

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF BATTLE CREEK

AND

**THE ORGANIZATION OF SUPERVISORY
PERSONNEL/LIEUTENANTS OF THE
BATTLE CREEK POLICE DEPARTMENT**

POLICE OFFICERS LABOR COUNCIL



July 1, 2024 through June 30, 2027

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2024, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City", and the Police Officers Labor Council on behalf of the ORGANIZATION OF SUPERVISORY PERSONNEL/LIEUTENANTS AND CAPTAINS OF THE BATTLE CREEK POLICE DEPARTMENT, hereinafter referred to as the "Union."

WITNESSETH

Pursuant to, and in accordance with, the applicable provisions of the Public Acts of 1965, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work and other conditions of employment for the employees occupying, or who may occupy, during the life of this Agreement, the job classification of Police Captain and Police Lieutenant and have agreed as follows:

ARTICLE 1 – RECOGNITION

Section 1.1 Recognition.

The City agrees that during the life of this Agreement, it will not recognize any labor organization other than the Union as the collective bargaining agent for the employees occupying, or who may, during the life of this Agreement, occupy the job classifications of Police Captain and Police Lieutenant.

Section 1.2 Representation.

Employees within the bargaining unit shall be represented by a President, Vice-President, Secretary and Treasurer, all of whom shall be full-time employees of the City and part of the collective bargaining unit covered by this Agreement. The aforementioned elected persons shall constitute the Union's negotiating committee and grievance committee and shall be responsible for the processing of grievances under the grievance procedure and other Union matters. The President shall act as Chairperson of the grievance committee. The Union shall furnish the City with a list of Union officers and shall notify the City if, and when, any changes are made.

Section 1.3 Union Security.

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

- (a) The City agrees to make Union dues deductions each pay period from the pay of each employee who has authorized that such deductions be made as set forth in Subsection 4, until the employee revokes the authorization by written notice to the Union and the City.

- (b) As soon as practicable following the decision to hire a new employee into the bargaining unit, the City shall notify the Union of newly-hired bargaining unit employees.
- (c) Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card.
- (d) The City shall not make any Union dues deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the City may require. In the event the terms of the City's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the City must have from the employee written authorization showing the employee's clear intent to participate in Union dues deductions.
- (e) Deductions for any calendar month shall be remitted to the Union as soon as practicable. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- (f) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the City fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- (g) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the City of the new amount(s).

Section 1.4 Payroll Deduction for Dues.

For those employees who properly execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by state law, the City agrees to deduct from each paycheck a pro rata portion of the total amount certified to the City by the Treasurer of the Union and to forward the same to said Treasurer within fifteen (15) calendar days.

Section 1.5 Indemnity Provision.

The Union agrees to indemnify and save the City harmless from any and all claims, suits and all other forms of liability that may arise out of, or by reason of, the City's compliance with Sections 3 and 4 above.

Section 1.6 Management's Rights.

The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the City and the employee, are vested solely and exclusively in the City.

(a) The parties recognize that the responsibility for operating the Department rests with the Police Chief and that any changes in working rules, regulations and past practices may be made from time to time. The Police Chief shall notify the Union of any changes in rules, regulations and past practices. In the event the Union believes such new rule or regulation to be unreasonable, it shall have the right to file a grievance within fourteen (14) calendar days after the rule or regulation becomes effective.

Section 1.7 Anti-Discrimination.

The City and the Union recognize and agree that, for the duration of this Agreement, neither shall discriminate against any employee because of such person's political belief. Nor shall the City or its agents nor the Union, its agents or members discriminate against any employee because of this membership or non-membership in the Union as defined in Article 1, Section 3.

Section 1.8 New Supervisory Positions.

The City shall establish the rate of pay and requirements for the position and will notify the Union of its decision. If the City and the Union agree that the new supervisory position is within this bargaining unit, the Union shall have ten (10) regularly scheduled working days after receipt of the notice of the new position and the rate of pay to notify the City in writing of its disagreement. If a mutually satisfactory salary is not agreed upon within thirty (30) calendar days after serving such notice to the City, the issue may be referred to the grievance procedure. If, in the above procedure, a different salary is arrived at, the different rate shall become effective retroactively to the date the job classification was created. Failure of the Union to notify the City in writing of its desire to negotiate within ten (10) days, or having served such notice, failure to refer the matter to the grievance procedure within the aforementioned thirty (30) day period shall constitute acceptance by the Union of the salary.

ARTICLE 2 - GRIEVANCE PROCEDURE

Section 2.1 Definition of Grievance.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. A written reprimand shall also be subject to the grievance procedure.

Section 2.2 Grievance Procedure.

All grievances shall be discussed orally with the employee's immediate supervisor, and if the matter is not resolved by discussion, the following procedure shall apply:

Grievance Procedure First Step:

Within seven (7) calendar days after the employee has knowledge of the event or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first, the employee shall reduce the grievance to writing. State the facts upon which it is based, when they occurred, specify the section of the contract allegedly violated, sign the grievance and present said grievance to the Police Chief. The Police Chief shall meet with the aggrieved employee to discuss the grievance within seven (7) calendar days after receipt of the written grievance. The Police Chief shall give a written answer to the aggrieved employee within seven (7) calendar days after the meeting.

Grievance Procedure Second Step:

If the grievance has not been settled at the First Step, it shall be appealed in writing within seven (7) calendar days after receipt of the First Step answer to the City Manager, or their designated representative, for a meeting between the City's grievance committee, consisting of the City Manager and/or their designated representatives, and three (3) members of the Union grievance committee. The business representative for the Union and/or the City's Labor Relations Counsel may be present at such meetings, and as a courtesy, a notice of such attendance will be given to the other party in advance of the meeting. Such meeting must be held no later than seven (7) calendar days from the time the appeal has been taken to this step, and the City must answer the grievance in writing within seven (7) calendar days after such meeting.

