

**AGREEMENT**  
**BETWEEN THE**  
**CITY OF LAPEER**

*Lapeer, City of*

**AND**

**POLICE OFFICERS LABOR COUNCIL**

**JULY 1, 1997 THROUGH JUNE 30, 2002**

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## **PREAMBLE**

**THIS AGREEMENT**, entered into this 21<sup>st</sup> day of July 1997, between the City of Lapeer, party of the first part, hereinafter referred to as the "City" and the "Police Officers Labor Council", party of the second part, hereinafter referred to as the "Union".

**WHEREAS**, the parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the public, and

**WHEREAS**, the City, the City Manager, the administrative staff, and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the City is required to bargain only in accordance with Michigan Public Act 379, M.P.A. of 1965.

**WHEREAS**, the parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the City has obligations to the citizens and taxpayers to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public.

**NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

### **ARTICLE I - RECOGNITION**

#### **SECTION A.**

The City of Lapeer hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for the duration of this Agreement, for a bargaining unit consisting of all regular sworn Lieutenants, Sergeants and Patrolmen employed by the City of Lapeer Public Safety Department, but excluding the Chief, assistant chiefs, office clerical employees, dispatchers and all other employees.

#### **SECTION B.**

Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section A.

#### **SECTION C.**

The City agrees not to negotiate for the duration of the Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having

it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

#### **SECTION D.**

Nothing in this Agreement will be construed to interfere with the City's continued right to maintain a reserve force and to have reserves perform services as directed by the City and with prior approval of the Union.

### **ARTICLE II - MANAGEMENT RIGHTS CLAUSE**

The City Commission 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 Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by Employer except such as are specifically relinquished herein are reserved to and remain vested in the City Commission, including, but without limiting the generality of the foregoing, the right:

- a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- b) To introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchase;
- c) To purchase the construction of new facilities or the improvement of existing facilities;
- d) To determine the number, location, and type of facilities and installations;
- e) To determine the size of the work force and increase or decrease its size; to determine the work to be performed within the bargaining unit; to determine the amount of supervision necessary;
- f) To hire new employees, to assign and lay off employees, to reduce the workweek or the workday of effect reduction in hours worked by combining layoffs and reductions in workweek or workdays;
- g) To permit municipal employees not included in the bargaining unit to perform bargaining unit work in emergencies;
- h) To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operation; to discontinue any service or method of operation;

- i) To establish, change combine, or discontinue job classifications and to establish wage rates for any new or changed classifications;
- j) To determine lunch, rest periods, and cleanup times, the starting and quitting times and the number of hours to be worked; to determine the amount of overtime, if any to be worked;
- k) To establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;
- l) To discipline, suspend and discharge employees for cause;
- m) To adopt, revise, and enforce City and departmental rules and regulations (including rules and regulations as to appearance of employees before going on duty) and to carry out cost and general improvement programs;
- n) To transfer, promote, and demote employees from one classification or shift to another;
- o) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;
- p) To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement;
- q) To subcontract or purchase any or all work processes or services.
- r) It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitation within the rights of the City.

### **ARTICLE III - REPRESENTATION**

#### **SECTION A.**

The City recognizes the right of its employees to select one (1) Steward and one (1) Alternate Steward who shall be regular seniority employees of the City. The Alternate may exercise the rights of a Steward as set forth in this Article only in the event the Steward is absent from work.

## **SECTION B.**

The City will recognize the Steward or Alternate when his name and position have been certified in writing by the Union to the City.

## **SECTION C.**

In accordance with this Section and subject to the Grievance and Arbitration Procedures, the Steward shall be allowed to investigate and present grievances, as provided for under Article VII Grievance Procedure, during his working hours without loss of time or pay, upon having received permission from the Director of Public Safety or his designee for this purpose. The Steward will perform his regularly assigned work at all times. The following rules shall be observed:

1. The Steward shall request the Director of Public Safety (or his designated representatives) permission to leave work for a reasonable period of time to investigate or process the grievance as provided for under Article VII, Grievance Procedure.
2. In the event a Steward is to enter a building other than his own, he shall notify the building supervisor or his designated representative.
3. The privilege of leaving their work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper investigation or presentation of grievances. The Steward may not abuse the privileges in this Article.
4. The City may require that the Steward report to his supervisor when returning from a grievance meeting and report or record the time spent investigating or processing grievances under this Article.

## **ARTICLE IV - AGENCY SHOP AND DUES CHECKOFF**

### **SECTION A.**

Employees covered by this Agreement at the time this Article becomes effective and who are members of the Union at that time shall be required as a condition of employment to continue membership in the Union for the duration of this Agreement or to tender a service fee equivalent to the regular periodic Union dues uniformly required for membership.

### **SECTION B.**

Employees covered by this Agreement who are not members of the Union at the time this Article becomes effective and employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Article shall be required as a condition of continued employment to become members of the Union or to tender a service fee equivalent to the regular periodic union dues



uniformly required for membership for the duration of this Agreement, on or before the thirtieth (30<sup>th</sup>) day following the effective date of this Article or on or before the thirtieth (30<sup>th</sup>) day following the date on which they commenced employment within the bargaining unit, whichever date is later.

#### **SECTION C.**

After the effective date of this Article and thereafter during the life of this Agreement, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the Constitution and by-laws of the Union and which are uniformly required, or, in the alternative, the Service Fee set forth in Section A and B of this Article, provided, however, that the Union shall first present to the City a certified checkoff list consisting of a statement of the amount of dues and/or service fee certified by the Treasurer of the Union and written authorization in suitable form signed by the employee allowing such deduction and payments to the Union at least thirty (30) days prior to the date on which the dues and/or service fees are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified checkoff list and authorizations and the Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City in reliance upon such certified checkoff list or authorization.

#### **SECTION D.**

Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Union within fifteen (15) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

#### **SECTION E.**

An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

#### **SECTION F.**

The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of this Agreement. The City shall have no responsibility for the collection of initiation fees, fines, special assessments, or any other deduction not in accordance with this provision.

