

AGREEMENT

between

CITY OF MASON

-and-

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

MASON POLICE DEPARTMENT SUPERVISORY DIVISION

**Effective: July 1, 2023**

**Terminates: June 30, 2026**

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## **PREFACE**

The City of Mason and Michigan Fraternal Order of Police Labor Council, Mason Police Department Supervisory Unit, recognize their moral and legal responsibilities under Federal, State and Local laws relating to fair employment practices.

The City and the Union recognize the moral principles involved in the area of Civil Rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color or national origin.

## **AGREEMENT**

THIS AGREEMENT is entered into the \_\_\_\_\_ day of July, 2023 between the **CITY OF MASON** and the **MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL, MASON POLICE DEPARTMENT, SUPERVISORY UNIT**.

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 1 - RECOGNITION**

Section 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 Supervisory Officers covered by the bargaining unit.

Section 2: Definition of the Bargaining Unit. The bargaining unit consists of all regular, full-time, sworn police officers of the Police Department of the City of Mason whose positions are classified as Sergeant. The positions of the Chief's Secretary, Patrolman, and Corporal shall be excluded from the bargaining unit.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

Section 1: The Union recognizes that the City reserves and retains, solely and exclusively, all rights to manage and operate the City's affairs.

Section 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 and 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 lay off 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 assign job duties, content and classification and to establish wage rates for any new or changed classifications.
- G. To determine lunch, rest periods, departmental meeting times and places, starting and quitting times and the number of hours to be worked.
- H. To establish 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, to abolish the Department 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 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.

Section 3: The City agrees to notify (except in cases of emergency) the employees' representative of the Union of any amendments and regulations in advance of their effective date.

Section 4: The applicability of this Article shall be limited to the extent of the specific terms and conditions as hereafter provided for in this Agreement.

### **ARTICLE 3 - MANAGEMENT SECURITY**

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the 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, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or in any degree with the services the City during the terms of this contract.

### **ARTICLE 4 - OPEN SHOP AND CHECK-OFF**

Section 1: The City will not discriminate against any employee because of membership in the Union.

Section 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 3: Check-Off.

- A. The City agrees to deduct from the regular monthly pay of each employee who has an executed Check-Off Authorization Form on file, the Union dues for the following month's dues; this is subject to all of the following subsections.
- B. 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.

- C. 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.
- D. The Union shall furnish the dues deduction forms.
- E. All Check-Off Authorization Forms shall be filed with the City Manager who may return any incomplete or incorrect completed from to the Union Treasurer, and no Check-Off shall be made until such deficiency is corrected.
- F. 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 refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- G. The Employer's remittance will be deemed correct if the Union does not give written notice to the City Manager within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- H. The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues 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 PC 349, at MCL 423.209 and MCL 423.210.

- I. Any dispute between the Union, the employee and the City Manager 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 this matter is disposed of, no further deductions shall be made. The City assumes no liability for the authenticity, execution or revocation of the authorization form.

#### **ARTICLE 5 - GENDER**

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



## **ARTICLE 6 - UNION BARGAINING COMMITTEE**

Section 1: The Bargaining Committee of the Union will include not more than one (1) member of the bargaining unit who is a non-probationary employee. The Union may also have one (1) alternate who will participate in negotiations in the absence of the regular representative. The Union bargaining committee may include up to two (2) additional non-employee representatives. The Union will furnish the Chief of Police with the name of the bargaining unit committee representative, as well as the alternate, if any, prior to the first bargaining meeting or any substitution changes thereafter.

Section 2: The Chief shall rearrange scheduling for the bargaining committee member insofar as possible to avoid placing the member on a tour of duty shift that would prohibit his attendance at bargaining sessions. Consideration shall be given to the ending of the tour of duty shift immediately preceding negotiations.

Section 3: The City will, when possible, permit the Union President to change his/her schedule in order to attend the State FOP Conference or training, provided, however, that such time off shall not exceed two (2) days in any one (1) calendar year. The City will not provide paid release time for such purpose, however, will permit the employee to use accumulated compensatory, vacation, or personal leave time, if approved in advance by the Chief of Police.

