



City of Ewart

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March 26, 2019

To: Honorable Mayor and Council Members

From: Sarah Dvoracek, Interim City Manager

Re: Collective Bargaining Agreement between the City of Ewart and Police Officers Labor Council (POLC)

Attached is a copy of the current collective bargaining agreement between the City of Ewart and POLC which expires June 30, 2019. I have been in contact with the POLC union representative, Jason Owen. Also attached is the changes and additions that have been requested by the POLC. I recommend we accepted the changes and additions presented by the POLC and sign the new POLC Union Agreement for July 1, 2019- June 30, 2022.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF EVART

AND

POLICE OFFICERS LABOR COUNCIL



July 1, 2019 through June 30, 2022.

Police Officers Labor Council City of Ewart Police Department

February 12, 2019

1. ARTICLE 4-REPRESENTATION.

Modify

Section 3.

~~As a condition of continued employment, all employees included in the collective bargaining unit as set forth in Article 2, Section 2 shall, thirty (30) days after the beginning of their employment with the employer or thirty (30) days following the execution date of this Agreement, whichever is later, either become members of the Union or pay to the Union the periodic monthly dues and initiation fees uniformly required of all union members or, in the alternative, pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of union members.~~

~~The Union shall notify the Employer in writing of the proper amount of Union membership dues, initiation fees, and the service fee equivalent to periodic monthly Union dues and any subsequent changes in such amounts. The Employer agrees to cause to be furnished to the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.~~

UNION MEMBERSHIP and CHECK-OFF of UNION DUES

To the extent the laws of the State of Michigan permit, it is agreed that:

The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

The Employer agrees to make Union payroll deductions ****once or twice**** each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.

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.

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, and shall

do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

The Employer shall not make any Union payroll 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 payroll deductions.

Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.

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.

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 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).

Employee Requests: Changes requested in order to comply with June 2018 Janus decision.

2. ARTICLE 17-SALARY

Modify

Section 1.

Wages for the period July 1, ~~2016~~ **2019** through June 30, ~~2019~~ **2022** shall be as follows: (Only for full time bargaining unit employees)

New Hire Starting Wage \$17.00/hour

Wage Increase

July 1, ~~2016 2.50%~~ **2019 3%**

July 1, ~~2017 2.25%~~ **2020 3.25%**

July 1, ~~2018 2.00%~~ **2021 3.25%**

Employee Request: Employee's request that there be a wage table included with the CBA to reflect the increases listed above.

3. ARTICLE 17-SALARY

Add

Section 5.

Individuals who work in the capacity of Field Training Officer shall be compensated for one full additional hour of straight time wages during any, partial or full, shift in which they accompany a recruit or trainee. This additional compensation will be in addition to any regularly accrued or paid work hours and will not count towards overtime pay calculations.

Employee Request: Employees are requesting that additional compensation be slowed for the responsibility of acting in the capacity of FTO or Field Training Officer.

4. ARTICLE 28 – UNIFORMS, CLOTHING, EQUIPEMNT AND SCHOOLING

Add

Section 1.

Uniform allowance will be \$700 per year which shall be paid on July 1. **This amount can be placed into a reimbursement account for the Employee if requested prior to disbursement for purposes of purchasing equipment.** This allowance shall be used for the purpose of cleaning and maintenance of uniforms issued to the officer. This City will purchase an officer's uniforms, equipment and footwear.

Employee Request: Employees are requesting that they be given an option to order equipment through the means of the Employer by reimbursement or paid as part of payroll.

5. ARTICLE 30 – DURATION OF AGREEMENT

Modify

This Agreement shall become effective on, July 1, ~~2016~~ **2019**, and shall continue in effect until and including June 30, ~~2019~~ **2022**, and shall be extended automatically from year to year thereafter unless either party serves notice to the other at least ninety (90) days in advance of intent to terminate or renegotiate the Agreement.

All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement.

Use of POLC cover page for the agreement.

Due to the nature of the bargaining process the Union reserves the right to alter, amend or modify this proposal as needed.

