

AGREEMENT

BETWEEN

CITY OF MASON

-&-

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

POLICE
NON-SUPERVISORY
UNIT

Effective: May 10, 2023

Terminates: June 30, 2026

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ARTICLE 1
AGREEMENT

Section 1.1. This Agreement entered into this 18TH day of April, 2023, between the **CITY OF MASON**, hereinafter referred to as the "Employer," and the **MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL**, hereinafter referred to as the "Union."

Section 1.2. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties involved, and further, 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.

ARTICLE 2
RECOGNITION OF THE UNION

Section 2.1. Recognition: The City hereby grants sole and exclusive recognition to the Michigan Fraternal Order of Police Labor Council, for the purpose of collective bargaining for all officers included in the bargaining unit.

Section 2.2. Definition of Bargaining Unit: The bargaining unit consists of all regular full-time members of the Mason Police Department whose positions are classified as patrolmen and corporals; excluding sergeants, the Chief, the Chief's Secretary, and all other supervisors as defined by Michigan Labor Law.

ARTICLE 3
CAPTIONS

Section 3.1. The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 4

GENDER

Section 4.1. Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5

CHANGE IN PERSONAL STATUS

Section 5.1. Employees shall notify the Employer of any change of name, address, telephone number, marital status or number of dependents promptly, within ten (10) days after such change has been made.

ARTICLE 6

MANAGEMENT RIGHTS

Section 6.1. The Union recognizes that the City reserves and retains, solely and exclusively, all rights to manage and operate the City's affairs.

Section 6.2. The City, on behalf of its electors, hereby retains and reserves unto itself all powers, rights, duties, authorities and responsibilities conferred upon and vested in it by its Charter and the Laws of the Constitution of the State of Michigan. Such rights, by way of illustration, but not of limitation being partially set forth as follows:

- A. To manage its affairs efficiently and economically including the determination of the quantity and quality of services to be rendered, the control of material, tools and equipment to be used and the discontinuance of any materials or method of operation which it deems necessary for the public good.
- B. To introduce new equipment, methods, procedures, change or eliminate existing equipment and methods and to decide on material, supplies, equipment and tools to be purchased and used.
- C. To determine the type, number and location of all facilities, materials, equipment, and installations.

- D. To hire, assign and layoff employees in accordance with applicable State laws and in accordance with this Agreement.
- E. To supervise and direct the work force, assign work and determine the number of employees to be assigned to operations whenever and wherever, in the judgment of its authorized supervisors the same shall be deemed necessary and proper.
- F. To establish, change, combine or discontinue job qualifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classifications, subject to the terms of this Agreement.
- G. To determine lunch, rest period, departmental meeting times and places, starting and quitting times and the number of hours to be worked.
- H. To establish reasonable work schedules.
- I. To establish and revise and enforce working rules and carry out police procedures and general improvement programs deemed necessary.
- J. To determine the size of the work force and to increase or decrease the same, and to contract Police work out in whole or in part in the discretion of the City, subject to the terms of this contract.
- K. To permit police officers and employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the City, this is necessary for the conduct of municipal service.
- L. To discipline and discharge employees for just cause.
- M. To transfer, promote and demote employees from one classification, department or shift to another.
- N. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work, subject to the provisions of this Agreement.

Section 6.3. The applicability of this Article shall be limited only to the extent of the specific terms and conditions as hereafter provided for in this Agreement.

ARTICLE 7

OPEN SHOP AND CHECK-OFF

Section 7.1. Non-Discrimination: The City will not discriminate against any employee because of membership in the Union.

Section 7.2. Open Shop. The Employer agrees to deduct dues from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representation fees.

Section 7.3. Dues Check-Off: The City agrees to deduct from the regular monthly pay of each Union member who has an executed Check-Off Authorization form on file, the Union dues for the following month's dues, subject to all the following sub-sections.

Section 7.4. The Union shall obtain from those employees who voluntarily agree to become members or voluntarily agree to remit representation fees a completed authorization form which shall conform to the respective state and federal law(s) concerning that subject and will become effective the first payday of the month following the employee's completion and submission of the dues authorization form.

Section 7.5. The total amount due shall be deducted and forwarded to the Union with a monthly membership list to the address of: Fraternal Order of Police Labor Council, 1457 East 12 Mile Road, Madison Heights, Michigan 48071.

Section 7.6. The Union shall furnish the dues deduction forms.

Section 7.7. All Check-Off Authorization Forms and Service Fee Authorization Forms shall be filed with the City Treasurer who may return any incomplete or incorrectly completed form to the Union Treasurer, and no check-off shall be made until such deficiency is corrected.

Section 7.8. The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible for a refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.

Section 7.9. The Employer's remittance will be deemed correct if the Union does not give written notice to the City's Manager within thirty (30) calendar days after a remittance is sent, of its belief, with reasons stated therefor, that the remittance is incorrect.

Section 7.10. Save Harmless: The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues, or representation fees or in reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

During the term of this Agreement it is the express intent of the Employer and the Union to follow the law as currently defined by the United States Supreme Court decision of Janus v AFSCME, 138 S. Ct. 2448 (June 27, 2018), as well as 2012 PA 349, at MCL 423.209 and MCL 423.210.

Section 7.11. Any dispute between the Union, the employee, and the Employer which may arise whether an employee properly executed or properly revoked a Check-Off Authorization Form, pursuant to this Article, shall be reviewed with the employee, a representative of the Union and the City Manager or his designee. Until the matter is resolved, deductions shall continue to be made. The City assumes no liability for the authenticity, execution or revocation of the authorization form.

ARTICLE 8

MANAGEMENT SECURITY

Section 8.1. No Strike: The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the City's premises. The Union further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work, or any acts that interfere in any manner or in any degree with the services of the City during the life of this Agreement.