## **ARTICLE 7 - PROBATIONARY PERIOD**

The probationary period for the rank of Sergeant shall be six (6) months.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

Section 1: It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and 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 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 2: A "grievance" is a claim reasonably and sensibly founded on a violation of a specific Article of the collective bargaining agreement between the City of Mason, Michigan, and the Michigan Fraternal Order of Police Labor Council.

- A. STEP ONE. 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, present his grievance orally to the Chief of Police in an attempt to resolve the matter on an informal basis.
  
- B. STEP TWO: If the employee and the Chief of Police are unable to adjust the grievance, it shall be reduced in writing and submitted on a form supplied by the Michigan Fraternal Order of Police Labor Council by the Union 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 Section(s) and subsection(s) 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. If the grievance still cannot be satisfactorily resolved in Step Two, it shall be submitted to the City Manager within fifteen (15) working days of the Chief of Police's answer or the time when such answer was due, as the case may be. The City Manager will endeavor to resolve the matter with the Chief of Police and the Unit Representative.

- D. STEP FOUR. If the grievance is not satisfactorily resolved in Step Three, a meeting shall be held within fifteen (15) working days between the City Manager and Union Representative, and grievant.
- E. STEP FIVE. If the Union is dissatisfied with the decision at Step Four, it may, within thirty (30) calendar days and not thereafter, appeal the grievance to arbitration. The Union must notify the City in writing of such desire to arbitrate within thirty (30) calendar days of the Step Four answer. In the event the Union should fail to serve such written notice, the matter shall be considered as settled on the basis of management's last answer in 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, the Union may submit the matter to the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with its assistance and under its rules. The arbitrator shall be chosen from those located within the State of Michigan. In the event that selection of an arbitrator is necessitated by receipt of a panel of arbitrators from the Federal Mediation and Conciliation Service, the arbitrator shall be selected by the parties alternately striking from the list of arbitrators with the right of first strike reserved to the Union.

Section 3: Arbitration. The arbitrator shall have no power to add to, 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 rates, 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.

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.

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.

There shall be no appeal from an arbitrator's decision rendered in accordance with this Agreement. It shall be final and binding on the Union and on all bargaining unit employees, and on the Employer.

An employee will elect either the grievance and arbitration forum as set forth or the appropriate forum set forth under any law, but not both.

#### **ARTICLE 9 - SPECIAL CONFERENCE**

Special conferences will be arranged between the Union and the Employer or their designated representatives, at a mutually convenient time and place when there are important matters to be discussed. Such conferences may be attended by up to two (2) Union representatives and two (2) Employer representatives. Requests and arrangements for such special conferences shall be made in writing together with an agenda of the matters to be discussed at the meeting. Matters taken up at the special conference shall be confined to those included on the agenda.

#### **ARTICLE 10 - WAIVER**

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered 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 11 - DISCHARGE AND DISCIPLINE**

When the City determines that discipline or discharge is necessary, nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of seniority, for just cause. Grounds for summary discharge include, but are not limited to:

dishonesty, careless use and abuse of City property, insubordination, gross negligence in the performance of duties and gross incompetence.

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

#### **ARTICLE 12 - SENIORITY**

Section 1: Seniority shall be defined as an employee's length of continuous service with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the City, since which he has not quit or retired. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs, due to a lack of work or funds.

- A. "Rank Seniority" shall mean the length of continuous service commencing from the date of the employee's service in his particular rank(s).

Section 2: Seniority Lists. 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.

#### **ARTICLE 13 - LAYOFF, RECALL AND PROMOTIONS**

Section 1: Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 2: Order of Layoff.

- A. No permanent or probationary supervisor shall be laid off from his position in the Police Department while any seasonal, temporary or provisional employees are severing 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 reverse order of seniority in the position classes affected.

Section 3: Demotion in Lieu of Layoff. Except as provided below, a supervisor 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 4: Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice in writing.

Section 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 with the Police Department. 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 this 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 6: Recall and Layoff.

- A. Employees who are recalled from layoff shall be given ten (10) calendar days to return to work after the date the notice of recall has been sent by certified mail to the employee's last known address.
- B. Supervisors 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 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 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.

Section 9: Promotions. Promotions within the department shall be based on merit, which shall include, but not be limited to, professional competency, education and professional

training, character, and 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 14 - 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 for just cause and not returned through the grievance procedure.
3. He retires.
4. He does not return to work from layoff within ten (10) calendar days after being noticed 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 a layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
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.

