

1969

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION
ARBITRATION UNDER ACT 312 PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of:

CITY OF BURTON

-and-

MERC Case No. L94 E-2016

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

PANEL'S OPINION AND AWARD

APPEARANCES:

FOR THE COMMAND OFFICERS
ASSOCIATION:

William Birdseye

FOR THE CITY OF BURTON:

Dennis B. DuBay

A hearing was held on this matter on October 6, 1994. At the time, the parties explained the issues that were before the Panel, based upon the Petition and the Answers to the Petition for Act 312.

The Chairman made some suggestions to the parties and directed that they return to the bargaining table, as provided by the statute. The parties did return to the bargaining table and advised the Chairman that they have agreed on a stipulated award. The Stipulated Award is the contract that is attached hereto that will be the parties' contract for the period July 1, 1994 through June 30, 1997.

This Award is a unanimous award. The Panel members have waived their signatures and have agreed that the signature of the Chairman will represent the

unanimous Award of the Panel, which contract is attached hereto as Appendix A.


GEORGE T. ROUMELL, JR.
Chairman

February 10, 1995

AGREEMENT
BETWEEN
CITY OF BURTON
BURTON COMMAND OFFICERS ASSOCIATION
AND
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

EFFECTIVE: July 1, 1994 through June 30, 1997

AGREEMENT

This Agreement, made and entered into this 1st day of July, 1994, by and between the City of Burton, hereinafter called the Employer and Command Officers Association of Michigan, hereinafter called the Union, has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I
RECOGNITION

1.1: Employees covered pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Burton, does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours, wages, hours of employment and other conditions of employment for the term of the Agreement in the following bargaining unit.

All Police Sergeants and Lieutenants excluding the Chief of Police and all other employees.

ARTICLE II
AID TO OTHER UNIONS

2.1: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III
MANAGEMENT RIGHTS

3.1: Subject to the provisions of this Agreement, the City of Burton on its own behalf and on the behalf of the Electors of the District, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise, and manage the City of Burton. In order to conduct its business efficiently, the City of Burton shall have the following rights:

1. To discontinue, temporarily or permanently, in all or part, conduct of its business and operations;

2. To decide on the nature of materials, supplies, equipment or machinery to be used, and the price to be paid;
3. To select the working force in accordance with the requirements determined by management;
4. To transfer, promote or demote employees;
5. To layoff, terminate, discharge, discipline, or otherwise relieve employees from duty for lack of work;
6. To direct and control the work force;
7. To establish rules governing employment and working conditions;
8. To determine the size of work force, including the number of employees assigned to any particular operation;
9. To establish the work pace and work performance levels;
10. To establish, change, combine or abolish job classifications and the job content of any classifications
11. To determine the length of work week and when or if overtime is needed.

All other rights of the City of Burton are also expressly reserved, even though not enumerated above, unless they are limited by the clear and explicit language of some other provision of this Agreement.

The rights of the City of Burton enumerated above and all other rights of the City of Burton not limited by the clear and explicit language of a clause of this Agreement are not subject to the binding arbitration procedure of this Agreement.

The parties agree that this contract incorporated their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of the agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this agreement.

ARTICLE IV
AGENCY SHOP

4.1: Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union. Neither Party shall exert any pressure on or discriminate against an employee with regards to such matters.

4.2: In accordance with the policy set forth above, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union which shall be limited to an amount of money equal to the Union's regular and usual dues and initiation fees. For regular employees, such payments shall commence on the completion of the thirty-first (31st) day of employment of such employees or the thirty-first (31st) day following the effective date of this Agreement, whichever is the later. For future employees, such payments shall commence upon the completion of the thirty-first (31st) day of employment.

4.3: During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of any employee all uniform dues and/or initiation fees of the Union provided, however, that the Union presents to the Employer authorizations signed by such employee allowing such deductions and payments to the Union.

4.4: The amount of initiation fees and dues will be certified to the employer by Command Officers Association of Michigan, 28815 W. Eight Mile Road, Suite 103, Livonia, Michigan 48152.

ARTICLE V
REPRESENTATION

5.1: The employees shall be represented by an association officer (president), who shall be a regular full-time officer on one of the respective shifts. There shall be only one (1) association representative.

5.2: The Union shall certify, in writing to the City, the name of the association officer upon election or appointment by the Union.

5.3: The association officer shall be allowed time to investigate and process any grievance occurring within his respective area of representation during scheduled working hours without loss of pay. Should it become necessary for an association

officer to leave work in order to investigate a grievance, the association officer shall first notify the immediate supervisor of the name of the employee to be seen and shall allow the immediate supervisor to make arrangements to insure an uninterrupted work schedule when necessary before leaving assigned work.

Such arrangements shall be made within a reasonable period of time. The association officer shall notify the immediate supervisor upon return to work. The above privilege is extended to the association officer with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

5.4: Neither the Union or its officers, Committeepersons, or members shall conduct any Union activity during the working hours other than in the manner and to the extent herein provided.

5.5: Union Representatives. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with association officers of the local union members and/or representatives of the Employer concerning matters covered by this Agreement, provided the supervisor is notified first and there is not undue disruption of the employee's work.