Grievance Procedure Third Step:

If, at this point, the grievance has not been satisfactorily settled and the Union desires to carry the grievance further, it shall submit such grievance to arbitration by the Federal Mediation and Conciliation Service (FMCS) in accordance with its voluntary labor arbitration rules, then pertaining, provided such submission is made in writing to both the City and the Federal Mediation and Conciliation Service within thirty (30) calendar days after receipt by the Union of the City's Second Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract

from, change or modify the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in their own judgment, to sustain, or reverse any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the Federal Mediation and Conciliation Service shall be shared equally by the City and the Union. The decision of the arbitrator shall be final and binding upon the City, the Union, and the individual grievant(s).

Section 2.3 Time Limits.

Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to the grievance at any step of the grievance procedure within the specified time limit, the grievance shall advance to the next succeeding step of the grievance procedure. In the event the grievance is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union.

Section 2.4 Second Step Meetings.

Joint meetings of the grievance committees provided for in the Second Step of the grievance procedure shall start no later than 2:00 p.m. on the day for which they are scheduled. The Union grievance committee members shall be paid at their straight time hourly rate of pay for all time away from their regularly scheduled work to attend grievance meetings, but not to exceed twenty (20) minutes prior to the start of such meetings.

Section 2.5 Policy Grievances.

Grievances on behalf of the entire Union shall be filed by the Union grievance committee and shall be processed starting with the First Step of the grievance procedure.

Section 2.6 Indefinite Suspension.

The parties hereto agree that any suspension or discharge is recognized to be the decision of the Police Chief. Any suspension or discharge occurring as a result of authority delegated to a subordinate supervisor shall be temporary, contingent upon concurrence of the Police Chief.

Section 2.7 Grievance Investigation.

The Union representatives, during their working hours, without loss of time or pay, may investigate or present grievances in accordance with the grievance procedure to the City provided they notify the Police Chief that they will be absent for such purposes and provided further, that, if necessary and in those cases where a replacement is required,

they will wait until such replacement is acquired. It is understood that such replacement will not require any overtime pay by the City.

ARTICLE 3 - DISCHARGE AND DISCIPLINE

Section 3.1 Discharge and Discipline.

In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof, and they believe they have been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the City Manager, or their designated representative, within seven (7) calendar days after such discharge or after the start of a suspension. Such grievance shall be processed starting at the Second Step of the grievance procedure.

- (a) The Police Chief agrees to promptly notify, in writing, the employee's Union representative or, in their absence, the Chairperson of the Union's grievance committee, of such suspension or discharge and shall furnish copies of the charges, specifying incident(s), time(s) and date(s).
- (b) A suspended or discharged employee, if they so desire, will be allowed to discuss their suspension or discharge with their Union representative or, if they are not readily available, with the Chairperson of the Union's grievance committee. The City shall make available a suitable area, which is private where the suspended or discharged employee may discuss their suspension or discharge with their Union representative.

ARTICLE 4 - SALARIES

Section 4.1 Salary Schedule.

For the life of this Agreement, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect.

Section 4.2 Direct Deposit.

All employees must make arrangements for direct deposit of their entire paycheck.

ARTICLE 5 – Paid Time Off (PTO)

Section 5.1 Paid Time Off Schedule.

Employees shall accumulate Paid Time Off in accordance with the following:

Less than 1 year of service:	62 hours
1 to 5 years of service:	112 hours
5 to 10 years of service:	152 hours
10 to 15 years of service:	192 hours
15 to 20 years of service:	232 hours
20 or more years of service:	272 hours

Employees who have actually worked or been on PTO eighteen hundred (1800) hours or more during the twelve (12) months preceding their anniversary date of employment, shall have paid PTO in accordance with the above schedule. Employees who have actually worked or been on PTO less than eighteen hundred (1800) hours, shall receive a pro rata PTO benefit rounded upward to the nearest half day. Only for the purpose of determining whether the eighteen hundred (1800) hour test is satisfied, an employee shall be given credit for hours lost from scheduled work due to an injury determined to be non-preventable under Article XII, Section 5 that is compensable under the Michigan Workers' Compensation Act, up to a maximum of three hundred (300) hours.

Section 5.2 PTO Pay.

PTO shall be paid at the employee's straight time hourly rate as of the time the employee takes their PTO. PTO shall not be cumulative from year to year. The Police Chief shall determine the number of employees who can be excused for PTO purposes at any one time. When a holiday falls within an employee's PTO, the employee shall have the option of extending the PTO for one (1) day.

Section 5.3 PTO Call In For Duty.

In the event an employee is called in for duty while they are on PTO or during off-duty days continuous therewith, they shall be paid for each hour worked during the twenty-four (24) hour period after they return to duty at time and one-half their regular rate with a minimum payment of four (4) hours at time and one-half in addition to PTO pay, or rescheduled PTO, at the employee's option.

Section 5.4 Termination of Employment.

If an employee who is otherwise eligible for PTO with pay quits or is discharged on or after their employment anniversary date without having received the same, such employee will receive, along with their final paycheck, the unused PTO pay for which they

qualified as of their anniversary date and their pro rata share of PTO earned thereafter until such time as they leave the employment of the City.

Section 5.5 Pay Out – Accrued but Unused PTO Time.

On an annual basis, (based on anniversary date) an employee may cash out up to two weeks of unused PTO time.

ARTICLE 6 - HOLIDAYS

Section 6.1 Holidays Celebrated.

