5126

9/30/2000

Garden City

AGREEMENT

Between

CITY OF GARDEN CITY

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

EFFECTIVE October 1, 1997 - September 30, 2000

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

THIS AGREEMENT entered into on this _____ day of _____, 199__ and is effective from October 1, 1997 unless otherwise indicated, and is by and between the CITY OF GARDEN CITY, a Michigan Municipal Corporation, hereinafter referred to as the "Employee" or "City" and POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) representing the Garden City Police Department (Patrol Officers/Detective Unit), hereinafter referred to as the "Union".

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depends upon the Employees ability to continue to provide quality law enforcement service in an efficient manner to the community, the Employer and the Union for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1
RECOGNITION AND REPRESENTATION

1.1: RECOGNITION. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its Police Officers and Detective Sergeants excluding Deputy Chief, Sergeants, Lieutenants, Chief, Office Clerical, Reserve Officers, Dispatchers, and all other employees of the City of Garden City.

1.2: CITY RIGHTS. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Police Department and the employees therein are vested solely and exclusively in the Employer.

1.3: NO DISCRIMINATION. The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality, disability or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

1.4: WORK HOURS. The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

1.5: UNION SECURITY. It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement and cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union.

All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union, shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement and all new employees who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31) days of their date of hire or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All employees covered by this Agreement shall become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement determined by the Union.

The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because or by reason of mistake of fact which were in control of or responsibility of the Union.

1.6: PAYROLL DEDUCTION/HOLD HARMLESS. All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards there of, the provisions of which must conform to the legal requirements imposed by the State law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the financial secretary and remit such amounts to the Union within fifteen (15) days thereafter.

The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union.

1.7: UNION REPRESENTATION. Employees covered by this Agreement shall be represented by one (1) union representative who shall be a regular employee of the bargaining unit.

The Steward or Alternate, during his working hours, without loss of time or pay in accordance with the terms of this Article, may investigate and present a claimed grievance to the Employer upon having received permission from his supervisor to do so. The Supervisor shall grant permission within a reasonable time for such steward to leave his work for these purposes, subject to necessary emergency exceptions. The privilege of such Steward leaving his work during hours without loss of time or pay, is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of this privilege by any Steward or Alternate will subject such employee to disciplinary action. The Steward and/or Alternate will be required to record or otherwise account for time spent in processing grievances.

The Union will furnish the Employer with the names of its Authorized representatives who are employed within the Union including any changes as may occur from time to time.

ARTICLE II
GRIEVANCE PROCEDURE

2.1: DEFINITION. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation under and during the terms and provisions of this Agreement.

2.2: TIME LIMITS/STEPS. A "day" for purposes of this Article shall exclude Saturday, Sunday and Holidays listed in 8.1 of this Agreement.

A "discharge" grievance or any grievance which seeks a monetary remedy shall be initiated in the Second Step within five (5) days of the occurrence of the event upon which the complaint is based or upon which he should be reasonably aware using all due diligence.

FIRST STEP. To be processed under this grievance procedure, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract, when applicable, which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the Deputy Chief or the City's designated alternate within five (5) days after the occurrence of

the event upon which it is based or upon which he should be reasonably aware using all due diligence.

The Deputy Chief or the City's designated alternate shall give a written answer to the aggrieved employee within five (5) days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it.

SECOND STEP. If the grievance has not been settled in the First Step, and the Union wishes to process the grievance further, the Union shall state in writing that the First Step was not acceptable and present the grievance to the Chief of Police or the City's designated alternate within five (5) days. After receipt of the Union's grievance by the Chief of Police or the City's designated alternate he shall arrange a meeting of himself and/or his designated representative and the Union representatives for the purpose of discussing said grievance. Within five (5) days after the meeting, the Chief or the City's designated alternate shall give the Union a written Second Step answer.

THIRD STEP. If the grievance has not been settled in the Second Step and the Union wishes to process the grievance further, the Union shall state in writing that the Second Step was not acceptable and present the grievance to the City Manager within five (5) days. Within five (5) days after receiving the grievance, the City Manager shall give the Union a written Third Step answer.

Optional Step Upon mutual agreement, the parties may submit an unadjusted grievance to advisory arbitration, before a mediator (state or federal) or an agreeable third person. Such advisory opinion shall not be binding upon either party.

FOURTH STEP. If the grievance has not been resolved in the foregoing steps and the Union desire's to process the grievance further, it shall submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Arbitration Rules, then obtaining, providing such submission is made within fifteen (15) days after receipt by the Union of the City Manager's Third Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any 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 his own judgement, to sustain, reverse or modify 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 American Arbitration Association shall be shared equally by the Employer and the Union.

2.3: TIME LIMITS/EXTENSIONS. Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure provided however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

2.4: POLICY GRIEVANCE. Grievances on behalf of the entire Union shall be filed by the Union Steward and shall be processed starting at the Second Step of the grievance procedure.

2.5: ELECTION OF REMEDY. It Is understood and agreed that if any alleged wrong can be interpreted as a violation of this Agreement and/or the provisions of Act 78 of the Public Acts of 1935, as amended, the aggrieved employee or the Union, where applicable, must make an election of remedy. It is further understood and agreed that once an employee and/or the Union initiates a grievance pursuant to the provisions contained in this Article, said procedure shall be the exclusive means of redress from the alleged wrong and the employee and the Union shall be bound by the decision arrived at pursuant to said grievance procedure. It is likewise understood and agreed that the employee and the Union by the act of filing, pursuant to this procedure unqualifiedly waives any rights to procedure or process contained in Act 78 of the Public Acts of 1935, as amended. It is further understood and agreed that if an employee and/or the Union elects the procedures and processes contained in Act 78 of the Public Acts of 1935, as their forum of redress that said forum shall constitute their exclusive source of remedy and the selection thereof shall constitute a waiver by the employee and the Union of any right to procedure or process contained in this grievance procedure.

ARTICLE III
STRIKES AND LOCKOUTS

3.1: NO STRIKES/NO LOCKOUTS. The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

3.2: DISCIPLINE Individual employees or groups of employees who instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other, concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the discretion of the Employer subject to the grievance procedure.

ARTICLE IV
SENIORITY

4.1: DEFINITION/PROBATIONARY PERIOD/SENIORITY LIST. Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his "last hiring date". "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he has not quit, retired or been discharged, for employees hired after ratification of this Agreement. The probationary period shall be a one year period in which the new employee must be actively at work and will not commence until Michigan Law Enforcement Officers Training Council (M.L.E.O.T.C.) certification and completion of the field training officers (FTO) program has been achieved. Employees will be placed on the seniority list after completion of one (1) year probationary period. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absences, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided. Probationary periods may be extended only by mutual agreement of the employee, Union and City and then only when written reasons are given to the employee listing specific reasons for the extension of the probationary period.