5.6: Time Sheets and Records. The Union shall have the right at reasonable times, with the employee's consent, to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute.

ARTICLE VI LIMITATION OF AUTHORITY AND LIABILITY

6.1: The Union and the City recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the City subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption in the City services. The Union, therefore, agrees that its Officers, Representatives and Members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or any other interruption of activities of the City.

ARTICLE VII
GRIEVANCE AND ARBITRATION PROCEDURE

7.1: A grievance is defined as a violation of a specific provision of this Agreement. Grievances shall be handled in the following manner:

- A. Any employee having a grievance shall first take the matter up with the immediate supervisor. If this does not settle the grievance, he shall, with an association officer, reduce the grievance to writing within seven (7) calendar days of the date the employee claims the contract was violated and present it to the supervisor. The grievance shall state the Section of the contract alleged to be violated and the remedy requested.
- B. The Supervisor shall answer the grievance within seven (7) calendar days in writing.
- C. If the answer is not satisfactory, the Union shall appeal such grievance within seven (7) calendar days from receipt of the answer to the Chief of Police.
- D. Within twenty-one (21) calendar days of the receipt of the appeal, a meeting will be arranged between the Chief of Police or his designee and the Union.
- E. Within fourteen (14) calendar days of such meeting, the City will give a written decision of the grievance.
- F. In the event that the grievance is not settled during the preceding steps, either party shall have ten (10) days in which to invoke arbitration. Arbitration must be invoked in the following manner:
 - 1. Written notice within ten (10) days after receipt of disposition as per section 1, E, or intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.
 - 2. In the event the parties have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within

such other period of time as may be selected in accordance with the rules, regulations and procedures of the American Arbitration Association, unless another Arbitrator or procedure shall be mutually agreeable.

7.2: This Agreement constitutes a contract between the Parties which shall be interpreted and applied by the Parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority nor shall be considered the Arbitrator's function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the Parties as determined by generally accepted rules on contract construction.

The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this agreement. Past practices of the Parties in interpreting or applying the terms of this agreement can be relevant evidence, but may not be used so as to justify, or result in, which is in effect the modification (whether by addition or detraction) of the terms of this agreement. The Arbitrator has no obligation or function to render a decision or not to render a decision merely because in the Arbitrator's opinion such a decision is fair or equitable or because in the Arbitrator's opinion it is unfair or inequitable.

7.3: Unless expressly agreed to by the Parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing.

7.4: The fees and expenses of the Arbitrator, cost of transcript (if one is requested by the Arbitrator) and the cost of the hearing room shall be borne equally by the Parties. All other expenses incurred shall be paid by the incurring Party.

ARTICLE VIII DISCHARGE AND SUSPENSION

8.1: The Employer shall not discipline, discharge or suspend any employee without just cause.

8.2: The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the association officer, whether on or off duty, before being required to leave the property of the City.

8.3: In a case which may result in a criminal action against the employee, the employee will not be required to make a statement to the Chief of Police or his designated representative, unless the employee shall have the opportunity of having a representative, chosen by the employee, present.

8.4: The City and Union agree that there could be occasions arise whereby a member of the Union could be suspended from work without pay for a breach of the contract, for being in violation of the Rules and Regulations of the Burton Police Department as they pertain to procedures and conduct, or for other valid reasons. Both Parties also recognize the fact that in certain instances a suspension without pay could create insurmountable difficulties for a suspended member's family due to the loss of wages. Therefore, both Parties agree that the City could, as an option to suspension from work without pay, require a member to work on his regular days off without pay in lieu of suspension, provided the member affected agrees to this type of disciplinary action. The option of offering this type of disciplinary action to a member of the Union remains a prerogative of the Employer and does not preclude or prevent the City from exercising any other option it may have regarding discipline as related elsewhere in this contract.

ARTICLE IX SUBCONTRACTING

9.1: For the express purpose of preserving work and job opportunities for the employees covered by this collective bargaining agreement, the Employer agrees that no work or services presently performed or hereafter assigned to any classification or division of the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-bargaining unit employees if it would cause the layoff of bargaining unit members.

ARTICLE X SENIORITY

10.1: An employee's seniority date shall be established from the date of hire, but shall not take effect until the end of the (1) year probationary period. No employee shall lose seniority if his name does not appear on the payroll or is laid off by the City for lack of work after his one (1) year probationary period.

10.2: Loss of Seniority. An employee shall lose his seniority and the employment relationship shall cease, upon the happening of any of the following events:

- A. He quits;
- B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- C. He retires or is retired;
- D. He is laid off for a continuous period in excess of twenty-four (24) months, or his accumulated seniority, whichever is more;
- E. He is on sick leave of absence for a period of two (2) years;
- F. He is on leave compensable under Workers' Compensation for a period of three (3) years;
- G. He fails to report for work following the expiration of an approved leave of absence without first notifying the City of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused;
- H. He is absent from work for three (3) consecutive working days without notifying the City of the reason for such absence, except when the failure to notify and work is due to circumstances beyond the control of the employee;
- I. He fails to report to work pursuant to Article 11, Section 4, "Layoff and Recall." clause, he shall lose seniority.

