

AGREEMENT NO. A24-12

A G R E E M E N T

between

CITY OF COLDWATER

and

**POLICE OFFICERS LABOR COUNCIL,
COLDWATER POLICE UNIT - COMMAND**

Effective: July 1, 2024 - June 30, 2027

INDEX

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Agency Shop	2.1	1
Annual Salary Schedule	8.8	14
Appendix A – Salary Schedule		30
Appendix B – Computer Purchase Policy		31
Arbitration Request	4.3	4
Arbitrator Selection	4.4	4
Arbitrator’s Powers	4.5	4
Bargaining Committee	3.1	2
Call-Back Extra Duty	8.6	13
Cleaning of Uniforms	10.2	26
Collective Bargaining Unit	1.1	1
College Education Incentive	9.12	25
Discipline	10.6	27
Dues Checkoff	2.2	2
False Arrest Insurance	9.11	25
Firearms	10.4	26
General Provisions (Fringe Benefits)	9.1	16
Grievance Definition	4.1	3
Grievance Procedure	4.2	3
Grievance Time Limitations	4.6	4
Grievance, Expedited	4.7	4
Hospitalization Insurance	9.9	23
Insurance Contracts	9.13	25
Layoff, Indefinite	7.5	7
Life Insurance	9.8	22
Longevity Pay	8.10	16

Lost Time	3.3	2
Military Leave	9.3	18
Overtime	8.3	12
Overtime Premium	8.4	13
Pay Plan Policy	8.9	15
Personal Leave Hours	9.7	22
Probationary Period	7.2	6
Prohibitive Conduct	6.1	5
Promotion Policy	7.8	8
Recall	7.6	7
Recognized Holidays	9.6	21
Reduction of Work Week in Lieu of Layoff	8.2	12
Reporting	3.2	2
Reservation of Rights	5.1	5
Residency	10.5	27
Retirement Plan	9.10	24
Rules	10.8	28
Seniority Definition	7.1	6
Seniority List	7.3	6
Seniority, Loss of	7.4	6
Separability	10.1	26
Shift Premium	8.5	13
Sick Leave Pay	9.4	18
Special Conferences	3.4	3
Temporary Transfers	8.7	14
Term of Agreement	11.1	28
Transfers from Bargaining Unit	7.7	7
Travel	10.7	27
Uniform Allotment	10.3	26

Vacations	9.5	19
Waiver	10.9	28
Work Schedules (12-hour Shift)	8.1.1	8
Work Schedules (8-hour Shift)	8.1.2	9
Work Schedules (All Variations)	8.1.3	10
Workers Compensation Supplement	9.2	17

PREAMBLE

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

AGREEMENT

This Agreement, entered into this 1st day of July, 2024, by and between the CITY OF COLDWATER, hereinafter referred to as “Employer”, and the POLICE OFFICERS LABOR COUNCIL, COLDWATER POLICE DIVISION – COMMAND, hereinafter referred to as “POLC”.

ARTICLE 1 - RECOGNITION

Section 1.1 Collective Bargaining Unit

Pursuant to and in accordance with the appropriate laws of the State of Michigan, the Employer hereby recognizes the POLC as the exclusive collective bargaining agent for all employees employed by the Employer in the following described unit:

All regular full-time employees of the Police Department of the City of Coldwater whose positions are classified as lieutenant and sergeant including detective sergeant, BUT EXCLUDING the Public Safety Director, Deputy Director, desk clerk/dispatcher, patrol officer, corporal, part-time employees, and all other employees in the Police Department.

ARTICLE 2 - POLC SECURITY

Section 2.1 Agency Shop

All employees in the bargaining unit may freely choose to become a member of the Union or to not become a member of the Union. Bargaining unit membership and Union membership are distinct. An employee covered by this collective bargaining agreement is always a bargaining unit member but such an employee becomes a Union member only by choice. An employee choosing to become a Union member shall be required by the Union to pay dues. The amounts and regularity of those dues payments will be decided by the Union. An employee choosing to become a Union member will be required by the Union to sign a payroll deduction authorization form authorizing the Employer to deduct Union dues from the employee’s paychecks.

Section 2.2 Checkoff

The Employer agrees to deduct from the pay of each employee the amount of POLC dues or agency fees required by the Union, provided the Employer first receives signed written authorization from such employees for such payroll deduction. The Employer will only make such deduction if the employee has enough pay to cover such obligation. An employee's signed/written payroll deduction authorization form may be revoked by the employee in a written notice of revocation signed by the employee and received by the Employer and Union. A revocation shall become effective immediately upon receipt of the notice. The POLC agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of POLC dues or agency fees.

ARTICLE 3 - REPRESENTATION

Section 3.1 Bargaining Committee

The Employer agrees to recognize a collective bargaining committee composed of two (2) employee representatives of the Coldwater Police Department. The bargaining committee shall act as POLC representatives for the purpose of processing grievances in accordance with the grievance procedure established herein and for purposes of negotiating modifications to this Agreement or for other meetings with Employer representatives. The POLC shall notify the Employer in writing the names of its bargaining committee.

Section 3.2 Reporting

When it is necessary for a POLC representative to leave his or her work to handle a grievance in accordance with the grievance procedure established herein, such representative shall, in advance, request permission from the designated command officer and shall notify him or her when leaving and immediately upon returning to duty. POLC representatives, who are assigned patrol or other duties which require service outside of the Police Department facilities, shall perform their function as a representative in a manner which will not require their return to the Police Department for the sole purpose to perform grievance functions which would unreasonably interfere with the efficient operation of the City's Police Department.

Section 3.3 Lost Time

The Employer agrees to compensate recognized POLC representatives for all reasonable time lost from the employee's regularly scheduled work while processing a grievance in accordance with the grievance procedure or while attending a special conference with Employer representatives. The Employer reserves the right to revoke this benefit if it is being abused. Not more than two (2) employee representatives will be paid the time lost from their regular schedule of work while negotiating with the Employer over modifications to this Agreement. Such negotiating time shall include one-half hour prior to and one-half hour after such bargaining meetings.

Section 3.4 Special Conferences

- (A) Special conferences may be arranged by mutual agreement between the Employer and the POLC to discuss matters of mutual concern.

- (B) Not more than two (2) employee POLC representatives shall attend the special conference on behalf of the bargaining unit. The party requesting the special conference shall present the other party with a proposed agenda. If the special conference and agenda are agreed upon, the meeting shall be scheduled at a time mutually agreeable to the parties. Discussions shall be limited to the matters set forth in the agenda and special conferences shall not be used for the purpose of negotiating modifications to this Agreement, unless otherwise mutually agreed to by the parties.

ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.1 Definition of Grievance

A grievance shall be a complaint by an employee or the POLC concerning the application and interpretation of this Agreement.

Section 4.2 Grievance Procedure

All grievances shall be processed in the following manner:

Step 1 A sergeant or lieutenant shall file a written grievance, signed by the grievant, with the Public Safety Director within seven (7) days of the occurrence of the incident which gave rise to the complaint, or his or her first knowledge thereof. If requested by the employee, a POLC representative may be present. Within twelve (12) days after the Director has received the grievance, a meeting shall be held between the Public Safety Director, the grievant and the POLC representative to discuss the grievance in an attempt to resolve the matter. The Director shall place his or her answer on the grievance and return it to the POLC representative within seven (7) days after such meeting.

Step 2 If the Grievance is not satisfactorily settled in Step 1, it may be appealed by submitting the written grievance to the City Manager within twelve (12) days after receipt of the Director of Public Safety's answer in Step 1. Within seventeen (17) days after the City Manager has received the grievance, a meeting shall be held between the City Manager and other City representatives and the POLC bargaining committee for the purpose of discussing the grievance in an attempt to resolve the matter. The POLC and Employer may have non-employee representatives present, if desired. The City Manager shall place his or her answer on the grievance form and return it to the POLC President or Chairman within seven (7) days after such meeting.

Section 4.3 Arbitration Request

If the grievance is not satisfactorily settled in Step 2, the POLC may request arbitration by notifying the City Manager in writing within thirty (30) days following receipt of the City Manager's answer to the grievance in Step 2.

Section 4.4 Selection of Arbitrator

If a timely request for arbitration is filed by the POLC, the parties shall promptly select by mutual agreement one arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. Each party shall bear the expense of its own witnesses, but the fees and the expenses of the arbitrator and the cost of any meeting rooms, if necessary, shall be shared equally between the POLC and the City.

Section 4.5 Arbitrator's Powers

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He or she shall at all times be governed wholly by the terms of this Agreement, and the arbitrator shall have no power or authority to amend, alter or modify this Agreement, either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before he or she may be permitted to hear the merits of the grievance. The POLC acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement as generalized in the Management's Rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable. The arbitrator's decision shall be final and binding on the Employer, POLC and employees, provided, however, that each party to this Agreement reserves its lawful right to challenge the award if the arbitrator has improperly handled the case or exceeds his or her jurisdiction.

Section 4.6 Time Limitations

The time limits established in the grievance and arbitration procedure shall be followed by the parties and the employees covered by this Agreement. If the time limits are not followed by the POLC or a grievant, the grievance shall be considered settled in accordance with the Employer's last answer. If the time limits are not followed by the Employer, the grievance shall automatically advance to the next step including arbitration, if requested in writing by the POLC. The time limits established herein may be extended by mutual agreement of the parties. Saturday, Sunday and recognized holidays shall not be counted under the time procedures established in the grievance and arbitration procedure.

Section 4.7 Expedited Grievances

If a grievance concerns a policy matter involving the entire bargaining unit or disciplinary suspension without pay or discharge of an employee, the grievance may be filed directly with the City Manager, through the Office of the Director of

Public Safety, to Step 3 within five (5) days of the occurrence of the event which gave rise to the grievance.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 Reservation of Rights

- (A) The Employer retains and shall have the sole and exclusive right to manage and operate the City of Coldwater in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or re-organize any part of or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, whether in or out of the City's facilities and in all respects, to carry out the ordinary and customary functions of administration of the City. The POLC hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.
- (B) The City shall also have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, layoff and recall personnel, to establish work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. These rights shall be subject to the grievance and arbitration procedure established herein if they are exercised in violation of any specific provision of this Agreement.

ARTICLE 6 - STRIKES AND LOCKOUTS

Section 6.1 Prohibitive Conduct

- (A) The POLC acknowledges that the employees covered by this Agreement are sworn to uphold the law and because of the prohibition of strikes in Act 336, Public Act of 1946, as amended, State of Michigan, and its commitments hereunder, the POLC agrees that neither it nor its members will, for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slowdown, stay away, limitation of services, picketing or any other activities that may disturb, restrict or interfere with the services

provided by the Employer and its peaceful operations. The Employer agrees that during the term of this Agreement, it will not lockout any employee covered by this Agreement.

- (B) Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, stay away or strike may be disciplined or discharged at the discretion of the Employer. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

ARTICLE 7 - SENIORITY

Section 7.1 Seniority Definition

Seniority shall be defined to mean the length of the employee's service with the Employer in the Police Department commencing from the last date of hire in reference to benefits as described in this Agreement. Seniority, by date of promotion to classification/rank, shall pertain to shift bids and layoffs. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 7.2 Probationary Period

All newly promoted employees are on a probationary status for a period of 12 months from the date of promotion. Should an employee not successfully complete the probationary period, he or she shall be returned to the lower rank and rate of pay as previously held.

Section 7.3 Seniority List

The Employer shall furnish the POLC with a current seniority list at least once per year at the request of the POLC.

Section 7.4 Loss of Seniority

An employee shall lose his or her seniority and the employment relationship shall terminate for any of the following reasons:

- (A) If he or she quits or retires;
- (B) If he or she is discharged or terminated;
- (C) If he or she is convicted of a felony;
- (D) If he or she has been on continuous layoff for a period of time equal to his or her seniority at the time of his or her layoff or one (1) year, whichever is the lesser;
- (E) If he or she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary

suspension for three (3) consecutive working days without notifying the Employer, except when the failure to notify and/or report to work is due to circumstances beyond the control of the employee.

Section 7.5 Indefinite Layoff

When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied:

- (A) The Employer agrees to lay off the employee with the least seniority in the classification affected.
- (B) An employee who is to be laid off shall, upon his or her request, in lieu of layoff, be demoted to the next lower paying classification in the department provided that the employee has the necessary experience and training to perform the required work. An employee so demoted shall receive the rate of pay of the classification to which he or she has been demoted.
- (C) The Employer agrees to provide fourteen (14) days' advance notice of any layoffs.
- (D) Notwithstanding any provision of this Agreement to the contrary, employees who are employed and funded under State or Federal grants (LEAA, CETA, etc.) shall be laid off if such grants are expended or terminated. Grant employees who are placed into a permanent position funded by the City within thirty (30) days of such layoff shall be credited with all service with the City under the grant program.

Section 7.6 Recall

Recall to work shall be accomplished in the following manner: Employees with the greatest seniority in the classification affected shall be recalled first and thereafter in the order of the employee's seniority, provided that the employee has the experience and training to perform the required work. Employees who were demoted in lieu of layoff shall be recalled in the same manner as if they were on layoff status.