If more than one entry level police officer has the same hire date, their seniority order will be the same as the order in which the departmental oral board made recommendations for hire.

4.2: ORDER OF LAYOFF/NOTICE OF LAYOFF. Should a layoff become necessary, all part-time and probationary employees shall be laid off first; thereafter, employees shall be laid off in inverse order of seniority. Notice of layoff shall be given, in writing, at least seven (7) days prior to layoff.

4.3: TERMINATION OF SENIORITY. An employee's seniority shall terminate:

A. If he/she quits, retires or is justifiably discharged.

B. If following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) calendar days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer or, having notified the Employer of his intention to return, fails to do so within ten (10) calendar days after such notice is sent.

C. If he/she is absent for three (3) consecutive regularly scheduled working days without notifying the Chief prior to or within such three (3) day period of a justifiable reason for such absence unless such notification was impossible.

D. When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.

E. If the employee overstays a leave of absence without a valid excuse which required the overstay.

F. If the employee gives a false reason for obtaining a leave of absence.

G. If the employee is retired under the City's Retirement plan.

H. If the employee has knowingly falsified pertinent information on his application for employment or pre-employment medical history.

4.4: DEFINITION "REGULAR"/"PERMANENT". As used herein, a regular employee is one who is not part-time or seasonal employee or a person who is in the reserve. A "permanent" employee is a full-time employee who has passed the probationary period.

ARTICLE V
LEAVES OF ABSENCE

5.1: PERSONAL LEAVE. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days, without pay and without loss of seniority to an employee who

has completed his probationary period, provided, in the judgment of the Chief such employee can be spared from work.

5.2: DISABILITY LEAVE. An employee who, because of illness or accident, other than illness or accident compensable under the Michigan Worker's Compensation Laws, is physically unable to report for work shall be given leave of absence not to exceed one (1) year provided he promptly notified the Employer of the necessity therefor and provided further that he supplied the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave, but at no time shall said leave exceed one (1) year. If at the conclusion of said one (1) year period the employee is still medically incapable of performing his duties he shall be given an additional leave of not to exceed one (1) year provided he provides medical certification for the necessity of said extension.

5.3: MILITARY LEAVE/REINSTATEMENT. A regular employee who enters the Military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave or absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

5.4: PAID FUNERAL LEAVE. Regular employees shall receive the amount of pay they would have received on a regular eight (8) hour straight-time basis for each day necessarily lost during their normal scheduled work week not to exceed four (4) days to make arrangements for and attend the funeral of a member of their Immediate family if the funeral is being held within a three hundred (300) mile radius of the City of Garden City. One (1) additional day shall be allowed if the funeral is being held at a location greater than a three hundred (300) mile radius, from the City of Garden City. For purposes of this Section immediate family shall be defined as an employee's current spouse, children, parents or step-parent but not both, brother, sister or parents-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Chief as soon as possible of the necessity of such absence, must attend the funeral and, if requested by the Chief, must present reasonable proof of death, relationship and attendance.

A. Subject to the provisions and qualifications set forth above, qualified employees shall be allowed up to three (3) days leave to make arrangements for and attend the funeral of a brother-in-law, sister-in-law, grandparent or grandchild.

B. Subject to the provisions and qualifications set forth above, qualified employees shall be allowed one (1) day leave to attend the funeral of an aunt or uncle.

Probationary employees will be entitled to the above leave time subject to the above provisions. If the employee does not successfully complete his probationary period, the pay received for these days will be deducted from monies due him/her and the probationary employee shall sign a written authorization for such payroll deduction prior to receipt of paid funeral leave.

5.5: PAID PERSONAL BUSINESS LEAVE DAYS. A full-time employee shall be allowed three (3) personal business leave days per year with pay provided he requests same three (3) regularly scheduled shift, days in advance of the requested time off. These days shall accrue on the anniversary of the employee's employment with the City of Garden City. If an employee does not complete his probationary period and has taken personal business leave days with pay, the pay for these days shall be repaid by payroll deduction.

Paid personal business leave days shall not be denied if same are requested three (3) regularly scheduled shift days or more in advance of the requested time off (shall not include Christmas Eve, Christmas Day, New Year's Eve, New Year's Day).

Personal days can be taken in four (4) hour or eight (8) hour segments.

A day's pay for purposes of this Section shall be equal to eight (8) hours pay at the employee's regular straight time hourly rate.

5.6: PAID SEMINAR TIME. If needs of the Department are not impaired and on thirty (30) calendar days written notice to the Chief prior to the seminar, up to a total of forty-eight (48) paid hours per contract year (total of forty-eight (48) hours combined) are provided for the Steward and/or- alternate Steward to attend seminar(s). Forty-eight (48) hours will be allocated as determined by the Union. This allowance shall not hold over from year to year.

ARTICLE VI
HOURS

6.1: NORMAL WORK DAY/NORMAL WORK WEEK. The normal work day shall consist of eight (8) hours per day. The normal work week shall average forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day.

6.2: PREMIUM PAY. Time and one-half (1-1/2) an employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any work day and all hours worked in excess of his regularly scheduled work week.

A. Prerequisite to working any overtime is the then present ability and detailed knowledge to satisfactorily perform the required work. When overtime work is scheduled, the employer will endeavor to give the employees involved reasonable advance notice, and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practical among employees in the same classification and division where the overtime work occurs.

B. An overtime list shall be maintained in each division listing the overtime hours worked and hours offered and refused. For purposes of overtime, the divisions shall be Patrol, Detective, and Traffic.

It is understood and agreed that in emergency situations employees with special skills may be temporarily utilized outside of their classification or division. When overtime results, these hours shall be charged on the employee's regular overtime list.

C. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time hourly basis immediately prior to the overtime period, it shall not be subject to an overtime call and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

D. It is understood and agreed that under certain circumstances it will be necessary to require employees to work overtime. In the event of scheduled overtime employees will be given as much advance notice as is reasonably possible. When it becomes necessary to call overtime, the order of call shall be lowest employee on the list first, then next lowest and so on..., until the need is filled. However, it is understood and agreed that if the first employee contacted refuses the overtime then he/she is, ordered to work. The employer making the call shall continue down the list seeking a volunteer. If a volunteer is

obtained, the employer making the call shall make a reasonable effort to cancel the ordered employee.