Section 8.2. No Lockout: The City agrees not to lock out any employee during the life of this Agreement (for any reason).

ARTICLE 9

UNION BARGAINING COMMITTEE

Section 9.1. The bargaining committee of the Union will include not more than one (1) member of the local Union membership and not more than three (3) representatives of the Union. The local Union may also have one (1) alternate who will participate in negotiations in the absence of the regular local Union representative. The Union will furnish the Chief with a written list of the bargaining committee, as well as the alternate, if any, prior to the first bargaining meeting or any substitution changes thereafter.

Section 9.2. The Chief shall rearrange scheduling for the bargaining committee member insofar as possible to avoid placing the member on a tour of duty that would prohibit his attendance at negotiations. Consideration shall be given to the ending of the tour of duty shift immediately preceding negotiations.

ARTICLE 10

PROBATIONARY PERIOD

Section 10.1. When a new employee is hired into the Unit, he shall be considered as a probationary employee for a period of twelve (12) months from date of hire or sworn, whichever date occurs later. Quarterly reviews of the probationary's progress shall be made on the probationary employee. The Union may represent probationary employees, with the employee's consent, for purposes including but not limited to rates of pay, wages, and hours of employment. Probationary employees shall not be represented by the Union in cases of discipline or discharge.

A probationary employee may be disciplined or terminated with or without cause within the sole discretion of the City and neither the employee so disciplined or terminated nor the Union shall have recourse to the Grievance Procedure over such discipline or discharge.

Section 10.2. The probationary period for the rank of Corporal shall be six (6) months.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1. It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and as promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by management, if the Union does not move to the next step within the time limits. For the purpose of the Grievance Procedure, a working day shall be deemed to mean Monday through Friday, exclusive of holidays, Saturdays and Sundays.

Section 11.2. A grievance is a claim reasonably and sensibly founded upon a violation of a specific article of this Agreement.

- A. STEP ONE. Verbal - Sergeant. When an employee feels that he has a valid grievance within the definition as provided above, he shall within five (5) working days after the act or incident complained of, to present his grievance orally to the Sergeant in an attempt to resolve the matter on an informal basis.
- B. STEP TWO. Written - Chief. If the employee and the Sergeant are unable to adjust the grievance, it shall be reduced to writing and submitted by his Union representative within ten (10) working days of the act or incident complained of, to the Chief of Police or Officer in charge for resolution. All written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the Sections and Sub-Sections of this contract alleged to have been violated or rules or regulations or orders alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations for appeal as hereinafter specified.

C. STEP THREE. City Manager. If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the City Manager, within fifteen (15) working days of the act or incident complained of, who will endeavor to resolve the matter with the Police Chief and the Union.

D. STEP FOUR. Arbitration.

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

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within seven (7) calendar days, or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with assistance and under the rules of the Federal Mediation and Conciliation Service.

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

3. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate, unless it is provided for in this Agreement.

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

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

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

In the event a suspended or discharged employee is returned to the work force with a back pay award, the Employer will receive as a set-off to any such award unemployment compensation benefits received which were related to the period of the employee's absence from work.

5. The expenses of the arbitrator shall be shared equally between the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.
6. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union and on all bargaining unit employees, and on the Employer.
7. An employee will elect either the grievance and arbitration forum as set forth herein or the appropriate forum set forth under any law, but not both.

ARTICLE 12

SPECIAL MEETINGS CLAUSE

Section 12.1. Special meetings for important matters will be arranged between the Union and the Employer and its designated representative upon the request of either party. Such meetings shall be between one (1) representative of the Union, one (1) member of the local Union and one (1) representative of management.

Section 12.2. Arrangements for such special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in special meetings shall be confined between the hours of 9:00 a.m. and 4:00 p.m.

The members of the Union shall not lose time or pay for time spent in such special meetings. This meeting may be attended by one (1) member of the local Union and/or a representative of the Union.

Section 12.3. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 13

DISCHARGE AND DISCIPLINE

Section 13.1. Discipline is intended to be a positive or developmental rather than a negative or punishing procedure.

Section 13.2. When the City determines that discipline or discharge is necessary, it may discipline or discharge any employee for just cause, regardless of the employee's seniority.

Section 13.3. In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union may file a grievance at Step 3 of the grievance procedure, which must be in writing on a form supplied by the Michigan Fraternal Order of Police Labor Council, with the City within ten (10) working days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance procedure herein. If no complaint is filed within the specified time then said discharge shall be deemed to be final.

Section 13.4. The City, by its Chief of Police, may establish and enforce binding rules in connection with its departmental operations and the maintenance of discipline, providing such rules are not inconsistent with the provisions of this Agreement.

Section 13.5. In imposing discipline on a current charge, the Employer will not take into account prior discipline which:

- A. If a verbal reprimand occurred more than eighteen (18) months prior to the instant infraction unless the prior infraction is for the same or similar misconduct as the instant infraction.
- B. If a written reprimand occurred more than twenty-four (24) months prior to the instant infraction unless the prior infraction is for the same or similar misconduct as the instant infraction.
- C. If a suspension, loss of time or pay, occurred more than forty-two (42) months prior to the instant infraction unless the prior infraction is for the same or similar misconduct as the instant infraction.

ARTICLE 14

SENIORITY

Section 14.1. Seniority: Seniority of a new member shall commence retroactively to one (1) year after an employee is sworn in.

Section 14.2. Loss of Seniority: An employee shall lose his status as an employee and his seniority, if:

- 1. He resigns or quits.
- 2. He is discharged or terminated.
- 3. He retires.
- 4. He does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the City Manager. An employee who changes his address must notify the City of the change.
- 5. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
- 6. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without

notifying the City, except when the failure to notify and work is due to circumstances beyond the control of the employee.