Section 7.7 Transfers from the Bargaining Unit

If an employee is transferred to a non-bargaining unit position with the Employer and is thereafter transferred back to a position within the bargaining unit, the employee's seniority shall include all time spent in the non-bargaining unit position. The POLC acknowledges, however, that the Employer retains the sole right to determine the wages, hours and conditions of employment for all non-bargaining unit employees, including the right of whether the employee may return to the bargaining unit.

Section 7.8 Promotion Policy

The City may establish the classification/rank of Lieutenant of Police Operations (hereinafter Lieutenant) within this unit.

- (A) Sergeants who wish to compete for promotion to Lieutenant shall submit a letter of interest to the Director within 10 days of the job posting.
- (B) Eligible candidates must meet the minimum criteria as follows:
 - (i) An Associate's degree in Law Enforcement, Public Safety, Public Administration or a related field, combined with three years of supervisory experience in law enforcement (police or public safety department) at the rank of Sergeant or above. The supervisory experience must include at least two years as a police sergeant at the Coldwater Police Department.
- (C) The posting date of the promotional process shall be the date of eligibility upon which the above requirements must be met.
- (D) The Director will post the selection process for the promotion at the time the position is posted.

ARTICLE 8 - HOURS OF WORK AND RATES OF PAY

Section 8.1.1 Work Schedules (12-hour Patrol Shift)

- (A) Work schedules shall be determined by the Director of Public Safety so that employees are scheduled to work a normal two-week pay period consisting of 80 hours. The normal pay period will consist of six 12-hour shifts and one 8-hour shift. Shift date is determined by the start time of the shift worked.
- (B) Employees working a 12-hour shift will be allowed a paid 45-minute lunch break. A paid 15-minute break during the first half of the shift and a paid 15-minute break in the second half of the shift will also be available to employees. Lunch break and shift breaks shall not be combined. The lunch break shall be taken as the workload and the Officer in Charge of the shift permit.
- (C) Shifts for sergeants shall consist of a Day Shift (0800 to 2000 hrs.) and a Night Shift (2000 to 0800 hrs.). Sergeants will select their short day when submitting their annual shift bid. Day shift sergeants will normally work 0800 to 1600 hrs. on their short day, while night shift sergeants will normally work 2000 to 0400 hrs. on their short day. The normal start time of the short day may be shifted to cover

manpower shortages that may occur due to scheduled time off, court appearances and training.

- (D) All employees assigned to 12-hour patrol shift work shall be granted one full three-day weekend off each 28-day period, unless mutually agreed upon by the employer and employee affected. The full three-day weekend may consist of scheduled pass days on Friday, Saturday and Sunday or Saturday, Sunday and Monday.
- (E) The initial 28-day scheduling sequence shall begin on Sunday, July 21, 2013. The 28-day period shall consist of two consecutive 14-day pay periods, which begin on a Sunday and end 14 days later on a Saturday.
- (F) A 28-day period is linked to the payroll system. Three-day weekends will routinely begin in one period and end in another. If a three-day weekend, consisting of three consecutive days off beginning on a Friday or Saturday, extends across the 28-day boundary, it shall be considered a full three-day weekend for the 28-day period in which the three-day weekend began.
- (G) An officer's normal schedule will include two (2) three-day weekends in each 28 day period. If the Director, or his or her designee, schedules an officer to work on one of his or her three-day weekends, the other three-day weekend in the same 28-day pay period shall be considered a protected weekend.
- (H) The protected weekend may be either earlier or later in the month and is not established until the officer is actually scheduled or ordered to work on one of his or her normal three-day weekends. At the time that shift or detail is placed on the schedule, the other three-day weekend becomes the protected weekend. Excepting voluntary assignments or emergencies, if an officer is scheduled or ordered to work on the protected weekend, then all hours worked during that three-day weekend shall be compensated at the rate of double time and a half (2.5X) base rate.
- (I) Sergeants shall bid for their shift and short day by seniority in classification. A probationary employee may not bid on shift assignments until the next bid process after completion of the probationary period.

Section 8.1.2 Work Schedule (8-hour Shift)

- (A) Work schedules shall be determined by the Director of Public Safety so that employees are scheduled to work a normal two-week pay period consisting of 80 hours.

- (B) The Lieutenant will normally work a Monday through Friday 0800-1600 hour shift. The Lieutenant will be expected to work a reasonable amount of overtime.
- (C) The City may establish, in addition to the 12-hour patrol shift, an 8-hour shift assignment and may establish which rank may fill this shift. The positions will be announced and posted for bid. The Director will select the person for this assignment from those bidding on it. If this shift is not bid upon, then the junior employee by classification seniority, for the classification that is needed, will be assigned. The normal work schedule for this assignment shall be posted with the shift bid.
- (D) Employees working an 8-hour shift will be allowed a thirty (30)-minute paid lunch break. A paid 15-minute break during the first half of the shift and a paid 15-minute break in the second half of the shift will also be available to employees. Lunch break and shift breaks shall not be combined. The lunch break shall be taken as the work load permits.

Section 8.1.3 Work Schedules (All Variations)

- (A) Work schedules shall be posted 15 days in advance, but will not restrict the Employer's right to change the schedule if circumstances require. When schedule changes are made after the schedule is posted, the employee will be notified via e-mail, telephone, or note in the mail box. However, should an employee be required to work different hours other than those originally posted with less than five (5) days' notice, he or she shall be compensated for the initial shift at the rate of time and one half.
- (B) Shift bids shall take place during the first ten (10) days of October to take effect the first week of the following January. The bid process shall take place by seniority within classification of rank to fill positions of rank for the shifts. Posted shift bid sheets will identify specific hours for each shift. The Director of Public Safety will have the right to establish platoons to provide staff coverage of the shifts and designate a supervisor for each platoon.
- (C) Provided that twenty-eight days (28) written notice is given to the Director, each Sergeant is permitted to initiate a 28-day trade in shift with another Sergeant (if agreed by both Sergeants involved) during each 12-month bid period.
- (D) The Director retains the right to temporarily assign any employee to another shift or working hours other than bid upon by the employee.

This temporary assignment shall be a period of 28 calendar days or less per occurrence, based upon staffing needs, training or special assignments as determined by the Director.