## **SECTION G.**

The Union shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

## **SECTION H.**

This Article is effective only to the extent the Laws of the State of Michigan permit. In the event that this Article is challenged through the Michigan Employment Relations Commission or other authority, or the Courts, and this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the Court or other legal authority.

## **SECTION I.**

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City pursuant to the provisions of this Article.

## **ARTICLE V - SPECIAL CONFERENCES**

The parties may, upon written request of either party, mutually agree to arrange a special conference for important matters. Such meetings are to be arranged between the Steward and the Director of Public Safety or his designated representative. Such meetings shall be between at least two (2) representatives of the City and at least two (2) representatives of the Union. Arrangements for the above meeting shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meeting shall be confined to those included in the agenda.

It is understood that special conferences will be scheduled only upon mutual agreement.

## **ARTICLE VI - CITY AND DEPARTMENTAL RULES**

### **SECTION A.**

The City shall continue to have the right to establish, adopt, change, amend, and enforce reasonable City rules and/or Departmental rules and regulations, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules.

### **SECTION B.**

New or amended work rules and/or regulations will be announced three (3) days prior to their effective date.



## ARTICLE VII - GRIEVANCE PROCEDURE

### SECTION A.

A grievance is defined as an alleged violation of a specific Article and Section of the Agreement. If any such grievance arises during the terms of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure.

### SECTION B.

Any claim or complaint for which there is another specific remedial procedure or forum established by law or by regulation having the force of law shall not be the basis of any grievance filed under the procedures as outlined in this Article.

### SECTION C.

**Step One:** Within three (3) working days of the time a grievance arises, an employee may present the grievance orally to the Director of Public Safety or his designee. The employee's Steward may be in attendance if the employee so requests.

**Step Two:** If the grievance is not resolved in Step One, the employee may reduce the grievance to writing on a grievance form and present the grievance to the Director of Public Safety or his designee for a written answer. The written grievance shall be filed within seven (7) working days of the alleged violation. It shall name the employee involved, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Director of Public Safety or his designee shall give the employee an answer in writing no later than seven (7) working days after receipt of the written grievance.

**Step Three:** If the grievance is not resolved in Step Two, the Steward may, within four (4) working days after the answer in Step Two, submit a written request for a meeting between the City Manager and Union representatives. Such meeting shall be held within fifteen (15) days of the written request and the City Manager shall answer the grievance in writing within ten (10) working days of the meeting. Additional time may be allowed by mutual written agreement of the City and the Union.

### SECTION D.

All grievances must be filed in writing within seven (7) working days from the time the alleged violation occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the Union within the time limit in that

step, or if no time limit is specified, within five (5) working days, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step of the Grievance Procedure. Time limits may be extended by the City and the Union in writing; then the new date shall prevail.

#### **SECTION E.**

The City shall not be required to pay back wages for any period prior to the date of the grievance.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of time he is off work.
2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

#### **SECTION F.**

Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

#### **SECTION G.**

For purposes of this Article, "work days" with respect to the City's and Union's obligations to act under this Article shall be defined as Monday through Friday, excluding observed holidays. For purposes of this Article, "work days" with respect to the employee(s) obligations to act under this Article shall be defined as the involved employee(s) scheduled work days.

#### **SECTION H.**

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided, that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

#### **SECTION I.**

If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to Arbitration by written notice delivered to the Federal Mediation and Conciliation Service requesting Arbitration under its rules. The written notice must be submitted within ten (10) working days after the date on which the Step Three answer was due.

## **SECTION J.**

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement.

## **SECTION K. - POWERS OF ARBITRATION.**

The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties of this Agreement. He shall have no power to establish wage scales or change any wage. He shall have no power to change any practice, policy or rule of the City, unless such policy, practice or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remain within the reserved rights of the City.

It is further specifically understood that the Arbitrator:

1. Shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement;
2. Shall only have the authority to pass on a grievance referred to him as prescribed herein.

## **SECTION L.**

At the time of the Arbitration Hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the City and the Union having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish briefs.

## **SECTION M.**

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, and the cost of any room or facilities and the expense of the arbitration, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same .

**SECTION N.**

The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the City.

**ARTICLE VIII - NO-STRIKE CLAUSE**

**SECTION A.**

During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or slow-down, concerted use of paid leave time, curtailment of work, restriction of work, or interference with the operations of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations because of a labor dispute between the City, or any employer, and any other labor organization whether or not the other organization establishes a picket line, during the life of this Agreement.

**SECTION B.**

The Steward and the Union shall take prompt affirmative action to prevent or stop wildcat strikes, work stoppages, slow-downs of work, picketing or work interference of any kind.

**ARTICLE IX - DISCHARGE AND DISCIPLINE**

**SECTION A.**

After completion of the probationary period, no employee shall be disciplined, suspended, or discharged without cause.

**SECTION B.**

Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Release of the aforementioned information by an employee to any unauthorized person shall be regarded as a breach of confidence, and is grounds for immediate discipline.

**SECTION C.**

If any employee is discharged or suspended, the Union will be notified in writing. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Steward if practicable, provided that such discussion does not interfere with the safe and efficient operations of the City. The City will make available an area where such discussion may be heard. Upon

request, the Director of Public Safety or his designated representative, may discuss the discharge or suspension with the employee and the Steward at a mutually agreeable time.

#### **SECTION D.**

No member shall be required to make a formal statement in answer to any alleged criminal offense without first being advised of his constitutional rights.

#### **SECTION E.**

An officer's disciplinary records may be reviewed and removed in the following manner:

1. The written record of an oral reprimand shall be removed from the officer's departmental file when the officer has successfully corrected the matter in question. Such removal must be requested in writing by the affected officer who shall state the reason for the request. In considering the matter, the Director shall also consider the recommendation of the officer's immediate supervisor. If upon review, a disciplinary record is not removed, a further date shall be established to again review the matter.
2. A written reprimand shall be removed from the officer's official personnel file if the officer has received no other discipline as defined in this Section within a period of two (2) years from the date of the reprimand. If an officer has received discipline within the two (2) year period he may request the review and removal of the disciplinary record by the Director of Public Safety. The officer's request must be in writing and must indicate the reasons for the request. In considering the matter, the Director shall also receive the recommendation of the command officer(s) involved. If upon review, a disciplinary record is not removed, a future date shall be established to again review the matter.
3. The decision not to remove a written disciplinary record shall not be a grievable matter.
4. Records of all other discipline more severe than a written reprimand shall be retained permanently in the officer's official personnel file.