7. He may lose his seniority and employee status if he is convicted of a misdemeanor, except traffic offenses.

Section 14.3. Seniority shall not carry over from one classification to another.

Section 14.4. Management shall maintain a roster of employees, arranged according to seniority showing name, position, class and seniority date, and shall furnish a copy to the Union in March of each year if requested.

ARTICLE 15

LAYOFF AND RECALL

Section 15.1. Definition: Layoff shall mean the separation of employees from the active work force due to lack of work or funds or the abolition of positions because of changes in organization.

Section 15.2. Order of Layoff:

- A. No permanent or probationary employee shall be laid off from his position in the Police Department while any seasonal, temporary or provisional employees are serving in the same position class in that department.
- B. Except as provided below, the layoff of probationary or permanent employees in the Police Department shall be in inverse order of seniority in the position classes affected.

Section 15.3. Demotion in Lieu of Layoff: Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Police Department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 15.4. Notice of Layoff: Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 15.5. Preferred Eligible Lists.

- A. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced. Employees laid off shall have their names placed on a preferred eligible list in order of seniority for each class from which displaced.
- B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser. Employees shall be restored to positions from which demoted in the Police Department before any other persons are selected for employment or promotion in those classes.

Section 15.6. Recall from Layoff:

- A. Employees to be recalled from layoff shall be given ten (10) calendar days to return to work. Employees last laid off will be first to be recalled.
- B. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

Section 15.7. Restoration to Positions From Which Demoted: Employees to be restored to positions from which they have been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

Section 15.8. Physical Examinations: If an officer is laid off for one (1) year or more he/she shall, if recalled, submit to and pass a physical examination by a physician selected by the City.

ARTICLE 16

UNIFORMS AND EQUIPMENT

Section 16.1. In the selection, procurement and issuance of uniforms, the City will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function, and responsibility of the officer. Upon signing this Agreement, the following items shall be issued to the officers at the City's expense:

UNIFORMS AND EQUIPMENT	
One (1) pair black leather shoes or boots*	Badges
One (1) pair black leather gloves	One (1) name plate
One (1) car jacket	One (1) tie bar
Three (3) pairs of pants	One (1) set of handcuffs
Three (3) shirts - long sleeved	One (1) service weapon
Four (4) shirts - short sleeved	One (1) whistle with chain
Two (2) ties	One (1) Garrison belt
One (1) raincoat	One (1) laminated picture I.D. card
One (1) uniform hat	Sufficient and adequate ammunition for firearms training
One (1) Sam Browne belt	
One (1) Set Fatigues	One (1) winter hat

*Officers can be reimbursed up to one hundred fifty dollars (\$150) per fiscal year for the purchase of work-related equipment. Prior approval is required. The Chief or his designee in his sole discretion shall determine whether to approve an item for reimbursement.

Section 16.2. The City will provide and each officer will be required to wear a bullet resistant vest. Should an officer have a bullet resistant vest that he/she has purchased, it may be worn with the prior approval of the Chief of Police.

Section 16.3. Dry Cleaning and Laundry: Dry cleaning and laundering of officers' uniforms shall be processed as to times and place by the Chief. The cost of laundering, cleaning, and permissible alterations of uniforms, shall be borne by the City, however, the frequency of cleaning and laundering shall be subject to the approval of the Chief.

Section 16.4. Employer issued equipment shall be signed for by the receiving employee and returned upon termination of employment or request by the Employer.

Section 16.5. The Employer and the Union agree that if the Employer intends to modify its specification(s) for police vehicles that it will notify the Union of any proposed changes and if the Union wishes to raise issues of safety, it will so notify the Employer within ten (10) days of its receipt of notice from the Employer and will request that a special meeting be convened. Police vehicles purchased after the signing of this Agreement will have the same radios as placed in other City vehicles.

ARTICLE 17

HOURS OF WORK AND BASIC WAGE RATE

Section 17.1. Hours: During each work period, all officers will be scheduled to work seven (7) twelve (12) hour work shifts. This will amount to a total of eighty-four (84) hours of pay per work period. All eighty-four (84) hours will be paid at the respective officer=s straight time (or basic) hourly rate.

Section 17.2. Wage Rate: An officer shall receive an hourly rate for services performed not exceeding the total annual wage referred to as his basic wage, as set forth in "Appendix B" hereto attached, and which represents compensation for services in Section 1, above, for two thousand eighty (2,080) hours of service. The hourly rate shall be determined by dividing two thousand eighty (2,080) hours into the total applicable basic wage. The hourly rate thus determined shall be the base rate per hour of compensation and shall be used in computing any overtime authorized under this Agreement.

Section 17.3. Overtime: It is anticipated that the needs of the department will require an officer to work overtime. Overtime is defined as work performed by an officer over and above the officer's normally scheduled shift when authorized by a command officer. It does include training sessions, consultations with prosecuting officials, or signing complaints, but if directed by an officer in command of the department and performed by an off-duty officer, said officer shall be compensated at the hourly rate of that officer for the time actually worked, but not less than two (2) hours. All officers on duty shall be paid for overtime at the rate of one and one half (1.5) times his regular rate of pay.

Section 17.4. Call-In Time: For any pre-posted assignment in which an off-duty officer is assigned, he shall be paid for a minimum of two (2) hours at the overtime rate. For any emergency call-in of off-duty officers, they shall be paid for a minimum of two (2) hours at the overtime rate.

Section 17.5. Included Benefits: An officer is to be paid only for work performed. Included in an officer's annual wage rate, as defined in Section 17.2 of this Article, are certain benefits, including holiday pay, said benefits being as follows:

- A. Paid Lunch and Work Breaks. An officer on duty shall be entitled to one (1) hour for each workday for lunch and work breaks. Breaks shall be divided into two (2) fifteen (15) minute periods and a thirty (30) minute meal period which shall be taken at the good judgment of the officer, and as the needs of the department permit. If an officer is called off of a break, the officer shall be entitled to the remainder of his/her break once the pending matter is disposed of.