P.O.L.C. UNION CONTRACT

**AGREEMENT BETWEEN CITY OF
EVART AND POLICE OFFICERS
LABOR COUNCIL**

JULY 1, 2016-JUNE 30, 2019

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**CITY OF EVART
AND
POLICE OFFICERS LABOR COUNCIL
7/1/16 to 6/30/19**

ARTICLE 1-AGREEMENT

This Agreement is entered into this first day of July, 2016 between the City of Evart, hereinafter referred to as the "City" and the Police Officers Labor Council, hereinafter referred to as the "Union".

ARTICLE 2 – RECOGNITION

Section 1.

Under the provisions of Act No. 379 of the Public Acts of 1965, as amended, of the State of Michigan, the City of Evart recognizes the Police Officers Labor Council as the exclusive collective bargaining representative for the officers in the defined bargaining unit for the purpose of bargaining with respect to wages, hours of employment and other working conditions.

Section 2.

The bargaining unit shall consist of all regular, full time officers of the Evart police Department, exclusive of the Chief of Police. Part time officers are not members of the Union.

ARTICLE 3 – PURPOSE AND INTENT

Section 1.

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

ARTICLE 4 – REPRESENTATION

Section 1.

One (1) officer representative of the bargaining committee shall be designated by the Union to act as steward for the purpose of processing grievances.

Section 2.

All grievances will be investigated during non-working time except when it is necessary, in the opinion of the Chief of Police, to do so on working time. In that event, the steward investigating the grievance will proceed promptly and will be paid for the time spent.

Section 3.

As a condition of continued employment, all employees included in the collective bargaining unit as set forth in Article 2, Section 2 shall, thirty (30) days after the beginning of their employment with the employer or thirty (30) days following the execution date of this Agreement, whichever is later, either become members of the Union or pay to the Union the periodic monthly dues and initiation fees uniformly required of all union members or, in the alternative, pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of union members.

The Union shall notify the Employer in writing of the proper amount of Union membership dues, initiation fees, and the service fee equivalent to periodic monthly Union dues and any subsequent changes in such amounts. The Employer agrees to cause to be furnished to the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.

ARTICLE 5 – UNION RESPONSIBILITY

Section 1.

Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all police duties to the very best of their abilities.

Section 2.

The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful, and proper performance of all duties of their employment.

Section 3.

Any employee participating in a strike, sit-down, stay-in, slow-down, work stoppage, malingering or any act that interferes with the continuity of police services, shall be subject to discipline, up to and including discharge.

Section 4.

The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sit-down, stoppages of work, boycott, or other unlawful acts that interfere with the Employer's operations and they will take

affirmative action to prevent and attempt to stop any that occur in disregard of this commitment.

ARTICLE 6 – UNION RIGHTS

Section 1.

The Union, or any committee thereof, shall have right to use the facilities of the police department without charge of Union meetings. Proper clearance for the use of said facilities shall be obtained from the Chief of Police or City Manager prior to the scheduling of the meeting. The meetings shall be conducted in a manner, which shall not prove disruptive to the normal functioning of the police department.

Section 2.

The Chief of Police will provide space within the police department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any city elected or administrative officials.

Section 3.

Union members' police department personal files shall be kept under direct control of the Human Resource Director at City Hall. The City will not allow anyone other than authorized personnel to read, view, have a copy of, or in any way pursue in whole or in part *a union members' police personal file or any document which may become part of his file.* The City agrees not to divulge the contents of the officer's file without a written release from the officer concerned, except in the case of litigation, arbitration, or any other claims instituted by or involving said officer. An officer may review his own file upon his request.

Section 4.

Members have the same rights to participate in political activity while off duty and out of uniform as any citizens.

Section 5.

The Employers 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.

Section 6.

The City may only use part-time officers if they are certified and properly trained.

ARTICLE 7 – MANAGEMENT RIGHTS

The City, in its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and the United States to

manage its affairs, including the determination of quality and quantity of service to be rendered, the control of materials, tools and equipment to be used as well as the discontinuance of any service, material or method of operation.

Section 1.

Management rights shall include, but not be limited to, such things as:

- a) The right to sub-contract or purchase any or all work processes or services; providing the same will not result in the layoff of bargaining unit employees;
- b) To hire, assign and layoff officers;
- c) To establish, change, combine or discontinue job classification, and prescribe and assign job duties, content and classifications;
- d) To determine the size of the work force and increase or decrease size;
- e) To establish work schedules;
- f) To install, modify, or change methods of operations and work schedules;
- g) To discipline, suspend and discharge officers for cause;
- h) To adopt, revise and enforce rules and change conditions of employment not covered in the Agreement;
- i) To exercise all other rights and privileges belonging to an incorporated home rule city within the State of Michigan not specifically modified or abridged by this Agreement.

