

Memorandum of Understanding
Between CITY OF TRAVERSE CITY,
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Re: Collective Bargaining Agreement

Date: July 1, 2024

Purpose and Intent

The parties are signatories to a collective bargaining agreement for the Patrol of the Traverse City Police Department, Police Officers Association of Michigan (POAM) effective for the period of July 1, 2021, through June 30, 2026 (CBA). This Memorandum of Understanding is the mutual agreement to make the following changes to the language in the CBA as follows:

1. APPENDIX "A."

APPENDIX "A" HOURLY RATE ATTACHMENT & ANNUAL OFF-DUTY CARRY
STIPEND POLICE PATROL

Effective July 1, 2021 the annual salary increase will be 3.0%

Effective July 1, 2022 the annual salary increase will be 2.5%

Effective July 1, 2023 the annual salary increase will be 2.0%

Effective July 1, 2024 the annual salary increase will be 6.0%

(replaces the originally negotiated 2%)

Effective July 1, 2025 the annual salary increase will be 5.0%

(replaces the originally negotiated 2%)

Effective July 1, 2026 the annual salary increase will be 4.0%

	START	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS	
7/2023 pay scale	25.53	26.59	27.07	27.42	27.84	29.02	Average step increase is 2.6%
Adjusting pay schedule	4.15%	1.81%	1.29%	1.53%	4.24%	2.60%	Recommend to change to 3.5%
Recommend start at step 2	26.59	27.5207	28.4839	29.4808	30.5126	30.9126	31.3126 31.7126

	START	6 MONTHS	12 MONTHS	24 MONTHS	36 MONTHS	48 MONTHS	DETECTIVE	24 MONTHS	60 MONTHS
7/2024 add 6%	28.1854	29.1719	30.1929	31.2497	32.3434	33.4754	33.8754	34.2754	34.6754
7/2025 add 5%	29.5947	30.6305	31.7026	32.8121	33.9606	35.1492	35.5492	35.9492	36.3492
7/2026 add 4%	30.7785	31.8557	32.9707	34.1246	35.3190	36.5552	36.9552	37.3552	37.7552

2. CBA Extension. Extend the current collective bargaining agreement for the Patrol of the Traverse City Police Department, Police Officers Association of Michigan (POAM) through June 30, 2027 (CBA).

3. Lateral Entry. Allow new hires with prior experience eligibility for higher placement/salary in the step plan, "Lateral Entry." The Lateral Entry process applies only to the hiring of MCOLES-certified road patrol officers.

The purpose of Lateral Entry is to help recruit qualified MCOLES-certified road patrol officers. Upon successful completion of the new hire process, the Human Resources Department will confirm with the background investigator that a Lateral Entry applicant has applicable experience.

Within the guidelines established in Appendix A, the Police Chief may determine the pay rate for newly hired later-entry patrol officers. To be eligible for Lateral Entry, the applicant must have at least one (1) full year of prior full-time road patrol work experience with similar duties in a comparable law enforcement agency; each year block of prior experience will qualify the successful applicant to advance to the step that matches the experience in the pay scale, to a maximum of 3 steps. The Lateral Entry applicant must not have had a break in service as a patrol officer of more than 180 days before the applicant's conditional job offer.

The Lateral Entry process is for pay purposes only and actual work experience in another Law Enforcement Agency will not be considered for promotional eligibility requirements. Seniority and Longevity pay will be calculated in the same manner as all Patrol Officers. No credit will be given to completed years of service in other agencies for any other benefits. Entry-level patrol officers placed in a higher step of the pay schedule does not eliminate or reduced the new hire probationary period of 12 months per Section 9.1 Seniority as per the lateral entry process must also complete the required.

Existing employees who were hired before this MOU who have not yet reached Step 3 and have had previous road patrol work experience shall have their pay step adjusted appropriately.