### **ARTICLE X - LENGTH OF SERVICE**

#### **SECTION A.**

Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Public Safety Department of the City of Lapeer, as a regular full-time employee, from his last permanent hiring date. Seniority for employees hired on the same date shall be determined by draw.

## **SECTION B.**

It is understood that employees are subject to a probationary period of six (6) consecutive months of regular, full-time employment, during which time the City shall have the sole right to discharge, discipline, transfer, demote, or layoff said employees for any reasons without regard to the provisions of this Agreement; and no grievance shall arise therefrom. It is further understood that the Director of Public Safety has the right to extend the probationary period for a period of time up to six (6) additional months, or any portion thereof, in his sole discretion.

When an employee successfully completes the probationary period, he shall be entered on the seniority list of the unit and his seniority shall date from his last permanent date of hire.

## **SECTION C.**

There shall be no seniority among probationary employees.

## **SECTION D.**

Upon the signing of this Agreement, the City and the Union will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and if not so requested, the list shall become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every year upon written request.

## **SECTION E.**

An employee shall be terminated and lose his seniority rights if he:

1. Quits;
2. Is discharged and not reinstated;
3. Is laid off for a period of two (2) years;
4. Failure to report for work within seven (7) days following recall from layoff, notice of said recall to be by telegram or certified mail;
5. Is absent without a reasonable excuse for three (3) consecutive working days and without notice to the City of such excuse within three (3) days;
6. Fails to return from a leave of absence, vacation, or sick leave at the designated time without a reasonable excuse;
7. Retires or receives a pension;
8. Falsifies a material fact on his application for employment or gives a false reason to obtain a leave of absence;
9. Is on an unpaid medical leave of absence other than a job related injury for a period of more than one (1) year; and



10. Works for another employer while on any leave of absence, unless such employment is mutually agreed to in advance by the City.

#### **SECTION F.**

It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when use in connection with the layoffs, recalls, or other notices to employees.

#### **SECTION G.**

An employee who is transferred to a job outside the bargaining unit but within the Police Department shall retain his seniority and for a period of one (1) year continue to accumulate seniority, whether such transfer was made before or after the Union was first recognized as bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits. This clause shall not be construed to limit the City's right to terminate the employee for any reasons while assigned to a job outside the bargaining unit.

### **ARTICLE XI - LAYOFFS AND RECALL**

#### **SECTION A.**

In the event of a layoff or recall, employees shall be laid off or recalled according to seniority in their classification as defined in this Article. The following procedures will be followed:

1. Temporary employees, part-time employees and regular part-time employees in the affected job classification will be laid off first, providing the remaining employees can perform the available work.
2. Probationary employees within the affected classification will be laid off first, providing the remaining seniority employees can perform the available work.
3. Thereafter, seniority employees within the affected classification will be laid off according to classification seniority, providing the remaining employees in the classification can perform the available work.
4. When a seniority employee is removed from a classification as a result of a layoff, he may be allowed to bump the least senior employee in the next lowest paying classification in accordance with the City-wide seniority, providing he can perform the available work and the remaining employees within the lowest classification can perform the available work.
5. When a seniority employee is removed from a classification as a result of being bumped by a more senior employee in accordance with paragraph 4, he may be allowed to bump the

least senior employee in the lowest paying classification in accordance with the City-wide seniority, providing he can perform the available work and the remaining employees within the lowest classification within his department can perform the available work.

6. In the event the layoff under Section A-3 occurs in the lowest paying classification within a department, the provisions of paragraph A-4 and A-5 will not apply.

#### **SECTION B.**

For the purposes of this Article, the term "Classification Seniority" means the date appearing on the City's records on which an employee began working in a given classification. The term "City Seniority" means the employee's seniority as defined in Article X.

#### **SECTION C.**

In the event of a reduction in the work force, probationary employees shall be considered as laid-off indefinitely. Employees will be recalled in the reverse order of the layoff, providing the employee can perform in the available work.

### **ARTICLE XII - PROMOTIONS**

#### **SECTION A.**

In order to be eligible for promotion within the department, an employee must attain placement on the Departmental eligibility roster as provided in this Article.

#### **SECTION B.**

The preparation of an eligibility roster will be announced as follows:

1. The Director will announce anticipated examination dates at least thirty (30) days in advance.
2. Those employees with a minimum of four (4) years of full-time service as sworn police officers with the City of Lapeer (attained by the examination date) will be eligible to participate in the promotional process, provided that the employee must request to participate in the examination by submitting an appropriate written request to the Director no later than fourteen (14) days prior to the initiation of the process.

#### **SECTION C.**

In the event the Director directs psychological or physical examinations, these selection procedures shall be on a pass/fail basis, and failure to pass these testing procedures shall result in elimination from consideration for placement in the eligibility roster.

#### **SECTION D.**

The competitive element of the examination will consist of an assessment center. The assessment center shall consist of exercises, tests and interviews to evaluate potential candidates for promotion. Within the assessment center process, an Oral Board made up of at least three command officers from different police departments will be utilized. The assessment process shall result in a rank order eligibility roster which shall be posted and the promotion shall be made from among the top three (3).

#### **SECTION E.**

The eligibility roster will remain in effect for a period of two (2) years. The City may remove an employee from the eligibility roster for cause.

#### **SECTION F.**

In the event the City wishes to fill a permanent supervisory position, the Director will appoint an individual who is on the eligibility roster.