ARTICLE 8 – RESIDENCE

Police personnel may live within a thirty (30) mile radius of the City Police Station. Upon recommendation of the Police Chief and approval of the City Council, the distance may be extended if, in the Chief's judgment, no adverse impact would occur to departmental operations.

In the event legislation is signed into law prohibiting residency requirement this article, in its entirety shall become null and void.

ARTICLE 9 – GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as a written complaint by an employee or group of employees concerning the application or interpretation of this Agreement. The employees of the employer

having an individual grievance in connection with his work may ask for a steward to assist him in adjusting the grievance in a manner provided for in the grievance procedure.

Section 2.

Any grievance filed shall refer to the specific provisions of the Agreement or rule and regulation alleged to have been violated and shall set forth the facts pertaining to such alleged violation. All grievances shall also clearly state the employee's desired corrective action and the reason therefore.

Section 3.

A grievance shall be reduced to writing and shall include the time, date, the alleged contractual violation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signature of the employee.

Step 1 – Grievance shall be presented promptly and in all cases not later than five (5) working days following the written notification of all alleged occurrence of the grievance. The grievance shall first be presented to the Chief of Police. The Chief of Police shall acknowledge grievance by entering the time and dated received; a copy of the acknowledged grievance shall be returned to the grievant. The Chief of Police shall give his written answer within five (5) working days after receipt of the grievance.

Step 2 – If the answer in Step 1 is unsatisfactory, the Union may, within five (5) working days after receipt of the Step 1 answer, appeal the grievance to the City Manager. A meeting shall be held as promptly as practical, but no later than two (2) weeks following the date of the Union's request. It shall be the right of either party to have present such attorney's, consultants or other persons as it shall select. The City Manager shall give written disposition of the grievance to the Union no longer than fifteen (15) days following the grievance hearing before him.

Step 3 – If mediation is sought by either party, a group of three (3) individual will be chosen, one (1) by the City, one (1) by the Union and one (1) jointly to mediate the dispute.

Step 4 – If mediation is unsuccessful and arbitration is sought, an arbitrator mutually agreed to by the City and the Union shall be selected. If the parties cannot agree upon an arbitrator FMCS shall be consulted to select a neutral arbitrator. The decision of the arbitrator shall be binding on both parties with the expenses or arbitration borne equally by both parties.

Section 4.

The time limits for all Steps of the grievance procedure may be extended or waived by mutual written agreement of the Union and the City.

Section 5.

Failure of either party to follow the steps and time limits as outlined herein shall result in the following:

- a) In the event either party does not appeal the grievance from one step to another within the time limits and fashion required, the grievance shall be considered as being settled on the basis of the last answer.

ARTICLE 10 – SENIORITY

Section 1.

Seniority shall be defined to mean the length of continuous service of any employee since the day and year of the employee's first hire.

Section 2.

All bargaining unit employees shall be considered probationary employees for a period of one (1) year from hire date of hire or the date of completion of the required law enforcement training school, whichever date occurs later. After a completion of one (1) year probationary period a certified officer shall be entitled to the grievance procedure.

Section 3.

Seniority shall accumulate until it is terminated for one of the following reasons:

- a) If the employee resigns or retires.
- b) If the employee is discharged for just cause and the discharge is not set aside in the grievance procedure.
- c) If the employee is absent for three (3) consecutive working days without properly notifying the Employer, unless a reasonable explanation to the Employer about the absence and failure to notify is given.
- d) If the employee, upon proper notification of recall from layoff, fails to report within or fails to return to work within ten (10) days following notification. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his proper address on record with the Employer.

Section 4.

The seniority and reemployment rights of any employee who was inducted into the Armed Forces of the United States shall be in accordance with all laws, orders, regulations now in effect in the future governing the same.

Section 5.

Employees who voluntarily transfer from the bargaining unit to an excluded classification within the department during the term of this Agreement, upon being returned to the bargaining unit, shall have retained, but not accumulated, their seniority while working in the excluded classification. They shall have no rights under this Agreement while in the excluded classification.

Section 6.

