payment in June and each successive semi-annual payment in December and June thereafter. Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before December 31 and is on the payroll as of December 1st, will receive half (1/2) of the longevity payment in December and each successive semi-annual payment thereafter.
- 26.4 During the calendar year in which an employee retires under one of the City's retirement plans, he/she shall be entitled to receive, at the time of the semi-annual payment of longevity, a pro-rated portion of his/her longevity pay based on days worked.
- 26.5 All compensation for employees is subject to deduction for income tax and retirement benefits.
- 26.6 Employees who are absent due to work-related injuries shall receive longevity pay in accordance with Section 19.11.

Longevity pay will be eliminated effective December 31, 2027

SECTION 27 - NO STRIKE CLAUSE

During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of the operation and services of the Employer.

The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations.

- 27.1 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slowdowns of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Section, and such

action shall not be subject to the Grievance Procedure of this Agreement. In addition, the Employer shall have the right to terminate this Agreement by notice in writing to the Union in addition to any remedies it may have for violation by law. In addition, the Employer shall have the right to seek injunctive relief and damages against the Union.

- 27.2 The committeemen and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.
- 27.3 The Employer, for its part, agrees that there shall be no lockout during the term of this Agreement. This lockout provision shall not apply in the event of any strike taking place during the life of this Agreement.

SECTION 28-WAIVER CLAUSE

The parties acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 29 - MAINTENANCE OF STANDARDS

- 29.1 The parties acknowledge that there are standards and conditions of employment which are not affected by, or recorded in, this Agreement. The City and the Union intend and agree to maintain those standards and conditions during the duration of this Agreement.
- 29.2 The parties acknowledge the existence and application of the City of Muskegon Civil Service Rules and Regulations. The promotional process used to promote from patrol officer to Police Sergeant shall include a written examination, an oral examination, promotional points and a two-year requirement as a City of Muskegon Patrol Officer. All other aspects of the promotional process, and employment matters not covered by this Agreement, shall be as provided for in the Civil Service Rules and Regulations.

SECTION 30- VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

SECTION 31 - SAVINGS CLAUSE

If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective

bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

SECTION 32 - EDUCATION PAYMENT

Police Officers who have received academic degrees from accredited institutions for curriculum completed in the field of police science shall be entitled to the following payment: for the Associate Degree, \$500.00 per twelve months; for the Bachelor Degree, \$750.00 per twelve months.

Said annual payment shall be pro-rated for bi-weekly pay periods following official notice to the Chief of Police that said degree has been conferred upon the police officer. Said payment will be payable in one lump sum during the first two (2) weeks of December of each year.

The amount of the payment shall not be computed for overtime or fringe benefit purposes. Other degrees will be considered for this payment if they contribute to the service of the Public.

SECTION 33 DEFINED BENEFIT RETIREMENT PLAN

- 33.1 ELIGIBILITY. The Defined Benefit Retirement Plan is applicable only to unit members hired on or before July 28, 2006.
- 33.2 TRANSFER TO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM. Effective July 1, 2006, the assets and liabilities of the City of Muskegon Police- Fire Retirement System associated with City employees represented by Police Officers Labor Council shall be transferred to the Municipal Employees Retirement System (MERS). Employees shall no longer have any rights from claims against or participation in the City of Muskegon Police-Fire Retirement System.
- 33.3 CONTRIBUTION RATE. Effective January 1, 2023, Employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2024 Employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2025, Employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2026 employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2027 employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system. Effective January 1, 2028 employees in the defined benefit pension shall contribute an additional one-half percent (.5%) toward the pension system for a total contribution of six percent (6%). The contributions shall be based on the employee's W-2 wages.
- 33.4 RETIREMENT BENEFIT. An Employee who retires after July 1, 2006 shall be entitled to a retirement benefit pursuant to MERS Benefit Program. For Employees who retire after January 1, 2009 and before December 31, 2016, the pension multiplier shall be 3.0% of final average compensation (MERS FAC-3), not to exceed 75% of employee's final average compensation.

An employee who retires on or after January 1, 2017 shall receive a bridged benefit as follows:

- a) A pension multiplier of 3.0% for service prior to January 1, 2017 times the employee's "frozen final average compensation". "Frozen final average compensation" is defined as the highest compensation in thirty-six consecutive months between the date of hire and December 31, 2016; plus
- b) A pension multiplier of 2.67% for service on or after January 1, 2017 times the employee's "termination final average compensation". "Termination final average compensation" is defined as the highest compensation in thirty-six consecutive months between the date of hire and date of separation.
- c) The total pension benefit shall not exceed 80% of the "termination final average compensation."

Employees shall also be entitled to the MERS RS50 spousal benefit. Effective January 1, 2012, final average compensation shall not include more than 240 hours of leave time.

