

12/31/91

AGREEMENT BETWEEN
LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE
GRAND LEDGE POLICE DEPARTMENT SUPERVISORY UNIT

-AND-

CITY OF GRAND LEDGE MICHIGAN
(Sgt./Corp.)

Grand Lodge, City of

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

EFFECTIVE
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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 198 , by and between the City of Grand Ledge, Michigan, hereinafter referred to as the "Employer", and the Labor Council Michigan Fraternal Order of Police, Grand Ledge Police Department ~~and~~ Supervisory Division, hereinafter referred to as the "Union".

PURPOSE AND INTENT

Section 1. It is recognized by both parties that the best interests of the Employer are of paramount concern and that any labor disputes between the bargaining unit and the City be resolved in an orderly manner without interruption of public services as provided under the provisions of the Agreement.

Section 2. The parties recognize that the interest of the community and the job security of the members of the bargaining unit depend upon the City's success in establishing a proper service to the community.

ARTICLE 1 RECOGNITION

Section 1. The Employer hereby recognizes that the bargaining unit is the sole and exclusive representative and bargaining agent of the employees of the Grand Ledge Police Department. Included in the bargaining unit: are those positions classified as full-time police officers with the rank of Sergeant and Corporal. Excluded from the bargaining unit: are all elected or appointed officials, all part-time employees, supervisory employees, the Chief of Police and all other employees employed in or by the City of Grand Ledge, Michigan.

ARTICLE 2 NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit and there will be no discrimination with respect to conditions of employment.

ARTICLE 3 CAPTIONS

The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

ARTICLE 4 GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5 BARGAINING UNIT RESPONSIBILITIES

The bargaining unit agrees that its members will perform efficient services, and use its best efforts to protect property and interests of the Employer, and will cooperate with the Employer in performance of their duties

ARTICLE 6 EMPLOYMENT APPLICATION

A. All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification.

B. The Employer reserves the right of dismissal upon finding willful omission or intentional falsification of fact on the employment application.

ARTICLE 7 CHANGE IN PERSONAL STATUS

Employees shall notify the Personnel Department of any change of name, address, telephone number, marital status or number of

dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records.

ARTICLE 8 PERFORMANCE EVALUATION

A. The job performance of each individual new employee will be evaluated at twenty (20) days by their immediate supervisor and before completion of five (5) months of employment, and at one (1) year of employment. Thereafter, the job performance of every employee will be evaluated at least once a year, unless it is necessary to document an employee's performance prior to the normal review date.

B. In evaluating job performance, the employee's entire employment record will be considered including: job knowledge, quality and quantity of work and performance factor. The performance evaluation will be reviewed with the employee by his supervisor and/or Department Head. Recommendations for improvement in job performance will be explained to the employee

at this time and he will have an opportunity to discuss his performance.

C. The Employer shall furnish each employee with a copy of the completed performance evaluation. The Employee will sign and date the evaluation. The employees signing of the evaluation only indicates that the employee is in receipt of the evaluation and does not indicate that the employee agrees or disagrees with the evaluation.

ARTICLE 9 ABSENTEEISM

Due to the importance of continuity of public safety, it is necessary that employees work their scheduled working hours according to the schedule prepared by the Employer.

ARTICLE 10 SAFETY REGULATIONS

It will be the responsibility of each employee to report to his supervisor any malfunction of equipment or and unsafe working conditions which he may observe. Failure of an employee to adhere to safety; regulations may be treated as a cause for discipline. The Employer will make all efforts possible to provide a safe working environment for the employees and shall make repairs and/or replacements of malfunctioning equipment within a reasonable period of time.

ARTICLE 11 IRREGULAR PART-TIME

Irregular part-time employees may be used for the purpose of filling in as a result of scheduled absences of regular full-time and part-time employees, and other than this Article, the provisions of this Agreement do not apply to irregular part-time employees.

Scheduled absences are defined as sick leave, vacations and earned time off.

Irregular part-time employees will only be used to fill scheduled absences or to supplement the bargaining unit pursuant to Article 12, SECTION 1(g).

ARTICLE 12 MANAGEMENT'S RIGHTS

Section 1: The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by

employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing:

(a) To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered; the control of materials, tools and equipment to be used; and the discontinuance of any services, materials or methods of operations.

(b) To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment; and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.

(c) To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities and bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Police Department; however, all other subcontracting shall be the object of collective bargaining.

(e) To determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement.

(f) To hire, assign and layoff employees in accordance with the terms of this Agreement; however, all reductions in the workweek or workday or any reduction involving a combination of the length of the workday, workweek and/or layoffs are the objects of collective bargaining.

(g) To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Police Department; however, all other uses of municipal employees to perform bargaining unit work are the objects of collective bargaining.

(h) To determine the work force, assign work and determine the number of employees assigned to operations.