E. In the event that unscheduled overtime arises for the following shift, the first four (4) hours shall be offered first to the employees currently working, based on their respective positions on the overtime list. The first employee who is offered and refuses the overtime shall be subject to the "Ordered-In" procedure (section d.). The second four (4) hours, if necessary, shall be filled by the regular call-in procedure.

If the overtime needs are not filled from the employees presently working, the call-in shall revert to the regular overtime call-in list.

All overtime hours offered and worked or refused shall be charged to the employee in the overtime book.

F. While an employee is on suspension, they shall not be eligible for nor be offered overtime opportunities.

If an employee is on any type of disability leave in excess of thirty (30) calendar days, he/she shall be removed from and averaged back into the overtime list upon return to full duty.

6.3: OVERTIME PAY. Overtime pay due an employee shall be paid with no more than a one (1) pay period hold back.

6.4: COMPENSATORY TIME OFF OPTION. At the employee's option, paid hours credited for overtime or attendance at training courses under present practice, may be taken in pay or by use of compensatory time off, with specific time off subject to the Chiefs permission.

Compensatory time off may be used in segments of not less than two (2), hours.

Call back is subject to the same requirements as those of a single furlough day, section 9.6.

If compensatory time is used alone or in conjunction with other paid time off in a single segment of one (1) regular work week, no call back, shall be in effect.

Compensatory time off can be accumulated up to forty-eight (48) hours except as greater accumulation may be allowed by the City, based on special circumstances. When compensatory time exceeds forty-eight (48) hours accumulative, such time shall be paid to the entitled employee(s) at current salary rates. It is permitted based on mutual agreement between the employees to transfer compensatory time from one employee to another.

6.5: Employees scheduled to work and who do work the midnight shift during the daylight savings time change, shall be paid eight (8) hours at their regular rate of pay.

ARTICLE VII
WAGES

7.1: APPENDIX "A" REFERENCE. The job classification, rate ranges and incremental steps applicable thereto are set forth in Appendix "A" attached hereto and by this reference made a part thereof.

7.2: NEW JOB CLASSIFICATION. If, during the life of this Agreement, a new job classification is created or a significant change in an existing job classification is made, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications offered by this Agreement, the Union shall have the right, within thirty (30) calendar days after if has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shalt become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union served notice on the employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Third Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created. The job duties shall be discussed with the Union prior to implementation of the new job.

7.3: FAIR DAYS WORK: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement employees shall be required, as a condition of continued employment, to render fair day's work for the employer.

Any person who fails to become re-certified in radar or breathalyzer shall be required to attend any subsequent training and re-certification procedures.

7.4: CALL-IN PAY. When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than three (3) hours of pay at time and one-half (1-1/2) his regular straight time hourly rate or shall be paid, for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater.

The three (3) hour call-in provision shall not apply to officers called into court or Civil appearance one (1) hour or less prior to their regularly scheduled starting times.

Call-in time to sign a complaint shall be paid at a minimum of two (2) hours at time and one-half (1-1/2) or actual time spent at time and one-half (1-1/2) whichever is greater.

7.5: COURT TIME. When, as a result of performing his duties as a police officer, an employee is required to make a court appearance or an appearance before on administrative agency during off duty hours, the employee shall be paid for a minimum of three (3) hours, except appearances in District Court #21 (Garden City) shall be limited to a minimum of two (2) hours, at time and one-half (1-1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1-1/2) rate of pay, whichever is greater. An employees regularly hourly rate of pay shall be determined by dividing his annual salary by 2,080. As a condition of receiving such payment the employee shall assign his court appearance fee to the employer. For purposes of this Section, "actual time necessarily spent" shall include holdover time for officers who completed their regular shift, at 7:00 a.m. and are required to report to court at 9:00 a.m.

When, as a result of performing his duties as a police officer, an employee is required by judicial process to make an appearance in a civil proceeding, such employee should be paid, for a minimum of three (3) hours at one and one-half (1-1/2) times his regular rate of pay or for actual time necessarily spent at such civil proceeding at one and one-half (1-1/2) times his regular rate of pay, whichever is higher. As a condition of receiving such payment, the employee shall assign his appearance fee to the employer. This paragraph shall not apply if the interest of such employee is adverse to the interest of the City.

Officers assigned for court appearances held over from 7:00 a.m. to 9:00 a.m. may be worked from 7:00 a.m. to 8:00 a.m. and be off from 8:00 a.m. to 9:00 a.m. for preparation of cases.

7.6: RIOT DUTY. An employee who is assigned to riot duty shall receive pay at the rate of two (2) times his regular straight time hourly rate for all hours actually worked on said riot duty.

ARTICLE VIII
HOLIDAYS

8.1: LIST OF HOLIDAYS. The following days shall be recognized as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day.

8.2: HOLIDAY PAY. Qualified employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each holiday or day celebrated as such.

8.3: QUALIFICATIONS. To quality for holiday pay under this article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work, the last day he was scheduled to work before the holiday and the next day following such holiday except in cases where, the employee is on excused leave of absence. Such leave shall exclude individual sick days, but shall include extended sick leave which is defined as four or more consecutive work days. Time off on workers compensation shall be considered time worked for qualification for holiday pay.

8.4: WORKED HOLIDAY. When an eligible employee works on any day celebrated as one of the above specified holidays, he shall be paid one and one-half (1-1/2) times his straight time hourly rate for the hours so worked in addition to the holiday pay.

When an eligible employee is called in on a holiday as specified herein for which he had not been previously scheduled, he shall be paid at two (2) times his regular straight time hourly rate for actual time worked in addition to the holiday pay.

8.5: BONA FIDE EXCUSE. If an employee is scheduled to work a holiday and without a bona fide excuse does not work it or if an employee accepts a holiday work assignment and without a bona fide excuse does not work it, such employee shall forfeit his holiday pay for such day.

8.6: Holiday pay shall be paid in a lump sum payment during the first week of December.

ARTICLE IX
PAID VACATIONS

9.1: CONTINUOUS SERVICE PAY. Employees who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary date of their employment by the City, shall be eligible for vacation with pay in accordance with the following schedule:

A. An employee who, as of the anniversary date of his/her employment, has completed one (1) but less than five (5) years of continuous service with the City since his last hiring date shall receive twelve (12) days of vacation with pay.

B. An employee who as of the anniversary date of his/her employment, has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive eighteen (18) days of vacation with pay.

