

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**CITY OF BATTLE CREEK**  
**AND**  
**THE ORGANIZATION OF SUPERVISORY**  
**PERSONNEL/SERGEANTS 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 1<sup>st</sup> day of July, 2024, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City," and the Police Officers Labor Council of Michigan, on behalf of the ORGANIZATION OF SUPERVISORY PERSONNEL/SERGEANTS 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 Sergeant 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 classification of Police Sergeant.

### ***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 d), until such time as 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 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 c and d above.

### ***Section 1.5 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.

The parties recognize that the responsibility for operating the department rests with the Chief of Police and that change in working rules and regulations and past practices may be made from time to time. The Chief of Police 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 1.6 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 c.

### ***Section 1.7 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 disagree 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 which has allegedly been violated, sign the grievance and present said grievance to the Chief of Police. The Chief of Police shall meet with the aggrieved employee to discuss the grievance within seven (7) calendar days after receipt of the written grievance. The Chief of Police 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 this designated representative, for a meeting between the City's grievance committee, consisting of the City Manager and/or this 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.

**Arbitrator's Authority:**

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 Chief of Police. Any suspension or discharge occurring as a result of authority delegated to a subordinate supervisor shall be temporary, contingent upon concurrence of the Chief of Police.

### ***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 Chief of Police 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 Chief of Police 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 desires, 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.

- c) Either party may request a Pre-Arbitration Meeting. The request should be made in writing, and the meeting shall take place no later than thirty (30) days prior to the scheduled arbitration date, unless the parties mutually agree otherwise. The purpose of the Pre-Arbitration Meeting is to discuss possible resolution of the arbitration matter, as well as to discuss the exchange of exhibits, the identification of witnesses, and other evidence in the arbitration matter.

### ***Section 3.2 Discipline.***

When imposing any discipline, the City will not take into account any prior infractions which occurred more than four (4) years before the incident giving rise to the current discipline, provided the prior infraction resulted in a written reprimand or suspension of three (3) days or less. In the event an employee completes four (4) years of service without a disciplinary action, written reprimands and suspensions of three (3) days and less over four (4) years old shall be permanently removed from the employee's personnel file upon request.

### ***Section 3.3 Personnel File.***

A copy of any disciplinary action which will result in the addition of official entries to the personnel file will be given to the employee. An Officer may request a meeting with the Chief of Police and Director of Human Resources to review official disciplinary entries to their personnel file that are in excess of two (2) years old with the option, upon concurrence of the employee, the Director of Human Resources and the Chief of Police, to remove same from the personnel file. All information in the personnel files regarding employees in the bargaining unit shall be treated in strict confidence by the City, as defined and regulated pursuant to P.A. 1978, No. 397: MCL 423.501 et.seq.

## **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 their 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 – VACATIONS**

### ***Section 5.1 PAID TIME OFF (PTO).***

All employees shall accumulate PTO according to the following schedule:

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 hired prior to 10/21/2008 who have completed one (1) or more years of service or 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 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 paid time off 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 Section 12.6, which 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 time off shall not be cumulative from year to year. The Chief of Police 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.

Employees are eligible for an annual payout of up to forty (40) hours of PTO when affirmed in writing by their supervisor at least two weeks in advance of employee's anniversary date.

### ***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 he returns 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 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.

## **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	

To qualify for pay hereunder, an employee must either work their entire scheduled work day on a holiday, or if not scheduled, then their entire regularly scheduled work 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 any pre-approved paid time off.

### ***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 at a rate of eight (8), ten (10) or twelve (12) hours dependent of their regularly scheduled shift for the time period the holiday takes place, even though they are not required to work. Employees who are on their regularly scheduled day off and that day is celebrated as a holiday shall receive Holiday Pay at a rate of eight (8), ten (10) or twelve (12) hours depending on their regularly scheduled shift, even though they were not required to work on the holiday.

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

## **ARTICLE 7 – LONGEVITY PAY**

### ***Section 7.1 Longevity Conversion.***

Effective January 1, 2014, the longevity value was rolled into the base wage of bargaining unit members.

## **ARTICLE 8 – INSURANCE**

### ***Section 8.1 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 monthly premium to the City in advance. Employees receiving Workers Disability Compensation benefits shall have their insurance coverage(s), as defined in Article 8, maintained by the City for the period of time they are compensated pursuant to those benefits.

The City agrees to offer employees the opportunity to renew their health insurance coverage each calendar year.

**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 establishing 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 8.2 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 8.3 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 equal \$5,000 per dependent.



#### ***Section 8.4 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 8.5 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 for the 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 9 – SICK LEAVE**

#### ***Section 9.1 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 the successive periods are separated by the employee's return to full-time active, unrestricted work with the City for at least 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 9.2 Emergency Leave of Absence.***

Permission to take paid emergency leave will be granted to each permanent employee who, in the opinion of the Chief of Police 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 9.3 Abused Sick Leave.***

Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action, up to and including discharge.