#### **SECTION G.**

An employee selected for a promotion will serve a probationary period of six (6) consecutive months. The City may disqualify the employee during the probationary period and such employee shall be returned to his former classification and pay. During the probationary period following the promotion the employee will receive the starting rate for the classification as set forth in Schedule "A". After the employee has successfully served six (6) consecutive months on probation, he shall then be paid the regular rate for the classification as set forth in Schedule "A".

#### **SECTION H.**

During the first thirty (30) days of the probationary period the employee shall have the right to revert back to his former classification. After the said thirty (30) day period, the employee may revert back to his former classification during the next sixty (60) days if a vacancy exists and his old position has not been filled.

### **ARTICLE XIII - HOURS OF WORK AND OVERTIME**

#### **SECTION A.**

The City reserves the right to schedule the work hours of employees according to the needs of the operations. The normal workweek consists of forty (40) hours, the normal workday consists of eight (8) hours, however, this provision shall in no way be construed as a guarantee of overtime pay for hours worked in excess of the normal workweek or workday. Overtime payments will be made only

in accordance with the terms and conditions set forth elsewhere in this Agreement. This Section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or as a limitation on the City's right to schedule work in excess of the normal workday or the normal workweek. The City reserves the right to determine and modify work schedules.

#### **SECTION B.**

The City reserves the right to determine the starting and quitting times and the number of hours to be worked. The City reserves the right to install jump shifts or special shifts.

#### **SECTION C.**

The City reserves the right to establish or change the length of any workweek or workday and the right to schedule the lunch or break periods.

#### **SECTION D.**

All employees shall be paid time and one-half (1½) their regular straight time rate for all approved time worked in excess of eighty (80) hours in any two (2) week pay period or in excess of eight (8) hours in any workday. This provision shall not apply to doubling back, i.e. eight (8) hours on, eight (8) hours off, eight (8) hours on.

#### **SECTION E.**

The City reserves the right to require employees to work overtime when necessary for efficient operations.

#### **SECTION F.**

Overtime will be permitted only when authorized by a supervisor.

#### **SECTION G.**

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

#### **SECTION H.**

Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods and after his lunch period.

## **SECTION I.**

The City reserves the right to establish and change work schedules as business conditions and available work require.

## **SECTION J.**

Any employee called into work outside of his regularly scheduled shift shall be assured two (2) hours of work at the rate of time and one-half (1½) the employee's regular straight time rate, provided that if the work time on the call-in assignment runs into the employee's regular working hours, the provisions of this Section shall not apply and the employee will be paid only for actual time worked.

## **SECTION K.**

Should an employee be subpoenaed to appear as a witness in court for matters that have arisen from and as a direct result of his employment with the City, and in which the City is not a defendant, at a time when he is not normally on duty, such time shall be considered work time, and he will be paid time and one-half (1½) his straight time rate for that time actually spent in court or two (2) hours whichever is greater provided prior written notification has been given to the Director of the Department. The employee must be off duty at the time he is required to be in court and any subpoena fees received will be turned into the City Treasurer. The following activities, when performed by members of the Lapeer Public Safety Department, shall be compensated at time and one-half for a minimum of two (2) hours. Such activities may or may not involve subpoena fees:

1. Sign Warrants
2. Evidentiary Hearings
3. Liquor Control Commission Hearings
4. License Repeal Board
5. Probate Court

## **SECTION L. - SHIFT PREFERENCE.**

Shift preferences shall be granted in each rank on the basis of seniority within rank and the ability to perform the available work. Changes in shifts will be made during the first week of January, first week of May, and the first week of September each year and will be for a period of four (4) months. Vacancies may be filled on a temporary basis for ninety (90) days. Thereafter, it shall be filled on the basis of seniority and ability within the classification. This provision is subject to the

understanding that the City may assign Sergeants and Lieutenants to shifts to insure proper coverage as determined by the City .

**SECTION M.**

It is understood and agreed by the parties that there will be no overtime payment based on consecutive days worked. It is further understood and agreed that there will be no overtime payments by operation of the work scheduled.

**SECTION N.**

Employees will be allowed to trade shifts upon approval of the Director, provided that the City will not be liable for any overtime payment which would otherwise arise by virtue of the shift trade.

**SECTION O.**

There shall be two (2) full-time officers on duty on all shifts as a minimum staff. On the day shift the Deputy Director may be counted as a road officer only if he will be free from administrative duties for six (6) hours or more out of any given shift.

**ARTICLE XIV - WAGES**

**SECTION A.**

The wages of employees covered by this Agreement are set forth in Scheduled "A" which is attached to and incorporated in this Agreement.

**SECTION B.**

It is understood that the classifications set forth in Schedule "A" are recognized for wage purposes only and that the classification titles are intended as an illustrative summary of the types of duties and responsibilities associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

**ARTICLE XV - ATTENDANCE**

**SECTION A.**

Employees are expected to report to work on time and to observe working hours that have been established.



**SECTION B.**

In recognition of the difficulties imposed upon the City through failure of employees to comply with working schedules, employees shall give prior notice to their designated supervisor whenever they expect to report late or to absent themselves from work or present an excuse acceptable to the City. Employees who fail to do so will be considered to be absent without pay.

**SECTION C.**

Employee who report late to work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes, and be subject to disciplinary action.

**ARTICLE XVI - HOLIDAYS**

**SECTION A.**

Providing they meet all of the eligibility rules, all permanent, full-time employees on the seniority lists shall be eligible for a holiday benefit equivalent to eight (8) hours pay at their regular straight time rate for the following holidays:

New Year's Day	Veteran's Day
Good Friday	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year's
Thanksgiving Day	Day After Thanksgiving
Labor Day	Employee Birthday (to be used within 12 months from the date earned)

**SECTION B.**

The following rules shall govern the eligibility for the holiday benefit:

1. The employees must work the scheduled workday prior to and the scheduled workday following a holiday in order to be eligible for such holiday pay.

**SECTION C.**

It is understood that employees may be required to work on one of the foregoing holidays. An employee who is scheduled to work on any holiday set forth above and does not work said day shall receive no holiday benefit for such day.