C. An employee who, as of the anniversary date of his employment, has completed ten (10) years of continuous service with the City since his last hiring date shall receive twenty-four (24) days of vacation with pay.

D. An employee who as of the anniversary date of his employment has completed fifteen (15) years of continuous service with the City since his last hiring date shall receive twenty-five (25) days of vacation with pay.

At eighteen (18) years of continuous service twenty-six (26) days of vacation with pay.

At twenty (20) years Of continuous service twenty-seven (27) days of vacation with pay.

9.2: VACATION PAY. A day of vacation pay as provided for in 9.1 above shall equal eight (8) hours of pay at the employee's straight time hourly rate of pay at the time the employee takes his vacation.

9.3: VACATION TIME OFF. The Chief shall determine the number of employees who are to be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and work load requirements as determined by the Chief. Vacation leave shall be granted giving preference to the seniority of employees. In the event two (2) or more employees desire the same vacation date, and

it is determined by the Chief that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his/her vacation, employees must make application in writing by the fifteenth (15th) of the month preceding the month when they desire their vacation.

9.4: PAY ENTITLEMENT ON QUIT OR DISCHARGE. If an employee, who is otherwise eligible for vacation with pay quits, after giving a fourteen, (14) day notice to the Chief, or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. If an employee with one (1) year seniority or more quits, after giving a fourteen (14) day notice to the Chief, prior to the anniversary date upon which he would be qualified for a vacation with pay, he will be entitled to vacation pay on a pro-rata basis figured on the number of hours such employee actually worked as compared with full-time employment during the vacation anniversary year. If an employee quits with less than one (1) year's seniority or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled for any portion of the vacation pay for which he would have qualified on such anniversary date.

9.5: VACATION ACCUMULATION. No vacation time off, in excess of five (5) days, shall be accumulative from year-to-year, unless approved by the Employer.

9.6: INDIVIDUAL VACATION DAYS. Employees shall be allowed to take vacation leave days one (1) at a time provided they make application for said leave seventy-two (72) hours in advance of the desired day and said day will not result in shorting a shift of the necessary manpower and provided further said employee shall be subject to call-back or cancellation of said leave day in emergencies or when due to illness or injury a manpower shortages exists on said day. If an employee is called into work on a leave day pursuant to this Section, the call-in provision of 7.4, Article VII of this Agreement, shalt not apply.

Vacation days can be used in four (4) hour or eight (8) hour segments.

ARTICLE X
PAID SICK LEAVE

10.1: ACQUIRED. For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

10.2: MAXIMUM ACCUMULATION. All regular full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with the employer, with a maximum accumulation of sixty (60) days.

10.3: QUALIFICATION. In order to qualify for sick leave payments, the employee must report to his supervisor not later than one (1) hour before his normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

A. In order to accumulate sick leave for any given month, the employee must actually work fifteen (15) or more days in said month or be on an excused paid leave (excluding sick and accident benefits).

B. In order to quality for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate, attesting to the employee's inability to work because of bona fide sickness or injury, upon return to duty if requested by the Chief.

C. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Employees from date of hire through completion of probationary period may use sick leave with the Chiefs approval and shall furnish a signed doctor's certificate if requested by the Chief. If the employee does not successfully complete his probationary period, the pay received for sick leave day shall be deducted from monies due him/her and the probationary employee shall sign a written authorization for such payroll deduction prior to receipt of paid sick leave.

10.4: USE OF PAID SICK LEAVE. Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated bank in the following situations:

A. When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.

B. When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City and which is compensable, under the Michigan Workers Compensation Act, after the first day of absence necessitated thereby, the City shall make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked excluding any premium payments for a period of not to exceed one hundred and four (104) weeks.

If on June 30 of any year an employee(s) has used six (6) or fewer paid sick leave days, then and in that event, such employee(s) at his option exercised within thirty (30) days after June 30, may cash out up to six (6) sick leave days earned in such contract year by the payment of sixty percent (60%) of the June 30 value of such days. Upon such payment, the earned but unused sick leave days, up to six (6) shall be canceled and have no further value. Earned sick leave days not used or cashed out, shall be added to the employee's bank.

10.5: PAY FOR SICK LEAVE. It an employee retires, pursuant-to the City's Retirement Program quits after fourteen (14) day notice to the Chief, or dies, the employee or his estate shall be entitled to be paid fifty percent (50%) of his accumulated unused paid sick leave credits. If an employee is discharged, he shall not be entitled to payment of any portion of his accumulated paid sick leave.

If an employee is killed in the line of duty, his estate shall receive one hundred percent (100%) of his accumulated sick bank, regardless of length of service.

If on June 30 of any year an employee has accumulated in excess of sixty (60) days of earned but unused sick leave days, the excess days over sixty (60) shall be paid at one-half (12) day's pay for each such extra day. Upon such payment, the extra days over sixty (60) shall be retired and have no further value.

ARTICLE XI
SHIFT PREMIUMS

11.1: AMOUNT OF PREMIUM/DEFINITION OF SHIFTS. A shift premium of eighteen cents (.18) per hour shall be paid to all employees who are scheduled to work the afternoon shift for all hours they actually worked on that shift. A shift premium of thirty-six cents (.36) per hour shall be paid to all employees who are scheduled to work the midnight shift for all hours actually worked on that shift. The afternoon shift shall be defined as any shift which starts between the hours of eleven o'clock (11:00) a.m. and seven o'clock (7:00) p.m. The midnight shift shall be defined as any shift which starts between the hours of seven (7:00) p.m. and four o'clock (4:00) a.m. on any given day.

ARTICLE XII
LONGEVITY PAY

12.1: COMPUTATION. Permanent full-time employees, who, as of the anniversary date of their employment, have completed one (1) or more years of continuous employment with the City since their last hiring date shall receive in a lump sum payment made on or before December 1 of each year, a longevity bonus of thirty-five dollars ($35.00) per year for each year of continuous service, provided however, that no such longevity bonus shall exceed six hundred and fifty dollars ($650.00).

ARTICLE XIII
INSURANCE

13.1: HOSPITAL/ MEDICAL/ SURGICAL/ MASTER MEDICAL & PDP. The City shall provide full family coverage for all employees through Michigan Blue Cross/Blue Shield Hospital Medical Blue Preferred Insurance Plan, MVF-2, with semi-private room accommodations, with the Predetermination Program. In addition, the Master Medical and Prescription Drug Program with a three dollar ($3.00) Co-Pay shall be included and the City shall pay all premium costs for such coverage. Employees hired prior to October 1, 1990 may at their option carry the traditional coverage by paying the difference in the monthly premiums between the Blue Preferred and traditional plan through payroll deduction. This selection can be made with the initial contract change and on an annual basis during our re-opening date. From date hereof, the City shall also provide said coverage under the traditional plan for disability retirees under Article XIV of the City Charter.