The employer reserves the right to hire part-time or temporary employees.

ARTICLE 11 – LAYOFF AND RECALL

Section 1.

The term “layoff” means a reduction in the work force.

Section 2.

Layoff of bargaining unit employees shall be by classification in the reverse order of their seniority.

- a) Contracted, part-time or temporary employees;
- b) Remaining seniority employees within the classification affected shall then be laid off in the reverse order of their seniority.

Section 3.

Employee shall receive two (2) weeks (10 working days) written notice from the Employer, with a copy to the Union of any proposed layoff.

Section 4.

When the work force is increased after a layoff, bargaining unit employees will be recalled to bargaining unit positions in inverse order of layoff within their classification. Any employee laid off will have first consideration for reemployment, either part-time or temporary.

ARTICLE 12 – TRADING DAYS

Section 1.

Days or shifts may only be traded with advance approval of the Chief of Police.

ARTICLE 13 – DISCHARGE AND DISCIPLINE

Section 1.

The City shall not discharge, demote, suspend, or discipline any officer without just cause.

Section 2.

A discharged or suspended officer will be allowed to discuss the discipline with a steward, and the City will make available an area where he may do so before he is required to leave the

property of the City. Upon request, the Chief of Police or his designee will discuss the discipline with the officer and the steward.

Section 3.

If an employee is suspended or dismissed as a result of disciplinary action and/or trial board hearings, or because he is charged with the commission of a felony, the Employer will continue to pay the employee's contractual insurance premiums until suspension or dismissal is resolved through arbitration or court decision. And if the Employer's action is upheld, or the employee is found guilty of the charges alleged against him, the employee shall pay the City the money expended for contractual insurance premiums, which monies may be deducted from the employer's pay. Such payments, under Section 3, shall not exceed 120 days.

Section 4.

All documentation of disciplinary matters which do not involve a disciplinary suspension without pay shall be removed from the employee's file after twelve (12) months from the time such discipline is imposed. All documentation of discipline involving a disciplinary suspension shall be removed from the employee's file after 24 months from the time such discipline is imposed.

ARTICLE 14 – REPRIMANDS

Section 1.

The treatment of letters of reprimanded will be as follows:

- a) Each officer shall be informed when such a letter is inserted in his file.
- b) The member shall sign such insert in order to acknowledge said insertions.
- c) The member may cause to have a statement entered into the file providing for his version, cause, reasons, justification or explanation for the matter resulting in said reprimand.
- d) Each officer may, at his discretion, request Union representation during the foregoing steps of this procedure.

Section 2.

For purposes of privacy, members shall be allowed to use the department address on all reports and complaints and testimony.

Section 3.

The City shall issue reprimands within 20 working days of discovery for any alleged violation.

ARTICLE 15 – WORK SCHEDULE

Section 1.

The work schedule shall be posted at least fourteen (14) days in advance of the start of the new schedule. In advance of the new schedule, the Chief should be notified in writing of requested special days off. An employee's schedule shall not be changed with less than seven (7) days' notice unless such change is agreed to by the employee and the Chief of police.

Section 2.

Eighty (80) hours in a fourteen (14) day period shall constitute a regular work week for all officers, from Sunday midnight to Sunday midnight, including thirty (30) minutes lunch time per each eight, ten, or twelve (8,10,12) hour shifts.

Section 3.

8, 10, or 12 hours including thirty (30) minutes lunch hour per 8, 10 or 12 hour work shifts shall constitute a regular work day for all officers. Additionally, there shall be two (2) fifteen (15) minute breaks per 8, 10 or 12 hour shifts.

Section 4.

Normally, leave days will be consecutive except at the employee's request.

Section 5.

When developing schedules, the City will attempt to accommodate the shift preferences of bargaining unit employees based on their level of seniority. The employer may refuse such accommodation based on legitimate management concerns (i.e emergencies or training purposes.)

ARTICLE 16 – PERSONAL LEAVE DAYS

Section 1.

All full time employees shall be entitled to **three (3)** paid personal leave days in any year. It is provided further that if an employee wishes to take a personal leave day, he must notify the Chief at least twenty-four (24) hours in advance. If the employee desires to take more than one (1) personal leave day consecutively, he shall notify the Chief at least seventy-two (72) hours in advance of the first leave day desired. It is further provided that all leave days shall be granted provided that in the judgment of the Chief, such leave will not interfere in the efficient operation of the department or create problems in the work schedule.