All full-time employees shall be entitled to receive the following paid holidays provided they qualify for such as set forth below:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Friday Following Thanksgiving Day
Memorial Day	Day before Christmas
Juneteenth	Christmas Day
Independence Day	

(a) To qualify for pay hereunder, the employee must either work their entire scheduled work day on the holiday, or if not scheduled, then their entire last regularly scheduled working day before and after the day celebrated as a holiday, unless excused due to an illness or injury, verified to the City's satisfaction by a doctor, or excused early from work due to unavoidable circumstances, or on a pre-approved PTO.

Section 6.2 Holiday Pay.

In the event an employee is regularly scheduled for and works on any recognized holiday, they shall receive time and one-half (1 ½) their regular hourly rate for all hours actually worked in addition to their Holiday Pay. Employees will have the option of "banking" hours actually worked on the holiday in lieu of the premium pay. Employees who are regularly scheduled to work on a day that is celebrated as a holiday, but are given the day off, shall continue to receive Holiday Pay for that day even though they are not required to work.

Employees may only take Holiday Pay in pay and not in Compensatory Time.

ARTICLE 7 - INSURANCE

Section 7.1 Health Insurance.

The City shall provide each full-time employee the option of selecting one of the following health plans:

- (a) The City of Battle Creek offers a High Deductible Health Plan (HDHP) through a PPO network which is the City's base plan for health care coverage. Employees participating in the HDHP have the option of participating in a City sponsored Health Savings Account (HSA).
- (b) In addition to the base plan, the City agrees to provide at least one other plan through any insurance carrier authorized to conduct business in the State of Michigan.
- (c) Such coverage will be available to active, regular full-time employees and their dependents under age 26 if the employee authorizes the payroll deduction for their portion of the premium.
- (d) Effective July 1, 2016, all employees who elect health insurance will pay 20% of the annual premium cost for the single, double or family coverage. The cost of the annual premium will be deducted on a pro-rata basis each pay period each month.

The City will allow employees the opportunity to opt out of health care coverage, provided the employee provides proof of other coverage at open enrollment. Employees who opt out of coverage would receive a payment of \$200 per month. Employees can opt back in at the next open enrollment or if there is a qualifying event under COBRA and the employee loses their other coverage.

The City will continue to provide health insurance benefits for the period of time that an employee is receiving Sickness & Accident benefits. Employees on an unpaid leave of absence, suspension, or layoff shall continue to have their insurance benefits (health, dental and life) paid by the City for the first sixty (60) calendar days. After sixty (60) days, the employee may continue the insurance benefits in effect, to the extent allowed by the insurance companies, by paying their portion of the monthly premium to the City in advance.

Health Insurance - Retirees:

- a) Bargaining unit members retiring on or before December 31, 2006, may have the option of continuing coverage through the City's group health insurance plan pursuant to resolutions adopted by the Battle Creek City Commission at its April 10, 2007, meeting, which established a base insurance plan for retirees of Act 345, and also

pursuant to Resolution 128 (amended), adopted April 17, 2007, which established policy on the distribution of §401(h) monies.

b) Bargaining unit members retiring on or after April 29, 2007 with a pension benefit immediately payable will be allowed to continue on the City's group health insurance plan pursuant to the terms of a Letter of Understanding (LOU), ratified by this bargaining unit and approved by the Battle Creek City Commission (Resolution 129 added, 4/17/07). The terms and provisions of that LOU are incorporated into this agreement by reference.

Section 7.2 Dental Insurance.

The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be an 80/20 plan (or equivalent), with the following benefits:

Deductible: no deductible on Diagnostic, Preventive or Emergency Palliative (Class I); \$25.00 per person on balance of Class II and Class III benefits

Benefit	\$1,500 annual maximum contract benefit per person for Class I, II, and III benefits)
Orthodontics	50% co-pay on Class IV benefits, with lifetime maximum of \$1,000 per eligible person
Charges	pays based on usual, customary, and reasonable as determined by the insurance carrier

Section 7.3 Life Insurance.

The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal two times the employee's base annual salary, rounded up to the next thousandth dollar. The City shall also provide, at no cost to the employee, term life insurance for an eligible employee's spouse and dependents. Spousal coverage shall equal \$10,000; and dependent coverage shall be \$5,000 per dependent.

Section 7.4 Conditions of Insurance Coverage.

Insurance provided under Sections 1 through 3 above shall be subject to conditions imposed by the various insurance carriers. The City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the insurance described in Section 1 through 3 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article during the life of this agreement.

Section 7.5 Public Employee Liability Insurance.

The City shall defend and indemnify employees pursuant to the terms of Resolution No.149 of 2016, adopted by the Battle Creek City Commission on May 17,2016, which amended the City's pre-existing policy of defending and indemnifying current and past officials and employees from claims resulting from the discharge of their duties. The Resolution states in part that to the extent not covered by insurance, and subject to the conditions set forth in this Resolution, it is the general policy of the City of Battle Creek to defend and indemnify its past and present elected officials, appointed officials and employees from and against all claims, liabilities, actions, suits, costs, judgments, settlements, and reasonable expenses (including but not limited to reasonable attorney's fees and costs), which arise as a result of actions said officials took or failed to take, while acting in the scope of their authority and in the course of their employment or performance of their duties.

ARTICLE 8 - SICK LEAVE

Section 8.1 Sickness and Accident Policy.

Eligible employees are covered under the City's Sickness and Accident Policy.

A permanent full-time employee, who has completed twelve months of continuous and active employment, is eligible to apply for Sickness and Accident (S&A) benefits if the employee becomes permanently or temporarily disabled by a non-work related illness or injury (including a pregnancy-related disability) which prevents the employee from performing their essential job functions for 5 consecutive working days and is not otherwise engaged in gainful employment with the City or elsewhere. S&A is for continuous leave only and cannot be utilized on an intermittent basis.