10.3: Any employee in a classification covered by this Agreement who is or has been promoted or transferred to a non-unit position within the Police Department that employee shall accumulate seniority while he works in the non-unit position. If the employee is returned to a bargaining unit classification prior to completion of the probationary period, he shall commence work in a job generally similar to the one he held at the time of his promotion or transfer. Whenever a layoff occurs, those persons who have more total seniority within the Police Department as sworn full-time officers, may elect to take a reduction in rank in lieu of layoff if they are eligible and qualified to perform the work of

the lower rank. The lowest seniority employee of the lower rank shall then be laid off.

10.4: The City shall provide the Union with a complete seniority list classification and wage scale for all members upon the Union's written request.

ARTICLE XI
LAYOFF AND RECALL

11.1: The City agrees to notify any employee seventy-two (72) hours in advance before a layoff, except under conditions beyond the City's control.

11.2: In reduction of staff, employees shall be laid off beginning with junior employees. Recall shall begin with the senior employees laid off. Temporary or seasonal employees shall be laid off first followed by regular part-time in reverse order of seniority, provided the employee is capable of doing the available work.

11.3: During the time that full-time officers are on layoff, part-time officers shall not be used unless the Chief of Police first offers available work to the laid off officers who have indicated to the Chief of Police that they will hold themselves available to handle such extra work.

11.4: An employee called back to work must report within seven (7) calendar days of his intent to return off of a layoff and report within twenty-one (21) calendar days or lose his seniority. The time period begins when the Employer has the notice delivered to the last known address on city record.

11.5: No employee shall be hired in the Police Department until all laid off employees with seniority rights have been returned or offered work. Upon returning to work, the employee with the greatest seniority shall be called back first and those with the least seniority shall be called back last.

11.6: An officer who is laid off for more than two (2) years, or length of his seniority, whichever is greater, shall lose his seniority.

11.7: The association officer shall be granted super-seniority for purposes of layoff and rehire only providing he can perform the available work. Only one (1) association officer shall have super-seniority for such purposes.

ARTICLE XII
LEAVES OF ABSENCE

12.1: Any employee desiring a leave of absence, without pay, from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from the Employer. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

12.2: The Employer agrees to grant necessary and reasonable time off, without pay, without discrimination or loss of seniority rights to any employee designated by the Union to attend a labor convention or serve in any capacity on other official union business provided forty-eight (48) hours written notice is given to the Employer by the Union specifying length of time off requested for union activities and provided there is no disruption of normal duty schedules.

ARTICLE XIII
BEREAVEMENT LEAVE

13.1: Bereavement leave shall be established for all officers having established seniority in effect. Bereavement leave shall be five (5) consecutive calendar days from the day of the death, without loss of pay for the immediate family which shall include:

Current Spouse	Brother
Children	Mother-in-Law
Mother	Father-in-Law
Father	Step Parent
Sister	

13.2: Bereavement leave shall be the day of the funeral, without loss of pay, for:

Aunt	Step-Sister
Uncle	Step-Brother
Employee's and Spouse's	
Grandparents	

13.3: To be eligible for bereavement pay, the employee must attend the funeral.

ARTICLE XIV
HOURS OF WORK AND OVERTIME SCHEDULES

14.1: The normal work schedule shall be eight (8) hours per day and forty (40) hours per week equalized over a one hundred and sixty (160) hour work schedule. Hours worked in excess of the normal work schedule shall be paid at the rate of time and one-half (1-1/2) the normal hourly rate.

14.2: Scheduled overtime work will be distributed as evenly as practical among qualified employees.

14.3: When overtime hours (including call-ins) are available to an employee within his section and he fails to work for any reason, the hours available to said employee shall be credited as if they had been worked.

Any employee called in on off-duty hours shall be paid a minimum of three (3) hours at time and one-half (1-1/2). This does not apply to the continuation of a shift.

An employee subpoenaed or required to appear in court, a L.A.B. hearing, L.C.C. hearing, or other administrative matter as a direct result of their employment, with the City shall receive a minimum of two (2) hours at time and one-half.

14.4: Equalization of overtime records will be kept from January 1 to January 1, by or as directed by the Chief of Police. All employees shall have zero (0) hours each January 1st. These records will be available for inspection of employees and will be adjusted if errors are discovered. In addition, these records shall be revised every quarter for accuracy and adjusted wherever needed. The review and adjustments will be made so as to provide maximum equalization of overtime among the employees within their sections. Court time and unscheduled shift extensions shall not be equalized.

14.5: The present system of lunch periods and breaks shall be continued.

14.6: All part-time police officers will only be utilized in conjunction with full-time police offices when engaged in police activity.

14.7: The Employer recognizes that as a general rule the employee with the lowest overtime hours within their section will be assigned scheduled overtime work.

ARTICLE XV
SHIFT PREFERENCE

15.1: Both Parties agree to the needs for a multiple shift operation in the City of Burton's Police Department. Shift preference applications shall be submitted to the Chief or his designated representative prior to May 1st and November 1st of each year. In the event more applications are received than openings within shift group, applications will be processed in seniority order.