#### **ARTICLE 15 - UNIFORMS**

Section 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. The following items shall be issued to the officers at the City's expense:

<b>Uniforms</b>	
1 pair black leather shoes or boots*	1 Sam Brown belt
1 pair black leather gloves	1 set of badges
1 car jacket	1 name plate
4 pairs of pants	1 tie bar
4 shirts - long sleeve	1 protective vest
4 shirts - short sleeve	1 set of handcuffs
2 ties	1 service weapon
1 rain coat	1 whistle with chain
1 uniform hat	1 Garrison belt
1 winter hat	1 laminated picture ID card
Sufficient and adequate amount of ammunition for firearms training	

\*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 2: It is understood that upon termination of employment, an employee's final pay is to be withheld until he has turned in all clothing and equipment that was issued to him, in good condition, reasonable wear and tear expected.

Section 3: Dry cleaning and laundering of officer's uniforms shall be processed as to times and place by the department head. The cost of laundering and 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.

### **ARTICLE 16 - HOURS OF WORK**

The normal work pay period shall consist of eighty (80) hours of work with shifts that do not exceed twelve (12) hours. Shift coverage is flexible as long as the City and the Union agree that maximized supervisory coverage including Chief, is attained.



Shift Selections 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 period of January 1 through December 31 of each year. The shift change will begin on the closest payroll to January 1 of the new year.

#### **ARTICLE 17 - WAGE RATE**

An employee shall receive an hourly rate for service performed not exceeding the total annual wage referred to as his basic wage, as set forth in Appendix "A" hereto attached, and which represents compensation for services in Article 16 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.

#### **ARTICLE 18 - LUNCH AND WORK BREAKS**

An employee on duty shall be entitled to one (1) hour for each eight (8) hour work day for lunch and work breaks, which 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 employee, and as the needs of the Department permit.

#### **ARTICLE 19 - SICK LEAVE**

An employee shall accumulate and be credited with 8 hours of sick leave per month up to a maximum of twelve hundred (1,200) sick leave hours. If an employee is separated from service by death or retirement, he, his spouse or his legal representative shall be entitled to one half (½) of accumulated unused sick leave, not to exceed six hundred (600) hours, computed at his last daily rate of pay. Sick leave is to be used only for acute personal illness, or incapacity, and medical or dental treatment necessary and not obtainable on off-duty hours or as permitted by law. Employees shall report to the Chief of Police or Officer in Charge of the expected absence at least one (1) hour prior to his tour of duty and shall state the illness or reason. 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 receive a written diagnosis from the officer's physician and/or 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 discharge or discipline in the discretion of the Chief.

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

Payable on December 1<sup>st</sup> 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 his portion of his sick leave to cash, that portion shall be deducted from his accumulated sick leave.

**ARTICLE 20 - VACATIONS**

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

<b>Years of Service</b>	<b>Annual Allowance</b>
0 years to 1 year	80 working hours
1 years to 5 years	120 working hours
5 years to 10 years	140 working hours
10 Years and Over	184 working hours

After completion of six (6) months of employment, an employee shall be eligible for forty (40) hours of vacation.

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

Vacation shall be taken each year and all requests shall be made a month in advance prior to vacation leave. In granting vacation, the Chief shall attempt to comply with the reasonable requests of the employee. The Chief shall not grant vacation leave where, in his judgment, the times and length of vacation leave will interfere with the scheduling needs of the safe and efficient operation of the Department.

Vacation leave, not to exceed a maximum of forty (40) hours, may be carried over from one (1) calendar year to the next calendar year.

**ARTICLE 21 - HOLIDAYS**

Section 1: Paid Holidays. The annual wage rate includes pay for the following designated holidays:

Holidays
The Day Before New Year's Day
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day After Thanksgiving Day
The Day Before Christmas
Christmas Day

Should a holiday fall on Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. If the day the holiday is observed falls on a leave day, then the employee shall receive another day off with pay at a time agreeable to the Chief and the employee.

Section 2: Worked Holidays. It is expected, by reason of the nature of police work, supervisory officers may be assigned to work on one or more of the holidays enumerated. Supervisory officers working an assigned shift on holidays will be paid the rate of double (2 times) the regular rate of pay.