(i) To establish, change, combine or discontinue job classifications, and prescribe and assign the job duties, contents and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining.

(j) To determine lunch, rest periods and cleanup times; the starting and quitting times.

(k) To establish reasonable work schedules.

(l) To adopt, revise and enforce working rules and procedures contained within the Grand Ledge police Department Law Enforcement Procedure Manual.

(m) To transfer, promote and demote employees from one classification, department, or shift to another with just cause.

(n) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and to determine the qualifications and competency of employees to perform available work.

Section 2: The bargaining unit hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitations, implied or otherwise, all matters not specific and expressly limited by this Agreement.

ARTICLE 13 NO STRIKES

Section 1: The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of services performed by employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited by this Section by the Union shall be deemed a violation of their Agreement.

Section 2: The City agrees not to lock out the Union during the life of this Agreement.

ARTICLE 14 WAIVER

Section 1: It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted.

Section 2: The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 3: 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 bargaining unit, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively 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 that they negotiated or signed this Agreement.

ARTICLE 15 FRATERNAL ORDER OF POLICE SECURITY

Section 1: All employees, who on the 15th day following the effective date of this Agreement are members of the Fraternal Order of Police in good standing, and all employees who voluntarily become members thereafter, shall, as a condition of employment, maintain their membership in the Fraternal Order of Police for the duration of this Agreement to the extent of paying the periodic dues uniformly required as a condition of Fraternal Order of Police membership.

Section 2: The Fraternal Order of Police shall promptly furnish the Employer with a list of its members in the bargaining unit on the 15th day after this Agreement is effective.

Section 3: Employees hired, rehired, reinstated or transferred into the bargaining unit and who join the Fraternal Order of Police voluntarily shall likewise be included on a list, which shall promptly be furnished to the Employer.

Section 4: The Fraternal Order of Police, its agents, officers and representatives shall not intimidate or coerce employees to join the Fraternal Order of Police. If a dispute arises as to whether an employee was intimidated or coerced into joining the Fraternal Order of Police, the dispute may be submitted under the established grievance procedure of this contract.

Section 5: All employees who, on the fifteenth (15th) day following the effective date of this Agreement, choose not to abide by Section 1 and Section 3 of this Article, shall as a condition of employment, pay to the Fraternal Order of Police a representation fee as determined by the Fraternal Order of Police and Section 2 and Section 4 and Article XVI entitled "Dues Deduction" shall apply.

ARTICLE 16 DUES DEDUCTION

Section 1: During the life of this Agreement, the Employer will deduct current uniform dues provided that at the time of such deduction there is in the possession of the Employer a current written assignment, executed by the employee, in the form and according to the terms of the authorization form.

Section 2: Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

Section 3: The Employer will deduct current uniform dues from the pay of employees for the last pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee such deduction shall be deducted from the immediate subsequent pay period.

Section 4: The Employer will deduct from the pay of employees in any month only the deductions incurred while an employee has been in the employ of the Employer and only such amounts due and payable in such month.

Section 5:

(a) In the event that a refund is due any employee for any sum deducted from wages and paid to the Fraternal Order of Police, it shall be the responsibility of such employee to obtain appropriate refund from the Fraternal Order of Police, it shall be the responsibility of such employee to obtain appropriate refund from the Fraternal Order of Police.

(be) The Fraternal Order of Police shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for purpose of complying with any of the provisions of this article.

Section 6: All sums deducted by the Employer shall be remitted to Lodge No. 164 of the Fraternal Order of Police; the treasurers name and address shall be transmitted to the City.

Section 7: In the event the Fraternal Order of Police request that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Fraternal Order of Police Constitution; provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Fraternal Order of Police and presented to the Employer prior to the deduction of the newly certified amounts.

Section 8: The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employees next pay in which such deduction is normally deducted after the error has been called to its attention by the employee of the Fraternal Order of Police.

Section 9: The Fraternal Order of Police agrees that at no time will it solicit or collect monies of any kind on Employer time.

ARTICLE 17 SAVE HARMLESS

In the event the Employer, acting on the request of the bargaining unit, discharges or attempts to discharge an employee at the bargaining unit's request, the bargaining unit shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE 18 ACCESS TO POLICE DEPARTMENT PREMISES

Representatives of the Union may enter the Police Department for any proper bargaining unit business, provided they have secured prior permission of the Chief or his designee. In requesting such permission, the Union representatives shall designate the bargaining unit business under consideration. The Chief shall grant permission to the Union to visit the employees for the above limited purpose at a mutually agreeable time and place.

ARTICLE 19 BARGAINING UNIT REPRESENTATION

Section 1: There shall be one (1) Union Steward and one (1) Alternate Steward chosen from among employees in a manner to be determined by the bargaining unit.

The Alternate Steward shall take the place of the Steward in the Steward's absence.