- (E) The parties agree that employee training and development is mutually beneficial. It is further agreed that flexibility in shift schedules and regular leave days is necessary to attend training. Staff will account for all training on an hour-for-hour basis. If training occurs out of town, and the training plus drive time equals fewer than the scheduled shift hours for that day (8 or 12 hours), the employee must return to work and be assigned as needed to complete the remaining scheduled hours for that workday. The Director will have the flexibility to schedule training in 8-hour shifts or less and to convert an employee's hours to an 8-hour/40-hour week for training or court purposes. Probationary officers in training may be scheduled to 8-hour shifts.
- (F) Probationary employees may be temporarily transferred to receive training and departmental familiarization.
- (G) The assignment of Detective Sergeant shall be open annually to all personnel in this bargaining unit. The assignment and the normal hours of work shall be posted during the annual shift bid. The hours of work posted during the assignment offering shall be the routine hours of scheduling for this assignment.
- (H) Interested personnel shall submit their name to the Director for consideration. The Director will determine who will be assigned to this position from the list of Sergeants who have submitted a letter of interest. In the event that none of the Sergeants submit a letter of interest, the Director shall appoint the Sergeant with the least amount of time in grade as the Detective Sergeant for the year.
- (I) The Director retains the right to temporarily assign this employee to other duties and shift working hours. This temporary assignment shall be for a period of 30 days or less. The Director has sole determination as to the effectiveness of the position, the continuation of the person assigned to it, or the continuation of a Detective Sergeant assignment within the Police Department.
- (J) Departmental scheduling of staff, other than stated Section 8.1.1 through 8.1.3 may be allowed by mutual agreement between the bargaining unit and the Director of Public Safety.

Section 8.2 Reduction of Work Week in Lieu of Layoff

The parties acknowledge that the work schedule of an average of forty (40) hours is not a guarantee; however, it is the normal work week, and the City agrees that it will not reduce the hours of the normal work week in lieu of a manpower reduction unless the matter is first discussed with the POLC and the POLC is given an opportunity to negotiate on the matter.

Section 8.3 Overtime

- (A) All employees shall be expected to work reasonable amounts of overtime upon request of the Employer. Scheduled overtime for dispatch/records and road patrol duties shall be offered on a rotating seniority basis to members of the bargaining unit prior to contacting reserve officers and/or part time officers, except for parades and other scheduled events.
- (B) Uniform rotating procedure will be followed as outlined in the directions shown on the overtime roster. In the event that nobody accepts the overtime, after everyone on the list has been called, an employee may be ordered in by inverse order of the seniority list by rank starting with officers, then corporals, then sergeants, then lieutenants.
- (C) Employees cannot be ordered for two 16-hour shifts in a row. If the low seniority person has been ordered for 16 hours on the previous day, the order will go to the next person by inverse order of the seniority list by rank starting with officers, then corporals, then sergeants, then lieutenants.
- (D) If an employee is on a protected three-day weekend they may be skipped and the next person shall be ordered in. The employee receiving the order has the duty to inform the person making the order that they are on a protected three-day weekend.
- (E) Uniform rotating procedure need not be followed during public safety emergencies.
- (F) “Road Patrol” includes the following activities: enforcement of all criminal laws, apprehension and prosecution of violators, measures to protect life and property, homeland security intelligence, responding to requests for police service, investigation of criminal and traffic offenses, enforcement of non-criminal regulatory measures, preservations of public peace, parking enforcement, traffic control, etc. Exceptions to that definition would be bike patrol, traffic enforcement details, neighborhood policing activities (foot patrol, watch groups, community information programs,

surveys and school programs), specialized crime investigations and fixed or non-mobile security or surveillance.

- (G) “Scheduled Overtime” definition for purposes of the Uniform Rotating Procedure shall mean any overtime offered by the City to fill manpower of the regularly scheduled duty shift(s) or additional pre-scheduled duty that does not meet any of the exceptions of this section. Scheduled overtime does not include unplanned, unscheduled events that require immediate manpower to facilitate policing within the city of Coldwater.
- (H) On overtime of two hours or less, management reserves the right to hold over employee(s) from the present shift or call in early employee(s) from the incoming shift rather than to follow the rotating seniority roster. In the event this should occur, the employee(s) either being held over or called in early with the most seniority will be offered the overtime first.
- (I) Assignments, court appearances, etc. beginning or ending within two hours of the end of the shift shall be considered continuation of the scheduled shift.

Section 8.4 Overtime Premium

Premium pay at time and one-half (1½) of the employee’s regular hourly rate shall be paid for all hours worked in excess of the employee’s regularly scheduled 80 hours in any two-week pay period, or any hours worked in excess of the normally scheduled 8 or 12-hour shift. Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked. Overtime shall be paid for the pay period in which it is earned and documented to payroll.

Section 8.5 Shift Premium

Officers scheduled to work patrol shifts, excepting lieutenants, shall receive the sum of \$500.00 annually as a shift premium. This shift premium shall not apply to any employee that is temporarily assigned to these shifts. The payment shall be made on or about June 1 of each year. The first payment due a new employee shall be prorated to include the total number of full months of service since the date of employment.

Section 8.6 Call-Back Extra Duty

- (A) Police personnel responding to a call-back for extra duty shall receive a minimum of three (3) hours’ pay. All non-emergency call-back must be requested by the City Manager, Director of Public Safety, Deputy Director or a specifically designated representative of the Director of Public Safety.

(B) Employees shall receive a minimum of three (3) hours of pay for call-back for extra duty for the below court functions:

1. Jury trials
2. Evidence hearings
3. Preliminary examinations
4. Bench trials
5. Juvenile hearings
6. Formal hearings
7. Informal hearings
8. Secretary of State hearings

(C) Employees shall receive straight time for call-back extra duty for the below functions:

1. Pre-trial conferences
2. All civil proceedings except formal hearings
3. Public relations activities

(D) This section shall not apply when such duty is contiguous (within two hours pre and post a shift) with the employee's regular shift.

Section 8.7 Temporary Transfers

Employees who are temporarily transferred to work in a classification which allows a higher rate of pay shall receive such higher rate of pay during the time he or she is working within that classification after such transfer exceeds a continuous period of thirty (30) days and retroactive to the first day of such temporary transfer.

Section 8.8 Annual Salary Schedule

(A) Effective the first pay period on or after July 1, 2024, the wage rates shall be increased by nine percent (9%) as shown on the attached Appendix "A".

(B) Effective the first pay period on or after July 1, 2025, the wage rates shall be increased by three and one-half percent (3.5%) as shown on the attached Appendix "A".

- (C) Effective the first pay period on or after July 1, 2026, the wage rates shall be increased by three percent (3%) as shown on the attached Appendix "A".