15.2: Shift preference moves will be made, schedule permitting, not later than two (2) weeks following the date of application. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions, as outlined in the provision of Article 3, Section 3 of this Agreement.

15.3: Shift preference shall be by classification and seniority within the group. In classifications having multiple shift operations, employees will designate a first and second choice on the applications.

There shall be three (3) copies of shift preference applications to be distributed in the following order:

1. A copy to the employee.
2. A copy in the employee's department record.
3. A copy in the employee's personnel file.

In the event more than one employee having the same seniority date makes application for a shift choice within the group, such application will be processed in alphabetical order.

When new employees are hired they may be placed on any shift for training purposes and will not be displaced by seniority employees under the terms of this Agreement for a period of thirty (30) days or until they are capable of performing the job, whichever occurs sooner.

ARTICLE XVI
SHIFT TRADES

16.1: Officers shall be permitted to trade shifts with timely notice and approval of the Chief of Police or his designated representative. Overtime or premium pay shall not be created by voluntary exchanging of shifts by employees.

16.2: The Employer reserves the right to refuse such requests if it adversely affects the proper manning of the force.

ARTICLE XVII
SHIFT PREMIUMS

17.1: Full-time patrol officers who are normally and regularly scheduled to perform work with a shift assignment consistent with the schedule set forth herein, shall receive the applicable shift premium which will be added to their base hourly pay for those hours worked on the respective shift. Shift premium shall not be included in compensation for annual payoffs, off-duty court time and paid leave increments of forty (40) consecutive hours or more. For purposes of computing pay under this Article, any sergeant assigned to the "swing shift" shall receive a shift premium as though working midnight shift continuously.

7 A.M. ----	3 P.M.	No Premium
3 P.M. ----	11 P.M.	4% (Afternoons)
11 A.M. ----	7 A.M.	5% (Midnights)
8 P.M. ----	4 A.M.	5% (Midnights)
12 P.M. ----	8 P.M.	4% (Afternoons)

ARTICLE XVIII
PAY PERIOD

18.1: All full-time and regular part-time employees covered by this Agreement shall be paid in full every Friday. In the event this day is a holiday, the preceding day shall be the payday. Not more than seven (7) days shall be held from a regular employee. Each employee shall be provided with an itemized statement of earnings and all deductions made for any purpose, upon the request of the individual employees or Union Representatives.

ARTICLE XIX
WORKER'S COMPENSATION

19.1: The Employer agrees to cooperate toward the prompt settlement of employees job related injury and sickness claims when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees. Employees injured on the job will receive their full regular compensation directly from the City and in turn will endorse their worker's compensation checks over to the City immediately upon their receipt. Full compensation shall continue for a period of fifty-two (52) weeks after which the employee shall receive only regular worker's compensation benefits, but may supplement worker's compensation

with accrued sick/personal days. During periods of work related injury leave all insurance benefits shall continue for twelve (12) months.

19.2: An employee who is injured on the job and is sent home or to a hospital or must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the regular shift or that day.

ARTICLE XX
DISABILITY - SICKNESS OR ACCIDENT

20.1: The City agrees to provide sick and accident insurance for all employees beginning the thirty-first (31) day of any accident or illness. The insurance coverage shall provide for 2/3rd's of the employee's regular wage. The disability program shall provide coverage through age sixty-five (65).

20.2: Any shortage between regular pay and sick, accidental and disability insurance payments may be adjusted by use of the employee's sick/personal accruals. During periods of sick leave all insurance benefits shall continue for six (6) months.

ARTICLE XXI
SICK AND PERSONAL DAYS

21.1: Each full-time employee shall be entitled to earn a total of sixteen (16) sick or personal days per year or any combination of sick and personal days totaling sixteen (16) days per year.

21.2: Sick or personal days shall not be earned in periods of absence by unpaid sick leave, personal leaves, suspension or any unauthorized absence. Sick or personal days accumulate during periods while employees are on the active payroll roster.

21.3: A new employee shall accrue sick or personal days from their date of hire. However, sick or personal days shall not be used until six (6) months after the employee's date of hire.

21.4: Starting each January 1st, the rate of earning these days shall be three-tenths (.3) of a day per forty (40) hours of straight time hours worked during the calendar year.

Employees may take no less than one-half (1/2) sick or personal day at a time.

21.5: When sick or personal days are earned, those days will be credited to the individual officer at the rate of pay said day was earned.

Upon termination, the dollar amount previously credited and accumulated by the individual officer will be reimbursed by the Employer, less the first five (5) days accumulation.

All unused sick or personal days shall be paid off at the end of each contract year, consistent with the provisions of this section.

Sick or personal days paid off at the end of each contract year shall be paid by separate check, not a part of the normal payroll.

21.6: Employees will be allowed to use sick or personal day accruals to make up the difference between Worker's Compensation and regular take home pay.

21.7: Employees will be allowed to use sick or personal day accruals to make up the difference between sick and disability insurance payments and regular take home pay.

21.8: In using a personal day, the employee must arrange and schedule the desired time off with their supervisor forty-eight (48) hours prior to commencement of leave, unless an emergency arises.