Section 2: The bargaining unit representative shall represent the employees and shall be authorized to resolve grievances on behalf of such employee in any Step of the grievance procedure herein. Such resolutions to grievances shall be final and binding upon the employees in the bargaining unit, however, in no event shall any such resolution or adjustment be contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement between the Employer and the Union.

Section 3: The bargaining unit shall designate to the Employer in writing, the bargaining unit representative, and the Employer

shall not be required to recognize or deal with any employee other than the one so designated.

Section 4: The bargaining unit, in contract negotiations, may be represented by two (2) employee representatives and not to exceed two (2) non-employee representatives.

Only one (1) employee representative will be paid his/her regular pay for negotiations sessions which are held during their scheduled hours.

Section 5: A representative or steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustment may have the privilege revoked.

ARTICLE 20 SPECIAL CONFERENCES

In the interest of sound labor relations between the Bargaining Unit and Employer, special conferences may be held by mutual consent of the Employer and Bargaining Unit for the purpose of exchanging ideas and information pertinent to problems that may arise during the duration of the Collective Bargaining Agreement between the parties.

Agreements and agenda's for such conferences shall be handled by the Chairman of the bargaining unit and the Chief of Police or his designee.

Attendance at such special conferences shall be limited to three (3) representatives of the Employer.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1: A grievance, under this Agreement, is a written dispute, claim or complaint arising under the terms of this Agreement and filed by an authorized representative of the Union.

Section 2: Grievances are limited to matters of interpretation or application of the express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Section 3: The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payments of insurance when error or omission is that of the insurance company and not of the City of Grand Ledge.

Section 4: All grievances must be signed and dated by the aggrieved employee and his representative and must name the sections that are being violated. All grievances must be filed within seven (7) work days after the occurrence of the circumstances giving rise to the grievance, or seven (7) workdays from the time the employee should have reasonably known he had grounds for a grievance; otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist. The definition of work days for purposes of this Article shall be Monday through Friday, excluding Saturday and Sunday.

Section 5: Any employee having a complaint shall first take up the matter with his immediate supervisor. If no satisfactory answer or disposition is received within seven (7) work days, the complaint shall be processed as follows:

STEP ONE. The representative shall, within seven (7) work days after the answer of the immediate supervisor, reduce the matter to written form, stating all facts and details and submit the same to the Chief. The Chief shall, within seven (7) work days, record his disposition in detail on all copies of the grievance form, returning two (2) copies to the Union representative.

STEP TWO. Failing to resolve the issue in the first step, the Union representative shall state the reasons in writing why the answer of the Employer in Step One was not satisfactory and shall then, within seven (7) work days of the Chief's disposition, contact the City Administrator and/or his designated representative to arrange a meeting between the Union representative and the City Administrator and/or his representative to discuss such grievance. This meeting shall be scheduled within ten (10) work days or at a time mutually agreed upon between the parties. If the parties in this Step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided for in this Agreement.

Section 6: Any and all grievances resolved in any step of the grievance procedure as contained herein shall be final. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits shall automatically be closed on the basis of the last disposition.

Section 7: The City shall not be required to pay back wages for periods prior to the time the grievance occurred. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation, for personal services that he may have received, including overtime, and premium pay.

Section 8: Arbitration

Either party may request arbitration of our unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within fifteen (15) work days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure. The parties may agree however, to hold a pre-arbitration meeting between the City Administrator or City Labor Representative and the Bargaining Unit Representative or his/her Designee in an attempt to resolve the grievance. After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) work days or within a longer period if mutually agreed upon, either party may submit the matter to the Bureau of Employment Relations requesting that an arbitrator be selected with assistance and under the rules of the Bureau of Employment Relations.

Grievances involving suspension, demotion, discipline or discharges may be processed through the grievance procedure as outlined herein or appealed as provided for in the Veteran's Preference Act or any other such statutory scheme which provides for the redress of alleged grievances. Whichever procedure is elected shall be binding upon the Employer and Union and shall be preclusive to the other remedy or remedies.

Section 9: The parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitrable form herein established is intended to resolve disputes between the parties only over the interpretations or application of the matters which were specifically covered in this Agreement.

Section 10: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change jobs, or to change rates unless it is provided for in this Agreement.

Section 11: The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award under no circumstances shall be based on other extra

contract matters not specifically incorporated in this Agreement.

Section 12: The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 13: The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members and the employees involved, and the City of Grand Ledge.

ARTICLE 22 HOURS AND RATES OF PAY

Section 1: Employees covered hereby are normally required to be on duty as follows:

- a. Eight (8) consecutive hours during each scheduled work day or;
- b. Ten (10) consecutive hours during each scheduled work day or;
- c. Twelve (12) consecutive hours (in dispatch assignment only) during each scheduled work day.

Note: Supervisory unit employees shall fill in on a 7 PM to 3 AM period when necessary.