Section 8.9 Pay Plan Policy

- (A) The official pay plan for the City service consists of a schedule showing established yearly, weekly and hourly pay ranges and the titles of classes of positions which are to be compensated within each pay range. Effective July 1, 2011, all employees are required to have an account available for the Employer to access for Direct Deposit of their paychecks. The employee shall cooperate with the Employer and institution in accomplishing this access.
- (B) Salary ranges shall be linked directly to the plan of position classification and shall be determined with due regard to ranges of pay of other classes, availability of employees in particular occupational categories, prevailing rates for similar employment in private establishments in the Coldwater area, rates of pay in other jurisdictions, cost-of-living factors, the financial policies of the City, and other economic considerations. The minimum and maximum and intermediate steps of each salary range shall be those rates in the basic salary schedule which most nearly reflect these factors.
- (C) The official schedule of ranges represents full-time compensation in each class of positions. Provisions will be made for the reimbursement of City employees who incur expenses in travel necessary to the conduct of City business.
- (D) The normal beginning rate for a new employee will be the minimum rate in the established range for the class of positions. However, the Department Head may in special cases, with the approval of the City Manager due to recruiting difficulties or for a new employee having exceptional qualifications, authorize appointments above the minimum.
- (E) Increments within established salary and wage ranges are to provide a means of recognizing outstanding performance and continued good service. Employees must be considered and interviewed by their supervisor for salary range increments annually on or near the anniversary of the date of hire until reaching salary schedule (E). However, increments will not be awarded on an automatic basis, but they shall be contingent upon meritorious service. Each Department Head shall have the authority to award increments to deserving employees in his or her department; however, the awarding of more than one increment to an employee within a calendar year shall have

the approval of the City Council. All increments shall be contingent upon the availability of funds.

- (F) In the case of a promotion, the rate of the promoted employee will be adjusted to that step in the new range two steps above his or her rate of pay prior to promotion. In the case of transfer, the employee's rate will remain unchanged at the time of transfer. In the case of demotion, the rate of the demoted employee shall be reduced only as necessary to bring his or her rate at the time of demotion within the range established for the class to which he or she is demoted.

Section 8.10 Longevity Pay

As a token of appreciation of those employees that have served the City of Coldwater well for a number of years, the following longevity payment shall be made on December 1 of each year, based upon the employee's yearly gross base pay as of November 1. Only those employees on the City payroll on December 1 of each year shall be entitled to longevity pay except in case of death or retirement on City pension. In case of death or retirement on City pension, length-of-service pay shall be prorated from November 1 preceding to the date of death or retirement:

5 years continuous service prior to November 1st:	1.0%
6 years continuous service prior to November 1st:	1.2%
7 years continuous service prior to November 1st:	1.4%
8 years continuous service prior to November 1st:	1.6%
9 years continuous service prior to November 1st:	1.8%
10 years continuous service prior to November 1st:	2.0%

An additional 0.2% shall be added for each year of additional service to a maximum benefit of 5.0% for 25 years of service or over.

ARTICLE 9 - EMPLOYEE FRINGE BENEFITS

Section 9.1 General Provisions

- (A) The following benefits apply to those employees who are engaged for and are assigned to positions of full-time regular duty. Eligibility for the accumulation of these benefits starts with the assignment to staff or regular duty and shall continue only so long as such employees are continuously engaged in full-time employment:

1. Worker's compensation supplement;
2. Sick leave allowance;
3. Vacation allowance (employee may request and receive vacation pay check in advance);

4. Paid holidays;
 5. Hospital medical insurance;
 6. Life insurance;
 7. Retirement;
 8. Personal leave days;
 9. False arrest insurance.
- (B) Accounting for sick leave and vacation allowance will be had through the use of individual employee records wherein hourly credits will be regularly set up as such credits are accrued and hourly deductions made there from as the employee receives the benefits thus represented. Accounting of accrued benefits shall be made to individual employees each pay period. Hourly credits standing to the account of any employee represent work weeks of benefit accumulation and shall be adjusted from time to time to suit such changes that may be made in the normal work week.
- (C) Leave shall accrue to an employee while in a leave-with-pay status providing said employee returns to duty. Leave shall not accrue to an employee while in a leave-without-pay status whenever an employee is absent on leave without pay fifteen (15) consecutive days during a calendar year. An employee absent because of injury shall, upon his or her return to duty, receive credit for accrued leave covering the period of time for which he or she was paid disability compensation.
- (D) In case of the separation of an employee who is indebted for advance leave, the employee shall refund the amount paid him or her for the period of such excess, or deduction thereof shall be made from any pay due him or her.
- (E) This Section shall not apply in cases of death, retirement, or reduction in work force, or by any employee unable to return to duty because of disability, evidence of which shall be supported by a medical certificate.

Section 9.2 Worker's Compensation Supplement

For loss of time on account of an injury that occurs in the line of duty, any eligible employee shall receive his or her regular wages for a period of one (1) month from the date of disability as determined under the worker's compensation statute. For

the following five-month period, the employee may elect to draw on any sick leave that may be standing to his or her credit to supplement the weekly wage loss benefit under worker's compensation. If the disability under worker's compensation continues after six (6) months, the employee shall receive only worker's compensation wage loss benefits.

Section 9.3 Military Leave

(A) For not to exceed fifteen (15) calendar days in any calendar year, the City will grant to an employee a leave so that he or she may perform full-time, active duty with the reserve components of the armed forces of the United States or the National Guard of the State of Michigan. The employee will be paid the difference between such military service and the pay he or she would have received, if any, had he or she worked his or her regularly scheduled shift during such period of service; provided, he or she gives to the City's Director of Public Safety notice of his or her call to active duty as promptly as is practicable, and following such performance of duty, provides to the Director of Public Safety an authorized copy of his or her pay voucher.

(B) Military leave in excess of the foregoing paragraph shall be granted in conformance with State and Federal laws and the employer shall not be responsible for any wage differentials.

(C) An employee who enters military services by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave shall be reinstated in accordance with all applicable provisions of the State and Federal laws then in effect. All pay and fringe benefits shall terminate during this period.

Section 9.4 Sick Leave Pay

(A) Sick leave is subject to provisions of the Family Medical Leave Act policy and the Americans with Disabilities Act.

(B) For loss of time on account of sickness, or injury not incurred in the line of duty, all eligible employees shall be allowed full pay in the amount of 80 hours per year. The accumulation of this benefit will begin at the date of hire and will be credited to each employee as it is earned.

(C) Sick benefit is cumulative to new employees at the rate of 80 hours per year and becomes available to such employee after he or she shall accumulate 20 hours benefit to his or her account.

(D) Unused Sick benefit may be cumulative without limitation. One half (1/2) of accumulated sick leave becomes payable to the employee

upon termination of his/her employment under honorable conditions and upon giving of two (2) weeks' advance notice of termination.