- 33.5 DEFERRED RETIREMENT. Effective July 1, 2006 a former Employee who is vested (MERS V-10) and is entitled to a deferred retirement benefit shall receive those deferred benefits afforded by MERS. A member who elects to receive a deferred retirement shall receive the benefit that was in place at the time they left employment.
- 33.6 DISABILITY BENEFITS. Effective July 1, 2006 an Employee eligible for disability benefits, as determined by MERS, shall receive those disability benefits afforded by MERS (MERSD-2).
- 33.7 RETIREMENT ELIGIBILITY. Employees are eligible to retire at age fifty (50) with twenty-five (25) years of service (MERS F50/25) or at age fifty-five (55) with ten (10) years of service (MERS F55/10).
- 33.8 WITHDRAWAL OF EMPLOYEE CONTRIBUTIONS. To the extent allowed by MERS, an Employee who retires on or after July 1, 2006 may elect to be paid a refund of the accumulated contributions standing to the member's credit at the effective date of retirement. Upon election of this refund provision, the retiree's MERS pension payment options shall be reduced by an amount that is actuarially equivalent to the refunded accumulated contributions.
- 33.9 OUTSTANDING SICK LEAVE. Accumulated sick leave hours paid out at retirement at seventy-five percent (75%) rate under Section 19.10 will be re-classified as vacation time for purposes of computing the final average compensation reported to MERS. The maximum number of reclassified sick leave hours included in the Employee's FAC computation will be 144 hours.
- 33.10 PURCHASING ADDITIONAL SERVICE CREDIT. To the extent allowed by MERS, members may purchase additional service credit at actuarial cost.
- 33.11 POST-RETIREMENT BENEFIT ESCALATOR. The City Commission will decide each year whether and to what extent a MERS Flexible E post-retirement benefit shall be given.

SECTION 34 - DEFINED CONTRIBUTION RETIREMENT PLAN

- 34.1 ELIGIBILITY. The Defined Contribution Retirement Plan shall apply to all members of this unit that

entered the unit after July 28, 2006.

34.2 **CONTRIBUTIONS.** For paychecks issued after January 1, 2020, members in this plan shall contribute six (6%) percent of compensation and the City shall contribute thirteen (13.0%) percent of compensation. Compensation shall be Medicare taxable wages as reported on the employee's W-2.

Employees shall be allowed to make additional contributions to the DC plan up to the current IRS maximum.

34.3 **VESTING.** Member contributions shall be fully vested immediately. City contributions shall become vested according to the following schedule:

- 20% after the first full year of service;
- 40% after the second full year of service;
- 60% after the third full year of service;
- 80% after the fourth full year of service;
- 100% after the fifth full year of service.

34.4 **LONG-TERM DISABILITY.** Effective on the first day of the month after enrollment, a long-term disability insurance policy shall be provided for members of this unit who are members of the Defined Contribution Retirement Plan.

34.5 **INTERNAL REVENUE CODE COMPLIANCE.** This plan shall fully comply with all Internal Revenue Code provisions, regulations, and rulings. To the extent that there is a conflict, the Internal Revenue Code supersedes any collective bargaining agreement provision

SECTION 35 - MERS HEALTH CARE SAVINGS PLAN

Members of the unit will be allowed to contribute to the MERS Health Care Savings Plan (HCSP) by the following methods:

- (1) Cash out up to forty (40) hours of compensatory time at the end of the calendar year.
- (2) Payout of accumulated sick leave as under the schedule listed below. Payout shall be one hundred percent (100%) of the Employee's rate of pay at the time of the payout:

<u>Amount of Sick Leave Accrued as of First of the Year:</u>	<u>Maximum Number of Hours May Be Cashed Out Annually:</u>
Less than 160 hours	0 hours
160 hours to 320 hours	80 hours
321 hours to 480 hours	120 hours
481 hours or more	160 hours

SECTION 36 -RESIDENCY

The Union acknowledges the City's desire to encourage residency but not require such for employees of this bargaining unit. Effective January 1, 1999, all employees who were members of this bargaining unit are free to maintain their residence at any location and are no longer bound by collective bargaining agreements requiring residency.

Union acknowledges that City may adopt, amend, modify or eliminate any incentive plan to encourage employees to live in the city. For purposes of any incentive, City reserves the right, in its sole discretion, to determine whether an employee is a resident. The incentives will not eliminate, change or modify any present benefit provided for in this collective bargaining agreement.

Members of the Unit shall be eligible to participate in any residency incentive program provided by the City to other represented or non-represented employees.

SECTION 37-PART-TIME POLICE OFFICERS

The Employer may hire part-time police officers. Part-time police officers may be used subject to the following conditions:

- 37.1 Part-time employees shall not be union members and are not entitled to union membership benefits as outline in this collective bargaining agreement.
- 37.2 Part-time employees shall not be scheduled to work more than 29 hours per week per employee.
- 37.3 Part-time employees will be limited to the following work assignments: Beaches/Parks, Special Events, Evidence Room, Schools, Hospital Security, College Campus Security, other overtime refused by full-time officers.
- 37.4 Full-time employees shall always have the first opportunity to work overtime assignments.
- 37.5 Part-time employees shall not work patrol assignments until they have finished the full FTO program designed for patrol officers.
- 37.6 Part-time employees shall cumulatively work a maximum of 7,000 hours annually. Training hours shall not be counted in the maximum total.
- 37.7 No part-time employees shall work if there are any layoffs of full-time employees.
- 37.8 In order to utilize the services of part-time employees as described in this Section, the City agrees to employ a minimum of 66 full-time officers, including command officers. This shall be satisfied as long as the City is in the hiring process, regardless of the number of full-time officers currently employed. The City shall be considered in the Hiring Process for the first 180 days from the date of the most recent retirement, resignation, termination, or promotion from the Unit. If after the 180-day hiring period, the department is not at 66 or more full-time sworn officers, the Union may provide the City with a notice of violation, and the City shall have 60 days to fill at least 51% of the positions needed to fulfill the 66-officer minimum. The City shall have an additional 60 days to fill the remaining positions to fulfill the 66-officer minimum.