ARTICLE 17 – SALARY

Section 1.

Wages for the period July 1, 2016 through June 30, 2019 shall be as follows: (Only for full time bargaining unit employees)

New Hire Starting Wage \$17.00/hour

Wage Increase

July 1, 2016-2.50%

July 1, 2017-2.25%

July 1, 2018-2.00%

Section 2.

The Sergeant shall receive an hourly pay rate equivalent to 1.5% above that of the top patrolman wage.

Section 3.

Full time officers will receive longevity pay, based on the following years of service, to be paid on December 1st of each year:

After 5 years:	\$250
After 7 years:	\$350
After 10 years:	\$500
After 15 years:	\$750

Section 4.

Officers, who attain a college degree from an accredited college or university, shall receive a one-time payment in the following amount:

Bachelor's Degree	\$400
Master's Degree	\$600

ARTICLE 18 – OVERTIME

Section 1.

When an officer's hours exceed forty (40) hours in a seven (7) day period (Monday through Sunday) he shall be paid at the rate of time and one half (1 ½).

Section 2.

Any bargaining unit employee shall have the right to ask for compensatory time at the rate of time and one-half (1 ½). Time which cannot be taken at the employees request will be paid at the rate of time and one-half (1 ½). Employees will not be permitted to accumulate more than 32 hours comp time.

Employees may only request pay for accumulated compensatory time between April 1 and June 30 of any calendar year. Pay for compensatory shall be at the hourly rate in effect on the date the employee requested payment.

Section 3.

It is agreed that the hours referenced in this article are paid hours and not necessarily limited to those worked. This would include hours for such paid leaves as funeral, sick, holiday and personal.

Section 4.

An employee who is called in for duty on their day off or who is called back to work after completing their regular shift shall receive a minimum of two (2) hours pay or work at the overtime rate.

ARTICLE 19 – HOLIDAYS

Section 1.

In recognition of working holidays, full-time Officers shall receive a lump sum payment on December 1st of each year, equivalent to 4% of the officer's yearly base pay. **Holiday Pay is prorated pay for the first year of employment.**

ARTICLE 20 – VACATIONS

Section 1.

Vacation time will be earned as set forth in the following schedule:

- a) After completion of one (1) year of service-five (5) working days, and after completion of the second year of service: ten (10) working days.
- b) After completion of the third year of service and extending through the completion of the fifth year of service: ten (10) working days per year.
- c) After completion of the sixth year of service and extending through the completion of the eighth year of service: fifteen (15) working days per year.
- d) After completion of the ninth year of service and extending through the eleventh year of service: twenty (20) working days per year.
- e) After completion of the twelfth year of service and extending through the fifteenth year of service: twenty-five (25) working days per year.

Section 2.

Vacation time shall accumulate on the basis of monthly accumulation and shall be prorated for partial years of service.

Section 3.

No vacation time may accumulate beyond thirty (30) days, unless approved by the Police Chief and the City Manager. All applications for vacation time shall be provided to the Chief of Police in accordance with requirements of section 1, Article XVI, Work Schedule. Efforts will be made to schedule vacation time in a manner that is agreeable to the employee and the City. Vacation time shall be scheduled giving preference to seniority of employee provided all requests are timely filed.

Section 4.

All employees are encouraged to take their vacation time. Vacation pay can be given in lieu of vacation only in case of an emergency and only with the approval of the City Council. **In the event of excess accumulation (more than thirty [30] days), an employee shall forfeit any additional vacation time earned until the total accumulated reduces to the maximum authorized unless approved by the City Manager.**

If the City denies the use of requested vacation time for purposes of departmental scheduling needs, that employee shall not lose said time and may use the vacation time earned at a later date or receive pay, at the employee's option.

Section 5.

Vacation time may be taken one (1) or two (2) days at a time.

ARTICLE 21 – PAY DAY

Pay Day will be every week.

ARTICLE 22 – MEDICAL CARE

Section 1.