- (E) Sick benefits involving not more than three (3) consecutive working days at any one time will be allowed upon certification of the responsible supervisor. Benefits involving longer periods may be required to be certified by an attendant physician.
- (F) Sick benefits will be allowed to the extent of five (5) days for each specific instance in the event of a serious illness in the employee's immediate family, requiring his or her absence from duty, or per FMLA regulations as applicable. Immediate family includes spouse, children, parents, brothers, sisters and spouse's parents.
- (G) Funeral Leave: If a death occurs among the members of an employee's immediate family (defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, spouse's parents, spouse's grandparents, brothers-in-law and sisters-in-law), the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of five (5) days, such time not to be charged against the employee in any manner. The Employer shall be notified in either case of the death of an employee's family and the extent of the expected absence. A funeral leave, chargeable to the employee's sick leave accumulation, will be permitted to the extent of four (4) hours for other than members of the immediate family. Up to twelve (12) hours for out-of-county funerals will be permitted based upon drive time.
- (H) Except as modified above, no employee shall receive sick benefit allowance except in the case of a bona fide sickness or injury and then only while he or she is regularly employed in full-time service.
- (I) Sick leave shall be charged only for the absence upon days which an employee would otherwise work and receive pay.

Section 9.5 Vacations

- (A) Vacation allowances at full pay will be granted to all eligible employees for an amount of time equal to the chart outlined in Section 9.5(C). The accumulation of this benefit will begin as of the date of hire and will be credited to each employee as it is earned.
- (B) To be of optimum benefit, vacations should be taken annually and for the full period of the allowance; however, upon employee request by special permission of the Department Head, accumulations up to two (2) years' allowance will be granted, or for

greater periods should working conditions prohibit an employee's absence from duty.

- (C) Vacation benefits are cumulative to employees according to the following schedule:

<u>Years of Eligibility</u>	<u>Hours of Vacation</u>
1 through completion of 5	80.16
6	88.32
7	96.00
8	104.16
9	112.32
10	120.00
11	128.16
12	136.32
13	144.00
14	152.16
15	160.32
16	168
17	176
18	184
19	192
20 and over	200

- (D) Benefits become available to employees after they shall have accumulated one (1) year benefit credit to their account.
- (E) Periods of leave are subject to the approval of the Director of Public Safety or of his or her specifically designated assistants.
- (F) Periods of leave with vacation pay may be granted for one-half of a shift.
- (G) Vacation schedules shall be worked out as far in advance as possible, and each employee shall place his or her request for leave with the Director of Public Safety. Preference to dates requested will be based upon department seniority if the request is submitted between November 1st and November 30th for vacations requested for the following calendar year. Preference for requested dates submitted on or after December 1st will be given to the employee first placing his/her request for leave.
- (H) Vacation leaves shall be arranged and granted so that the number of employees absent from one department or working group at any one time will not be sufficient to injure the service rendered by that

department or group or entail the payment of an excessive amount of overtime to those who replace the absentee.

- (I) Accumulated vacation allowance becomes immediately payable to the employee upon termination of his or her employment, no matter what the reason for such termination, provided that the employee has been continuously eligible to such benefit for not less than one (1) full year.
- (J) Subject to mutual agreement and with the approval of the Department Head and/or the Administrative Body, further leaves of absence, either with or without pay may be granted.

Section 9.6 Recognized Holidays

- (A) Full-time, regular employees and all other full-time employees who are qualified to receive the same benefits because of their having worked continuously for one (1) year or more shall be paid for the following ten (10) listed holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Full day before Christmas Day
Labor Day	Christmas Day
Veterans Day	Full day before New Year's Day

- (B) Holiday pay will be at regular straight time for eight (8) hours.
- (C) If a holiday occurs while an employee is on sick leave, the employee shall be paid for the holiday with a straight time deduction being made from his or her sick leave accumulation.
- (D) For work actually performed on any of the above listed holidays (midnight to midnight), the rate of pay shall be at time and one-half (1½) regular rate plus holiday pay.
- (E) Sergeants and lieutenants shall receive, in addition to (d) above, pay based upon a maximum of ten (10) holidays as follows:
 - (i) To be eligible for this holiday pay, an employee must have been continuously employed for the previous six (6) months. Payment of one-half of the amounts given below shall be made about June 1 and December 1 of each year. The first payment due a new employee will

be prorated to include the total number of full months of service since his or her employment date.

- (ii) Holiday pay for sergeants and lieutenants assigned to shift duty shall be as follows:

Sergeants	Lieutenants
2024 - \$3,032	2024 - \$3,154
2025 - \$3,138	2025 - \$3,265
2026 - \$3,232	2026 - \$3,362

- (iii) Eligibility for holiday pay shall require that a full-time, regular employee has worked a full assigned shift on his or her last scheduled work day prior to the holiday and his or her first scheduled work day following the holiday, unless the employee actually works on the holiday.
 - (iv) The City may reduce a bi-annual holiday payment by 1/10th of the annual amount for the number of holidays that the employee did not meet the requirements outlined in 9.6(E)(iii) during the preceding six (6) months.
- (F) Subject to Department Head approval, an employee may request a leave of four (4) hours to attend Good Friday or similar services. Such leave shall be subtracted from the employee's sick leave or vacation at the employee's option.

Section 9.7 Personal Leave Hours

All full-time regular employees shall be allowed 36 hours without loss of pay each contract year. The personal leave hours are not accumulative from year to year and may be scheduled during the contract year subject to the approval of the Director of Public Safety.

Section 9.8 Life Insurance

- (A) The City will furnish to each employee a straight life insurance policy with double indemnity provisions. This benefit is designed to be supplemental to and cooperative with the benefits of the Michigan Municipal Employees' Retirement System adopted in 1947.
- (B) Face amount of the policy is two times base salary.
- (C) Life insurance will be established to the credit of new regular, full-time employees the first of the month after one (1) month following such employment, and will be terminated upon termination of or retirement from such active status.

- (D) No special provisions are in effect governing termination of employment because of death. All final pay and accumulated benefits will be promptly settled with the employee's family, the City deciding the final compensation due, if other than normal, in each specific case.