The normal work week shall be forty (40) hours, excepting as excused by management.

Section 2: It is anticipated that the needs of the Department may require an officer to work overtime. Overtime is defined as work performed by an officer over and above his normal scheduled work day or work week when authorized by the Department Head. It does include training sessions, consultations with prosecutors and signing of complaints. All officers on duty shall be paid for overtime at the rate of time and one-half (1 1/2) times their

regular hourly rate of pay.

Section 3: Employees covered hereby who are called back to work for reasons other than time spent in court testifying, time spent in signing complaints or official documents or writing reports, shall receive a two (2) hour minimum payment.

When testifying in a competent court of law, work-related hearing, meeting or other police activity while off duty, authorized by the Chief of Police or his designee, an officer shall receive a minimum; of two (2) hours at one and one-half times his regular hourly rate of pay. Fees paid by the court will be returned to the City. Proper documentation must be presented before payment is made. Payment will be made through the normal payroll function.

Section 4: A regularly scheduled shift schedule shall be posted once every thirty (30) days to determine the normal work day for every member of the bargaining unit. Said schedule shall be posted five (5) days prior to its effective date.

Section 5: Payments for overtime and call back time shall not be duplicated for the same hours worked, as heretofore provided. A separate check will be prepared by the Employer for overtime pay.

Section 6: Only an off-duty officer, when required to testify in court as a witness, shall receive overtime pay for court time.

Section 7: Any overtime and/or call back time worked by an employee without the prior authorization of the shift commander will not be compensated for by the terms of this Agreement or any other agreement, it being specifically noted that the authorization of any overtime is discretionary with the shift commander.

Section 8: All employees shall be offered and scheduled an equal number of holidays for which double time pay is paid; however, in the event that an employee does not wish to work on the holiday offered, then that holiday must be offered to the employee with the fewest holidays worked, and in the event that there is more than one employee with the same number of holidays worked, then the opportunity shall be offered to the one with the longest term of employment.

The offering and scheduling of overtime shall be offered on a similar basis as holidays, except when an officer is investigating a case assigned to him/her.

Section 9: All employees covered by this Agreement may have the option to exchange any overtime hours worked for earned-time off hours at the rate of time and one-half (1 1/2) under the following conditions:

- (a) A forty (40) hour accumulation and have up to forty (40) hours on the record books at any one time.
- (b) Any usage or partial usage of accumulated ETO will be charged against the maximum accrual and does not accumulate beyond forty (40) hours.
- (c) The ETO option will be made within the pay period that is earned per the employee turning in his/her time report.
- (d) An employee may utilize earned ETO only with the prior approval of his/her supervisor.
- (e) Employees will be granted ETO in accordance with a first come first serve basis. If determination cannot be made which request was made first, ETO will be granted on a seniority basis.
- (f) All accumulated ETO credits will be paid off the first pay period in December of each year.

ARTICLE 23 HOLIDAYS

A. All employees who have been continuously employed for a period of ninety (90) days shall receive nine (9) paid holidays, namely: New Year's Day, Memorial or Decoration Day, Independence Day (Fourth of July), Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Day. Holidays that fall on Saturday will be observed by the employees on Friday.

The City of Grand Ledge will provide each unit member with an additional two (2) administrative days off, in lieu of the employee's birthday ;and the day following the Thanksgiving Day Holiday. No holiday pay shall be given for these days and are to be taken at a mutually agreed upon time, between the employee and Command with the Grand Ledge Police Department.

B. Holiday Eligibility:

(1) The employee must work, in full, his/her regularly scheduled work day prior to the holiday and his/her regular scheduled work day following the holiday, otherwise no holiday pay will be granted.

(2) If an employee is on layoff, drawing Workers' Compensation payment, or receiving any other form of pay at the time the holiday occurs, he/she will not be paid for the holiday.

(3) In addition to holiday pay for time not worked, if an eligible employee works on the actual day of the designated holiday, he/she shall also be paid the rate of one and one-half (1 1/2) time his/her regular straight time rate for the hours so worked.

(4) Should a holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday, and if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

(5) Holidays recognized by Section (a) of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

ARTICLE 24 NEW JOBS

When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement of the Employer and the bargaining unit, the Employer shall set up a new classification

and rate covering the job in question. If the Union disagrees with the rate that has been established, the Union will have the right to request and negotiate the rate.

ARTICLE 25 WORK RULES

A. The Employer reserves the right to publish and enforce from time to time reasonable work rules, policies and regulation.

B. The bargaining unit agrees that the presently established reasonable rules, regulations, policies and procedures as outlined in the executive orders and reasonable Police Department Rules and Regulations shall remain in effect and agrees to abide by such rules, regulations, policies and procedures. Any changes in such rules and regulations, polices and procedures may be the object of a special conference on their reasonability, outlined in Article XX.