## **ARTICLE 10 – SERVICE AND SENIORITY**

***Section 10.1 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 paid time off, sick or accident leaves, suspensions, military leaves, or for layoffs due to lack of work or funds, except as hereinafter provided.

***Section 10.2 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 paid time off, sick or accident leaves, suspension, military leaves, or for layoffs due to lack of work or funds, except as hereinafter provided.

***Section 10.3 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 the promotional scores obtained by each. In the event that two or more employees have been promoted to the same classification on the same date, and their promotional scores are 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 disciplinary measure. Any member so transferred shall have no vested right to classification seniority credited to them 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 10.4 Shift Assignments.***

An employee may bid for a shift assignment and consecutive days off, and paid time off 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 semi-annual bidding period, the vacancy will be opened for re-bidding for those employees at or below the seniority level of the individual previously holding the vacant position. The re-bidding will be done within thirty (30) days after such vacancy has been filled.

### ***Section 10.5 Special Assignments for Sergeants.***

The following rules apply for special assignments: Assignments will be posted for 14 days. Interested employees may submit a letter of interest to the Chief of Police. The Chief of Police will provide the union a written explanation as to why the selected employee was given the assignment. No probationary Sergeant shall serve in any assignment other than patrol unless a unique or emergency situation arises necessitating the use of a probationary Sergeant as deemed necessary by the Chief of Police. In the event there is no show of interest by the non-probationary Sergeants, the Chief of Police may offer an assignment of their nature to probationary Sergeants. Employees may submit a letter of interest for any special assignment for the Chief's consideration two years after the current selection has been made.

### ***Section 10.6 Detective Sergeants.***

Sergeants assigned to the Investigative divisions shall be given the title of "Detective Sergeant."

## **ARTICLE 11 – PROMOTIONAL PROCEDURE**

### ***Section 11.1 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, except the job classification of Sergeant.

### ***Section 11.2 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 11.3 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 11.4 Selection of Candidate.***

In the filling of vacancies, the selection of individuals for promotion shall be at the sole discretion of the Chief of Police. 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 11.5 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 they 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 11.6 Probationary Period Following Promotion.***

The probationary period following promotion to the Sergeant's classification is one (1) year. 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 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 12 – LEAVES OF ABSENCE**

#### ***Section 12.1 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 Chief of Police.

#### ***Section 12.2 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 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 leave will result in a return to work.

### ***Section 12.3 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 12.4 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 12.5 Call-In for Special Events.***

When five (5) or more nonsupervisory employees are assigned to work a special event other than normal shift work, one (1) shall be of the Sergeant rank.

### ***Section 12.6 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 their 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, Chief of Police and the Human Resources Department shall establish responsibility for each duty-connected injury. If the injury is ruled non-preventable on the part of the injured employee, the employee shall receive the above-mentioned supplemental compensation for a period of six (6) months without any charge to their available 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 available 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 12.7 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 service 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 12.8 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 Chief, the employee(s) can be spared from work on the dates and times requested.



## **ARTICLE 13 – PREMIUM PAY**

### ***Section 13.1 Overtime Pay.***

Time and one-half (1 ½ ) the employee's regular hourly rate of pay will be paid for all approved time necessarily spent on the job (including in-service training and lunch breaks), in excess of the employee's regularly scheduled work day or forty (40) hour week. Except for sick call, all hours paid shall be considered hours worked.

- a) All overtime pay earned shall be paid along with the employee's regular pay, in accordance with the City's bi-weekly pay periods.

### ***Section 13.2 Call In For Duty.***

An employee called in for duty at a time other than their scheduled work shift shall be credited with a minimum of two (2) hours at one and one-half (1 ½ ) times their hourly rate, or with the actual hours worked at one and one-half (1 ½ ) times their hourly rate, whichever is greater, unless such time be continuous with their scheduled shift, in which case the guaranteed minimum payment shall not apply, but they shall be paid at one and one-half (1 ½ ) times their hourly rate for all hours worked prior to their scheduled shift.

- a) Notwithstanding the above, the guaranteed minimum payment shall not apply if it is necessary to call an employee back to work because, due to their fault, they failed to satisfactorily complete a report, complaint or other document during their regular duty hours.
- b) Notwithstanding the above, the guaranteed minimum payment for employees called to work to attend a training session shall be a one (1) hour minimum at time and one-half (1 ½ ) their regular hourly rate.

