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WORK WAGE AGREEMENT
CITY OF OTSEGO, MICHIGAN
and
POLICE OFFICERS LABOR COUNCIL, OTSEGO

Otsego, City of

DATED: July 18, 1994

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AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF OTSEGO, hereinafter referred to as the "Employer" and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union".

PURPOSE AND INTENT

The intent of this Agreement is to set forth the terms and conditions of employment of members of the Union for the purpose of promoting orderly and peaceful labor relations for the mutual benefit and in the best interests of the Employer, the Union and the residents of the City of Otsego.

ARTICLE I - MANAGEMENT RIGHTS

Section 1. Rights of the City.

- (a) The Employer retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operation; to continue and maintain its operations as in the past; to study and use improved methods and equipment, to use outside assistance whether in or out of the City's facilities, and in all respects to carry out the ordinary and customary functions of administration of the City. The Labor Council hereby agrees that the Employer retains all rights established by the law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.
- (b) The Employer shall have the right to hire, promote, assign, transfer within the employees bargaining unit, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules, and to fix and determine penalties for violation of such rules; to

make judgements as to ability and skill; to establish and change work schedules, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein.

- (c) The employer shall have the right to establish a substance abuse testing program. The policy on substance abuse testing will be jointly approved by the Union and City and attached to this agreement.

Section 2. Discharge and Discipline.

- (a) Discipline is primarily the responsibility of the Chief of Police, and subject to the approval of the City Manager, he shall draft suitable rules and regulations, written General Orders, and/or Temporary Orders to serve as guidelines and a framework within which the Department can effectively function as a police agency. The said Rules and Regulations shall define the levels of authority and responsibility, with a brief job description at each level, and shall contain a list of rules or standards of conduct, violation of which may result in disciplinary action up to and including dismissal from the Department.
- (b) Disciplinary actions shall be subject to appeal to the Grievance Procedures.
- (c) In imposing any discipline on a current charge, the Department may consider the employee's past record, not to exceed three (3) years prior to the date of the present infraction.

ARTICLE II - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative of all members of the bargaining unit as described herein: all sworn police officers from the rank of Sergeant down to Patrolman for the purpose of collective bargaining in respect to rate of pay, hours, wages, grievances and other conditions of employment described in this Agreement. Such recognition specifically excludes the Chief of Police and all part-time employees.

Section 2: Within five (5) regularly scheduled working days of the effective date of this Agreement the Union will furnish the Employer with the names of its local stewards, members and

designated representatives of the local Grievance Committee and local Union officers, and will advise the Employer of any changes in such personnel as they occur so that the Employer may at all times be advised as to the authority of the individual representatives of the local association with which the Employer may be dealing.

Section 3. Definitions of Employee Coverage. For the purposes of this recognition granted the Union for this Agreement, the following definitions shall be applicable:

(a) Full-time Employee - A full-time employee is an employee who is employed by the Employer on a regular basis and whose normal schedule of work averages forty (40) hours or more per pay period in a position classified by the Employer as permanent.

(b) Regular Part-time Employee - A regular part-time employee is defined as an employee who is employed by the employer on a regular part-time basis and whose normal work schedule usually averages less than forty (40) hours per pay period on a continuous basis in a position classified by the Employer as permanent.

(c) Temporary Employee - A temporary employee is defined as an employee who is employed for a limited period of time irrespective of whether or not the employee works a full-time or a regular part-time schedule.

(d) Irregular Part-time, Casual or On-Call Employee - An irregular part-time, casual or on-call employee is an individual not included within the above definitions whose schedule is not on a regular or continuous basis, but who works on an intermittent basis.

Section 4. Employees Excluded From Coverage. Provided bargaining unit employees are not adversely affected, the employer may hire temporary, regular part-time, irregular part-time, casual and/or on-call employees to perform bargaining unit work, and these employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is defined as a claim or dispute arising under and during the term of this agreement regarding the meaning, interpretation, or application of the terms or provisions of this agreement as written. A grievance may be filed which claims that a rule, special order, or regulation and/or the enforcement thereof constitutes a violation of this Agreement. This grievance must be filed within thirty (30) days

after the establishment or revision of such rule, special order, or regulation, or such rule, order or regulation will be conclusively presumed to be consistent with and not in violation of the Agreement.