***Nothing in this agreement prevents the city from hiring more than 66 Full-Time Sworn Officers.

SECTION 38 - DRUG TESTING POLICY

The parties agree to follow the city drug testing policies.

SECTION 39 - PHYSICAL FITNESS

Members of the Unit shall be eligible to participate in any physical fitness or wellness programs provided by the City to other represented or non-represented employees.

SECTION 40 - MISCELLANOUS

- a. Each employee shall be provided two (2) Universal Parking passes that can be used at the beach, city owned park, structure, or any street where the City of Muskegon requires payment fees to park.

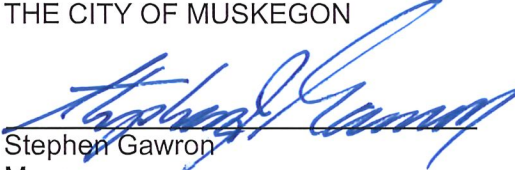
SECTION 41 - LOCAL GOVERNMENT AND SCHOOL DISTRICT FISCAL ACCOUNTABILITY ACT

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL §141.1501 *et. seq.*, shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided for in MCL § 141.1519(k).

SECTION 42 - DURATION AND RENEWAL

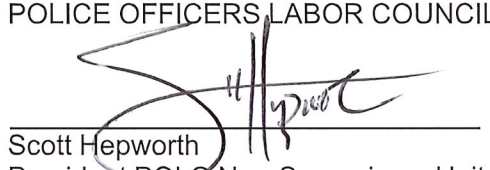
This Agreement shall be binding upon the parties hereto, their successors and assigns. The Agreement shall commence January 1, 2022 and terminate as of the 31st day of December, 2028. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

THE CITY OF MUSKEGON

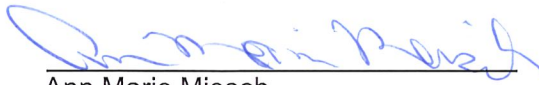


 Stephen Gawron
 Mayor
 Date: 12.29.2021

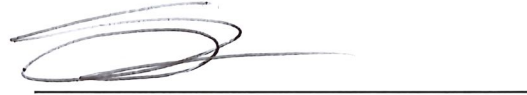
POLICE OFFICERS LABOR COUNCIL



 Scott Hepworth
 President POLC Non-Supervisory Unit
 Date: 12/3/21



 Ann Marie Miesch
 Clerk
 Date: 1-4-2022



 Scott Blackwell
 POLC Labor Representative
 Date: 12.2.2021

APPENDIX A

	RECRUIT	START	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	10 YRS	15 YRS	20 YRS	Night shift/Echo Shift Bonus*#	Specialist/Community Bonus*#
CURRENT	N/A	20.96	23.58	26.19	28.8	31.41	31.41	31.41	31.41	31.41	0%	0%
2022	20.00	24.00	26.00	28.00	32.00	34.00	34.00	34.00	34.00	34.00	\$1,000/year	\$1,000/year
2023	21.00	26.00	27.00	29.00	33.00	35.00	35.00	35.00	35.00	35.00	\$1,000/year	\$1,000/year
2024	22.00	27.00	28.00	31.00	34.00	36.00	37.00	37.00	37.00	37.00	\$2,000/year	\$2,000/year
2025	23.00	28.00	29.00	32.00	35.00	37.00	38.00	39.00	39.00	39.00	\$2,000/year	\$2,000/year
2026	24.00	29.00	32.00	35.00	37.00	38.00	39.00	41.00	41.00	41.00	\$2,500/year	\$2,500/year
2027**	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	42.00	42.00	\$2,500/year	\$2,500/year
2028**	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	43.50	45.50	\$3,000/year	\$3,000/year

*Non-patrol Specialist (WEMET, Detectives, and CAT), Community Bonuses, Night Shifts and Echo Shifts are paid as contributions to the employee's defined compensation program.

Non-patrol Specialist (WEMET, Detectives, and CAT), Community Bonuses, Night Shifts and Echo Shifts shall be considered FAC compensation for defined benefit participants.

The Bonuses shall be paid equally in the employees bi-weekly payroll check.

** Wage Reopener for years 2027 and 2028 exclusive of bonuses and years 15 through 20 in the above table.

At the Chief's discretion the city may hire new officers at a rate equal to their experience, not inclusive of department seniority.