Section 9.9 Hospitalization Insurance

- (A) The Employer will offer group medical insurance and prescription drug coverage to eligible employees and dependents.
- (B) The City currently offers the employees a choice between Blue Cross Blue Shield of Michigan Simply Blue PPO Traditional Plan and Simply Blue High Deductible Plans with Health Savings Accounts.
- (C) For employees who select a Simply Blue High Deductible Plan, the City will contribute the difference between the cost of the policy and the hard cap to the employee's Health Savings Account (HSA). If the employer follows the "hard cap" of Section 3, Act 152 of 2011, the employer will pay no more of the total annual cost of the medical benefit plan selected than the amounts annually determined by the state treasurer pursuant to Section 3 of the Act.
- (D) The City retains the right to change vendors and/or self-insure for part or all of the health insurance benefits provided under the Agreement. The new plan must provide reasonably comparable coverages, including access to physicians. The City will consult with the Union prior to implementing any such change in providers.
- (E) An employee who elects not to take coverage under the plan, because he or she has other coverage available, may opt out and receive, through an appropriate IRS-approved plan, \$6,812.50 annually on a bi-weekly basis. For employees hired after July 1, 2013, \$6,812.50 per year will be deposited into the MERS Health Care Savings Program on a bi-weekly basis.
- (F) Contingent upon participation in the Employer's health insurance plan, the City will provide the employee and their dependents dental insurance coverage via a self-funded plan.
- (G) The City shall provide a long-term disability plan with a 30-day waiting period, with a monthly benefit at 67% to a maximum of \$5,000 with a 12-month limitation period on own occupation.

- (H) The City has established a Flexible Benefits Plan in accordance with IRS regulations to provide employees with the opportunity to pay for IRS-qualified tax-exempt expenses with pre-tax dollars. With the exception of health insurance premiums, participation in the plan will be voluntary.

Section 9.10 Retirement Plan

- (A) As of July 1, 1947, the City of Coldwater by an affirmative vote of its electors became a member of the Michigan Municipal Employees' Retirement System. As a result of this action, all of the employees of the City became subject to the provisions of that system.
- (B) In January of 1956, through joint action of the City Council and an affirmative vote of the employees of the City, Federal Old Age and Survivors' Insurance benefits were added to the Michigan Municipal Employees' Retirement System as of January 1, 1955.
- (C) As the Legislative Acts setting up these systems and the working rules governing their management and operation are quite extensive and are continuously subject to change, they are not reproduced herein. Full information regarding the application and operation of these systems will be furnished upon request.
- (D) Sergeants and lieutenants shall be covered by Benefit B-4, with a 5% employee contribution. In the event that the Officers in this unit become eligible for Social Security coverage for their services covered by this Bargaining Agreement, the City shall have the right to reopen the Agreement upon written notice to the Union to negotiate pension coverages and costs. Retirement is to be based on the average of the best three consecutive years of service. Law enforcement officers may retire without penalty after the age of 50 with twenty-five (25) years of service.
- (E) All employees hired after July 1, 1997, shall participate in the MERS Defined Contribution Plan, Benefit Program DC. Effective November 1, 2021, the City shall contribute 14% of the employees' annual compensation to the Plan. The employee shall contribute 7.5% of his or her annual compensation to the Plan.
- (F) The City shall be a member of one or more qualified Deferred Compensation Plans which shall allow employees to annually defer salary to an amount determined by the employees to the level allowed by the IRS.

Section 9.11 False Arrest Insurance

The City will provide False Arrest Insurance for each Police employee and shall also provide Comprehensive Liability Insurance coverage for each occurrence in the amount of \$1,000,000.

Section 9.12 College Education Incentive

(A) Commencing July 1, 1988, all employees under this agreement that have attained the credit hours or degree as specified in this section shall be eligible to receive the corresponding College Incentive pay. Specified credits and/or degrees must be earned from an accredited college or university. The course of study and/or degree must be in an area related to the police profession. College Incentive payment shall be made on the first pay period on or about June 1st of each year.

<u>Credit Hours/Degree</u>	<u>Incentive Amount</u>
30 Credit Hours	\$ 50.00
or	
Associates Degree	300.00
or	
90 Credit Hours	400.00
or	
Bachelor's Degree	500.00

(B) To be eligible for this benefit, an employee must have been continuously employed with this department for the previous twelve (12) months prior to receiving such pay. The first payment due a new employee will be paid the first pay period after those twelve (12) months.

(C) Employees of this bargaining unit are not eligible to participate in or receive any benefits as outlined or contained in the City of Coldwater's Continuing Education Policy as adopted by City Council for full-time employees of the City.

Section 9.13 Insurance Contracts

All insurance benefits and programs shall be governed by the provisions of the respective insurance policy contracts. The City reserves the right to use self-insurance methods of funding to provide all or part of the benefits recited herein. All benefits which are provided by self-insurance shall be equal to those provided by insurance carriers.

ARTICLE 10 - MISCELLANEOUS

Section 10.1 Separability

If a provision of this Agreement shall be held invalid under future or existing legislation, the remainder of the Agreement will not be affected thereby. The Employer and the POLC agree that if any provision is declared invalid that they will meet at a mutually convenient time for the purpose of negotiating a substitute provision that conforms with the requirements of the Legislation.

Section 10.2 Cleaning of Uniforms

The City will contract with a local cleaning establishment for routine cleaning of uniforms that are provided by the employer.

Section 10.3 Uniform Allotment

- (A) The City will furnish complete uniforms as identified by the Director of Public Safety. Police personnel shall wear prescribed uniforms when on duty. All items are the property of the City, and, upon termination of employment, all items shall be returned to the City. In order to receive a replacement for worn clothing or item, the item to be replaced shall be returned to the City. Employees who terminate their employment with this department during the first twelve (12) months from their date of hire will be responsible to reimburse the City for the entire uniform and equipment cost expended to outfit that employee.
- (B) Personal Equipment: Employees shall be entitled to reimbursement of up to \$25.00 per claim for the repair or replacement of personal equipment damaged in the line of duty while performing a law enforcement function. Eyeglasses will be reimbursed to the amount of the invoice of the glasses currently worn.

Section 10.4 Firearms

- (A) Service Weapon: Each officer shall be issued a serviceable weapon to be carried while on duty.
- (B) Ammunition: Ammunition for on-duty service shall be furnished to each person in the amounts and type that the Director of Public Safety deems proper.
- (C) Competitive Shooting Events:
 - (i) The Public Safety Director may select the two top marksmen to represent the Police Department in competitive matches with other police agencies. The testing process for the departmental representatives will be staffed by the current competitive marksman in a process approved by the Director and Range Officer.