## **SECTION D.**

The City will add the holiday benefit, at the rate set forth in this Article, to employees vacation leave and the time may be taken pursuant to Article XVII - Vacation. It is understood that time off with pay pursuant to this Section will be subject to the prior approval of the City and the scheduling needs of the Department. The City will make a lump sum payment, at the rate set forth in this Article, to each employee in December of each year for the holiday benefit days not taken as time off by the employee in that calendar year.

## **ARTICLE XVII - VACATIONS**

### **SECTION A.**

Each regular, full-time seniority employee will earn vacation leave with pay in accordance with the following provisions.

### **SECTION B.**

Vacation leave with pay is earned in the anniversary year prior to the anniversary year in which the vacation leave with pay is to be taken. The employee's anniversary is measured from the employee's anniversary date (i.e. date of hire) to the next succeeding anniversary date. Vacation earned in accordance with this Article will be awarded an employee on his anniversary date. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each anniversary year, however, the City Manager may, in his sole discretion, make an exception to this requirement in exceptional cases.

### **SECTION C.**

Vacation leave with pay may not be taken until earned, however, the Director of Public Safety may grant an exception to this requirement when he believes it is warranted by special circumstances.

### **SECTION D.**

An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following scheduled:

1. Employees with One (1) year, but less than two (2) years of seniority will receive five (5) days vacation.
2. Employees with two (2) years, but less than (5) years of seniority will receive ten (10) days vacation.

3. Employees with five (5) years, but less than ten (10) years of seniority will receive fifteen (15) days vacation.
4. Employees with ten (10) years, but less than fifteen (15) years of seniority will receive twenty (20) days vacation.
5. Employees with fifteen (15) years, but less than twenty-five (25) years of seniority will receive twenty (22) days vacation.
6. Employees with twenty-five (25) years or more of seniority will receive twenty-five (25) days vacation.
7. An eligible employee must receive pay for eighty percent (80%) of the time within a given month to earn vacation credit under the above schedule.

#### **SECTION E.**

Unless otherwise authorized by the City, vacation leave with pay must be taken in periods of at least five (5) consecutive workdays. The City Manager or Director of Public Safety may make an exception to this requirement.

#### **SECTION F.**

Vacations will be scheduled by the Director. In order to determine employee preference, employees are required to submit a written application stating their first and second choices for their vacation period and submit the application to the Director during the month of April of each year. The Director will post the vacation list by May 10<sup>th</sup> of each year.

When authorized by the Director, the employee may change his requested vacation period. The Director may, when in his opinion it is necessary for the efficient operation of the department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period, provided, however, that if the vacation cannot be rescheduled within the vacation year, the employee, at the employee's option, will either receive pay in lieu of his vacation time off or he will be allowed to take his vacation in the next vacation year.

In the event an employee does not submit an application during the month of April, he may thereafter file such application but it must be filed no later than fifteen (15) days prior to the requested vacation period. Such application must be approved by the Director. The posted list will take precedence over such application .

If more requests for a vacation on a particular date are received than can be granted, preference for vacation will be allocated on the basis of seniority for those who turn in the application during the

month of April. Those who apply after the month of April will be assigned vacations on the basis of first come, first served.

**SECTION G.**

Vacation leave with pay will be paid at the employee's regular base straight-time pay.

**SECTION H.**

Paid holidays (as set forth in Article XVI) falling within a scheduled vacation period will not be charged against the earned vacation time.

**SECTION I.**

If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. The length of time of his illness during the vacation will be charged against his sick leave.

**SECTION J.**

An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the City at least two (2) weeks advance written notice of the resignation.

**SECTION K.**

A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the City Manager.

**SECTION L.**

An employee must work his scheduled day prior to and his scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said days. The Director may, in his sole discretion, make an exception to this requirement in exceptional cases.

**ARTICLE XVIII - SICK LEAVE**

Sick leave with pay will be earned by all regular, full-time seniority employees in accordance with the following provisions:

**SECTION A.**

Full-time employees will be credited with one (1) work day of sick leave credit for each complete year of service. In addition, full-time regular employees will earn one (1) work day of sick leave for

each completed full calendar month of service. Each employee will have one (1) less sick leave day each year until a level of thirteen (13) annual sick leave days has been attained. In order to earn a day of sick leave, an employee must be paid for eighty percent (80%) of the scheduled working days within the calendar month.

#### **SECTION B.**

Sick leave shall not be taken by an employee at his/her discretion, but shall only be available for use by full-time employees with an acute illness or injury over which the employee has no reasonable control. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period.

#### **SECTION C.**

For purposes of computing sick leave pay, a workday shall be considered to be eight (8) hours paid at the employee's straight time rate. Sick leave shall be taken in increments of at least one (1) eight (8) hour workday, unless otherwise agreed to by the City.

#### **SECTION D.**

In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor prior to or within one-half (½) hour after the time set for beginning his/her daily duties or present an excuse acceptable to the City.

#### **SECTION E.**

The City may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken. Falsification of such evidence will be cause for dismissal.

#### **SECTION F.**

No sick leave may be taken until earned, however, the City Manager may grant an exception to this requirement when he believes it is warranted by the circumstances.

#### **SECTION G.**

Employee on leave of absence without pay or on a health leave of absence without pay shall not accumulate sick leave while on such leave.

## **SECTION H.**

The City reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

## **SECTION I.**

Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

## **SECTION J.**

Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

## **SECTION K.**

Except as otherwise herein provided, sick leave with pay earned or credited within any calendar year that is unused on December 31<sup>st</sup> of each year will be allowed to accumulate and carry over from year to year for actual sick days and would not be capped.

## **SECTION L.**

Payment for accumulated sick leave will be made only on the following basis: Payment will be at the salary rates current at the time of retirement, termination, or death. If an employee has ten (10) or more years of seniority, he/she will be paid for one-half (1/2) of accumulated unused sick leave up to eighty (80) days or one-half of the cap established as of the effective date of the policy if employment is terminated by:

- a. Voluntary retirement under the provisions of the Michigan Municipal Employees' Retirement System.
- b. Death while in the employ of the City.