The City, at its option and at no increased cost to it, may offer hospitalization/medical coverage through Blue Cross/Blue Shield Health Maintenance Organization (HMO) at City cost in lieu

of the hospitalization insurance provided herein. If an employee selects the option of a provided HMO, it will be deemed that the City has fulfilled its obligation under this section. Once an employee has selected an offered hospitalization/medical coverage option, no change can be made until the next re-opening date.

The City shall provide hospitalization coverage for the family of an employee killed in the line of duty until the spouse remarries.

The City is not obligated to provide duplicate coverage if equivalent insurance is provided by a national or state health insurance plan.

13.1a: RETIREE INSURANCE. Effective on and after October 1, 1997 and for retirees retiring on and after such date at age fifty-five (55) or with twenty-five (25) years of service, the City will furnish full hospitalization and medical coverage to the extent provided herein and to the retirees spouse and dependents hospital/medical/surgical insurance coverage, MVF-2, 365 day coverage with semi-private room accommodations, Master Medical $50/100 deductible 80/20 co-pay, and including a prescription rider with a five dollar ($5.00) co-pay (or equivalent insurance from another carrier). At age sixty-five (65) an eligible retiree and eligible spouse must subscribe and pay the cost of Part B Medicare. At age sixty-five (65) an eligible and entitled employee and spouse under this section shall be covered by the basic Blue Cross/Blue Shield Medicare Complimentary coverage or an equivalent insurance. If retiree precedes his/her spouse in death, spouse would be covered unless remarried.

Insurance - provided hereunder shall not duplicate any other, hospital/medical/surgical Insurance to which such eligible retiree is entitled.

13.2: Duplicate Insurance Waiver Option. In the event an employee has alternative/duplicate group hospital/medical/surgical insurance coverage such employee at his/her option and after written waiver of the above insurance, shall receive $100.00 monthly during the term of the waiver in lieu of such insurance. Reinstatement of group hospital/medical/surgical insurance coverage shall be available each October 1st. However, insurance coverage under this article may be reinstated immediately upon proof of loss of alternative/duplicate coverage.

13.3: TERM LIFE. Effective July 1, 1981, the employer agrees to provide each bargaining unit employee with a twenty thousand dollar ($20,000.00) term life insurance policy and to provide all retired employees with a five thousand dollars (5,000) term life Insurance policy.

13.4: PAID DENTAL/OPTICAL PLAN.

A. PAID DENTAL PLAN. The City will pay the full cost of single, two person or family, as applicable, Blue Cross/Blue Shield Dental coverage. The Dental Plan shall provide benefits on a co-pay of 75/50/50 one thousand dollar ($1,000) maximum per covered person benefit coverage shall be in accordance with the dental insurance contract between Blue Cross/Blue Shield and the city.

B. PAID OPTICAL PLAN. The City will provide Plan B Optical Care through the Co-Op Optical.

13.5: FALSE ARREST INSURANCE. The City agrees, for the duration of this Agreement, to maintain the level of false arrest insurance in effect at the execution of this Agreement ($500,000.00) with an insurance carrier or carriers authorized to transact business in the State of Michigan and contribute toward the premium therefor in the same manner and to the same extent.

13.6: WHEN GROUP INSURANCE BENEFITS START/STOP-FEDERAL OR STATE PROGRAM.

A. Benefits under Sections 1, 2 and 3 of this Article for otherwise eligible new employees will become effective on the first day of the calendar month following ninety (90) calendar days from date of hire.

B. Except as otherwise specifically provided, when work time or seniority is interrupted for the following reasons, insurance coverage under Sections 1, 2 and 3 of this Article shall continue as shown below:

LAYOFF - until the first of the month after ninety (90) calendar days of layoff.
DISCHARGE, QUIT, RETIREMENT - for the balance of the month in which discharge; quit or retirement occurs.

PERSONAL LEAVE OF ABSENCE - until the first of the next month following date of leave of absence.

If an employee is disabled for occupational or non-occupational reasons, group term life insurance and Blue Cross/Blue Shield Insurance shall continue, at the City expense, for the period of such disability.

C. If a Federal or State insurance program provides benefits which duplicate the benefits provided by the City under group insurance policies currently in effect under this Article or Article X, it is the intent of the parties that a special conference be held to negotiate the effects of same and coverage to be provided.

13.7: SICKNESS & ACCIDENT INSURANCE. The City agrees to provide, for each full-time employee, Sickness and Accident Insurance or self-insurance if the employer so elects, which, payable second day of accident, ninth day of sickness, shall provide a benefit of sixty-five percent (65%) of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific details, limitations and conditions are to be governed by the policy or the employer's policy in the case of self-insurance, which shall not be more stringent than the existing policy conditions.

An employee may, at his option, use three and one-half (3-1/2) sick days per two (2) week pay period in conjunction with this weekly benefit to achieve one-hundred (100%) percent pay. After use of paid sick days is exhausted, other banked paid time may be used. In this event, all benefits, including pension crediting, shall continue. During the eight (8) calendar day waiting period, an employee may use necessary earned but unused sick days. However, money paid for time off from work shall not exceed amounts which would be paid if the employee were working under his regular work schedule.

ARTICLE XIV
PAY FOR WEAPON PROFICIENCY

14.1: QUALIFICATIONS FOR PAY. It is understood and agreed that the safety of the officers and the citizens of the community depends upon each officer's ability to effectively and skillfully utilize his weapon. It Is likewise understood and agreed that to obtain and maintain the necessary weapon proficiency and skill each officer must devote his own-time and energies, in proportion to his individual need, in practice. Therefore, for employees who qualify, a weapon proficiency allowance shall be paid in accordance with the following provisions:

A. Between April 1 and June 30 of each year every officer shall demonstrate his weapon proficiency by qualifying in accordance with a standardized test established by the Chief and a two man committee designated by the Union. If the Chief and the Committee cannot agree on a standardized test then the Chief and the Committee shall submit their respective proposed test to arbitration pursuant to

Article II, Section 2, Fourth Step of the grievance procedure contained in this Agreement.

B. Sufficient range time shall be made available for practice and all practice shall be performed on the officer's own time. However, the City shall provide fifty (50) rounds of ammunition of a caliber which coincides with the department issued standardized weapon to each officer each month for practice purposes provided said officer returns empty used brass shell casings of each round previously issued.