ARTICLE 26 PROBATIONARY EMPLOYEES

A. All full-time employees shall serve a probationary period of eight (8) months uninterrupted by any type of service break, during which time they will be termed "probationary employees".

B. Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the bargaining unit shall have recourse to the grievance procedure over such termination.

C. During the probationary period an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee and his/her seniority shall start as hereinafter provided.

ARTICLE 27 SENIORITY

Section 1: A regular full-time employee's seniority shall date from his/her most recent starting date of full-time employment within the bargaining unit.

Section 2: An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this Agreement.

Section 3: An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees during their absence or is hired for a job which is of limited duration, and who is so informed at the time he/she is hired, shall be considered a temporary employee. He/she shall not

acquire seniority by virtue of such temporary employment.

Section 4: Seniority does not accumulate when an employee is off for more than one (1) month, except on a paid sick leave or paid vacation leave.

Section 5: The City agrees to post and update annually a seniority list by bargaining unit seniority. An employee's standing on the published list will be final unless protested to the City's Personnel Office after the list has been posted on the Employer's bulletin board.

ARTICLE 28 LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

- (a) the employee quits;
- (b) the employee is discharged for just cause and not returned through the grievance procedure if a grievance is filed;
- (c) the employee fails to return to work within five (5) working days after issuance of the Employer's notice of recall by certified mail to the employee's last known address as shown on the Employer's records. (It shall be the responsibility of the employee to provide the City with a current address);
- (d) the employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence;
- (e) the employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer;
- (f) the employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence other than an educational leave;
- (g) a settlement with the employee has been made for total disability;
- (h) the employee is retired;
- (i) the employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his/her employment or one (1) year, whichever occurs sooner;
- (j) the employee holds regular employment wherein he/she is employed by another Employer to the extent it will affect his/her ability to perform his/her duties with the City of Grand Ledge, Michigan;;
- (k) he/she is convicted of any felony, circuit court misdemeanor or high misdemeanor or other criminal acts involving moral turpitude;
- (l) is not legitimately able to fulfill his/her assigned duties.

ARTICLE 29 LAYOFF AND RECALL

A. Payoff of employees shall be by seniority, and then the following order shall be followed; provided that the employees who remain are capable of performing the work available:

1. Temporary employees;
2. Probationary employees;
3. Transferees still on probation in the classification to be reduced;
4. Remaining seniority employees within the classification affected shall then be laid off in the order of their classification seniority within the affected classification.

B. A laid off seniority employee, if recalled to a job similar in work content and identical or lower in rank to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority.

C. 1. The order of recalling of laid off employees shall be to the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.

2. Notices of recall shall be sent by certified or registered mail or telegram, to the employee's last known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall return to work within five (5) consecutive calendar days or his/her employment shall be terminated.

D. No employee in the bargaining unit with greater seniority than a CETA employee shall be laid off while the CETA employee remains employed in the bargaining unit.

ARTICLE 30 SEPARATION - VOLUNTARY TERMINATION

All employees must notify their supervisor in writing two (2) weeks prior to voluntarily terminating employment with the Employer. Employees shall have the responsibility of turning in all City equipment and property at termination of employment.

The employee shall be charged for all items not returned.

ARTICLE 31 SAVINGS

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, National Labor Relations Board or other established

or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 32 WORKER'S COMPENSATION

All employees shall be covered by the applicable Worker's Compensation Law.

ARTICLE 33 MILITARY LEAVE

The Employer shall abide by the provision of the Selective Service Act and its judicial interpretation with respect to leave of absence due to military service.

ARTICLE 34 HEALTH, DENTAL AND OPTICAL INSURANCE

Section 1: The Employer will provide Health Insurance equal to, or better than Blue Cross/Blue Shield MVF-1 with a \$2.00 co-pay rider to cover all full time employees, including their spouse and dependent children according to the insurance policy. Administration of Health Insurance will be covered in the Grand Ledge City Policies Personnel Manual.

Section 2: The Employer will provided a Dental Plan to cover all full time employees and their spouse and children no later than December, 1985. This Plan commonly referred to as Delta Plan BE, 80/20. Effective January 1, 1991, the Employer will provide Class III Coverage (orthodontics) at 50% coverage, with a \$1,200 lifetime maximum per eligible person. The City reserves the right to design the guidelines.

Section 3: The Employer will provide a Optical Plan to cover all full time employees including their spouse and children as follows:

The current 1988 schedule of vision benefits in Appendix A shall remain in force until December 31, 1990. Effective January 1, 1991, the Optical Schedule of Vision Benefits shall be increased as per Appendix BE.

ARTICLE 35 LIFE INSURANCE

The City shall provide life insurance coverage as follows:

	Employee	Spouse	Children
10-1-89	\$10,000	\$5,000	\$2,500
10-1-90	\$12,000	\$6,000	\$3,000
10-1-91	\$15,000	\$7,500	\$3,000

The insurance policies shall contain an accidental death and dismemberment rider.