Section 2. Grievance Procedure. Employees shall discuss any complaint with their immediate supervisor before attempting to implement the grievance procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

Step 1: In order to be processed hereunder, an employee who believes he has a grievance shall, within five (5) days after the occurrence of the event upon which the grievance is based, or if within such five (5) day period the grievant has no knowledge of the event upon which the grievance is based, then within five (5) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, submit the grievance in writing to the Chief of Police. The grievance shall state the facts upon which it is based, when it occurred, the section of the Agreement that has been violated and shall be signed by the employee who is filing the grievance and his Union representative. The Chief of Police will give his written answer to the grievance within five (5) days after the date of receipt of the written grievance. Such answer shall be delivered to the Union representative or his alternate. Any settlement shall not be final unless approved by the Chief of Police.

Step 2: When the grievance has not been settled in the First Step, and is to be appealed to the Second Step, the Union shall notify the City Manager in writing of its desire to appeal within five (5) days after receipt of the Chief of Police's first step answer. The City Manager or his designee shall meet with the grievant within ten (10) days from said notice for the purpose of considering the grievance. Such meeting may be attended by the representative from the Union. The City Manager or his designated representative shall give a written answer to the Union's representative or his alternate within ten (10) days after the date of the meeting.

Section 3. Time Limits. Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered settled on the basis of the City's last answer. If the City fails to timely answer a grievance, it shall automatically advance to the next step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing. For the purpose of this Article, "days" shall mean all working days excluding Saturdays,

Sundays and days celebrated as Holidays under this agreement.

Section 4. Step Two Meetings. Meetings of the City and Labor Council representative as provided in Step Two shall be held during non-working hours at a mutually convenient time and place designated by the City. In those instances where it is necessary that a meeting be held during a Labor Council representative's duty hours, the representative shall not suffer a loss of pay for time lost from his regularly scheduled shift while attending such meetings. In the event it is decided during a Step Two meeting that the grievant shall be present, the grievant shall not suffer a loss of pay for time lost from his regularly scheduled shift while attending such meetings.

Section 5. Grievance Discussions. It is understood and agreed that the Labor Council representative and the aggrieved employee shall discuss and prepare grievances during non-working hours. However, the Labor Council representative and the aggrieved employee shall not suffer a loss of pay for time necessarily lost from their regularly scheduled working hours when excused from work by the Chief of Police for the purpose of discussing a potential grievance with the Chief of Police.

Section 6. Grievance Investigations. Grievance investigations, to the extent possible, shall be conducted during non-working hours. In those instances where this is not possible, the Labor Council representative shall request to be excused by the Chief of Police for the purpose of such investigation and shall not suffer loss of pay for those hours so excused. The Labor Council representative shall complete his investigation as quickly as possible and in such manner so as not to interfere with the performance of work in the department.

Section 7. Grievance Settlements. Settlement of a grievance in any case shall not be made retroactive for a period exceeding five (5) regularly scheduled working days prior to the date the grievance was first produced in writing.

Section 8. Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager within thirty (30) working days after receipt of the City's written disposition in Step 2 of the grievance procedure. If the City fails to answer a grievance within the time limits set forth in Step 2 of the grievance procedure, the Union may request arbitration by filing the arbitration request form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the City Manager not later than thirty (30) working days following the date the City's written Step 2 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time

limits established herein, the grievance shall be considered settled on the basis of the City's last written disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

Section 9. Selection of Arbitrator. If a timely request for arbitration is filed by the Labor Council on a grievance which is arbitrable, the parties shall promptly select, by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining shall serve as arbitrator. The party who strikes the first name from the panel will be determined by a flip of the coin. The arbitrator's decision shall be final and binding on the City, Labor Council and employees, provided however, that each party reserves its lawful right to challenge the award of the arbitrator in a Court of competent jurisdiction if the arbitrator has exceeded his jurisdiction. Each party shall pay for the expense of its own witnesses, but fees and expenses of the arbitrator shall be shared equally between the Labor Council and the City.

Section 10. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this agreement as written. He shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before the arbitrator is permitted to hear merits of the grievance. The Labor Council acknowledges that the City retains all rights not otherwise abrogated under the express terms of this Agreement as generalized in the Managements Rights Clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable.

Section 11. Veterans' Preference Claims. Any employee who may come within the provisions of any legislative enactment which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 2 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue this statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

ARTICLE IV - WORK DAY

Section 1: The normal work day shall consist of ten (10) consecutive hours of work, including a reasonable paid meal period.

Section 2: Officers shall be scheduled for a minimum of ten (10) hours off between shifts. Officers shall not work more than one (1) consecutive shift except in an extreme emergency designated by the Chief of Police.