C. Actual qualification shoot shall be taken at a time designated by the Chief and said qualification shoot shall be taken during the officer's regular scheduled working hours. However, it is understood and agreed that the manpower needs of the department necessitates that a reasonable number of officers only shall be allowed to qualify on any given shift on any given day.

D. For those officers who qualify, in accordance with the standards established pursuant to the procedure set forth in sub-section (a) of this Section, a weapon proficiency allowance of four hundred-fifty dollars ($450.00) shall be payable in one lump sum payment the first pay period after July 1. For those employees who fail to qualify by July 1 of a given year in accordance with the time limits and procedures established in sub-section (a), said employees shall be given an additional sixty (60) calendar days in which to qualify during which time the range officer shall give said non-qualifying officer additional instruction. If an officer fails to quality during said sixty (60) day extension period he shall not be entitled to receive any portion of the weapon proficiency allowance for said year. If the non-qualifying officer qualifies during said sixty (60) day period he shall receive a weapon proficiency allowance of three hundred dollars ($300.00) during the month of September.

E. New employees who have successfully completed legally required, training and receive their certificate during the period from July 1 to June 30 of any given year shall be presumed qualified as the result of said training and shall not be required to qualify during said year but shall qualify in all subsequent years.

F. An employee who due to illness, or accidental injury, is unable to quality pursuant to subsection (a) hereof shall, upon return to work, be allowed to qualify and upon said qualification shall receive the weapon proficiency allowance of four hundred fifty dollars ($450.00).

G. If an employee quits, retires or is discharged prior to serving one (1) year from the payment of the weapon proficiency payment he shall repay by payroll deduction one-twelfth (1/12) of such weapon proficiency payment for each month of work short of twelve (12) months work from the payment of the weapon proficiency payment.

ARTICLE XV
GENERAL

15.1: RULES AND REGULATIONS. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

15.2: BULLETIN BOARD. The Employer will provide a bulletin board for the department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

15.3: BARGAINING UNIT WORK/PAST PRACTICE. Nothing contained in this Agreement shall be construed to in any way restrict or limit management and supervisory employees from performing bargaining unit work in the same manner and to the same extent as management and supervisory employees performed such Work prior to the execution of this Agreement. It is understood and agreed that this Section shall be applied and interpreted consistent with Article VI, 6.2 (b) of this Agreement.

15.4: SUBCONTRACT WORK. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economic basis.

15.5: TUITION REIMBURSEMENT. For permanent full-time employees who have completed their probationary period, the City agrees to reimburse any tuition payments which are not payable by any other organization, made by said employee for approved courses taken at any accredited college or university. In order to quality for tuition reimbursement, the employee must receive approval of the courses before enrollment and said course or courses must be job related or a course necessary to the achievement of a job related degree. To qualify for tuition reimbursement, the employee must pass the approved course with credit, if credit is offered and furnish grade marks and receipts upon completion of the course.

15.6: RESIDENCY. All employees hired after the execution of this Agreement and all present employees who do not live within a fifteen (15) mile radius from Henry Ruff and Ford Road, must within six (6) months after completion of their probationary period, or the execution of this Agreement, whichever is sooner, move within the fifteen (15) mile radius and live within said boundaries for the duration of their employment. All present employees who live within the fifteen (15) mile radius must, as a condition of continued employment, continue to live within those boundaries. Residency herein is subject to 312 arbitration as agreed between the parties.

If the fifteen (15) mile radius includes part of, a municipality it shall be deemed to include the entire municipality.

15.7: CLOTHING ALLOWANCE. Each employee shall receive a clothing allowance of five hundred dollars ($500.00) annually, payable on the first pay period after July 1. If an employee quits, retires or is discharged prior to serving one (1) year from the payment of the clothing allowance, he shall repay, by payroll deduction, one-twelfth (1/12) of such clothing allowance for each month of work short of (12) months work from the payment of the clothing allowance.

15.8. PHYSICAL CONDITION. The Employer reserves the right to suspend or discharge employees who are not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings then the employee, at his own expense, may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and Union. In the event an employee's' seniority is terminated pursuant to this article he shall be afforded the opportunity to apply for and the City will

attempt to place him in a position with another department within the City and if he is employed by another department he shall retain all accrued benefits.

15.9: STAND-BY DUTY/PAY. An, employee or employees required to be on stand-by duty shall receive three (3) hours pay at their regular straight time hourly rate for each twenty-four (24) hours of standby. Each employee required to be on stand-by shall, during said stand-by period, remain available for immediate active duty.

15.10: INVALIDITY. 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 it 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 provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

15.11: WAIVER OF BARGAINING. 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 Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, even though such subjects 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.

15.12: WRITING REQUIRED/ENTIRE AGREEMENT. No agreement or understanding contrary to the collective bargaining agreement, nor any 'alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding on the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings and arrangements heretofore existing.

15.13: ACT 78. The provisions of Act 78 of the Public Acts of 1935, as amended, shall apply In all matters delineated therein to include but not- limited to layoff, recall, promotion, transfer,

hiring procedures, discharge, suspension from duty and reduction in pay. The procedures contained in said Act shall be the sole means of redress for any alleged violation of the procedures contained therein. It is likewise understood and agreed that once an employee commences an action pursuant to said Act he shall be bound by said procedure and the ultimate decision reached pursuant thereto and shall have no right to process under the grievance procedure in this Agreement.

15.14: HAIR. Moderate hair lengths will be permitted, but must be neatly trimmed so that it does not interfere with the proper wearing of the uniform hat or helmet. The hair shall be trimmed on the sides and the back of the head in such a manner that it will not extend over one-half (½) of the ears, or hang over the back of the uniform collar more than one inch (1").

MUSTACHES - will be permitted but extreme styles will not be permitted. Mustaches will be neatly trimmed and shall not extend beyond one inch (1") below the corners of the mouth. Beards or goatees will not be permitted or handlebar mustaches are not allowed.

SIDEBURNS - Extreme styles or lengths shall not be allowed. The sideburns shall not extend below the bottom of the ear lobe. Extreme flares, onto the cheeks, will not be permitted. Extreme would be anything over two inches (2") from the ear.

15.15: TRADING LEAVE DAYS. Employees shall be permitted to voluntarily trade leave days and shifts with other employees as long as said trade is made after notice to and permission of the shift commander. Shift trades may be made in eight (8) hour segments or a month at a time.