### ***Section 13.3 Overtime Call-In and Equalization.***

In endeavoring to equalize the opportunity for overtime, when calling Sergeants in for overtime on patrol duties the following rotational procedure shall be followed:

- a) Sergeants shall be placed on a master overtime list in order of seniority, the most senior Sergeant being first on the list.
- b) If overtime exists in the Sergeant position, a Sergeant shall be called from the Sergeant's master overtime list.
- c) The master overtime list will operate on a rotation basis. If a Sergeant accepts or denies the overtime, they shall then be placed on the bottom of the list. If a Sergeant is unavailable for overtime, that Sergeant remains on the top of the list in their original position until they either accept or deny an overtime opportunity.

- d) If no Sergeant accepts the overtime work, the City may require the least senior available Sergeant in the classification of the overtime assignment to perform the work.
- e) Sergeants may elect, by filing written notice to the Chief, not to work overtime. Such Sergeants shall not be required to work overtime unless there are not enough employees who volunteer to perform the available work. However, all Sergeants are required to report when called out or scheduled for emergency overtime.
- f) In the event a Sergeant is improperly passed over for overtime work and was not called by the City, the Sergeant shall be entitled to three (3) hours of pay at their regular straight time rate. There shall be the exclusive remedy for a violation of this provision of the contract.

### ***Section 13.4 Call In For Court.***

Whenever it is necessary for an off-duty Sergeant 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, they shall be paid a minimum of two (2) hours straight time or time and one half for 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 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 Chief or their designee.

### ***Section 13.5 Pay for Meetings.***

Whenever it is necessary for an off-duty Sergeant to attend a staff, staff agency, community agency, community group, or other meeting at the request of the department, they shall be paid a minimum of three (3) hours at time and one-half (1 1/2) unless such time be continuous with their scheduled shift, in which case, the guaranteed minimum payment shall not apply.

### ***Section 13.6 Compensatory Time.***

In accordance with the Fair Labor Standards Act, an employee may accumulate up to four hundred eighty (480) hours in a comp time (CT) bank. An employee may cash in up to forty (40) hours of comp time per year at the employees' rate of pay at the time such comp time 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.

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

For employees hired on or after November 21, 2008, the maximum number of Comp Time hours that can be used to supplement an employee's Final Average Compensation is 240 hours.

## **ARTICLE 14 – MISCELLANEOUS**

### ***Section 14.1 Clothing Allowance.***

Supervisors in Investigation and the classifications of Personnel and Training Sergeant and Crime Prevention Sergeant shall receive a clothing allowance as follows: Effective July 1, 2019, all eligible Sergeants shall receive \$800.00 per year. The First year amount is to be prorated based on date of promotion. Clothing stipend shall be payable with the paycheck that includes July 1.

Employees assigned for less than the full twelve (12) month period preceding July 1st shall receive a prorated payment. The City shall continue its current practice of paying for the cleaning and maintenance of clothing used in the performance of duty for all supervisory personnel.

### ***Section 14.2 Safety Standards.***

It is understood and agreed that all equipment to be used by employees shall meet minimum City and State safety standards.

### ***Section 14.3 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 14.4 Out-of-Class Pay.***

The senior Sergeant on duty, on their regularly scheduled shift (not working overtime), shall be eligible to receive a flat rate of \$2.50 per hour for each hour they are required to serve in the absence of a Lieutenant. This rate is not eligible for overtime premium. In the event the shift is covered with both Sergeants in an overtime status, the senior Sergeant shall receive the flat rate of \$2.50 per hour.

### ***Section 14.5 Equipment Supplied by the City.***

The City will provide at no cost to each employee the basic issue of uniforms, as currently provided, and equipment which meets safety standards required of the assignment as established by the Chief. Employees purchasing safety equipment and authorized footwear, over and above that supplied by the City, will receive \$125 per contract year; payable on the pay period that includes July 1st.

### ***Section 14.6 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, or 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 the action was taken.

**Section 14.7 Payday.**

Employees shall be paid on a bi-weekly basis.

**Section 14.8 Weapon Proficiency.**

The City will provide, to eligible employees, a yearly weapon proficiency allowance to be paid in the pay period that includes 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 this period. Dependent upon the conditions set forth below, the officers will receive their weapon proficiency allowance.

Standard for 40 caliber:

Distinguished Expert 100% - \$350

**Section 14.9 Educational Incentive.**

It is recognized by the City that police officers who are continually upgrading their education are better able to understand and serve the community in which they work. To this end, the City hereby agrees to establish the following incentive plan for the purpose of encouraging police officers to get such additional education at an accredited college. Such payment will be made to full-time employees on the pay period that includes June 1.

- a) A one-time incentive of \$1,000 as an educational starter will be paid for those who are currently enrolled or who do enroll in a Bachelor's or higher level degree program. This incentive will be paid after completing the first year of a program.
- b) Associate's Degree: \$350.00 for Associate's Degree in any field.
- c) Bachelor's Degree: \$500.00 for a Bachelor's Degree in any field.
- d) Master's Degree: \$750 for a Master's Degree in any field.