- (ii) The City will arrange, if possible, and without overtime costs one day off from active duty so each of the two selected officers may participate in the competitive match. If an officer is on pass day or leave, he or she will not be granted overtime or compensatory time for participating in a competitive shooting match.
 - (iii) The competitive shooting match must be a police-sponsored match.
 - (iv) The City of Coldwater will allow the pistol team (two officers) to participate in three (3) competitive shooting matches each year.
- (D) An employee covered by this agreement shall have the option to purchase the service weapon assigned to them at the then current trade in value upon retirement provided that: he or she is at least 50 years of age and has at least 25 years of service; and the retirement is under honorable conditions. Trade in value shall be the price that Michigan Police Equipment would pay if the weapon were offered for sale to them. Another vendor may be agreed upon in the event that M.P.E. is no longer in business.
- (E) An employee covered by this agreement shall have the option to purchase the service weapon assigned to them at the current trade in value if the City decides to change to a new service weapon. Trade in value shall be the value offered to the City as quoted by the vendor conducting the transaction.

Section 10.5 Residency

Bargaining unit employees will be required to live within twenty-five (25) miles of the nearest border of the city of Coldwater.

Section 10.6 Discipline

The City shall not discharge nor suspend for disciplinary reasons any employee except for just cause. It is mutually agreed that progressive discipline for minor offenses should be employed, and therefore, the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The POLC acknowledges, however, that a warning notice need not be first issued for major infractions.

Section 10.7 Travel

The Subsistence Policy and Travel Policy, as approved by the Coldwater City Council, shall apply for authorized trips.

Section 10.8 Rules

The City reserves the right to establish reasonable rules and regulations governing the conduct of its employees. The POLC shall have seven (7) days to grieve the reasonableness of any such rule after it has been posted or published. However, if a grievance is filed, such rule shall be followed until it is resolved through the grievance procedure.

Section 10.9 Waiver

It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern the entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hearings or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the POLC, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Upon mutual agreement, the parties may amend this Agreement by reducing to writing such an amendment, which has been duly signed by appropriate representatives of the parties.

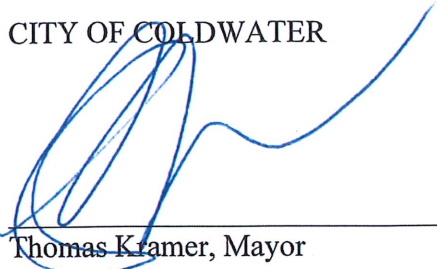
ARTICLE 11 - DURATION

Section 11.1 Term of Agreement

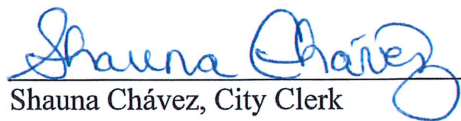
This Agreement shall remain in full force and effect to and including the 30th day of June, 2027, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement, in writing, not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the POLC shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.


CITY OF COLDWATER



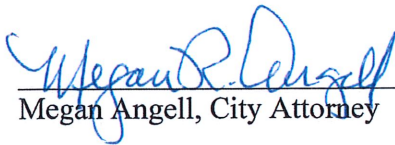
Thomas Kramer, Mayor



Shauna Chávez, City Clerk

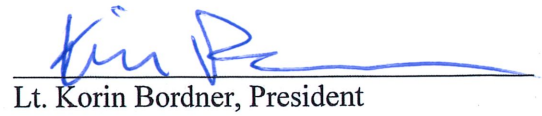


Keith Baker, City Manager

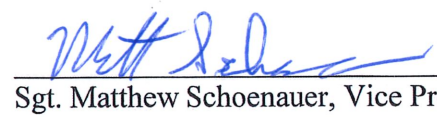


Megan Angell, City Attorney

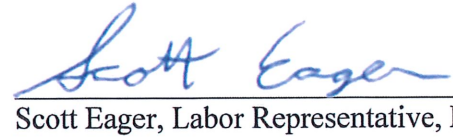
POLICE OFFICERS LABOR COUNCIL,
COLDWATER POLICE SUPERVISORY
UNIT



Lt. Korin Bordner, President



Sgt. Matthew Schoenauer, Vice President



Scott Eager, Labor Representative, POLC

APPENDIX A
SALARY SCHEDULE

Police hourly rate - 40hr/wk (2,080 hours per year)

INCREASE		STEPS				
%	Fiscal Year	A	B	C	D	E
Sergeant						
9%	7/1/24 - 6/30/25	\$71,884.80 \$34.56	\$73,049.60 \$35.12	\$73,860.80 \$35.51	\$74,900.80 \$36.01	\$78,832.00 \$37.90
3.5%	7/1/25 - 6/30/26	\$74,401.60 \$35.77	\$75,608.00 \$36.35	\$76,460.80 \$36.76	\$77,521.60 \$37.27	\$81,598.40 \$39.23
3%	7/1/26 - 6/30/27	\$76,648.00 \$36.85	\$77,875.20 \$37.44	\$78,748.80 \$37.86	\$79,851.20 \$38.39	\$84,032.00 \$40.41
Lieutenant						
9%	7/1/24 - 6/30/25	\$75,108.80 \$36.11	\$76,252.80 \$36.66	\$77,022.40 \$37.03	\$78,083.20 \$37.54	\$82,014.40 \$39.43
3.5%	7/1/25 - 6/30/26	\$77,750.40 \$37.38	\$78,915.20 \$37.94	\$79,705.60 \$38.32	\$80,808.00 \$38.85	\$84,884.80 \$40.81
3%	7/1/26 - 6/30/27	\$80,080.00 \$38.50	\$81,286.40 \$39.08	\$82,097.60 \$39.47	\$83,241.60 \$40.02	\$87,422.40 \$42.03

APPENDIX B

LETTER OF UNDERSTANDING

CITY OF COLDWATER

EMPLOYEE COMPUTER PURCHASE POLICY

The City of Coldwater recognizes the importance of continuing education and training for employees as a means of preparing for the future. Educated employees are better able to adapt to a continuously changing work environment.

In recognition of the above, all full-time employees who have successfully completed their probationary period are eligible to receive a loan from the City for the purchase of one (1) new computer and related hardware and/or software. Tablets, iPads, smart phones, internet TVs, etc. are not eligible for the program.

The loan amount shall not exceed \$2,500.00. The loan amount shall be repaid to the City at an interest rate of 3% in 65 bi-weekly installments through payroll deduction. The computer hardware and/or software shall be for use by the employee and employee's family and shall not be sold before repayment of the loan in full without prior written approval.

The employee requesting a loan shall provide a quote or price list for the hardware and/or software to be purchased prior to receiving the loan. After the purchase, a copy of the sales receipt shall be attached to the loan agreement.

The employee may be eligible to receive subsequent loans under the program if previous balance is paid off.

The principal owing on such loan shall become fully payable 60 days after the occurrence of any of the following events:

- a. Employee terminates payroll deduction authorization.
- b. Employee transfers ownership of the computer.
- c. Employee ceases to be an employee of the City for any reason.
- d. Employee fails to make payments to the City.