15.16: PAYCHECK STUBS. The paycheck stubs of employees shall be itemized showing base pay, overtime and all such related items as can be accommodated by the City's payroll system.

15.17: BENEFIT ELIGIBILITY/PRO-RATA BENEFITS. If an employee does not actually perform work for seventy percent (70%) of the hours for which he would ordinarily be scheduled in the one (1) calendar year period immediately prior to the recorded accumulation or payment of any of the following benefits:

1. ARTICLE V, Section 5 - Personal Business Leave Days
2. ARTICLE IX - Vacations
3. ARTICLE XIV - Weapon Proficiency
4. ARTICLE XV, Section 7 - Clothing Allowance
5. ARTICLE XII - Longevity Pay

Then such benefits shall be calculated on a pro-rata basis figured as a percent which the actual hours worked bear to

2,080 in such calendar year. Actually performed work under this Section shall include paid time for Vacations, Holidays and Personal Business Leave Days, and paid time off where the employee is paid one hundred percent (100%) of his straight time as if worked.

15.18: RESERVES.

A. Where reserve officers are utilized by the City, they will be supervised by a full-time patrolman at a ratio of three (3) reserves to one (1) patrolman, except that such ratio shall not apply to special functions where the chance of trouble is minimal.

If there is a lay off of employees in the Patrol Unit, reserves shall not be used.

B. Regular assigned unit work shall not be assigned to reserves. Present practice shall be a guide to this paragraph.

15.19: GENDER. Use of the male gender in this Agreement shall, except as the context otherwise requires, be deemed to include the female gender.

15.20: The Union shall notify the Chief, in writing, of the name of the Steward and once so designated, the Chief may rely on the written designation until a written change has been effected.

15.21: Employees who attend school at the request of the Employer and outside of Garden City will normally be provided with transportation. If transportation is not provided, the affected employees will be paid mileage at $.175 per mile for use of the Employee's vehicle.

15.22: Except for disciplinary suspension in excess of ten (10) days, an employee shall not serve a suspension for infraction of Department rules until after completion of grievance procedure is waived.

15.23: FIXED SHIFTS.

A. Fixed shifts are to be placed in effect. The City will make up shifts, including relief shifts if necessary. If no employee(s) bid to a relief shift, the City may assign employees on the basis of junior seniority.

B. The City shall post shift make-up lists for preference bids on the first day of October and preference bids must be registered by the fifteenth

(15th) day of October to quality for shift preference. Employees who do not register a bid on time shall be assigned a shift.

The City shall post the shift schedules by classification for the following twelve (12) month period by the first day of November.

Shifts shall be balanced, regardless of preference bids, as follows:

Day Shifts. Shall have a minimum of two (2) patrol officers with three (3) years seniority.

Afternoon Shifts. Shall have a minimum of three (3) patrol officers with three (3) years seniority.

Midnight Shifts. Shall have a, minimum of three (3) patrol officers with three (3) years seniority.

An officer may be considered to have three years of seniority for purposes of shift balancing if: (1) the officer has completed the one year probation period, and/or receives a recommendation from his or her supervisors; (2) the officer has two previous years of full-time employment as a certified police officer.

C. Shift preference shall be awarded by time in pay grade, probationary employees shall not have a shift bid and are subject to shift assignment by management

D. Primary shift assignments shall be for twelve (12) months duration, then rebidding shall occur by the method used for the initial bid, with equitable work hour adjustments as required. At time of bidding, choice of available leave days is confined to those available on the new shift.

E. Involuntary removal from shift assignment, for reasons of misconduct, shall not occur until discipline including disciplinary layoffs has been used.

15.24: PHYSICAL FITNESS. The undersigned agree that a voluntary physical fitness program will be examined for implementation under terms, conditions and incentives as the parties may agree both the City and the Union will make themselves available for discussions looking toward fitness and exercise as a worthwhile objective.

15.25: DOUBLE CARS. With the exception of the day shift, in the event that a shift has five regular patrolman on duty (excluding traffic) a double car shall be used on said shift. Command officers shall not be included in the five men nor shall they be used to make up the double car.

ARTICLE XVI
RETIREMENT

16.1: RETIREMENT SYSTEM, SECTION 9, AVERAGE FINAL COMPENSATION DEFINED. For employees retiring on and after October 1, 1993, provision shall be made that average final compensation shall be the average of the highest final average earnings as defined in Article XVI, Section 16.6 paid a member (employee) by the City during a period of three (3) years of credited service contained within his ten (10) years of credited service rendered immediately preceding his retirement. If a member (employee) has less than three (3) years of credited service his average final compensation shall be the average of total final average earnings paid by the City. In no case shall any member's average final compensation include compensation for overtime.

16.2: ANNUITY WITHDRAWAL. Upon retirement, employee(s) shall have the option of annuity withdrawal from the retirement system of that portion equal to the employee's contribution plus interest. Any member who retires on or after July 1, 1986 pursuant to Sections 7, 8.1, 8.2 10 and 12 of the Retirement System Ordnance, may elect to receive a refund of all or part of his accumulated contributions (including interest) standing to his credit in the Pension Savings Fund at the effective date of his retirement. A member terminating City employment with a pension payable pursuant to Section 36.29 may elect to receive a refund of all or part of his accumulated contributions on his effective date of benefit commencement. Provided, however, that any member withdrawing his accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon election of this refund provision, the retiring member's Straight Life Pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table and interest rate, as published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement.

16.3: DUTY DISABILITY RETIREMENT. A member who retires before attainment of his voluntary retirement age because of a duty disability, shall receive a disability annuity of two-thirds (2/3) of his final average compensation until he is eligible for normal retirement at which time he shall be given service credit for the time he received a disability annuity.

16.4: POP-UP RETIREMENT OPTION. Under the Retirement Plan, if a designated beneficiary predeceases the retired member, the reduced pension will "pop-up" to the amount it would have been if a 100 percent or 50 percent Joint and Survivor Option had not been elected. The cost of the "pop-up" will be covered by an adjustment to the option election factors so that a retiring member(s) who chooses Joint and 100 percent Survivor or Joint and 50 percent Survivor will bear the cost and such option shall be at no cost to the City or the Retirement System.

16.5: PURCHASE-OF MILITARY TIME. Employees may purchase military time for the purpose of service time for retirement with the following conditions:

1. Three years is the maximum service that can be purchased.

2. A. Current employee(s) must give intent of purchase within one (1) year of signing the current executed agreement and complete payment within five (5) years.

   B. New employee(s) must give intent of purchase within one (1) year of employment and complete payment within five (5) years.