**ARTICLE 22 - OVERTIME**

It is anticipated that the needs of the department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal work week, when authorized by the department head. It does include training sessions, consultations with prosecuting officials or signing complaints, but if directed by the said officer shall be

compensated at the hourly rate of that officer for the time actually worked but not less than one (1) hour.

All officers on duty shall be paid for overtime at the rate of one and one half (1 ½) times his regular rate of pay.

- A. 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.
- B. Compensatory Time Off. The **Union** agrees to waive all rules and regulations regarding the use of Compensatory Time earned and used in the same pay period.

The Union agrees to the current rate of one and one-half (1½) hours of compensatory time off for every one (1) worked and to take such time off during the contract period year. A maximum compensatory time build up of forty (40) hours is allowed.

#### **ARTICLE 23 - ON-CALL**

It is expected, by reason of the nature of the police work, supervisory officers maintain an on-call status. "On-call" as provided in this Article means that a command officer maintains an ability to be contacted for consultation throughout the assigned on-call period. While the Employer does not require that the command officer who is on call remain physically located within the City during the on-call, the command officer assumes responsibility to be able to respond promptly to a call for personal assistance or establish that another command officer will be available should personal supervision be needed.

- A. Call In -- Non-Holiday. Should an on-call command officer be called in on a non-holiday, the rate of compensation will be one and one half (1½) times his regular rate of pay or compensatory time off as specified in Article 22(B) 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 command officer be called in on a holiday, the rate of compensation will be at two (2) times his regular rate of pay with a two (2) hour minimum or the equivalent of compensatory time off, or any combination thereof.
- C. Supervisory Officers who are required to maintain "ability to be contacted" during any/or all off-duty, non-scheduled work periods shall be compensated at

one percent (1%) of their regular hourly base rate of pay for all such hours. Effective the first full payroll period after this agreement is signed the rate will be two percent (2%).

#### **ARTICLE 24 - PERSONAL LEAVE DAYS**

The Sergeant is expected to be on-call as determined by the Chief of Police and shall be compensated for being on-call by receiving forty-eight (48) hours per annum, only twenty-four (24) of which may run consecutively. The days off will be granted at the discretion of the Chief of Police.

#### **ARTICLE 25 - RETIREMENT**

The City of Mason is a member of the Michigan Municipal Employees Retirement System, which is managed in accordance with the provisions of Act 427, P.A. 1984 (Section 38.1501 MCL et seq.), as amended. The City agrees to pay, on the behalf of each regular full-time employee who is or becomes a member, such amount as may be necessary under its membership plan. 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 55/15 unreduced and 50/25 reduced. The Final Average Compensation is three (3) years. Effective December 31, 2020 COLA will be frozen. Employees shall contribute, effective January 1, 2021, twelve and one half percent (12.5%).

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 forty (240) hours of vacation leave includible in computing the FAC. Benefits will be paid on base compensation only. C-1 covered employees will, effective January 1, 2021, 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 Employee 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 26 - INSURANCE COVERAGES**

Section 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 eighty percent (80%) of the premium or illustrated premium, or the hard cap limits, as prescribed by the statute and defined annually by the state.

The Employer will determine annually to adopt either the hard cap or 80/20 methodology to calculate the pooled funds.

The Employer will determine how the funds will be allocated to the health care premium or illustrated premiums.

The balance of the health care 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 health care coverage, and directing employees to the public health care 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 of the following:

Health care coverage reflecting from 0% 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.

Wellness components including participation incentives;  
 A plan that qualifies 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 the 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.

Any employee electing to waive health, vision, and/or dental coverage pursuant to this section 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 and family rate. Employees who elect not to receive health care coverage through the City of Mason must provide documentation to the City’s satisfaction that they have secured alternative health care coverage. Employees who “opt out” of the City of Mason’s provided health care coverage for a portion of the year will have such above-stated payments prorated.

Section 2: Life Insurance. All regular, full-time employees will be provided with forty thousand dollars (\$40,000.00) of basic life insurance with double indemnity for accidental death,

dismemberment and loss of vision.