The City shall provide each full time employee and his/her spouse and dependants with complete medical/hospital/dental/vision care insurance equivalent to the Blue Cross Blue Shield Community Blue PPO. Current health benefits: CB PPO Platinum \$250-Community Blue, \$250 Deductible, 20% Co-Insurance, \$500 Embedded Co-Insurance Max, \$6,600 OOP Max, \$20 OV, \$20 Specialist, \$60 Urgent, \$150 ER, RX \$5/\$40/\$80, Blue Dental PPO Plus SG 100/80/50 (\$1000 Annual Max), Blue Vision SG 24-24-24 \$5/\$10

Section 2.

The City shall provide for Accidental Injury and Injury and Medical Emergency benefits equivalent for each employee and his/her spouse and dependants.

The City and Union will investigate alternative health/vision/dental insurance programs comparable to the existing policies annually.

Section 3.

The union will be subject to State of Michigan Public Act 152 of 2011 in which the legislature has set a hard cap for the for medical care for each member of the union as amended annually.

Section 4.

July 01, 2016 through June 30, 2019 the members of the union will have a 10% cost share for medical care.

ARTICLE 23 – SICK PAY/MATERNITY LEAVE

Section 1.

Regular full time employees shall be provided (8) hours of sick leave per month. When an employee uses sick leave it shall be deducted from his/her sick leave balance. Employees may donate their sick time leave hours to other employees.

On November 1 of each year, all days over 35 shall be paid at one-half (1/2) of their normal rate of pay for these days. Said request shall be made in writing at least two weeks prior to November 1.

Sick leave absences for a fraction of a day shall be charged proportionately in an amount less not than hour increment.

Any employee absent more than two (2) consecutive work days due to illness/injury, shall upon Supervisor's request, furnish a physician's statement of incapacity to work. The City reserves the right to have any employee absent due to illness/injury examined by the physician of the City's choice at the City's expense. Conflicts of medical opinion shall be resolved by a mutually acceptable third physician.

Any employee who becomes ill and is unable to report for work (unless circumstances beyond the control for the employee prevent such reporting) shall personally, if able, notify his/her immediate supervisor prior to an hour before the shift starts. The employee on sick leave must also periodically report to his/her supervisor as to his/her status. Failure to comply with the above documentation/reporting requirements may result in sick leave pay being withheld and may serve as possible cause for disciplinary action.

Section 2.

The City shall provide Disability Accident and Sickness Insurance equivalent to 66 2/3% of the officer's straight time base pay to begin thirty (30) days after the accident or sickness and extending for two (2) years thereafter.

Section 3.

Maternity Leave. An employee that becomes pregnant shall notify the Police Chief no later than the fourth month of her pregnancy. The employee shall not be prevented from working during

her pregnancy, provided that her physician has filed a statement clearing her for work. If the employee has sick leave or vacation time available, she shall be permitted to use the full amount of each, prior to her delivery or during her recovery period. An employee who is pregnant shall also be permitted up to three months unpaid leave, prior to or after delivery. And her position shall be available to her upon return. Further, an employee whose spouse gives birth shall also be entitled to three months unpaid leave during the first year of birth. This will also apply to adoptive parents with child less than twelve months at the time of adoption.

ARTICLE 24 – LIFE INSURANCE

Section 1.

The City shall provide \$20,000.00 of life insurance.

ARTICLE 25 – RETIREMENT

Section 1.

All Full-Time Police Officers hired before October 21, 2015 are placed in the MERS B-3 Defined Benefit plan with a 5% of gross wage contribution.

All Full-Time Police Officers hired after October 22, 2015 will be placed in the MERS Hybrid Retirement Program (1.5 Multiplier) with a mandatory 1% of gross wage contribution.

Section 2.

The City will continue to provide payroll deductions into the ICMA pension plan should the employee choose to do so.

Section 3.

Base pay for the purpose of this Article shall include the employees paid regularly scheduled hours and paid overtime hours, but shall not include additional compensation such as benefit costs, pension contributions, disability payments, etc., but shall include workers disability compensation benefits paid to employees by the City for disabilities that arise out of the course of an employee's employment with the City.

Section 4.

Employees shall remain physically and mentally fit to serve as police officers.

ARTICLE 26 – COURT TIME

Section 1.