An employee is considered disabled if they are unable to perform an essential function of their job, as described in the current job description preventing them from working, due to sickness, injury or pregnancy. The City shall reserve the right at its discretion to place an employee in a modified duty assignment if one is available which would allow the affected employee to continue working.

S&A shall pay 66% of the employee's regular salary, excluding overtime, minus all regular deductions and is paid through City of Battle Creek payroll. If approved, benefits shall be payable from the 1st day of disability provided that the duration of such disability lasts a minimum of five (5) consecutive working days. The benefit period shall not exceed 26 weeks for any one period of disability. Employees may use PTO to supplement S&A to full time pay.

An employee shall not be eligible for S&A benefits under the following:

1. The employee is not regularly treated by a legally qualified physician for the injury/illness that is preventing them from performing the essential functions of their job.
2. From injury sustained as a result of war, declared or undeclared, or any act incident thereto, or engaging in a riot as a participant.
3. From injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.

Successive periods of disability, due to the same or related causes will be considered a continuation of the original S&A claim, unless successive periods are separated by the employee's return to full-time active, unrestricted work with the City for at least six (6) months.

An employee who is disabled from their regular assigned position in the Police Department with an accident or sickness which may disable them from ever returning to that assigned position in the Police Department again, may be retrained for another position outside the bargaining unit dependent upon an evaluation by qualified medical and psychological personnel selected by the City for the review of the injured employee and the proposed then-occurring vacant position.

If a period of re-assignment is necessary, during such period of re-assignment continuous with the end of the sickness and accident period, the employee shall be paid at the rate of pay the individual was earning under the sickness and accident plan weekly benefits for an additional six (6) month adjustment period or the pay assigned to the new position, whichever is greater. After which time the employee shall receive the pay assigned the position for which the employee is qualified and has been so selected.

The City reserves the right of final decision in all such cases as to the type of position the above-mentioned evaluation may indicate and the type of training needed for such position.

Section 8.2 Emergency Leave of Absence.

Permission to take paid emergency leave will be granted to each permanent employee who, in the opinion of the Police Chief and the Director of Human Resources, furnishes adequate proof that their then current spouse, child or parent has an extreme critical illness. Emergency leave may be granted for a period not to exceed four (4) consecutive calendar days. For the first two (2) emergency leave days, there shall be no charge made

to the employee's accumulated sick leave or comp time bank, thereafter, the paid emergency leave payment will be conditioned on charging the employee's accumulated sick leave or comp bank. The employee shall designate which accumulated bank shall be used.

Section 8.3 Abused Sick Leave.

Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

ARTICLE 9 - SERVICE AND SENIORITY

Section 9.1 Definition of Service.

Service shall be defined as a full-time employee's length of continuous service with the City since their last hiring date. "Last Hiring Date" shall mean the date upon which the employee first reported to work at the direction of the City, since which they have not quit, retired, or been justifiably discharged. No time shall be deducted from an employee's service due to absences occasioned by authorized personal leaves of absence of less than sixty (60) calendar days, or PTOs, sick or accident leaves, suspensions, military leaves, or for layoffs due to lack of work or funds, except as hereinafter provided.

Section 9.2 Definition of Seniority.

Seniority shall be defined as an employee's length of continuous service with the Battle Creek Police Department since their last hiring date. "Last Hiring Date" shall mean the date on which an employee first reported for work with the Battle Creek Police Department at the direction of the City, since which they have not quit, retired, been transferred outside of the Police Department, or been justifiably discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized personal leaves of absence of less than sixty (60) calendar days, or PTOs, sick or accident leaves, suspension, military leaves, or for layoffs due to lack of work or funds, except as hereinafter provided.

Section 9.3 Definition of Classification Seniority.

Seniority in classification shall be defined as an employee's length of service since their promotion or appointment to that classification, but shall exclude personal leaves of absence beyond sixty (60) calendar days and probationary periods that are not contemplated for reasons other than a reduction of personnel in the classification. Classification seniority shall apply preference for shift assignment, PTO scheduling and time off. If two or more employees receive a promotion on the same date, to the same classification, the classification seniority shall be determined by their uninterrupted seniority since their last departmental hiring date. In the event that two or more employees

have been promoted to the same classification on the same date, and their last hiring date is the same, their names shall appear on the classification seniority list alphabetically.

- (a) If it becomes necessary to reduce the number of employees in any classification within this bargaining unit, employees shall be reduced on the basis of inverse order of classification seniority. Employees removed from a classification may exercise their classification seniority in any lower classification in the bargaining unit in which they have classification seniority. Employees shall be recalled in accordance with their classification seniority.
- (b) Any member's classification seniority shall be terminated upon transfer out of this bargaining unit for cause as a result of a disciplinary measure. Any member so transferred shall have no vested right to classification seniority credited to him as a result of a subsequent promotional appointment.
- (c) If an employee is promoted either on a temporary or permanent basis to a position in the Department not included in the bargaining unit, during the first sixty (60) days following the promotion they shall have accumulated seniority and classification seniority while working in the position to which they were promoted. Employees returned to the bargaining unit during such sixty (60) day period shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. Employees who do not return to the bargaining unit during the sixty (60) day period shall not lose their seniority, but shall cease to accrue additional seniority in this bargaining unit.

Section 9.4 Shift Assignments.