Section 17.6. Employees have the option to exchange any overtime hours worked for compensatory time off at the rate of time and one half (1.5) under the following conditions:

- A. At the signing of this Agreement a forty (40) hour maximum accumulation on the record books at any one time for employees working forty (40) hours per week. Employees working twelve (12) hour shifts will be entitled to a forty-eight (48) hour maximum accumulation on the record books at any one time.
- B. Any usage of compensatory time will be charged against the maximum accrual.

- C. The option to place overtime in the compensatory time bank must be made by the employee within the pay period that it is earned. This election will be made by the employee submitting the request in writing with his/her time report.
- D. An employee may utilize compensatory time off only with the prior approval of his/her supervisor.
- E. If employees can be excused to utilize earned compensatory time off, the grant or denial of the request will be on a first-come first-serve basis. If determination cannot be made which request was made first, compensatory time off will be granted on a seniority basis. Such requests for this purpose are not effective more than thirty (30) days in advance.
- F. Any employee with accumulated compensatory time who desires payment for any part of said accumulated time shall, in writing, make a request therefore to the Chief of Police. Said request must be submitted and approved within the regular pay period of the Department. Payment will be made the next regular pay day following the pay period for which approval is given.

The provisions of Section 17.6 will be applied prospectively only and after the parties have signed this agreement.

Section 17.7. Shift Selections. Shift selections, except special assignments (Detective or School Resource Officer), shall be made on the basis of seniority. Shift selections shall be posted by October 1 of each year. The employee selection shall be completed and posted by October 15 each year. The selections shall be for the periods of January 1 through June 30 and July 1 through December 31 of each year. Shift changes will take effect the closest payroll period to the shift selection. Should a shift vacancy, the Employer desires to fill, occur: if the vacancy is for a period of less than three months, it will be filled at the Chiefs sole discretion; if the vacancy is for 3 months or more, it shall be posted and filled from names submitted, based upon seniority; if there are no volunteers, the Chief shall appoint the least senior employee to that position.

ARTICLE 18

SICK LEAVE

Section 18.1. Sick Leave: An officer shall accumulate and be credited with eight (8) hours of sick leave per month up to a maximum accumulation of one thousand two hundred (1,200) sick leave hours. If an officer is separated from service by death or retirement, he, his spouse, or his legal representative shall be entitled to one half (2) of accumulated unused sick leave, computed at his last daily rate of pay. For the purpose of this payout, at the time of separation of employment by death or retirement, an officer is only allowed to accumulate a maximum of one thousand forty (1,040) sick leave hours.

Section 18.2. Sick leave is to be used for personal illness, or incapacity, and medical or dental treatment necessary and not obtainable on off-duty hours or for other reasons as otherwise permitted by law. An eligible employee may utilize sick leave for the purpose of transporting an immediate family member to obtain treatment for an illness or injury. Sick leave may, in the Chief's sole discretion, be used to attend to the illness or injury of an immediate family member. "Immediate family" as used herein is defined as the employee's spouse, child or parent. Employees shall report the expected absence to the Chief of Police or the officer in charge at least one (1) hour prior to his tour of duty and shall state the illness or reason. The Chief of Police shall cause a log to be kept of all calls concerning sick leave with the reason, and the time of report-in and the time of the tour of duty and maintain a permanent file thereof in his office. The Chief of Police or his designated representative may communicate with the officer directly or members of the officer's immediate family only, on the first day of sick leave, to investigate the possible abuses of the sick leave privilege. Upon three (3) days successive absence, the Chief of Police may request and the officer shall provide, diagnosis from the officer's physician and/or the Chief may, at his discretion, demand the officer to submit to an examination by a physician selected by the City. In the event the City designates the physician's examination, the City shall pay the cost of the physician's examination. Abuse of this privilege shall subject the officer to discipline at the discretion of the Chief.

Section 18.3. No sick leave or vacation credit shall be earned while on unpaid leave of absence.

Section 18.4. Payable on December 1 of each year, the employee may, at his option, be paid twenty-five percent (25%) of his earned, but unused sick leave for that year. If he converts this portion of his sick leave to cash, that portion shall be deducted from his accumulated sick leave.

Section 18.5. Personal Days: Seniority employees shall be entitled to twenty-four (24) hours of paid personal leave time per year if working a 5-8 schedule and thirty (30) hours per year if working the 4-10 schedule. Employees scheduled to work the seven (7) twelve (12) hour shifts will be entitled to thirty-six (36) hours of paid personal leave time per year.

A request for a personal leave day must be made to the employee's immediate supervisor at least two (2) working days in advance of its intended use. If the circumstances warrant it, the employee's immediate supervisor can waive the two (2) day notice requirement. Requests for personal leave will be granted provided the department head or his designee does not believe the leave will interfere with the operation of the department.

Personal leave days may not be used immediately preceding or following a holiday or a vacation day unless approved by the City Manager.

Personal leave days are not cumulative from year to year.

Section 18.6 Family and Medical Leave.

Section 1: To be eligible for a family medical leave, an employee must have worked for the Employer for at least twelve (12) months and at least 1,250 hours during the 12-month period immediately preceding the date the leave commences. A Rolling@ 12-month period measured backward from the date an employee uses any Family and Medical Leave Act (FMLA) leave (except that such measure may not extend back before August 5, 1993) will be used for calculating leave requests.

Section 2: Eligibility for FMLA will be governed by the City's Personnel Policy

ARTICLE 19

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Section 19.1. All full-time officers commencing with their date of hire are eligible for a Forty Thousand Dollar (\$40,000.00) life insurance policy with Accidental Death and Dismemberment.