21.9: In using a sick day, any employee who reports sick must remain at his place of residence during the time period he would have worked if not sick. An exception will be made if the employee is leaving his residence to acquire medical treatment or medicine.

21.10: Any employee who is sick or injured shall continue on the payroll as long as they have accrued sick or personal day funds available. Seniority rights shall continue for a period of one (1) year from the date the employee is removed from the payroll.

21.11: An individual bank of unused sick and personal days shall be created by and for each employee to known as an LTD Bank. During 1989, an employee must assign his first 10 unused Sick and Personal Days to his LTD Bank. During 1990 and thereafter, each employee may cash unused sick and personal days after creating a minimum balance of 15 days in his LTD Bank. The balance in the LTD Bank shall be no greater than 30 days.

The City shall contribute up to ten (10) total days to the Union to provide compensation for members between the 16th work

day and the 30th calendar day of a disability. The City shall replenish this bank annually.

ARTICLE XXII
LIFE INSURANCE

22.1: The City agrees that subject to the terms and conditions of the carrier, it shall provide for each employee in the bargaining unit, who is a full time employee and has completed ninety (90) days of continuous service. A life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00) with a provision for double indemnity, accidental death and dismemberment.

22.2: Regular part-time employees shall be covered in the amount of ten thousand dollars (\$10,000.00) which shall be payable in the event that the officer dies as a result of acts in the line of duty.

ARTICLE XXIII
HOSPITALIZATION

23.1: The Employer agrees to provide hospitalization coverage currently Blue Cross/Blue Shield, Plan S, with premiums being paid by the Employer.

23.2: The above coverage shall apply to employees and their families and shall be effective on the first day of the month following completion of ninety (90) calendar days of employment with the City of Burton. Employees who are not covered by the City's hospitalization program shall be paid the sum of three hundred dollars (\$300.00) per calendar year or twenty-five dollars (\$25.00) per full month in a partial year. Payment for non-coverage shall be made in the December following the period of non-coverage.

23.3: The Employer agrees to maintain the above coverage when an employee is laid off, for one (1) month for each year of seniority with a maximum of six (6) months.

23.4: For bargaining unit members killed in the line of duty, the employer shall provide health insurance coverage to a surviving spouse until the spouse remarries or dies and for dependent children until age nineteen (19).

23.5: The Employer shall provide to a bargaining unit member who retires under the provisions of MERS (age and service or duty disability) a credit of one hundred (\$100.00) dollars per month towards the cost of purchasing hospitalization coverage through the Employer's carrier, subject to the following conditions:

- A. The \$100.00 credit shall be available until the retiree becomes deceased.
- B. The \$100.00 credit shall not be available if the retiree has comparable insurance through another Employer or through the spouse's employer.
- C. The credit shall again be available when hospitalization is no longer available as provided in subsection B.
- D. When the retiree is eligible for Medicare, the \$100.00 credit shall cease.

ARTICLE XXIV
DENTAL INSURANCE COVERAGE

24.1: The City will provide Delta Dental Plan of Michigan with the following provisions:

CLASS I BENEFITS:	(Basic Dental Services) 80/20 Co-Insurance
CLASS II BENEFITS:	(Basic Dental Services) 50/50 Co-Insurance
MAXIMUM CONTRACT BENEFITS:	\$1,000.00 per person total per contract year for Class I and Class II benefits. Monthly premium costs will be paid by the City.

The Employer agrees to provide an Orthodontia rider to the existing coverage.

24.2: The above coverage shall apply to employees and their families and shall be effective upon completion of ninety (90) calendar days of employment. Employees who elect not to receive said coverage shall not receive any additional pay or benefits as a result of said election.

ARTICLE XXV
OPTICAL INSURANCE COVERAGE

25.1: The Employer will pay a sum total of \$200.00 for a calendar year per family for optical needs. This sum may be used

in payment for frames, or exams, or lenses, and/or contacts, upon the presentation of billings by the employee.

ARTICLE XXVI
VACATION WITH PAY

26.1: All regular full-time employees shall be entitled to vacation time off, with pay, in accordance with the following schedule:

Employee who have worked at least six (6) months but less than one (1) full year, shall have their vacation prorated for the following year based on the formula on one (1) days vacation for each full month of service, but in no event shall this exceed then (10) days vacation pay for the first partial year of service.

26.2:

<u>COMPLETED YEARS OF SERVICE</u>	<u>VACATION EARNED WITHOUT LOSS OF PAY</u>
Two (2) Years	Twelve (12) Days
Five (5) Years	Eighteen (18) Days
Eight (8) Years	Twenty (20) Days
Twelve (12) Years	Twenty-three (23) Days

Vacations of employees based on the above provisions will be scheduled so as not to conflict with department needs. Days as outlined in Article 21, Section 1, may be used in conjunction with vacation days. Vacation may be used in one-half (1/2) day increments.

Employees shall earn vacation at the rate of one-twelfth (1/12) of their annual allocation for each month of full-time employment during the calendar year. Each employee will be credited with their annual allocation consistent with the table above on January 1st of the calendar year. The credit shall be determined based on the years of service to be completed during the calendar year of the credit.