If an employee has fifteen (15) or more years of seniority, he/she will be paid for one-third (1/3) of his/her accumulated unused sick leave up to fifty-three (53) days or one-third (1/3) of the cap established as of the effective date of this policy upon the employee's voluntary resignation.

## **SECTION M.**

In no case shall a City employee who has been discharged and not reinstated be entitled to pay for accumulated sick leave.



**SECTION N.**

Except for current employees, all new hires, as of July 1, 1988, shall earn ½ sick day per month with no cap and no payment upon termination of employment. Effective July 1, 1991, employees hired after January 11, 1989 shall earn .833 sick day per month with no cap and no payment upon termination of employment.

**SECTION O.**

Current employees, for purposes of a cash payment for accumulated sick days, shall, as of the effective date of this agreement, have their sick days capped at one hundred sixty (160) days plus all days in excess of one hundred sixty (160) days. In no case shall the cap be less than one hundred sixty (160) days for current employees.

**SECTION P.**

If an employee uses no more than sixteen (16) hours of sick leave per year, July 1 - June 30, a sick leave or personal leave bonus will be applied in the following manner:

1. At July 1, 1992, eight (8) hours will be credited at the discretion of the eligible employee to personal leave or sick leave.
2. At July 1, 1993, twelve (12) hours will be credited at the discretion of the eligible employee to personal leave or sick leave.
3. At July 1, 1994, and each year thereafter, sixteen (16) hours will be credited at the discretion of the eligible employee to personal leave or sick leave.

**ARTICLE XIX - LEAVES OF ABSENCE**

**SECTION A.**

The City may grant a temporary written leave of absence to bargaining unit employees for periods up to thirty (30) calendar days. Such leave may be extended upon written approval by the City. Such leave will be without pay or fringe benefits. Seniority for purposes of Article XI - Layoff, shall accumulate during such leave; however, such time shall not be considered as work time for purposes of this Agreement. No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

## **SECTION B.**

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirement of the applicable laws of the United States.

## **SECTION C.**

A seniority employee with at least one (1) year seniority who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to one (1) year. A written request for such leave must be submitted to the Personnel Department prior to the start of the leave. Within thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXVI, Section A, certifying the fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall otherwise accumulate during the leave.

## **SECTION D.**

All leaves shall be in writing signed by the City, and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

## **SECTION E.**

Any employee who seeks and/or obtains employment while on leave of absence shall be automatically terminated from the City effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

## **ARTICLE XX - INSURANCE**

### **SECTION A.**

The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the Blue Cross/Blue Shield Master Medical Plan for full-time seniority employees who are not otherwise covered by another medical hospitalization plan. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the City.

Should a full-time employee desire the Blue Cross Comprehensive-Hospital-Medical-Surgical Benefit Plan, or Plan BCN-5, Option 2-Blue Cross Network HMO with prescription program, \$3.00 co-pay, and should a sufficient number of employees choose this plan, to enable the City of Lapeer to continue to purchase such coverage than the employer agrees to pay the premium or an amount equal to the amount of premium paid for the traditional health insurance (existing) whichever is smaller. Any additional premium above the amount paid by the employer shall be deducted from the employees pay on a monthly basis.

Should a full-time employee desire the Community Blue Option 1 Plan (PPO), with prescription program, \$3.00 co-pay, and should a sufficient number of employees choose this plan, to enable the City of Lapeer to continue to purchase such coverage than the employer agrees to pay the premium or an amount equal to the amount of premium paid for the traditional health insurance (existing) whichever is smaller. Any additional premium above the amount paid by the employer shall be deducted from the employees pay on a monthly basis.

#### **SECTION B.**

The City agrees that as soon as possible after the effective date, and for the duration of this Agreement, it will pay the premiums to furnish Blue Cross Preferred Dental Car Program, 75-50-50 copay, \$1,000.00 maximum and Blue Cross Vision Care Group Benefit as outlined in Certificate A-80 for all full-time seniority employees who are not otherwise covered by another dental and/or vision care plan. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the City.

#### **SECTION C.**

The City agrees that, for the duration of this Agreement, it will continue to pay the premiums for Double Indemnity Term Life Insurance Policy currently in force for regular, full-time seniority employees in the amount of the employee's salary rounded to the nearest thousand dollars.

#### **SECTION D.**

An eligible full-time employee shall become insured on the first of the month following the completion of the probationary period, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

#### **SECTION E.**

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or the day he goes on any leave of absence or is laid off.

**SECTION F.**

Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebate or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select the carrier, to change carriers, and to become self-insured. No matter contained in this Article shall be subject to the grievance procedure.

**SECTION G.**

The City shall provide at no expense to the employee, false arrest and liability insurance in the amount of \$1,000,000.00 single occurrence, \$1,000,000.00 aggregate.

**ARTICLE XXI - FUNERAL LEAVE**

**SECTION A.**

Any seniority, regular full-time employee subject to this Agreement who, while actively working, shall suffer death in his immediate family (as defined in Section B of this Article) shall be granted a leave of absence with eight (8) hours of basic straight time pay for up to three (3) regularly scheduled work days. The City may require written application for such leave as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral, as well as proof of fulfillment of other rules of eligibility of this Article, before making any payment under this Article. The City Manager may, in his sole discretion, make an exception to these requirements in exceptional circumstances.

**SECTION B.**

Immediate family is defined for the purposes of this Article as any of the following relatives of eligible employees: mother, father, sister, brother, child, spouse, sister-in-law, brother-in-law, grandchildren, grandmother, grandfather, mother-in-law, father-in-law or any relative residing in the same household as the employee at the time of death.

**ARTICLE XXII - RETIREMENT**

**SECTION A.**

Members of the City of Lapeer Public Safety Department, members of the "Police Officers Labor Council", shall be covered by the provisions of the Michigan Municipal Employees Retirement System waiver 47F (55 years of age and 25 years service) retirement program.