Section 19.2. The City will pay one hundred percent (100%) of the annual premium on said policy for each year said employee is employed by the City.

Section 19.3. Coverage shall be subject to the terms and acceptance of the insurance carrier.

ARTICLE 20

VACATION

Section 20.1. Officers shall receive vacation based on the length of continuous employment as herein set forth.

VACATION	
1 Year to 5 Years.....	84 Working Hours
5 Years to 10 Years.....	126 Working Hours
10 Years and Over.....	168 Working Hours

After completion of six (6) months of employment, an employee shall be eligible for forty-two (42) hours of vacation.

An employee will not be paid for accrued unused vacation time if they are discharged or quit prior to completion of one (1) year of service.

Section 20.2. Employees must use their vacation leave in the year following the year of accrual. Annual leave, not to exceed a maximum of forty (40) hours, may be carried over from one calendar year to the next calendar year.

Section 20.3. Vacation pay shall be computed at the employee's current regular rate of pay, minus any premiums.

Section 20.4. Vacation leaves may be granted to eligible employees upon written request submitted no less than thirty (30) days in advance of the beginning of the date of requested leave. If a vacation request is in conflict with any other request for vacation, such conflicting requests, if approved, will be granted on the basis of seniority.

If an employee wants to establish, in advance, a particular vacation period, a "special" request for a particular vacation must be submitted by the employee between January 1 and January 31 of the year in which it will be taken. If there is a conflict between special vacation requests, the most senior employee's request, if approved, shall prevail. Vacation approved as a result of the "special" request shall supersede any regular request for vacation.

Section 20.5. All vacation requests must be approved by the Chief before they are granted.

Section 20.6. No vacation will be earned while an employee is on an unpaid leave of absence, laid off or receiving Worker's Compensation.

ARTICLE 21

HOLIDAYS

Section 21.1. The following are designated holidays:

HOLIDAYS	
New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Day Before Christmas
Labor Day	Christmas Day
Last four (4) hours of the employee's regular shift on Good Friday.	
Last four (4) hours of the employee's regular shift on the day before New Year's.	

All holidays will be observed on the actual holiday. Employees will receive eight (8) hours of paid time, at their regular rate of pay for each full-day holiday, and four (4) hours of paid time, at their regular rate, for half-day holidays.

ARTICLE 22
RETIREMENT

The CITY OF MASON is a member of the Michigan Municipal Retirement System, which is managed in accordance with the provisions of Act 135, P.A. 1945 (Section 38.601 MCL of 1948), as amended. The City agrees to pay, on the behalf of each regular, full-time officer who is or becomes a member, such amount as may be necessary under its membership plan and Section 44 of the above Statute. The retirement plan for employees hired before July 1, 2014 is the B-4. The normal retirement age is sixty (60), ten (10) years vesting. There is an early retirement benefit fifty-five/fifteen (55/15) unreduced and fifty/twenty-five (50/25) reduced. The Final Average Compensation is three (3) years. Effective December 31, 2020 COLA will be frozen. Effective at signing employees shall contribute twelve percent (12.0%).

Employees hired on or after July 1, 2014 will participate in the MERS C-1 Plan with the F 55/15 rider, ten (10) year vesting, FAC5 with a maximum of two hundred (200) hours of vacation leave includible in computing the FAC. Benefits will be paid on base compensation only. C-1 covered employees will make a four and one half percent (4.5%) contribution. In no event will the Employer's contribution exceed ten percent (10%) of base compensation.

Employees hired on or after July 1, 2023, will not participate in the Defined Benefit Plans and will participate in a Defined Contribution Plan. The Employer will contribute eight percent (8%) and the Employees will contribute a minimum of four percent (4%). The vesting schedule will be:

20%	at	1 Year
40%	at	2 Years
60%	at	3 Years
80%	at	4 Years
100%	at	5 Years

ARTICLE 23

HEALTH AND MEDICAL INSURANCE

Section 23.1. All regular, full-time officers, their spouse and dependent children, are eligible for group hospital and medical benefits. Employees are eligible at date of hire.

Members of the bargaining unit represented by the Union shall have the same health care plan as non-represented employees.

The Employer=s contribution will be in compliance with Michigan Public Act 152, providing public employer contributions to employee health care costs to be no greater than the pool of funds created by either eighty percent (80%) of the premium or illustrated premium, or the hard cap limits, as prescribed by Statute and defined annually by the State.

- (i) The Employer will determine annually to adopt either the 80/20 or hard cap methodology to calculate the pooled funds.
- (ii) The Employer will determine how the funds in (i) will be allocated to healthcare premium or illustrated premiums.
- (iii) The balance of the healthcare costs, after the pooled funds are applied, will be the employee contribution.

The parties further agree that the Employer will be in compliance with the Federal Patient Protection and Affordable Care Act (FPPACA) or any replacement thereof and all associated regulations, including the right to opt-out of providing Employer provided healthcare coverage, and directing employees to the Public Healthcare Exchanges.

The Employer reserves the right to discontinue, cancel or change vendors, networks, contributions or plans as necessary to demonstrate compliance with existing or future laws. The parties agree that the Employer may provide plan(s) that incorporate one or more than one of the following:

- a. Healthcare coverage reflecting from zero up to 9.5% of W-2 wages for employee only cost pursuant to FPPACA, while remaining compliant within the governing provision for Employer contribution as outlined above.
- b. Wellness components including participation incentives.
- c. A plan that qualifies for and provides a Health Savings Account (HSA).

The parties further agree that the employee=s contribution shall be the difference between the Employer=s contribution and the actual cost of coverage selected by the employee. Employees eligible for and receiving health care will make bi-weekly payroll deductions toward the cost of such coverage in an amount sufficient to make up the difference between the Employer=s contribution and the total cost of the coverage.