26.3: In order to qualify for vacation pay (except during the first year of employment) an employee must have actively been at work for the City for at least nine (9) months to receive full vacation pay and six (6) months to receive (1/2) vacation pay during the calendar year ending on December 31st.

26.4: Employees who lose time from their job because of an on-the-job disability shall have such time credited as though they had actively worked. However, this credit shall not exceed six (6) months.

Liquidation with pay for unused vacation days shall be available as soon as possible after January 1st following the year of accumulation and during the second and third week of July for one-half of the annual vacation with pay less time used prior to June 30th.

In case of retirement, resignation or death of an employee, the employee's estate will be paid for all vacation which is owed to the employee.

The employees may assign unused vacation days to his/her LTD Bank.

26.5: Any officer desirous of scheduling vacation shall submit their vacation requests to the Chief of Police or his designee prior to the first work schedule in April and the first work schedule in October of each year. Vacation requests will be granted on a seniority basis. Vacation requests will not be considered in excess of two consecutive calendar weeks for the 6 month period prior to the next shift change.

Within 14 days of the beginning of the April and October schedules of each year the Chief of Police or his designee will post the vacation schedule. The vacation schedule will identify vacations that have been granted, as well as periods of time that are still available for vacation. Vacation requests will be accepted for any of the remaining available days, at any time, and will be granted in the order that they are received.

If an approved vacation is later denied by the Chief of Police or his designee the days that had been approved shall be credited toward that employees mandatory usage. The affected employee shall have the option of taking the vacation compensation at the time of denial or at the normal time of liquidation.

ARTICLE XXVII
HOLIDAY PAY

27.1: Employees shall be eligible for eleven (11) designated paid holidays plus one (1) floater day as listed, upon completion of ninety (90) calendar days of employment.

New Years Day	Thanksgiving Day	One Floater Day
Good Friday	Christmas Day	Day After Thanksgiving
Memorial Day	Labor Day	Day Before Christmas
Independence Day	M.L. King Day	Day Before New Years

Employees who are required to work on Christmas Day, Christmas Eve, or Thanksgiving Day, due to exigencies of law enforcement work, shall receive two (2) times their regular rate of

pay plus an additional day off, consistent with Section 2 of this article.

27.2: Any employee working a designated holiday shall receive time and one-half (1-1/2) compensation. The City also agrees to keep the present practice in effect of granting an additional day off as granted by the Employer for each of the eleven (11) designated holidays.

27.3: Holidays earned in one (1) calendar year must be used by the employee prior to the end of the next calendar year. Holidays not taken will be deleted from the employees total days earned at the end of the effective calendar year. Holidays earned prior to July 1, 1979 shall not be affected by this section and may remain banked indefinitely.

ARTICLE XXVIII
VEHICLES, UNIFORMS, EQUIPMENT

28.1: Vehicles. The Employer shall not require employees to take on the streets or highways any vehicle that is not in safe operating condition. It shall not be a violation of this agreement where employees refuse to operate such equipment unless such refusal is unjustified.

28.2: Uniforms and Equipment. The city shall provide and designate all equipment and uniforms to be used by officers. A list of items to be provided each officer will be supplied to the union upon request.

28.3: Detectives.

- A. Detectives will be entitled to \$350.00 as a clothing allowance for the fiscal year:
- B. Clothing can only be obtained from Burton stores having an established account with the City.
 - 1. Copies of the receipts for clothing obtained are to be submitted to the Lieutenant's office.
 - 2. A listing of eligible stores will be maintained in the Lieutenant's office.
- C. The following types of clothing/garments are eligible under the terms of this agreement:
 - 1. Suits

2. Sport coats/dress slacks
3. Ties/dress shirts (2nd and 3rd year of agreement)

If a member chooses to buy sport coats/slacks rather than suits, he must purchase at least two sport coats prior to purchasing more than two pairs of slacks.

ARTICLE XXIX
BONDS

29.1: Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

ARTICLE XXX
CLEANING ALLOWANCE

30.1: The City will furnish all cleaning for officers uniforms at an establishment available to officers on various shifts. Officers who are assigned to duties (inclusive of investigators) requiring clothing other than uniforms shall have the clothing cleaned. The Chief or his designee shall have the right to review practices. The use of paid cleaning by the City, shall include the command officers assigned to the Detective Division or command officers scheduled for plainclothes details and assignments.

ARTICLE XXXI
PERSONAL PROPERTY

31.1: Personal property, which is reasonably related to that property which an employee would normally possess while on duty will be repaired or replaced to a maximum of one hundred dollars (\$100.00) per instance, per employee, if it is lost, stolen or damaged while in the performance of duty. Negligence by the employee shall negate the City's responsibility to pay for damaged, lost or stolen property.

ARTICLE XXXII
UNION BULLETIN BOARD

32.1: The Employer shall provide a Bulletin Board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Association

President for the Union, and the Employer or his Representative. It is further agreed that there shall be no political or inflammatory matter of whatsoever nature posted on the Bulletin Boards.