## **SECTION B.**

All City employees and their spouses who receive pension benefits from the City of Lapeer Retirement System, shall be covered by the City with Blue Cross/Blue Shield benefits.

The City will not be required to provide the retired health insurance benefit coverage if any one of the following circumstances apply:

1. That the retired employee becomes eligible or covered, as the primary insured, under an equal or better insurance package. This provision would not apply to retired employees who receive coverage as the secondary insured under a spouse's policy.
2. In the case that the retired employee or spouse is entitled to Medicare benefits, the City agrees to pay the supplemental premium to maintain the same benefit level (i.e. maintain all policy riders) held by the employee or spouse prior to receiving Medicare.
3. In the case of a covered employee's spouse, if the spouse divorces the retired employee or if the spouse remarries and becomes eligible or covered by a group health plan of equal or better coverage, i.e. the spouse's.
4. The employee and spouse will be required to annually certify by December 31 of each year that they are not eligible to receive any comparable employer provided insurance coverage or received any comparable employer provided health insurance coverage during the past year. If the retired employee temporarily does receive equal or better coverage, and such coverage is terminated, nothing in this language would prevent reenactment of this benefit to the retired employee.

## **SECTION C.**

The employer agrees to continue to provide the herein established retirement programs at no cost to the employee. The employer shall, therefore, select a payment plan from the MERS known as "the non-contributory plan".

## **SECTION D.**

Effective July 1, 1989, the employer agrees to provide the MERS Retirement Plan known as the "B-3 Plan".

## **SECTION E.**

Effective July 1, 1997, the employer agrees to provide the MERS Retirement Plan known as the "B-4 Plan".

## ARTICLE XXIII - HEALTH AND SAFETY

### SECTION A.

Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the City. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons, and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the City. All injuries sustained by an employee in the course of his work will, when the City so designates, be subject to treatment by or under the supervision of a City appointed physician.

### SECTION B.

Each employee shall carefully follow all safety regulations of the City and shall use all safety equipment provided by the City. Failure to observe this requirement, to promptly file a complete and accurate accident report as required herein or to adhere to any of the City's safety rules shall subject the employee to disciplinary action by the City.

### SECTION C.

It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment to his immediate supervisor. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one copy to be retained by the employee. In the event continued defects of equipment are experienced, a written complaint may be filed with the Director, with a copy to the City Manager.

## ARTICLE XXIV - OUTSIDE ACTIVITY

### SECTION A.

During the term of this Agreement, employees shall not engage in any outside employment, perform work for another employer, or otherwise sell or dispose of their services to any employer except the City if it impairs the employee's ability to satisfactorily complete his assigned duties.

### SECTION B.

No employee may directly or indirectly maintain or engage in any outside business, financial or employment activity which conflicts with the interest of the City or which interferes with his ability to discharge his City duties fully. Such conflict of interest shall be grounds for discharge.



## ARTICLE XXV - REPLACEMENT OF DAMAGED OR DESTROYED PERSONAL PROPERTY

### SECTION A.

The City of Lapeer agrees to repair or replace damaged or destroyed personal property, as specified below, of all Police Officers, provided such damaged or destroyed property was incurred in the line of duty.

The City of Lapeer's liability is limited to the following specified items and to the extent of the dollar amounts shown:

ITEM	DOLLAR LIMIT
Eye Glasses (Excluding contact lens)	\$200.00
Hearing aids	\$200.00
Dentures	\$200.00
Watches	\$50.00

### SECTION B.

The burden of proof of such damage or destruction to personal property will be borne by the individual Police Officer and will be duly reported on the shift report. Request for reimbursement of damaged or destroyed items will be submitted in writing to the Director within one (1) working day after the occurrence.

## ARTICLE XXVI - GENERAL

### SECTION A.

The City may, at its discretion, require that employees submit to physical and medical tests and examinations by a City appointed doctor when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

### SECTION B.

The City may at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time which exceeds two (2) work days.

### **SECTION C.**

The City will not be responsible for the loss of theft of an employee's personal property which is brought to work .

### **SECTION D.**

It is understood and agreed by the parties that all certified employees in the Public Safety Department may perform bargaining unit work. Nothing in this Agreement will be construed to prevent Public Safety Department employees from performing such work.

### **SECTION E.**

It is understood and agreed by the parties that employees in the bargaining unit are not members of the firefighting service and will not normally perform firefighting duties. Employees may on an individual voluntary basis be members of the volunteer firefighting service, provided that the City incurs no liability for overtime payments under this contract by such volunteer firefighting service. It is further understood and agreed by the parties that all employees in the bargaining unit will be assigned road patrol duties unless otherwise assigned by the Director of Public Safety.

### **SECTION F. - SUBCONTRACTING.**

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.

### **SECTION G.**

The City will continue to have the right to require an employee to take an involuntary sick or health leave of absence, according to the terms of Article XVIII, Section I, if the employee suffers from a disability, mental and/or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties. In the event a dispute exists as to the employee's condition, the employee may submit a report from a medical doctor of his own selection and at his own expense. If the dispute still exists, final disposition, binding on both parties, shall be by the majority vote and the report of a committee consisting of three (3) physicians, one of whom will be selected by the City, one by the employee, and the third the Chief of Surgery of Lapeer Regional Hospital. The committee's written report will be submitted to the City and the Union. The costs of the report will be shared equally between the City and the Union.

**SECTION H.**

A member of the bargaining unit will be selected by the Union to act as the Safety Officer on the City Safety Committee.

**SECTION I.**

The City and the Union shall mutually agree on a job description for all classifications covered by this contract.

**SECTION J. - JURY DUTY**

Employees shall be granted leaves of absence for required jury duty. Full-time employees shall receive their regular straight time pay for all time spent on required jury duty, provided all fees received for time spent on jury duty are returned to the City. An employee excused from jury duty during regular working hours shall immediately report by telephone to the employee's immediate supervisor. Unless otherwise instructed, the employee shall return to work as quickly as possible.