All regular full time officers, while on duty, shall be paid at the regular hourly rate for court time. The City agrees, when the officer is not working a scheduled shift, transportation in a City car from the City office and returning to the City office will be provided when a car is available. If no car is available, a gas allotment of an amount equal to the current standard permitted for

purpose of federal government income tax deduction for out of town travel, without designation as excess income, mileage reimbursements will be paid for the use of an officer's personal vehicle. The City will compensate officers for all time spent going to and from any classes related to their job at their appropriate rates of pay as provided by this Agreement. All classes attended under this article will need prior Chief of Police approval.

Section 2.

Schedule will not be changed in an attempt to avoid paying for court time.

Section 3.

Officers may be required to submit a signed court time slip, and all court time must be recorded on a daily log.

Section 4.

When attending court, and not scheduled to work, the pay shall be at time and one half (1 ½) with a minimum of three (3) hours at time and one half (1 ½).

Section 5.

Court time includes prosecution, implied consent hearings, juvenile arraignments, trial and witnesses and all other trials.

ARTICLE 27 – FUNERAL LEAVE

Section 1.

In case of death in the immediate family, a regular full time officer shall be granted a leave of absence to attend the funeral with for up to three (3) days falling within the period between the time of death and the date of the funeral.

Section 2.

"Immediate Family" is defined as father, mother, sister, brother, husband, wife, child, in-laws, grandparents, and immediate step-family members, or a relative residing in the officer's household.

Section 3.

If the funeral is over four hundred (400) miles away, an additional leave day may be taken.

ARTICLE 28 – UNIFORMS, CLOTHING, EQUIPEMNT AND SCHOOLING

Section 1.

Uniform allowance will be \$700 per year which shall be paid on July 1. This allowance shall be used for the purpose of cleaning and maintenance of uniforms issued to the officer. This City will purchase an officer's uniforms, equipment and footwear.

Section 2.

The officer will provide the cleaning and general upkeep of all uniforms and leather goods assigned to him. An officer, whose uniform is irreparably damaged while performing as a police officer, shall be allowed reimbursement for the damaged article if approved by the Chief of Police and City Manager.

Section 3.

The City will make available the time and pay the cost for education needed to maintain certification as a police officer. In addition, the Chief of Police may approve up to 40 hours of instruction time for each officer for approved law enforcement education and the City will pay the cost thereof, including travel time and/or mileage to use personal vehicle when city vehicle is not available.

ARTICLE 29 – LAWSUITS

Section 1. The City agrees to indemnify and save harmless an officer regarding his/her actions and activity while on duty in and for the City, so long as the conduct of said officer is lawful, reasonable and proper.

Section 2.

Whenever a claim is made or civil action commenced against an officer for injuries to persons or property cause by negligence of the officer or employee while in the course of employment and while acting within the scope of his/her authority, the City will pay for, engage or furnish the services of an attorney to advise the officer or employee as to the claim and to appear for and represent the officer or employee in the action. The City may compromise, settle, and pay the claim before or after the commencement of a civil action whenever a judgment for damages is awarded against an officer of the City, as a result of a civil action for personal injuries or property damages caused by the officer while in the course of employment and while acting within the scope of his or her authority.

Section 3.

When a criminal action is commenced against an officer upon the conduct of the officer in the course of employment, if the officer had a reasonable basis for believing that he/she was acting within the scope of his/her authority at the time of the alleged conduct, the City will pay for, engage, or furnish the services of an attorney to advise the officer or employee as to the action and to appear for and represent the officer in the action.

ARTICLE 30 – DURATION OF AGREEMENT

This Agreement shall become effective on, July 1, 2016, and shall continue in effect until and including June 30, 2019, and shall be extended automatically from year to year thereafter unless either party serves notice to the other at least ninety (90) days in advance of intent to terminate or renegotiate the Agreement.

All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2016.

FOR THE POLICE OFFICERS LABOR COUNCIL

FOR THE CITY OF EVART

Patrick McClure, Steward

Zackary G. Szakacs, City Manager

Cheyenne Kalman Alt, Steward

Casey Keysor, Mayor

Mike Woronko, POLC Representative

Heather Pattee, City Clerk

POLC PROPOSED WAGE INCREASE					
2016	2017	2018	Year		
2.50%	2.25	2%	Percent of Increase		
\$ 0.43	\$ 0.38	\$ 0.34	Amount of Increase		
\$ 17.43	\$ 17.81	\$ 18.15	Wage per hour		
\$ 894.40	\$ 790.40	\$ 707.20	Annual Amount		