Probationary officers may elect to come under a plan after authorizing payroll deduction for the full premium costs for the required ninety (90) days.

Section 23.2. Should the Employer wish to change hospitalization insurance this change will be subject to negotiations with the Union.

Section 23.3. Dental Insurance. The City agrees to pay the full premium for a dental benefit plan to include all employees covered by this Agreement and their dependents at no cost to the employee. The plan will provide one hundred percent (100%) payment of preventative services, eighty-five percent (85%) of general services, and fifty percent (50%) of prosthetic services. Maximum benefit for each calendar year is One Thousand Dollars (\$1,000.00) with no deductible. The plan will provide the following orthodontic coverage: Fifty Dollars (\$50.00), then, fifty percent (50%) of the orthodontic services up to a Five Hundred Dollar (\$500.00) maximum lifetime benefit.

Section 23.4. The parties to this Agreement agree to do everything possible to secure the lowest cost for the health care benefits provided for herein.

Section 23.5. Physical Examination. After two (2) years of continuous full-time employment and every second year thereafter, an officer will be entitled to take a physical examination to be given by the City doctor, the cost of which shall be borne by the City.

Section 23.6. Health Insurance for Retirees. For any employee retiring at age 55 or over and having 25 years or more of continuous and credited service with MERS, the City will pay 50% of the cost of the retiree's group hospitalization coverage and the retiree will pay the balance of the single subscriber rate as well as the full cost of coverage for his/her dependents. For any employee retiring at age 55 or over and having 30 years or more of continuous and credited service with MERS, the City will pay 80% of the cost of the retiree's group hospitalization-coverage and the retiree will pay the balance of the single subscriber rate as well as the full cost of coverage for his/her dependents. Payments shall be made to the City quarterly in advance. Should required payments not be made at the prescribed times, the City will cancel coverage for the retiree and if applicable for his/her dependents.

Upon reaching the age of sixty-five (65) a retiree will no longer receive any retiree healthcare from the City but will, instead, receive a monthly stipend of two hundred seventy-five dollars (\$275.00) per month.

Any employee hired on or after November 16, 2020 who retires shall be ineligible for any retiree healthcare from the City but will, instead, receive a monthly stipend in the amount of two hundred seventy-five dollars (\$275.00) until the retiree reaches age sixty-five (65). At age sixty-five (65) this stipend will no longer be paid.

Any employee who hired on or after July 1, 2023 will not be eligible for any payment towards hospitalization coverage when they retire.

Section 23.7. Any employee who elects to waive health, vision, and/or dental coverage pursuant to Section 23.1 and 23.3 will receive payments each bi-weekly period that result in a monthly amount equal to the following:

Waiver of Health and Vision Insurance

Single:	50% of Monthly Premium
2-Person:	50% of Monthly Premium
Family:	50% of Monthly Premium

Waiver of Dental Insurance

Single:	50% of Monthly Premium
2-Person:	50% of Monthly Premium
Family:	50% of Monthly Premium

“Monthly Premium” is equal to the average of all health insurance using the City’s gross costs, less all caps, establishing a single, 2-person rate and family rate. Employees who elect not to receive healthcare coverage through the City of Mason must provide documentation to the City’s satisfaction that they have secured alternative healthcare coverage. Employees who Aopt out@ of the City of Mason’s provided healthcare coverage for a portion of the year will have such above-stated payments prorated.

ARTICLE 24

LIABILITY PROTECTION

Section 24.1. Whenever claims are made or any civil action is commenced against the employee for damages caused by acts of the employee within the scope of his authority and while in the course of his employment, the City will pay for, or engage in, or furnish the services of an attorney to advise the officer as to the claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgment for damages is awarded against an employee as the result of any civil action or damages caused by the employee while in the course of his employment, the City will indemnify the officer or will pay, settle or compromise the judgment. The City's obligations under this section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

ARTICLE 25
BEREAVEMENT LEAVE

Section 25.1. An employee shall be allowed three (3) working days not to be deducted from sick leave for a death of extended family. Extended family is defined as aunts, uncles, first cousins, nieces and nephews. An employee shall be allowed five (5) working days not to be deducted from sick leave for a death in immediate family. Immediate family is to be defined as follows: mother, father, mother-in-law, father-in-law, grandparents, grandchildren, or a member of the employee's household. An employee shall be allowed ten (10) working days not to be deducted from sick leave for the death of a spouse, child, or stepchild. The Employer may grant additional time if requested based upon extenuating circumstances.

ARTICLE 26
LONGEVITY

Section 26.1. Each full-time employee who has completed five (5) years of continuous employment shall receive the annual longevity payment shown below:

5 to 9 Years:	2% of base wages
10 to 14 Years:	3% of base wages
15 to 19 Years:	4% of base wages
20 + Years:	5% of base wages

Section 26.2. Longevity payment shall be made on the employee's anniversary date. Payments due shall be computed on total years of service completed on the employee's anniversary date. Payment will not be made for partial years of service. No payment shall be made to an employee who leaves the service of the City prior to their annual anniversary date, except in the case of retirement, death and permanent disability and the total amount shall be prorated.

ARTICLE 27

COURT PAY

Section 27.1. Any officer who appears in Court or any other administrative tribunal during non-duty hours as a result of being subpoenaed on work related matters shall be paid at the rate of time and one-half (1/2) his/her normal base rate exclusive of any premiums, for all time actually worked but not less than one half hour. In the event that the employee's appearance is not contiguous with the beginning or end of the employee's normal scheduled shift, the minimum payment shall be two (2) hours. Payments for overtime and/or call back time shall not be duplicated for the same hours.

"Contiguous" means that the employee's appearance must run up to the beginning of the employee's shift or immediately after the employee's shift ends.