ARTICLE 36 TELEPHONES

The Employer will reimburse in the amount of the basic rate per month, each employee who is required by the Employer to maintain a telephone as a condition of employment.

ARTICLE 37 UNIFORMS

Section 1: Necessary dry cleaning of officer's uniforms shall be paid by the City of Grand Ledge. Uniforms will be furnished to all officers. The number of uniforms and type of uniforms will be determined by the Employer. The Employer will provide dry cleaning not to exceed three (3) uniforms (shirt/pants) per week per officer.

Note: The Employer understands that under certain conditions the three (3) uniforms limit may be exceeded.

Section 2: Shoe allowance. The Employer shall reimburse each employee up to \$50.00 for the purchase of shoes and/or boots each year of the contract beginning January 1, 1990. The shoes and/or boots shall be: plain-toed, black and capable of taking a high shine.

Unpaid Medical Bills--Employee Recourse: Any problems arising from unpaid medical bills by the insurance company(s) will be dealt with through Midwest Benefits.

ARTICLE 38 FUNERAL LEAVE

Section 1: When death occurs in an employee's immediate family, the employee, on request, will be excused for three (3) calendar days immediately following the date of death, provided he/she attends the funeral. Immediate family shall mean: spouse, parent, grandparents, spouse's grandparents, children, brother, sister, mother-in-law, father-in-law, sister-in-law and brother-in-law.

ARTICLE 39 SICK LEAVE

Section 1: All members covered by this Agreement shall accumulate one (1) sick day per month, not to exceed twelve (12) days per year with no limit of accumulation during active employment. However, after ten (10) years of service (vested rights) an employee will be entitled to be paid 1/2 of all unused accumulated sick days, not to exceed \$4,000.00 upon retirement.

Upon death of an employee, the beneficiary will be entitled to be paid 1/2 of all unused accumulated sick days. The intent of this provision is not to be construed as a retirement benefit; but to build up a reserve for situations of true illness or sickness. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

Section 2: An employee excused from work under these Sections shall, after making application, receive the amount of wages exclusive of shift or any other premiums, that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused. In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than five calendar days shall be excused, which shall be subject to the terms and conditions heretofore stated herein.

Section 3: In all cases involving funeral leave, if more days are needed, it shall be at the discretion of the Chief.

Section 4: In order to be eligible to receive sick leave pay, the employee must report to the Employer by phone the nature of his/her illness no later than one (1) hour before the start of the work shift, unless circumstances exist which prohibit the employee from informing the Employer.

Section 5: If the Employer feels an employee is abusing his/her sick leave privileges, the Employer may request and receive a doctor's statement showing proof of illness before returning to work.

Section 6: Pregnancies will be treated the same as any other illness or temporary disability. The employee may return to work when a physician's statement is presented stating that she can resume normal duties.

ARTICLE 40 VACATION LEAVE

Section 1: Since the hazardous duties and responsibilities of a police force are unrelated to the length of service and the beginning officer experiences weariness along with loss of attention to duties without proper vacation leave, all employees will be granted vacation leave in accordance with the following schedule:

After completion of one (1) year
of uninterrupted employment through
five (5) years of uninterrupted
employment

Twelve (12) work
days (12 days equal
96 hours)

After completion of five (5) years
of uninterrupted employment through

Fourteen (14) work

nine (9) years of uninterrupted employment.

days (14 days equals 112 hours)

After completion of nine (9) years employment and each additional five (5) years of uninterrupted employment thereafter.

Two (2) additional work days vacation

Employees shall be encouraged to take yearly vacations. In no case shall an employee be allowed to accrue vacation time; it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss.

Section 2: Vacation pay shall be computed at the employee's present rate of pay and a full day of vacation shall be paid at the rate of eight (8) hours of pay.

Section 3: An approved vacation leave of absence will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan.

Section 4: An employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her department.

Section 5: Vacation leaves shall be granted to employees covered hereby by the Chief, and such vacations will be granted at such times as they least interfere with the efficient operation of the Department. Vacation requests must be made by March 1 and September 1 preceding the period requested. Officers are granted in accordance with seniority throughout the Department.

Section 6: Any employee who terminates his service from the Department for any reason whatsoever, shall receive his vacation on a prorated basis.

ARTICLE 41 FIREARMS

The Employer will furnish firearms in good repair to employees who are required to carry them. The number of firearms, the style and type and to whom they are furnished will be determined by the Employer.

ARTICLE 42 GUN HOLSTERS

The Employer will furnish right-handed holsters to employees who are required to carry a firearm to perform their assigned duties. The right-handed holster shall at all times be worn high and tight.

ARTICLE 43 PROTECTION GUARDS

The Employer shall have one (1) City police car equipped with a safety protector guard to divide the front and back seat.