3. Employee(s) must pay their five percent (5%) portion and the City's normal cost, (i.e. 6-30-89 percentage = 11.23%) based on the last actuarial report available at the time the employee(s) intent to purchase is given using his current base salary for each year purchased.

16.6: FINAL AVERAGE EARNINGS. The following small be included in the final average earnings:

1. Annual Regular Compensation - The employee's annual base salary for regular hours worked per year (based on 2080 hours). Any paid leave time taken to make up the 2080 hours would be included. (For example: sick leave, vacation days, personal days, compensation time, etc.)

2. Longevity - The amount of the employee's annual longevity bonus paid according to Article XII, Section 12.1.

3. Holiday Pay - The eight (8) hours of pay at their regular straight-time hourly rate for each holiday under Article VIII, Section 8.1 they qualify to be paid for.

16.7: FINAL AVERAGE EARNINGS MULTIPLYING FACTOR. Employees who meet eligibility requirements for a pension under the Garden City Employees Retirement System and retire on or after. October 1, 1993 shall receive a pension, called a straight life pension, equal to 2.5 percent of the member's average final compensation multiplied by his years and fraction of a year of credited service for his first 25 years of service, plus 1 percent of the member's average final compensation multiplied by his years of credited service over 25 years. Upon his retirement, he shall have the right to elect an option provided for in the City Charter.

16.8: ANNUAL PENSION ADJUSTMENT. Effective October 1, 1997, the pension escalator for future retirees shall be improved to annual adjustment of 2% compounded. Cumulative adjustment shall not exceed cumulative increase in CPI.

ARTICLE XVII
DURATION OF AGREEMENT

17.1: This Agreement shall become effective as of the first day of October, 1997, except as otherwise designated, and shall remain in full force and effect through the 30th day of September 2000, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration or any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

APPENDIX A

	Effective 10-01-97	Effective 10-01-98	Effective 10-01-99
Detective Sergeant	$47,045	$48,927	$50,395
Patrol Officers:	$43,833	$45,586	$46,954
Hired After 10-01-90:			
3 Years After Completion of Probationary Period	$43,833	$45,586	$46,954
2 Years After-Completion of Probationary Period	$42,195	$43,883	$45,199
1 Year After Completion of Probationary Period	$40,840	$42,474	$43,748
MLEOTC Certified Officers:			
Compl. of Prob. Period:	$37,286	$38,777	$39,940
Start:			
Over 5 Years Experience	$33,290	$34,622	$35,661
3-5 Years Experience	$31,705	$32,973	$33,962
1-3 Years Experience	$30,195	$31,403	$32,345
0-1 Years Experience	$28,757	$29,907	$30,804
Non-Certified Officers:			
Compl. of Probationary Period	$33,935	$35,292	$36,351
Begin. of Probationary Period	$28,757	$29,907	$30,804
Start without MLEOTC Certification	$27,581	$28,684	$29,545

LETTER OF UNDERSTANDING
BETWEEN
CITY OF GARDEN CITY
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN
(DETECTIVE SERGEANTS AND POLICE OFFICERS)

PURCHASE OF RETIREMENT SERVICE CREDIT

The parties agree to the following conditions:

1. POAM (Detective sergeants and police officers) may purchase time needed up to a maximum of twenty-four (24) months of service by paying five percent (5.0%) and the City's normal cost based on the last actuarial report available at the time the employee intends to purchase, using the employee's current base salary for each month purchased. (Monthly base salary shall be determined by dividing the annual salary amount by 12 months).

2. POAM (Detective sergeants and police officers) employee(s) must provide the Personnel office with written intent to purchase such retirement service credit no later than sixty (60) calendar days after ratification of this agreement or June 1, 1998, whichever is sooner.

3. POAM (Detective sergeants and police officers) employee(s) must, at the time of written intent to purchase such service credit, identify their retirement date, which shall be no later than September 30, 1998, unless mutually agreed otherwise by the City Manager and POAM (detective sergeants and police officers) employee.

4. Once intent to purchase and retire is given by the POAM (detective sergeants and police officer) employee and accepted by the City, it shall be irrevocable.

5. POAM (Detective sergeants and police officers) employee must submit the full amount required for the purchase of such service credit no later than 30 days prior to their retirement date and/or authorize payroll deduction as noted in 6 for any amounts necessary to purchase such service credit.

6. To ensure full payment of the amount required for the purchase of such service credit, employee(s) must authorize payroll deduction from their final accrued benefit payment, the amount necessary to purchase such service credit at the time they submit written intent.

FOR POAM (Detective sergeants and police officers)

Michael R. Zindman

Kim Scott

Robert C Weiss 10/15/99

Dated 10/18/99

Ratification date _____

FOR CITY OF GARDEN CITY

James L. Barker, Mayor

Allyson M. Bettis,
City Clerk/Treasurer

POAM - DETECTIVE SERGEANTS AND POLICE OFFICERS
PURCHASE OF RETIREMENT SERVICE CREDIT

Employee:_____ Employee No._____

Classification:_____

Date of Hire:_____ Retirement Date:_____

_____

MONTHS OF SERVICE CREDIT EARNED AT TIME OF INTENT:_____
(must be at least 23 years)

NUMBER OF SERVICE CREDIT MONTHS TO BE PURCHASED:_____
(maximum of 24 months)

CURRENT ANNUAL SALARY: $_____ = MONTHLY SALARY $_____

X (Number of Months to be Purchased)_____

= TOTAL BASE WAGES $_____

CALCULATION

$_____ X 5.0% Employee Contribution = $_____
Total Base Wages

$_____ X _____% City's Normal Cost = $_____
Total Base Wages

(Based on Actuarial Report Dated:_____

TOTAL COST TO EMPLOYEE: $_____

I understand that the total amount of $_____ will be required to purchase additional retirement service credit and hereby authorize payroll deduction for this amount to be deducted from my final payment of accrued benefits, if necessary. Any additional amount to be paid by a means acceptable to the GCERS Board.

By accepting this offer to purchase up to 24 months of service credit, I have herewith submitted by resignation from employment to be effective _____, 1998.

By signing below, I understand that this request is irrevocable and should for any reason, I decide not to purchase this service credit and not submit my pension request to the GCERS Board, it shall be considered as an involuntary and permanent layoff and I give up all future rights to employment with the City of Garden City.

Signature:_____ Dated:_____

Witness:_____ Dated:_____

ACCEPTED FOR THE CITY OF GARDEN CITY BY:

Signature:_____ Dated:_____

Printed Name/Title:_____