Section 27.2. Any officer required to sign a complaint during off-duty hours shall be paid at the rate of one and one half (1 1/2) times his/her normal rate of pay, exclusive of any premiums, for time actually spent, but not less than two (2) hours, providing such minimum is not contiguous with the beginning or end of his/her normally scheduled shift.

ARTICLE 28

COMPREHENSIVE AUTO LIABILITY INSURANCE

Section 28.1. The City will carry, during the term of this Agreement, bodily insurance and property damage insurance for acts of negligence of its officers in the operation of police vehicles while on duty and in the course of employment in the amount and subject to the limitations set forth in its self-insured policy through the Michigan Municipal Risk Management Authority, the terms of which are incorporated herein, and will pay one hundred percent (100%) of the premiums thereof.

ARTICLE 29

OFF-DUTY DISABILITY INSURANCE

Section 29.1. The Employer agrees to allow employees covered by this Agreement to participate in a disability insurance plan provided the employee assumes the responsibility for his/her premium payments.

ARTICLE 30

SOCIAL SECURITY AND WORKER'S COMPENSATION

Section 30.1. The City will carry Worker's Compensation insurance on each officer and pay all premiums thereon. Also, the City will appropriate and pay, as an employer, its share of old age and survivors insurance, (Social Security).

ARTICLE 31

SEPARATION - VOLUNTARY TERMINATION

Section 31.1. Employees shall have the responsibility of turning in all Employer equipment and property at termination of their employment. The employee shall be charged for all items not returned, provided he has signed an authorization form for such a deduction.

ARTICLE 32

PROMOTIONS

Section 32.1. Promotions within the department shall be based on merit, which shall include but not be limited to, professional competency, education and professional training, character, experience, work record, attitude and cooperation in implementing departmental policies and procedures, loyalty and dedication, good manners and professional community involvement. All conditions being equal, due consideration shall be given to seniority status.

ARTICLE 33

SPECIAL PROGRAMS

Section 33.1. Educational Requirements. All regular, (excluding auxiliary police) non-probationary officers who have completed the Mid-Michigan Police Academy (or equivalent) Training Program shall receive such training as the scheduling needs of the department and finances budgeted for the Police Department will permit.

Section 33.2. Additional Training. Additional training of a type and kind to be determined by the Police Chief and Sergeant, shall be undertaken for all officers as follows: All regular, full-time officers (including probationary) shall have a minimum of twenty-four (24) hours per year.

Section 33.3. Use of Auxiliary Officers. The use and scheduling of Auxiliary Police officers shall be determined by the Police Chief and the Sergeant.

Section 33.4. Tuition Reimbursement. An employee will be eligible, after one year of employment, to submit a written request, no later than thirty (30) days prior to the commencement of the class term for reimbursement for tuition, registration and fees only. Any such request will, if granted, be subject to the following conditions:

- A. The class must be pre-approved by the Chief of Police as job related.
- B. The Department must have sufficient monies in its budget to pay for the tuition.
- C. Payment will be made only after the employee presents satisfactory proof of receipt of a "C" or better grade in the pre-approved class.
- D. In no event, will reimbursement exceed the rates normally and customarily charged by Michigan State University.
- E. The Chief may grant the request in whole or in part.

ARTICLE 34

GENERAL PROVISIONS

Section 34.1. When employment and seniority is interrupted by discharge, quit, strike, unpaid leave of absence, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 34.2. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in affect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

Section 34.3. The Employer may select or change the insurance carrier, except Blue Cross, at its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to the standard provisions set forth in the existing policy or policies.

Section 34.4. The employee shall not be eligible to receive benefits while he is:

- A. Eligible for unemployment benefits under any unemployment compensation law; or,
- B. On layoff; or,
- C. On leave of absence; or,
- D. Has quit his employment; or,
- E. Been discharged; or,
- F. Retired.

Section 34.5 EMERGENCY MANAGER Pursuant to the Local Financial Stability and Choice Act, PA 436 of 2012, an Emergency Manager may act in the capacity and with the powers as outlined in such Act or any amendment(s) thereto.

ARTICLE 35

SEVERABILITY AND SAVINGS CLAUSE

Section 35.1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 35.2. In the event any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision(s) held invalid.

ARTICLE 36

RESIDENCY

Section 36.1. All bargaining unit employees must reside within twenty (20) miles of the nearest boundary to the City of Mason.

ARTICLE 37

PLAIN CLOTHES ASSIGNMENT

Section 37.1. The Chief, in his discretion, may assign a member of the bargaining unit to perform plain clothes investigation. The appointee will be chosen from those members of the Department who submit their names for consideration. The member shall have a minimum of three (3) years of full time law enforcement experience. If no one evidences a desire for the assignment the Chief will select the officer to be assigned.

During the plain clothes assignment the normal business hours, Monday through Friday (eighty (80) hours per pay period), will be determined by the Chief of Police with thirty (30) days notice. This may include five (5) eight (8) hour days or four (4) ten (10) hour days. The assigned officer will rotate on-call as between supervisory employees on the weekends and at night during the week.

An employee assigned to plain clothes will perform routine patrol duties as assigned based upon the needs of the Department (i.e. personnel shortages, emergencies, training, special assignments, etc.)

For each quarter of a year that an employee is assigned to plain clothes he/she will receive a clothing/cleaning allowance of \$150 payable at the end of each quarter worked and prorated if less than the full quarter is worked. Professional attire based on the assignment will be worn.

Two percent (2%) will be added to the base compensation for a bargaining unit member of patrolman rank while the officer is assigned to plain clothes.

The Chief will determine the necessary equipment for assigned personnel.

The Chief of Police may extend the plain clothes assignment for up to six (6) months.