ARTICLE 44 DISCIPLINARY ACTION AND TRIAL BOARD PROCEEDINGS

Section 1: The Chief of Police and Supervisory personnel shall have the responsibility for all disciplinary actions.

Discipline will be of a progressive and corrective nature except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action should it be required by the circumstances.

Section 2: Whenever disciplinary action is taken against an officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and the member against whom the charges are brought.

Section 3: Such charges and specifications shall cite the specific sections of the Rules and Regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 4: Employees shall be permitted the presence of a Union representative before any questioning is done.

Section 5: The member against whom the charges have been made may be represented at any grievance hearing by the Steward or another Union representative. The City may be represented at such hearing by the representative of its choice.

Section 6: In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of department rules or regulations which occurred more than two (2) years previously unless directly related to the current charge.

Section 7: In the event a member is suspended pending an investigation, for any reason, as a result of the investigation, and he is exonerated on the charges causing the suspension, he shall be compensated for all back wages lost due to the suspension.

Section 8: If an employee who was disciplined fails to file a grievance within the time specified in the Grievance Procedure, or if, upon the hearing of his grievance he is found to have been properly disciplined, then his discipline shall be absolute as of the date of his discipline.

Section 9: If the employee is exonerated of the charges, he/she shall be compensated for all back wages due. Such wages shall be based on regular base pay hours and not include overtime.

Section 10: Probationary employees shall not be entitled to the benefits and procedures herein provided in cases of disciplinary action. All disciplinary action shall be for just cause.

ARTICLE 45 GENERAL PROVISIONS

Section 1: Any employee absent three (3) consecutive work days due to claimed illness, shall, upon the City's request, furnish a medical doctor's statement of incapacity to work. The Employer reserves the right to have any employee absent due to claimed illness examined by a medical doctor of the Employer's choice at the Employer's expense. If a conflict of medical opinion exists between the employee's doctor and the Employer's doctor, a third doctor shall be chosen by mutual agreement between the Employer's doctor and the employee's doctor. The third doctor's opinion shall be binding on both parties and the expenses shall be shared equally.

Section 2: Employees absent from work due to claimed illness or otherwise shall inform the Employer of such absence by telephone prior to their starting time, unless circumstances exist which prohibit the employee from informing the Employer.

Section 3: The Employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to standard provisions set forth in the policy or policies. Benefits for otherwise eligible employees will become effective when he attains seniority.

In the event the Employer substitutes another carrier, the fundamental provisions of the coverage will not be changed.

Section 4: When employment and seniority are interrupted by layoffs, discharges, quit, strike, retirement, leave of absence, or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 5: The Employer shall have no obligation to duplicate any benefit an employee received under any other policy, excluding life insurance, with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said

employee other than coverage provided by the Employer herein a party.

Section 6: As a condition of continued receipt of benefits, the Employer at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to work. Conflicts in any medical dispute will be resolved as in Section 1 of this Article.

Section 7: The employee shall not be eligible to receive benefits while he is:

- (a) Eligible for unemployment benefits under any unemployment law;
- (b) on layoff;
- (c) on leave of absence;
- (d) has quit his employment;
- (e) been discharged, or;
- (f) retirement.

Section 8: Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage, and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

Section 9: It is specifically understood and agreed that contractual benefits upon the death of the employee shall cease at the end of the preceding month of the death, however, the spouse and family may continue insurance coverage for up to one (1) year after death of an employee, at a group rate and the spouse and/or dependents shall pay the premiums.

Section 10: Department Meeting

There shall be an annual Department Meeting called by the Chief of Police. All employees shall be required to attend the meeting without pay. The meeting shall not exceed three (3) hours in duration.

Section 11: It is mutually understood by the City and the Union that certain employment conditions are inherently practiced within the Police Department. The Parties mutually understand at certain conditions may change due to unforeseen situations. If either party disagrees with any change, such change shall become the subject of a special conference as provided for in Article 20. If the issue cannot be resolved through the special conference, the grievance procedure may be used to settle the dispute.

Section 12: Health Coverage Upon Retirement or Death
A. Upon reaching age 55, or any time thereafter, and having completed 25 years of service with the City, an employee may choose to retire and the City will provide health coverage under the City's health insurance plan, including drug card, optical and dental. The premium for said coverage shall be divided in half between the retiree and the City. This coverage shall continue until the retiree becomes medicare-eligible, and so long as the retiree's share of the premium is paid.

B. If an employee retires under this program and becomes deceased before age 65, his/her spouse may retain coverage under the above same terms until the spouse becomes medicare-eligible.

C. If an employee with 25 years of service should die before retirement, his/her spouse may obtain coverage under the above same terms. However, if the employee who dies has not attained age 55, coverage shall be for three (3) years only. If the employee who dies has attained age 55, coverage shall be granted until the spouse becomes medicare-eligible.