An employee may bid for a shift assignment and consecutive days off, and PTO based upon their seniority. Such bids shall be made twice a year. Bidding will be conducted according to the following schedule:

- (a) For the twenty-six (26) week period commencing with the beginning of the first pay period following September 1, bidding for shift will be conducted between the first and sixth of the preceding August. Shift assignments will be posted on or before the 14th of August. Bidding for PTO will be done the 15th through the 21st. PTO schedules will be posted on or before the 31st of August.
- (b) For the twenty-six (26) week period commencing with the beginning of the first pay period following March 1, bidding for shift will be conducted the 1st through the 7th preceding February. Shift assignments will be posted on or before the 14th of February. Bidding for PTO will be conducted the 15th through the 21st of February. The PTO schedule will be posted on or before March 1.

If a vacancy occurs after shifts have been bid, and more than sixty (60) days remain before the annual bidding period, the vacancy will be opened for rebidding within thirty (30) days after such vacancy has been filled.

ARTICLE 10 - PROMOTIONAL PROCEDURE

Section 10.1 Application of Promotional Procedure.

In accordance with the City of Battle Creek's policy of filling vacancies by promotion from within the Police Department, the following promotional procedure shall apply to all promotions to job classifications covered by this Agreement.

Section 10.2 Promotional Procedure.

In order to be eligible for promotion, an employee must have completed their job classification probationary period in the job classification immediately below the job classification to which they seek promotion.

Section 10.3 Testing.

The City reserves the right to require oral, written, and/or physical tests to determine an individual's fitness and qualifications for the promotional position.

All examinations for promotion shall be practical in their character and shall relate to such matters and include such inquiries as will fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of the job classification.

Physical examinations may be required by the City as a condition precedent for promotion. If a physical examination is required, the selected individual shall be required to take the physical. If it is determined by the City's doctor that the employee is not physically able to perform the duties of the job classification sought, the employee shall have the right to have a physical examination by a doctor of their choice. If the City's doctor and the employee's doctor disagree on whether the employee is physically able to perform the duties of the position, a third doctor shall be appointed by the City's doctor and the employee's doctor, and the third doctor's finding shall be final and binding on the parties. The expenses of a third doctor shall be shared equally by the City and the Union.

Section 10.4 Selection of Candidate.

In the filling of vacancies, the selection of individuals for promotion shall be at the sole discretion of the Police Chief. Such selection shall be done without regard to the seniority status of individuals expressing an interest in the position, and without regard to the outcome of tests required by the City.

Section 10.5 Salary Upon Promotion.

When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which they were promoted, they shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which he had been promoted, which will result in a pay increase. Upon completion of their probationary period, not to exceed one (1) year, they shall receive the incremental step increase which will advance them one step in the pay scale for the job they were thus awarded.

Section 10.6 Probationary Period Following Promotion.

The probationary period following promotion to the Lieutenant's and Captain's classifications is six (6) months. The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a permanent, full-time employee in the classification. A probationary employee may be reduced to their former classification at the discretion of the City during such period. The employee shall be notified of the reason(s) for the reduction in writing at the time of their reduction.

ARTICLE 11 - LEAVES OF ABSENCE

Section 11.1 Personal Leave.

The City may grant a leave of absence without pay for personal reasons of not to exceed sixty (60) calendar days in a calendar year without loss of seniority to an employee, provided they obtain advance written permission from the Police Chief.

Section 11.2 Medical Leave.

An employee who, because of illness, accident or pregnancy, is physically unable to work may, upon request, be given a leave of absence without pay for the duration of such disability, provided: (1) that they promptly notify the City of the necessity thereof; (2) that they supply the City with a certificate from a medical/osteopathic doctor of the necessity for the absence and continuation of such absence when the same is requested by the City; (3) that such leave of absence shall not exceed one (1) year; and (4) there is a reasonable documented belief that granting the medical leave will result in a return to work.

Section 11.3 Military Field Training Leave.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt

of their orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore, and what they would have received from the City had they worked during such period. Such payments shall be limited in a calendar year to two (2) weeks for annual field training and a maximum of eight (8) weeks for civil disorders.

Section 11.4 Military Service Leave.

Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 11.5 Supplemental Pay to Worker's Compensation.

The City will allow an employee injured on the job and eligible for Workers' Compensation to draw the difference between the Workers' Compensation check and the employee's normal net rate of pay (less Federal, State and City taxes) by charging the employee's available paid time off bank(s). A three (3) member board consisting of a representative of the Union, Police Chief and the Director of Human Resources shall establish responsibility for each duty-connected injury. If the injury is ruled non-preventable on the part of the injured employee, they shall receive the above-mentioned supplemental compensation for a period of six (6) months without any charge to their available paid time off bank(s). At the conclusion of the first six (6) month period, the Board shall review the case and recommend to the City Manager whether such supplemental payments should be continued for an additional period of six (6) months without any charge to their available time off bank(s). The City Manager shall, in their sole discretion, make the final determination. Awards specified in this section shall be made based on the salary at the time of injury. All Board decisions shall be by majority vote and not be subject to the grievance procedure. To the extent that wage loss differentials are made up by no-fault auto insurance, the provisions of this section shall not apply. An employee shall not receive, pursuant to this section, more than the employee's normal net rate of pay.

Section 11.6 Bereavement Leave.

Employees shall receive the amount of pay they would have received on a regular straight time basis for each day necessarily lost from regularly scheduled duty to make arrangements for and attend the funeral or memorial services of a member of their family. This payment shall not be made for any such days on which the employee for any other reason would have been absent from work. Such paid leave shall not be extended unless personal time is utilized. To be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral or memorial service, and, if requested by the City, must present proof of death.