**SECTION K. - PERSONAL LEAVE**

All full-time seniority employees shall be granted two (2) paid leave days each calendar year for urgent, necessary, legal, business, household, or family matters which require the employee's absence during normal working hours.

Application for such leave must be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant must state the reason for taking such leave. Hunting, fishing, recreation, vacationing and social matters are not considered proper uses of this Article. The personal leave day may not be accumulated or carried over from year to year, and will be forfeited if not used by December 31<sup>st</sup>. The number of employees allowed to take leave pursuant to this Article at any one time will be within the sole discretion of the Director of Public Safety.

**SECTION L.**

Reserve officers shall work one-on-one with regular officers except that a reserve officer assigned to a neighborhood program may work independent of a regular officer.

**SECTION M.**

A clothing allowance for the Detective(s) shall be provided on the following scheduled dates:

- |                   |                   |
|-------------------|-------------------|
| 7/1/97 - \$400.00 | 7/1/00 - \$400.00 |
| 7/1/98 - \$400.00 | 7/1/01 - \$400.00 |
| 7/1/99 - \$400.00 |                   |

## **ARTICLE XXVII - MAINTENANCE OF CONDITIONS**

The City shall make no changes that are contrary to the provisions of this Agreement, in wages, hours or conditions of employment. This Agreement shall supersede any rules and regulations governing the Public Safety Department which are in conflict with the provisions of this agreement.

## **ARTICLE XXVIII - SCOPE OF AGREEMENT**

### **SECTION A.**

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 the right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The parties may reopen negotiations by written mutual agreement.

### **SECTION B.**

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the City and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## **ARTICLE XXIX - SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

ARTICLE XXX - DURATION OF AGREEMENT

SECTION A.


The provisions of this Agreement shall be effective as of July 1, 1997, and shall continue and remain in full force and effect to and including June 30, 2002, and thereafter for successive periods of one (1) year, unless either party serves written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement.


SECTION B.


IN WITNESS WHEREOF, the Union and the City have cause this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.


CITY OF LAPEER, MICHIGAN

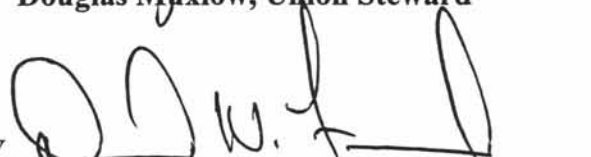
THE POLICE OFFICERS LABOR COUNCIL

BY   
Albert F. Gelhausen  
Mayor

BY   
Richard Ziegler, Field Representative  
Police Officers Labor Council

BY   
George J. Strand  
City Clerk

BY   
Douglas Muxlow, Union Steward

BY   
David Frisch, Alternate Steward

**SCHEDULE "A"**

<u>Seniority</u>	<u>Classification</u>	<u>July 1, 1997</u>	<u>July 1, 1998</u>	<u>July 1, 1999</u>	<u>July 1, 2000</u>	<u>July 1, 2001</u>
15 Years	Lieutenant I	\$40,657.60	\$42,283.91	\$43,975.26	\$45,734.28	\$47,563.65
	Start	\$40,120.96	\$41,725.80	\$43,394.83	\$45,130.63	\$46,935.85
	Lieutenant	\$39,080.48	\$40,643.69	\$42,269.44	\$43,960.22	\$45,718.63
	Start	\$38,121.08	\$39,645.92	\$41,231.75	\$42,881.03	\$44,596.27
20 Years	Sergeant III	\$40,111.60	\$41,716.07	\$43,384.71	\$45,120.10	\$46,924.90
	Start	\$39,227.12	\$40,796.20	\$42,428.05	\$44,125.17	\$45,890.18
15 Years	Sergeant II	\$39,696.65	\$41,284.52	\$42,935.90	\$44,653.34	\$46,439.47
	Start	\$38,812.14	\$40,364.63	\$41,979.22	\$43,658.38	\$45,404.72
10 Years	Sergeant I	\$39,167.82	\$40,734.54	\$42,363.92	\$44,058.48	\$45,820.82
	Start	\$38,295.80	\$39,827.63	\$41,420.73	\$43,077.56	\$44,800.66
	Sergeant	\$38,121.08	\$39,645.92	\$41,231.75	\$42,881.03	\$44,596.27
	Start	\$37,671.82	\$39,178.69	\$40,745.84	\$42,375.67	\$44,070.70
20 Years	Patrolman IV	\$37,887.37	\$39,402.86	\$40,978.98	\$42,618.13	\$44,322.86
15 Years	Patrolman III	\$37,478.70	\$38,977.85	\$40,536.96	\$42,158.44	\$43,844.78
10 Years	Patrolman II	\$36,998.03	\$38,477.95	\$40,017.07	\$41,617.75	\$43,282.46
05 Years	Patrolman I	\$36,483.74	\$37,943.09	\$39,460.81	\$41,039.25	\$42,680.82
6 Months	Patrolman	\$35,967.89	\$37,406.61	\$38,902.87	\$40,458.99	\$42,077.34
	Start	\$31,276.37	\$32,527.42	\$33,828.52	\$35,181.66	\$36,588.93

The starting rate will be paid to new employees during their probationary period. In the case of promotion, the starting rate in Schedule "A" will be paid during the six (6) month probationary period as set forth in Article

Shift Premiums:

Afternoon Shift	\$0.25
Midnight Shift	\$0.30




**LETTER OF UNDERSTANDING**

In addition to the amendments incorporated within the contract between the City of Lapeer and the Labor Council - Police Officers Labor Council, the parties agree to the following:

1. Article XXVI - General, Section K - Jury Duty: The bargaining unit and City agree that this section shall not be construed to allow employees to collect pay for non-work attendance at a jury trial during non-working hours.

**DATED:** September 6, 1994

**CITY OF LAPEER:**

  
George J. Strand  
City Manager

**POLICE OFFICERS LABOR COUNCIL:**

  
Richard Ziegler, Field Representative

  
Douglas Muxlow, Union Steward

  
David Frisch, Alternate Steward