Section 13: Paychecks. Paychecks will be made available to the employees at 12:00 AM. on Friday, the day that paychecks are given out.

It is understood that the employees will not cash or deposit their paychecks until at least 9:00 AM. on the same Friday.

ARTICLE 46 LIABILITY INSURANCE

The Employer agrees to continue, for the life of this Agreement, the present Liability Insurance Plan.

ARTICLE 47 DISABILITY INSURANCE

The Employer agrees to continue, for the life of this Agreement, the present Disability Insurance Plan.

ARTICLE 48 CHRISTMAS BONUS

The Employer agrees to continue, for the life of this Agreement, the present Christmas Bonus Plan.

ARTICLE 49 CLASSIFICATIONS AND RATES OF PAY - EDUCATION
REIMBURSEMENT

Section 1: Listed below are the classifications covered by this Agreement and the corresponding annual salaries:

(A) Salaries

Sergeant

	October 1, 1988	October 1, 1989	October 1, 1990
Annual	\$27,473.25	\$28,846.91	\$30,145.02
Hourly	\$ 13.2082	\$ 13.8687	\$ 14.4927

Corporal

	October 1, 1988	October 1, 1989	October 1, 1990
Annual	\$26,423.25	\$27,744.41	\$28,992.91
Hourly	\$ 12.7034	\$ 13.3386	\$ 13.9388

(B) Personal Leave Day

Effective October 1, 1990 employees classified as Sergeant or Corporal shall be granted one (1) personal leave day off work with pay.

Personal leave time may be utilized by employees in whole shift increments or half shift increments upon approval of the Chief of Police or his designee.

Section 2: Education Reimbursement. The City shall reimburse employees for the cost incurred in obtaining education through accredited colleges and/or universities, and attended on employees own time.

All school courses must be submitted to the City prior to attendance.

Tuition and fees will be paid under the following conditions:

1. All classes which relates to the duties and functions of law enforcement.
2. All tuition and fees shall be limited to \$300.00 per employee per fiscal year. The tuition and fees shall increase to \$400.00 per employee per fiscal year beginning 1-1-91.
3. Employees requesting tuition and fees to be paid prior to the beginning of classes shall be required to sign a promissory note for such funds. Upon

- signing of a promissory note, the City will advance such funds.
4. Tuition and fees payment shall require a successful completion of the course(s). Successful completion shall be defined as a grade of "C" or better for each approved course.

ARTICLE 50 LEAVES OF ABSENCE

Section 1: Personal leaves of absence for durations not to exceed six (6) months may be granted by the Employer to employees for the following reasons: Settlement of an estate, serious illness of a member of the employee's immediate family, child care, education and an extended trip.

Such leaves of absence shall be unpaid, however, the employee shall not lose any seniority while on a granted leave of absence.

Section 2: An employee who is desirous of a personal leave of absence shall be required to request the leave of absence to the Employer in writing.

ARTICLE 51 DURATION AND TERMINATION

Section 1: This Agreement shall become effective on the 1st day of October, 1988, and shall remain in full force and effect to and including the 31st day of December, 1991, and shall continue in full force and effect from year to year thereafter unless either party desires to change or modify any of the terms or provisions of this Agreement.

The parties desiring the change or modification must notify the other party in writing no less than sixty (60) days prior to the termination date of the Agreement.

Section 2: If an impasse has been reached by the parties in negotiations at the expiration date of the Agreement, the parties agree that such issues that are open shall be decided through an Act 312 hearing.

Appendix A

CITY OF GRAND LEDGE

SUMMARY OF VISION BENEFITS

Vision Coverage Effective - October 1, 1984

Benefits are provided for the following vision expenses once every twenty-four (24) months:

Covered Vision Services	Payment	Employee Co-Payment
Vision Testing Examination	Payable up to \$30.00	\$5.00
Prescription Lenses	Payable up to	\$7.50
	Single \$40	
	Bi \$50	Balance
	Tri \$60	
Frames	First \$50 for any type frames	Balance
Contact Lenses	Hard First \$ 80	Balance
	Soft First \$100	
	Extended Wear First \$125	

All of the above mentioned benefits (glasses or contact lenses, not both) are payable per covered employee and his/her dependents once every twenty-four (24) consecutive months.

Appendix B

Covered Vision Services	Payment	Employee Co-Payment
Vision Testing	Up to \$40.00	\$5.00
Prescription Lenses	Payable Up to	\$7.50
	Single \$60.00	
	Bi \$70.00	
	Tri \$80.00	
Frames	Up to \$70.00	Balance
Contacts	Payable up to	Balance
	Hard \$100.00	
	Soft \$120.00	
	Extended Wear \$150.00	

All of the above benefits (glasses or contact lenses, not both) are payable per covered employee, including spouse and children, once every 24 consecutive months. However, if a vision test indicates a change in prescription in less than 24 months, coverage, as described above, shall be applied to vision testing and new lenses only.