Bereavement Leave shall be granted as follows:

- (a) Five (5) days: current spouse/partner, child (including step) and parent (including step).
- (b) Three (3) days: Sibling (including step), Grandparent, Grandchild, Mother/Father In-Law, Sister/Brother In-Law.
- (c) One (1) day: Aunt, Uncle, Niece, Nephew, Spouse or Partner's Grandparent

Section 11.7 Union Business Leave.

The City agrees to grant reasonable time off without loss of seniority and without loss of pay to any employee designated by the Union to attend an official meeting or to serve in any capacity on other official Union business:

- (a) Provided adequate notice is given to the City by the Union specifying the length of time off requested;
- (b) Provided the length of time does not exceed six (6) working days within any twelve (12) month period.
- (c) Provided no more than two (2) employees shall be granted such time off for such purpose at any one time;
- (d) Provided in the judgment of the Police Chief, the employee(s) can be spared from work on the dates and times requested.

ARTICLE 12 - ADDITIONAL COMPENSATION

Section 12.1 Additional Compensation.

The parties acknowledge that the position of Lieutenant is an administrative/executive position that is exempt from the overtime provisions of the Fair Labor Standards Act. Lieutenants exercise discretion and judgment in the day-to-day operations of the police department and are responsible for supervision, discipline, scheduling, and recommending new hires and termination. The parties also acknowledge that the traditional nature of shift work as well as the regular emergencies associated with police work support the payment of additional compensation for certain activities and events. As such, Lieutenants shall receive (in addition to their salary) payment at a rate of time and one half (1 ½) the employee's regular hourly rate of pay for all approved time necessarily spent on the job in excess of forty (40) hours per week, participating in the following activities:

- (a) Balloon Festival
- (b) Natural Disasters / Civil Unrest
- (c) Principal Downtown Events (i.e. breakfast table)
- (d) Election Candidate visit
- (e) Multiple Specialized Team event (i.e. barricaded gunman)
- (f) When required to work as the primary responsible officer in charge of a Special Unit
- (g) Shift coverage as necessary (as determined by the Police Chief).

Section 12.2 Call In For Court.

Whenever it is necessary for an off-duty officer to be called to appear: (1) in court; (2) before the Prosecutor or their representative; or, (3) before any other official body or investigatory agency on matters pertaining to police business, he shall be paid a minimum of two (2) hours at the employee's straight time rate or at time and one half of the total time spent until released for the day, whichever is greater unless such time be continuous with their scheduled shift, which is defined as within thirty (30) minutes of the starting time of a shift, in which case the guaranteed minimum payment shall not apply. Employees shall have the option of "banking" said time and one-half (1-1/2) in lieu of pay. An employee's "banked" time may be used upon approval of the Police Chief or their designee.

Section 12.3 Compensatory Time (CT).

An employee may accumulate up to four hundred eight (480) hours in a Compensatory Time (CT) bank. For employees hired on or after November 21, 2008, the maximum number of CT hours that can be used to supplement an employee's Final Average Compensation is two hundred forty (240) hours.

An employee may cash-in up to forty (40) hours of CT per year at the employees' rate of pay at the time such CT is cashed-in provided that, if after a review by the Revenue Services Director and the Police Chief, funds are available for such payment. The City may require up to fourteen (14) days advance notice prior to payment of such time.

Effective July 1, 2000, employees are allowed to bank a maximum of 40 PTO hours per anniversary year into the employee's compensatory time bank. The maximum number of hours of PTO an employee may bank is 120 over the employee's lifetime.

The maximum contribution is further limited by the hour cap in the CT bank.

Unused CT shall be paid upon an employee's separation, retirement, or death.

Section 12.4 Standby Responsibility.

As a function of being FLSA Exempt, all Lieutenants are expected to be available before, during, or after duty.

ARTICLE 13 - MISCELLANEOUS

Section 13.1 Safety Standards.

Employees purchasing safety equipment and authorized footwear, over and above that supplied by the City, will receive \$125 per contract year; payable in the pay period that includes July 1st.

Section 13.2 Copy of Departmental Rules.

The City will provide each new member of the bargaining unit, upon request, a handbook stating the rules and regulations of the Police Department and a copy of this Agreement.

Section 13.3 Out-of-Class Pay.

When any supervisor is assigned to a higher position, they shall be compensated at a rate of pay equal to that which would be applicable if the assignment were made on a permanent basis, commencing with the first working day the responsibilities were assumed.

Section 13.4 Equipment Supplied By the City.

The City shall furnish as now provided, at no cost to the employee, all necessary weapons and equipment.

Section 13.5 - Off-Duty Protection.

Any action taken by a member of the Union on their time off, which would have been appropriate, had the officer called themselves to active duty, if taken by an officer on duty, shall be considered police action and the officer shall be protected by the sick leave, Workers' Compensation, civil liability and other insurance benefits provided by the City, as if they had been on active duty at the time they took the action.

Section 13.6 Payday.

Employees shall be paid on a bi-weekly basis.

Section 13.7 Take Home Vehicles.

Members shall be entitled to the use of a take home vehicle to be used for work purposes and minor incidental personal stops to and from the work site.

Section 13.8 Weapons Proficiency.

The City will provide to the employees a yearly weapon proficiency allowance to be paid the payday closest to June 1, under the following conditions:

- (a) Each sworn officer, in order to be eligible for a gun proficiency allowance, must achieve a minimum level of proficiency with their department issued weapon.
- (b) The department operates an indoor range during the winter months and an outdoor range in the summer. Adequate opportunity will be provided all personnel to be proficient with their service weapon. Special instruction classes will be held for officers who request assistance in improving their efficiency.
- (c) The Police "Auto Pistol Course" will be used for the "Shoot for Qualification" which will be held for each officer wishing to qualify. The "Shoot for Qualification" will be held from April 15 to May 15 of each year on the indoor range. Each officer wishing to qualify may do so once during their period. Dependent upon the conditions set forth below, the officers will receive their weapon proficiency allowance.