ARTICLE XXXIII
RESIDENCY

33.1: All officers shall be required to maintain permanent residency within twenty-five (25) miles of the corporate boundary of the City.

33.2: Officers are required to notify the City within twenty-four (24) hours of any change in residence or phone number.

33.3: Permission to live in other areas may be granted on an individual basis by the Mayor or his designee.

ARTICLE XXXIV
COURT TIME AND LEGAL PROCEEDINGS

34.1: While on duty, officers shall be paid their hourly rate for all Court Time or Legal Proceedings which they are required to attend, which is a direct outgrowth of the officer's performance of duty.

34.2: While off duty, officers shall be paid a minimum of two (2) hours at time and one-half (1-1/2) when required to attend any proceedings related to the above, outside of their normal working hours.

ARTICLE XXXV
DETECTIVE COMPENSATION

35.1: Those sergeants assigned to a detective position will be given fifty-three (.53) cents per hour compensation for all time assigned as a detective.

ARTICLE XXXVI
WEAPONS PROFICIENCY

36.1: Both parties recognize the need for officers to acquire and maintain their skills in the use of firearms. Both parties also recognize that the more training that occurs, the more skilled a person becomes. The Chief of Police will determine the location and type of targets that will be utilized in teaching and maintaining officers skills.

36.2: In order to qualify for the gun proficiency allowance, all officers must report to the range at the appointed time. Gun proficiency allowances shall be paid on an attendance basis as outlined in section 3 of this Article. Officers can only qualify for this allowance for active periods of employment and not for any retroactive periods when the employee may have been absent from work for any reason.

36.3: The schedule of allowance which will be paid to Officers based on attendance is as follows:

<u>SHOOTS ATTENDED</u>	<u>YEARLY COMPENSATION</u>
0-7	None
8	\$300.00
9	\$400.00

- (a) The employer shall schedule shoots each month, one of which each year shall be mandatory and held while the member is on duty. No make up shoots will be allowed.
- (b) Each member shall be allowed to qualify at least twice at each monthly shoot.
- (c) All members must qualify with the department issued weapons, scoring a minimum of seventy (70%) percent for uniformed officers and sixty (60%) percent for investigators.

36.4: A lump sum payment shall be made to all Officers earning gun proficiency allowance during the month of December, beginning in 1984.

ARTICLE XXXVII
PHYSICAL FITNESS

37.1: A total annual allowance of \$500.00 shall be available to all officers who qualify on the basis of strength, agility and endurance by age groups.

37.2: The qualifying factors, course location and course shall be established by the City and approved by the Union. In the event agreement is not reached by both Parties, the qualifications and course shall be submitted to an arbitrator, acceptable to both Parties, who shall be experienced in physical fitness. The arbitrator's decision shall be binding.

37.3: Qualification and payment of allowance will be made on a semi-annual basis.

ARTICLE XXXVIII
SUBSTANCE ABUSE

38.1: Both Union and Management agree that substance abuse is a very serious problem and can be detrimental to the employee, the Department and to public safety. Recognizing the potential devastating affects of substance abuse, both parties agree to develop and implement a substance abuse testing and treatment policy.

ARTICLE XXXIX
EDUCATIONAL INCENTIVES

39.1: Employees shall be paid, as specified herein, a one-time bonus for credit hours completed or degrees earned during their tenure as a Burton City Police Officer, for educational accomplishment in studies directly relating to Police Science and/or Administration. Courses of study must be approved by the Chief of Police in order to qualify for compensation.

39.2: Compensation shall be earned for semester credit hours completed or degrees earned during the calendar year ending December 31st and payment made during January of the following year.

39.3: Compensation shall be as follows:

4 Year Degree	\$250.00
Associates Degree + 30 hrs	\$210.00
Associates Degree	\$170.00
30 Credit Hours	\$100.00

39.4: The Employer agrees to reimburse full-time employees up to five hundred dollars (\$500.00) per fiscal year for tuition, upon successful completion of any course which is reasonably related to the employee's existing job or would improve the employee to a higher position within the City of Burton.

ARTICLE XL
PROMOTIONS

40.1: Sergeants who have at least three (3) years of continuous full-time experience as Sergeants with the Burton Police Department will be eligible to take the exam for Lieutenant.

40.2: The examination shall consist of a written, oral and seniority component having the following weights:

Written - 70%
Oral - 30%
Seniority - 10 points

Seniority shall be calculated on the basis of 1/12% for each completed month of full-time service, not to exceed ten (10) points.

40.3: All openings for which bargaining unit employees would be eligible shall be posted on the appropriate bulletin boards listing necessary qualifications and procedures for applying.

40.4: Applicants meeting minimum qualifications will be notified of the date of written examination for which they are eligible. All written examinations shall be validated and obtained from a mutually agreeable source.

40.5: Those applicants who receive a passing score on their written examination shall be offered an oral exam by a board consisting of three (3) members of superior rank who are unacquainted with the Officers taking the oral exam. The Board shall be selected by the Chief of Police.

40.6: The Chief of Police retains the right to add up to ten (10) points to each written exam to insure an adequate number of candidates for oral examination if such adjustment is deemed necessary.