### ***Section 14.10 Stand-By Pay.***

Bargaining unit members required to serve in a standby capacity will receive a stipend of \$10,000 per year; paid as a flat dollar amount bi-weekly. Assignments that qualify for Stand-by pay are: Forensic Lab Supervisor, Detective Sergeant Supervisor, G.S.U. Supervisor, S.I.U. Supervisor, Fusion Center Supervisor and COPS Supervisor. The following must be followed: the sergeant must be named; only one sergeant per assignment; unless there is no other available sergeant. No pyramiding of Stand By pay.

- a) Effective July 1, 2024, the current K-9 Supervisor shall remain eligible for Stand By pay. Upon promotion of the succeeding K-9 Supervisor, the position becomes ineligible for Stand By pay.

### ***Section 14.11 Supplemental Compensation.***

- a) Certified Bomb Technicians and Level 3 Meth Responders shall receive a stipend of \$1,000 per year paid on or after July 1st of each year. To receive their stipend, the employee must be in the position for more than six (6) months.
- b) A \$100 payment shall be made each July 1<sup>st</sup> to Sergeants currently holding certification for the operation of equipment used to measure breath or blood alcohol levels. Payments shall continue each July 1<sup>st</sup> for as long as the Sergeant maintains current certification.

## **ARTICLE 15 – RETIREMENT PLAN**

### ***Section 15.1 Retirement 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, 1992, those employees covered by the Fire Fighter and Police Officer Pensions Act (1937 P.A. 345) shall have their retirement benefit calculated on the basis of 2.8% 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.
- b) Effective July 1, 1995, for employees retiring on or after that date, employees shall have their retirement benefit calculated on the basis of 3.0% of final average compensation multiplied by the first 25 years credited, plus one percent 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. FAC is calculated using the best consecutive 3 out of the last 10 years.

- c) Effective July 1, 1992, employees may retire with 25 or more years of service regardless of age or age 60 regardless of service.
- d) Effective July 1, 2026 the employee pension contribution shall increase from 13.22% to 13.72%.

### ***Section 15.2 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 he 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 15.3 457 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 City's 457 Benefit Provider. The City will provide a \$1: \$1 match up to 3% of the employee's contribution.

## **ARTICLE 16 – BENEFICIARY**

### ***Section 16.1 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 17 – WORK STOPPAGE**

### ***Section 17.1 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 17.2 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 18 – SAVINGS**

### ***Section 18.1 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 18.2 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 18.3 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 18.4 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 19 – DURATION


### **Section 19.1 Duration.**

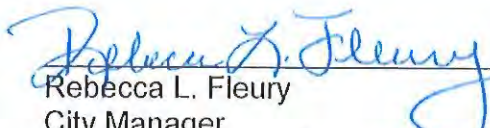
This Agreement shall become effective as of the 1st day of July, 2024, and remain in full force and effect through the 30th day of June, 2027, and from year to year thereafter, unless either party hereto serves a written notice upon the other of at least sixty (60) days prior to the expiration of any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

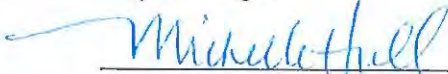
POLC Supervisory Personnel/  
Sergeants of the Battle Creek Police Dept.:

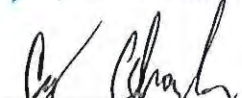
City of Battle Creek:

  
Sergeant Chad Fickle


  
Rebecca L. Fleury  
City Manager

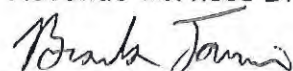
  
Sergeant Robert Henley

  
Michelle Hull  
Human Resources Director

  
Sergeant Cory Champlin  
POLC Secretary

  
Aaron Kuhn  
Revenue Services Director

  
Scott Eager  
POLC Labor Rep

  
Brandon Fournier  
Labor Attorney



## APPENDIX A

### WAGE SCHEDULE

Wages: The parties agreed upon a new 24 month wage progression. The top Sergeant rate represents an 11% increase over the top rate in POLC, Non-Sup.

		2% In Year 2	3% In Year 3
	<i>7/1/2024 per Hour</i>	<i>7/1/2025 per Hour</i>	<i>7/1/2026 per Hour</i>
Start	\$42.63	\$43.52	\$44.88
6M	\$43.13	\$44.02	\$45.38
12M	\$43.63	\$44.52	\$45.88
18M	\$44.13	\$45.02	\$46.38
24M	\$44.63	\$45.52	\$46.88

*\*Based on classification seniority (time in rank), not on service date.*