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

Section 3: Retiree Health Benefits. For any employee retiring on or after November 16, 2020 at age 55 or over and having 25 years or more years 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. Coverage will continue until the retiree is age sixty-five (65). For any employee retiring on or after November 16, 2020 at age 55 or over and having 30 years or more of continuous and credited service with MERS, the City will pay 100% of the cost of the retiree's group hospitalization coverage for the retiree only. Retiree will pay 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.

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 with the requisite years of service 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 hires on after July 1, 2023 will not be eligible for any payment towards hospitalization coverage when they retire.

Any employee who is promoted to the bargaining unit from the Non-Supervisory Unit will be eligible for the same benefit as he/she was entitled to in the Non-Supervisory Unit.

### **ARTICLE 27 - COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The City will carry, during the term of this Agreement, bodily insurance and property damage insurance for acts of its officers in the operation of police vehicles while on duty and in the course of employment and will pay one hundred percent (100%) of the premiums.



**ARTICLE 28 - SOCIAL SECURITY AND WORKER'S COMPENSATION**

The City will carry Worker's Compensation Insurance on each officer and will pay all premiums thereon. An employee suffering a work related injury or illness shall have no reduction in pay or benefits for the first seven (7) calendar days from the date the injury/illness occurred. In the event the injury/illness leave extends beyond this initial seven (7) day period, an eligible employee may utilize his/her accumulated unused sick-leave, personal leave, vacation leave and/or compensatory time to make up the difference between workers disability compensation benefits and his/her regular weekly income based on forty (40) hours per work week.

**ARTICLE 29 - PERSONAL INJURY LIABILITY INSURANCE**

The City has caused to be issued, in connection with its comprehensive commercial policy, a personal injury liability coverage endorsement for false arrest, false imprisonment, etc., as is more particularly set forth in said policy, which is incorporated herein by reference, and which will be extended to the members of the Mason Police Force, in accordance with the terms thereof on ratification of this contract. The City will pay one hundred percent (100%) of the premium cost of said protection.

The Union agrees that the City is not a self-insurer and its liability does not extend beyond the terms of said policy; however, the City agrees to represent the supervisors in any suit brought against a command officer by other City employees provided, however, that any action against a command officer must arise out of the command officer's employment with the City.

**ARTICLE 30 - LONGEVITY**

Each full-time employee who has completed five (5) years of continuous employment, shall receive:

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

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 31 - BEREAVEMENT LEAVE**

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 the immediate family. Immediate family is to be defined as follows: mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, 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 step-child. The Employer may grant additional time if requested based upon extenuating circumstances.

### **ARTICLE 32 - DENTAL INSURANCE**

The City shall provide to each employee the current Dental Insurance Plan, paid by the City, or a comparable Dental Plan through another carrier.

### **ARTICLE 33 - COURT PAY**

Any employee 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 (1½) 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.

Any employee required to sign a complaint during off-duty hours shall be paid at the rate of one and one-half (1½) times his normal rate of pay, exclusive of any premiums, for time actually spent, but not less than one (1) hour, providing such minimum is not contiguous with the beginning or end of his normally scheduled shift.

#### **ARTICLE 34 - OFF-DUTY DISABILITY INSURANCE**

The City agrees to attempt to obtain an optional Disability Insurance Program for supervisory officers. Cost of the premium will be borne by the employee.

#### **ARTICLE 35 - PHYSICAL EXAMINATION**

After two (2) years of continuous full-time employment and every second year thereafter, an employee 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.

#### **ARTICLE 36 - JURY DUTY**

The sergeant, when required to perform jury duty, will be assigned to the day shift, and will not be required to report for his shift assignment. Further, all wages and benefits will still be earned, however, any witness fees minus mileage fees will be submitted to the Chief of Police.

If the sergeant is released from jury duty prior to the end of the day shift, the sergeant will report to work for the balance of the day shift.

#### **ARTICLE 37 - LOCKERS**

Each sergeant shall be assigned a full-length locker, capable of being locked and capable of holding standard police equipment such as riot helmet, baton, raincoat and briefcase. The lockers shall be placed so as to provide adequate ventilation to prevent mildew.

#### **ARTICLE 38 - AUTOMOBILES AND EQUIPMENT**

The City will provide automobiles that are safe and capable of performing the necessary tasks.