40.7: Applicants may review their final written and oral test results with the Chief of Police or his designee.

40.8: Applicant having the highest combined score will receive the posted promotional position.

40.9: An eligibility list shall be established ranking numerically all candidates for the position of Detective and sergeant. The eligibility list shall be effective for two (2) years from date of examination should an opening for an additional position occur.

ARTICLE XLI HIGHER CLASSIFICATION

41.1: Officers who assume the responsibilities of a higher classification for a period of more than thirty (30) days shall receive pay commensurate with that rank beginning on the 31st day.

ARTICLE XLII
LONGEVITY COMPENSATION

42.1: Those employees who have obtained five (5) years of service and which continuous period has not been broken by any separation from the payroll will be eligible to receive a longevity payment in the amount of 3%, which will be added to their base pay as of their date of hire as a full time police officer.

Those employees who have obtained ten (10) years of service and which continuous period has not been broken by any separation from the payroll will be eligible to receive an additional longevity payment in the amount of 5% which will be added to their base pay.

Those employees who have obtained fifteen (15) years of service and which continuous period has not been broken by any separation from the payroll will be eligible to receive a longevity lump sum payment of one thousand two hundred (\$1,200) dollars to be paid on or about the employee's anniversary date.

ARTICLE XLIII
CITY OF BURTON EMPLOYEE'S PENSION PLAN

43.1: The employees and the Union agree to the continuance of the pension plan described below:

The Pension Plan is structured on the following criteria:

1. Agreement date of 10-31-81
2. Defined Contributions
3. Defined Benefits
4. Internal Revenue Service qualified plan
5. Roll over privileges "in or out" with any qualified plan
6. Board of Trustees: Five (5) members, including one (1) representative from each of four (4) bargaining units and one (1) City of Burton Administrative representative

43.2: The Employer contribution shall be 15% of the employee's salary. The employee contribution shall be voluntary and to the amount allowed by the plan.

43.3: Conditions where as the City and an employee shall freeze their pension participation, but shall continue the plan under return to work, providing the employee met all vesting requirements prior to leave are:

1. Personal
2. Child Care
3. Educational
4. Disciplinary
5. Layoff
6. Unpaid Sick Leave

43.4: The withdrawal of any amount of pension funds by an employee constitutes an automatic quit, and they shall cease to be a City of Burton employee.

43.5: Effective 1/1/92 the Employer 15% contribution to the program on behalf of each bargaining unit member shall cease. Effective 1/1/92 the employer shall make a 15% contribution on behalf of each bargaining unit member to be placed in a separate escrow account to fund the MERS pension plan, which will take effect on 6/30/94. All monies that remain in the old system shall continue to belong to the members.

43.6: Effective upon the execution of this Agreement, the Employer shall provide at its cost to all bargaining unit members who were hired prior to July 1, 1994 (including all past service) the Michigan Employees Retirement System (M.E.R.S.) with the following benefit programs:

- A. 25 and out (any age)
B-4 (2.5% multiplier)
E-2/COLA
RS-50%
FAC-3

The Employer shall pool the patrol and command officers together for purposes of costing.

Any bargaining unit member may purchase at their cost up to three (3) years generic service time by paying to MERS the cost determined annually for the service to be purchased.

- B. For bargaining unit members hired on or after July 1, 1994, the employer shall provide at its cost the Michigan Municipal Retirement System (MERS) with the following benefit programs:

B-3 (2.25% multiplier)
25/55 (age and service)

The Employer shall pool the patrol and command officers together for purposes of costing.

- C. The Employer shall, upon execution of this Agreement, transfer to MERS the pension escrow account on account for the bargaining unit members.

ARTICLE XLIV
SEPARABILITY AND SAVINGS CLAUSE

44.1: In the event that any provisions of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the Parties that all other provisions shall remain in full force and effect.

44.2: In the event any provision of this Agreement is held invalid, as set forth above, the Parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE XLV
WAIVER CLAUSE

45.1: 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 subjects or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subjects or matter not specifically referred to or covered by this Agreement, even though such subjects or matters 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 XLVI
WAGES
SERGEANTS AND LIEUTENANTS

	<u>Sergeants</u>	<u>Lieutenants</u>
Current	\$37,528	\$41,281
July 1, 1994	37,528	41,281
July 1, 1995	38,466	42,313
July 1, 1996	39,236	43,159

The Employer and the Union being mutually desirous of maintaining an adequate differential between command officers and patrol officers agree to maintain not less than the current percentage differential between ranks (i.e., 11.3% between patrolman and sergeant and 9.4% between sergeant and lieutenant), which shall include the five percent (5%) increased employer pension contribution.

ARTICLE XLVII
TERMINATION

47.1: This Agreement, shall be effective as of July 1, 1994 and shall remain in full force and effect until June 30, 1997.

47.2: This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, sixty (60) days prior to expiration.

47.3: This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of the Agreement is provided to the other party in the manner above as set forth.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF BURTON

Patrick J. Spidell,
Business Agent

Charles Smiley, Mayor

Richard Johnson
Association President

William Walworth, City Clerk

John Benthall, Chief of Police