4. Residency. Replace Section 18.14 of the CBA in its entirety with the following:

Section 18.14. Residency. Employees must live within a radius of thirty (30) miles of the City limits as measured from the nearest City limit. Employees who were living outside such radius before March 10, 2000, shall be permitted to remain in such place of residence, but if they move, they must move within the distance mentioned above. New Hires have one (1) year from the date of hire to attain such residency. Failure to comply with this provision shall be a reason for termination. Extensions due to extenuating circumstances may be granted by the City Manager. Change of address shall be reported within seven (7) calendar days to the Office of Human Resources.

5. Holiday Pay. Replace Section 12.10 of the CBA in its entirety with the following:

Section 12.10. Holiday Pay. Eligible employees shall be entitled to holiday leave with pay on the following recognized holidays:

New Year's Day
MLK Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

6. Add New Section: Section 12.11 of the CBA in its entirety with the following:

Section 12.11. Police Academy Training Costs:

If the City enters into a written agreement with an applicant to recoup police academy training costs, as authorized by Acts No. 43 and 44 of 2023, and the applicant voluntarily separates from City employment prior to completing four (4) years of employment with the City, the City may:

(1) deduct from the employee's final paycheck (provided the Federal and Michigan minimum wage is paid), and

(2) take offsets from the employee's accrued, unpaid vacation, and any other accrued monies owed to the employee.

Any such deductions or offsets to recoup the cost of the law enforcement academy shall be according to the following scale:

Not more than one (1) year after the date the employee's law enforcement training ended: 100%;

More than one (1) year but less than two (2) years after the date the employee's law enforcement training ended: 75%;

Two (2) years or more but less than three (3) years after the date the employee's law enforcement training ended: 50%;

Three (3) years or more than four (4) years after the date the employee's law enforcement training ended: 25%.

In no event shall the combination of deductions and offsets: (1) exceed the employee's salary for the first year of employment with the Department or (2) not provide the employee with the applicable federal or Michigan minimum wage.

Upon the signing of the agreement between the applicant and the City, the Union shall be given a copy of the agreement. The Union shall not grieve the City's efforts to recoup the training costs, provided that the recoupment is consistent with this Section.

7. Section 10.1 Work Schedule and Work Period. Replace Section 10.1 of the CBA in its entirety with the following:

The workday shall consist of twelve (12) hours and the tour of duty shall consist of eighty four (84) hours within a fourteen (14) day work period. The work period is established and adopted pursuant to FLSA Section 207(k) and 29 CFR 553 and shall coincide with the payroll period. If due to mandated schedule changes, training and/or holidays an officer's pay hours fall between eighty (80) and eighty-four (84) hours for a pay period the officer is not required to make up the difference. If due to mandated schedule changes, training and/or holidays an officer's pay hours

fall short of eighty (80) hours, the officer will have the option of using accumulated compensatory, vacation or short term leave time to make up the difference or with the permission of the shift commander, work the difference on a directed patrol assignment. All hours worked under this circumstance will be paid at the straight time rate. This work schedule will apply to road patrol personnel not assigned to the following positions:

Crime Prevention Officer
Community Police Officer
Investigative Detective
School Resource Officer
Traffic Officer

8. Section 18.18 Clothing Allowance. Replace Section 18.18 of the CBA in its entirety with the following:


Any of the following officers designated by the City to perform the following assignments listed below and operate in plainclothes for such purposes, and who is given this assignment shall receive eight hundred dollars (\$800) per fiscal year for the purchase of plainclothes. Payment will be paid the first payroll date in July and/or pro-rated amount when the officer is first given the assignment. If the Officer is reassigned to the uniform division, the officer will pay back the pro-rated unused portion.

Crime Prevention Officer
Community Police Officer
School Resource Officer
Investigative functions
TNT Special Assignment

CITY OF TRAVERSE CITY

By: E. Vogel
Date: 5/10/24
Elizabeth Vogel, City Manager

**POLICE OFFICERS ASSOCIATION OF
MICHIGAN**

By:  POAM
Date: 4-11-24
Dan Kuhn, Labor Representative