It is expected, by reason of the nature of police work, that a plain clothes officer maintain an on-call status. AOn-call@ as provided in this Article means that a plain clothes officer maintains an ability to be contacted for consultation throughout the assigned on-call period. While the employer does not require that the plain clothes officer who is on-call remain physically located within the City during the on-call, the plain clothes officer assumes the responsibility to be able to respond promptly to a call for personal assistance.

- A. Call In--Non-Holiday. Should an on-call plain clothes officer be called in on a non-holiday, the rate of compensation will be one and one-half (1.5) times their regular rate of pay or compensatory time off as specified in this contract with a minimum of two (2) hours. The rate of pay may be in overtime or compensatory time or any combination thereof.
- B. Call In--Holiday. Should an on-call plain clothes officer be called in on a holiday, the rate of compensation will be at two (2) times their regular rate of pay with a two (2) hour minimum or the equivalent of compensatory time off, or any combination thereof.
- C. On-call plain clothes officers who are required to maintain Aability to be contacted@ during any/or all off-duty, non-scheduled work periods shall be compensated at two percent (2%) of their regular hourly base rate of pay for all such hours. The officer will be furnished a department owned phone.
- D. The Chief of Police and Non-Supervisory Unit shall work collaboratively to rotate the plain clothes assignment so as not to unnecessarily interfere with Shift Selection (Section 17.7) and Departmental planning.

ARTICLE 38

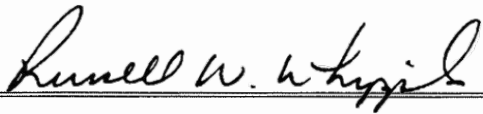
DURATION

This Agreement shall become effective from 10TH day of May, 2023, and it shall continue in full force and effect until 11:59 p.m., June 30, 2026, and for successive annual periods thereafter unless not more than one hundred eighty (180), but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, alteration, re-negotiation, change or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

IN WITNESS whereof, the parties have set their hands this 18TH day of April, 2023

CITY OF MASON:

**MICHIGAN FRATERNAL ORDER OF POLICE
LABOR COUNCIL**



Russell W. Whipple, Mayor



David Willis, Director of Labor Services



Deborah Stuart, City Manager

Council Authorization Date: 04.17.2023



Alex Thompson, Local Member

Dated: 4/18/23

APPENDIX A

CHECK-OFF AUTHORIZATION FORM

MICHIGAN FRATERNAL ORDER OF POLICE

CITY OF MASON

MASON, MICHIGAN

FRATERNAL ORDER OF POLICE LABOR COUNCIL

AUTHORIZATION FOR PAYROLL DEDUCTION

Effective _____, 20_____, I hereby request and authorize you as my employer to deduct from my earnings each pay period fifty percent (50%) of the current monthly rate of \$_____ for union dues or one hundred percent (100%) from one pay period the current monthly rate of \$_____ for union dues, as the certified by the Michigan Fraternal Order of Police Labor Council.

Should the Michigan Fraternal Order of Police Labor Council adjust the monthly dues rate, I also authorize my deductions to correspond to that adjustment, without need to issue and sign another deduction card.

The amount deducted shall be paid to the Michigan Fraternal Order of Police Labor Council. This authorization shall remain in effect unless terminated by me by written notice to the Union and Employer no less than thirty (30) calendar days prior to the last deduction of my dues.

A copy of this completed card has also been forwarded to the Michigan Fraternal Order of Police Labor Council.

Department and/or Division

Work ID Number

Name (Please print)

Date

Signature

APPENDIX B

WAGES

Section 1. Listed below are the classifications and annual salaries which are covered by this Agreement and the step increases agreed to by the parties:

CLASSIFICATION	EFFECTIVE FOR THE FIRST FULL PAY PERIOD AFTER EXECUTION OF AGREEMENT		
	Qualified	Level 1 (3% from Q)	Level 2 (6% from Q)
PATROLMAN	Hourly \$27.62	\$28.45	\$29.28

CLASSIFICATION	EFFECTIVE FOR THE FIRST FULL PAY PERIOD AFTER JULY 1, 2024		
	Qualified (3% from PY)	Level 1 (3% from Q)	Level 2 (6% from Q)
PATROLMAN	Hourly \$28.45	\$29.30	\$30.16

CLASSIFICATION	EFFECTIVE FOR THE FIRST FULL PAY PERIOD AFTER JULY 1, 2025		
	Qualified (3% from PY)	Level 1 (3% from Q)	Level 2 (6% from Q)
PATROLMAN	Hourly \$29.30	\$30.18	\$31.06

CLASSIFICATION	START	LEVEL 1 (3%)	LEVEL 2 (6%)
Patrolman	Qualified Candidate	<p>Professional proficiency in an assigned specialty(s)</p> <ul style="list-style-type: none"> • AVI Instructor, • Canine Officer (limit 1), • Defensive Tactics Instructure, • Field Training Officer, • Firearms Instructor, • Fire Investigator (limit 1) • School Resource Officer (limit 1), • or • Taser Instructure. <p>AND Completes on-going approved trainings in assigned specialty.</p> <p>AND has</p> <ul style="list-style-type: none"> • An associate degree (or 60 credit hours) or • 60 Hours of approved trainings. 	<ul style="list-style-type: none"> • Meet qualification of Level 1 • Willing to train an Entry Level Employee • Willing to Facilitate an annual Departmental Training <p>AND Meets one of the following:</p> <ul style="list-style-type: none"> • BA Degree • 15 Years related experience. • 120 Hours of approved trainings (60 hours of associates would be considered).

- All levels are dependent upon the employee requesting a level advancement and demonstrating compliance with the requirements.
- Training and certification required for a level may be eligible to be paid for or reimbursed per the Personnel Policy. Employee training requests are required to be submitted prior to Jan 1 each year for consideration in the following budget year. If there are more requests than funding or there are limits on the specialty, the requests will be prioritized by seniority.
- All certifications or licenses required to achieve the level must be current.