Standard for 40 caliber:

Distinguished Expert 100% - \$350

ARTICLE 14 - PENSION PLAN AND DEFERRED RETIREMENT OPTION

Section 14.1 Pension Plan.

The City agrees for the life of this Agreement to maintain the same level of retirement benefits in effect as were in effect on the date of this Agreement. Employees promoted to this bargaining unit on or after September 3, 2013, shall maintain the pension benefit they had at the time of their promotion, including any limitation on overtime or pay-offs at separation from service.

- (a) Effective July 1, 1997, those employees covered by the Firemen and Policemen Pensions Act (1937 P.A. 345) shall have their retirement benefit calculated on the basis of 3.0% of average final compensation multiplied by the first 25 years of service credited, plus 1% of final average compensation for each year or fraction thereof after 25 years up to a maximum benefit equal to 80% of final average compensation. Effective July 1, 2001, a member's final average compensation (FAC) will be based on the average of the highest annual compensation received during a period of three consecutive years of service contained within the last ten years of employment.
- (b) Effective July 1, 1997, employees may retire with 25 or more years of service regardless of age or age 60 regardless of service.
- (c) Effective July 1, 2026, the employee pension contribution shall increase from 12.50% to 13.0%.

These provisions shall cover all employees who retire on or after July 1, 1996.

- (d) The then present spouse of an employee who dies from a non-duty related cause with ten (10) or more years of service for the City shall be eligible to receive a reduced pension benefit, as determined pursuant to the terms of the retirement plan.
- (e) Effective for employees retiring after December 1, 2011, the maximum PTO pay out at separation of service that may be included in calculating an employee's final average compensation is six (6) weeks.

Section 14.2 Pension Contribution during Disability.

In the event an employee covered by this Agreement is temporarily disabled due to illness or injury, under the City's weekly indemnity plan they shall be allowed to continue to make their regular contribution to the Police/Fire Pension Plan, therefore providing for no break in years of service during their disability. Therefore, no time will be lost in the computation of their final average compensation for illness or injury.

Section 14.3 Deferred Retirement Option Plan.

- (a) Overview. The City agrees to offer members of the bargaining unit a Deferred Retirement Option Plan (DROP) consistent with the terms and conditions in this Section.
- (b) Eligibility. Any member of the bargaining unit may voluntarily and irrevocably elect to participate in the DROP at any time upon or after attaining 25 years of credited service up to attaining 30 years of credited service.
- (c) Participation Period. The maximum period for participation in the DROP is five (5) years (the "Participation Period"), unless a lesser period is elected and submitted in writing to the Human Resource Department (or designated department) by the bargaining unit member at the time of DROP election. Members must declare the duration (in months) of the participation period when electing to participate in DROP.
- (d) An employee must cease or will be separated from employment with the Battle Creek Police Department at the end of the 5 year standard DROP participation period or at the end of any lesser participation period that has been submitted in writing by the bargaining unit member at the time of election to participate.
- (e) Election to Participate. Once commenced, participation in the DROP program is IRREVOCABLE, unless the DROP participant becomes disabled. A member who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the City. The City shall review the application within 5 business days and notify the member of the approval of the application after verifying the member's eligibility for participation in the DROP. On the member's effective DROP Date, he or she shall become a DROP participant and shall cease to be an active member of the Fire and Police Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants; however, DROP participants shall continue to receive all contractual benefits due active employees throughout their participation in the DROP.

Any member of the bargaining unit electing to participate in the DROP shall be able to carry-over 80 hours of accrued but unused PTO. These hours shall have no monetary or cash-out value. Any portion of the hours carried over but not used during the first year of participation in the DROP will be removed from the employee's PTO bank.

- (f) Drop Benefit. The participant's DROP Benefit shall be the regular monthly retirement benefit to which the member would have been entitled if the member had actually retired on the DROP Date. The participant's DROP Benefit shall be credited monthly to the participant's individual DROP Account.
- (g) Drop Accounts. For each DROP participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest the participant's DROP Benefits. All individual DROP Accounts shall be maintained by the Police and Fire Pension Administrator/City Treasurer and any other person so designated by the Pension Board for the benefit of each DROP participant. DROP Interest for each DROP participant prior to termination of employment shall be at a fixed rate of 2% per annum. DROP Interest will be credited and accrued quarterly on the participant's DROP Account balance at the end of each quarter. The Police and Fire Pension Administrator/City Treasurer shall provide each participant with an annual statement of their account activity.
- (h) Participant Contributions. The City's and the employee's contributions to the Police and Fire Retirement System as specified in this collective bargaining agreement shall continue without interruption as of the participant's DROP Date for each employee entering the DROP until termination of employment.
- (i) Distribution of Drop Funds. Upon termination of employment, the former DROP participant must choose one of the following distribution methods to receive payment(s) from their individual DROP Account:
 - i. A total lump sum distribution to the recipient.
 - ii. A lump sum direct rollover to another qualified plan. DROP participants' funds under the Plan shall be made available as soon as practical after termination of employment.
- (j) Death during DROP Participation. If an employee participating in the DROP dies either: (i) before full retirement (i.e., before termination of service); or (ii) during full retirement (i.e., after termination of service) but before distribution of the DROP account balance, the participant's designated beneficiary (ies) shall receive the

balance in the participant's DROP Account in the manner in which they elect from distribution methods listed in subsection H. If the death occurs before full retirement the penalties outlined in Section L will not apply. In the event the participant has failed to name a beneficiary, the account balance shall be paid in a lump sum to the participant's estate.