### **ARTICLE 39 - SPECIAL PROGRAMS**

Educational Requirements. The City and the Union recognize the necessity for on- the-job training. The City shall plan training programs and may require the attendance of the employee at the training sessions.

### **ARTICLE 40 - DEPARTMENTAL POLICIES**

Departmental policies which apply to general day-to-day work duties that may result in disciplinary action in excess of a verbal reprimand shall be placed in writing. It is expressly understood, the above shall not apply to a direct order or accepted standard police practice.

### **ARTICLE 41 - RESIDENCY**

All bargaining unit personnel must live within twenty (20) miles of the City limits of the City of Mason.

### **ARTICLE 42 - 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.

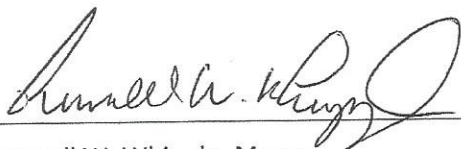
**ARTICLE 43 - TERM OF THIS AGREEMENT**

Section 1: Ratification. The Union's Negotiating Committee shall submit to and secure ratification, prior to the submission of this Agreement to the City. The City shall act on this Agreement, after ratification by the Union, at the next regular meeting of the City Council, if submitted to the City Council at least three (3) days prior to the regular meeting.

Section 2: Effective and Termination Date. This Agreement shall become effective subject to the ratification process explained in Section 1 of this Article on July 1, 2023 and it shall continue in full force and effect until 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 of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or any combination thereof.

**CITY OF MASON:**

**MICHIGAN FRATERNAL ORDER OF POLICE  
LABOR COUNCIL:**



Russell W. Whipple, Mayor



David Willis, Director of Labor Services



Deborah Stuart, City Manager



Joseph Fairbotham, Local Member

Council Authorization Date: 7/3/23

Dated: 7-3-23

## Appendix A Wages

Section 1: Hourly Rates. Listed below are the classification and hourly rates 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 (5% from Q)	Level 2 (10% from Q)
SERGEANT	Hourly \$31.622	Hourly \$33.204	Hourly \$34.785

CLASSIFICATION	EFFECTIVE FOR THE FIRST FULL PAY PERIOD AFTER JULY 1, 2024		
	Qualified (3% from PY)	Level 1 (5% from Q)	Level 2 (10% from Q)
SERGEANT	Hourly \$32.571	Hourly \$34.200	Hourly \$35.828

CLASSIFICATION	EFFECTIVE FOR THE FIRST FULL PAY PERIOD AFTER JULY 1, 2025		
	Qualified (3% from PY)	Level 1 (5% from Q)	Level 2 (10% from Q)
SERGEANT	\$33.548	\$35.226	\$36.903

- All levels are dependent upon the employee requesting a level advancement and demonstrating compliance with the requirements.
- Education required for a level may be eligible to be paid for or reimbursed per the Personnel Policy. Employee education 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.

Section 2: Level Descriptions

CLASSIFICATION	START	Level 1 (5%)	Level 2 (10%)
Sergeant	Qualified Candidate	<p>Professional proficiency in position of Sergeant</p> <p>AND</p> <p>Bachelor' degree</p> <p>OR</p> <p>10 years of policing experience</p> <p>AND</p> <p>Organizes two department wide trainings each fiscal year and completed:</p> <ul style="list-style-type: none"> <li>• First Line Supervisor Training</li> </ul> <p>AND</p> <p>Responsible for at least a minimum of two primary assigned focuses listed below:</p> <ul style="list-style-type: none"> <li>• Evidence Management</li> <li>• Management of Firearms Program</li> <li>• Crossing Guards</li> <li>• K9</li> <li>• Other comparable area approved by the Chief</li> </ul>	<p>Meet qualification of Level 1</p> <p>AND</p> <p>Master's degree AND 5 years command experience</p> <p>OR</p> <p>7 years of command experience and completed one of the following approved trainings:</p> <ul style="list-style-type: none"> <li>• Staff and Command Training</li> <li>• Chief School</li> </ul> <p>AND</p> <p>Responsible to be Acting Chief in Chief's Absence</p> <p>AND</p> <p>Responsible to facilitate a minimum of one City organizational- wide training each fiscal year</p>