- (k) Disability during DROP Participation. In the event a DROP participant becomes totally and permanently disabled from further performance of duty as a Police Lieutenant in accordance with the provisions of the Fire and Police Retirement System, the participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had terminated employment during the participation period. Penalties outlined in Section L will not apply. Application for and determination of disability shall be conducted in accordance with the Police Retirement System provisions.
- (l) Internal Revenue Code Compliance. The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof that is found by the IRS to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.
- (m) Penalties. In the event a member terminates employment before fulfilling the DROP period elected, the member shall be charged the following penalties:
 - i. A penalty of 75% of the DROP interest accrued will be assessed if the participant terminates employment before completing $\frac{1}{2}$ of the DROP participation period.
 - ii. A penalty of 10% of the DROP interest accrued will be assessed if the participant terminates employment after completing $\frac{1}{2}$ or more of the DROP participation period but before completing the participation period.
 - iii. Before assessing a penalty, the member shall have the opportunity to appear before the Pension Board to discuss any reason why the member believes the penalty shall not be assessed. The Pension Board's decision is not subject to the grievance process.

- (n) Cost: The parties intend that implementation, administration, and any other aspect of the DROP be cost neutral to the City. As such the parties agree that the City will receive 5% of each individual participant's DROP interest at the time of distribution of the account. In the event the City Treasurer or designee of the Pension Board notifies

the Union and the City that the DROP is no longer cost neutral to the City, the parties will meet and determine how the additional cost of the program will be met.

Section 14.4 457 Deferred Compensation Plan.

Recognizing that employees have a responsibility to save for retirement over and above contractual pension benefits, the City offers employees the opportunity to participate in a 457 deferred compensation plan through the ICMA-RC. The City will provide a 1:1 match up to 3% of the employee contribution. Information about the plan is available through Human Resources.

ARTICLE 15 - BENEFICIARY

Section 15.1 Beneficiary.

In the event of the death of any employee while employed by the City, final payment shall be made for City benefits which they may have accrued as a result of employment, except those retirement benefits controlled by the Retirement Board, which shall be paid in accordance with the then effective Retirement Board Policies. Final payments will be direct deposited as usual.

ARTICLE 16 - WORK STOPPAGE

Section 16.1 No Strike - No Lockout.

The Union agrees that, during the life of this Agreement, neither the Union, its officers or agents will authorize, instigate, aid, condone or engage in a strike, sympathy strike, slowdown, mass sick call-in, unlawful picketing, or other interference (including concerted refusal to work overtime) with the City's operations. The City agrees that during the same period there shall be no lockouts.

Section 16.2 Violation of No Strike Pledge.

Individual employees, groups of employees or Union officials who instigate, aid or engage in a strike, sympathy strike, slowdown, mass sick call-in, unlawful picketing, or other interference (including concerted refusal to work overtime) with the City's operations may be disciplined or discharged at the sole discretion of the City. Notwithstanding the above, any dispute concerning whether an employee or group of employees actually participated in such proscribed activity may be submitted to the grievance procedure for resolution.

ARTICLE 17 - SAVINGS

Section 17.1 Amendments.

This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions. The Agreement may not be amended, altered or added to, except by mutual consent of the parties in writing.

Section 17.2 Entire Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests 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 exercise of that right and opportunity are set forth in this Agreement. The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and mutually agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been known or contemplated by either or both parties at the time they negotiated or signed this Agreement.

Section 17.3 Gender Clause.

The term "employee" or "employees" shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise. Reference to a masculine noun in this Agreement shall be interpreted to include the feminine, unless specifically provided otherwise.

Section 17.4 Savings Clause.

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

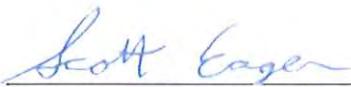
ARTICLE 18 – DURATION

Section 18.1 Duration.

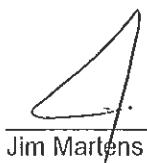
This Agreement shall become effective as of the 1st day of July, 2024 and remain in full force and effect through the 30th day of June, 2027, and from year to year thereafter, unless either party hereto serves a written notice upon the other of at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

For Lieutenants:



Scott Eager, POLC Labor Rep

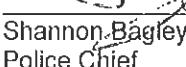


Jim Martens



Ryan Strunk

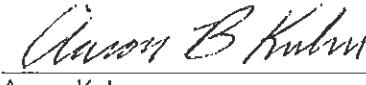
For the City:



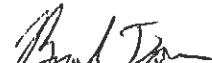
Shannon Bagley
Police Chief



Michelle Hull
Director of Human Resources



Aaron Kuhn
Revenue Services Director



Brandon Fournier
Labor Attorney



Rebecca L. Fleury
City Manager

APPENDIX A

Scale reflective of historical wage increases from prior years' contracts:

July 1, 2016:	\$84,416.00	
July 1, 2017:	\$86,315.36	2.25%
July 1, 2018:	\$88,257.46	2.25%
July 1, 2019:	\$88,257.46	0.00% (eligible for 2% off schedule lump sum)
July 1, 2020:	\$88,257.46	0.00% (eligible for 2% off schedule lump sum)
July 1, 2021:	\$88,257.46	0.00% (eligible for 2% off schedule lump sum)
July 1, 2022:	\$92,670.33	5.0% (resulting from 4.28.22 LOU)
July 1, 2023:	\$92,670.33	0.00% (resulting from 4.28.22 LOU)
July 1, 2024:	\$117,460.00	
July 1, 2025:	\$120,983.80	3.00%
July 1, 2026	\$124,613.31	3.00%