ARTICLE V - WORK SCHEDULE

Section 1: Tours of Duty. The normal tour of duty for full-time police officers shall consist of one hundred sixty (160) hours of work in a twenty-eight (28) day work period.

Section 2: Work Schedule. Work schedules of all Employees shall be determined by the Employer. The Employer will attempt to plan and make available work schedules seven (7) calendar days in advance of the first working day included in the schedule, provided, however, that this shall not prohibit the employer from adjusting the schedule at any time when operational needs or personnel requirements necessitate a change. For the purposes of any premium pay provision that may be established in the Agreement, the regular workweek and the regular workday shall be defined and established by the Employer. No work schedule shall have the effect of or shall be construed as a guarantee of hours or work, and the Employer reserves that right to reduce or increase the hours of work. Any such reduction or change in the work schedule shall not have the effect of or be construed as invoking, if any, the layoff and recall provisions of this Agreement. The Chief of Police or his/her designee shall maintain an adequate shift rotation as required for the welfare of the public and the safety of the officers insofar as need is established and resources are available. The normal shifts shall be 7:00 a.m. to 5:00 p.m., 5:00 p.m. to 3:00 a.m., 9:00 p.m. to 7:00 a.m. and an additional shift of 11:00 a.m. to 9:00 p.m. may be scheduled.

Section 3: Overtime. All Employees shall be expected to work reasonable overtime upon request by the Employer. Overtime shall be worked as needed or required and compensation shall be approved by the Chief of Police in order for the Employee to be compensated for said overtime.

Section 4: Overtime Premium. Employees shall receive one and one-half (1 1/2) times their straight time regular rate of pay in excess of ten (10) hours worked in a twenty-four (24) hour period. For the purposes of this section, hours worked shall include all paid hours.

Section 5: Shift Changes. Shift changes occurring after the posting of the work schedule may be filled by off-duty officers

voluntarily filling the vacancy or by part-time officers being used. If part-time officers or regular volunteers cannot be obtained, the City shall have the right to require regular off-duty officers to work the necessary shift. If regular officers are required to fill a vacancy on a shift, they shall be paid time and one-half (1 1/2) for all hours worked on said shift.

(a) The Employer reserves the right to hire and utilize regular part-time, irregular part-time employees, temporary employees, casual employees, on-call employees, auxiliary or volunteers, students, and/or contract employees to perform bargaining unit work, and these employees shall not be within the recognition granted the Union, shall not be covered by the terms of this Agreement and utilization will not result in layoffs.

Section 6: A Four (4) week work schedule shall be posted one (1) week in advance.

Section 7: Changes in the posted work schedule resulting from accidents, sickness or vacations may be covered either by a change in the rotational pattern of the shifts or by calling in off-duty or part-time officers.

Section 8: Work Schedule. The work schedule shall be bid three (3) times within a twelve month period starting at the date set in a letter of understanding attached to this contract. Each officer in order of seniority shall choose (bid) the shift or "slot" which they will work on the forthcoming schedule.

In the event of a special or emergency need as listed below, the employer reserves the right to approve the shift chosen by the Sergeant in a seniority bidding process.

1. Supervision of the police department in the absence of the Chief.
2. Special Investigations.
3. The Sergeant is not permitted to bid consecutive day Shifts (7:00 a.m. to 5:00 p.m.) unless authorized by the Chief of Police.
4. Or other departmental emergency needs

While the Police Department offers the DARE program, a shift conducive to the needs of the DARE program will be included in the schedule which only the designated DARE Officer may choose.

ARTICLE VI - CALL TIME

Section 1: When an officer is called in to work before his/her regularly scheduled shift, he/she shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times the established rate of pay.

ARTICLE VII - DEPARTMENTAL MEETINGS

Section 1: Departmental meetings shall be called at the discretion of the Chief of Police.

Section 2: It shall be compulsory that all officers attend departmental meetings, unless officers are on vacation.

Section 3: It is understood and agreed that each employee required to attend a departmental meeting or training program while not on duty will receive a minimum of one hour pay at time and one-half (1 1/2). Article VII call time is not applicable to this section.

ARTICLE VIII - COURT PAY

Section 1: When an off-duty officer is required to appear in court due to the city being a party to litigation or unless otherwise authorized by the Chief of Police, he/she shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the established rate of pay.

Section 2: When an officer is paid for time spent in court, he/she must sign over to the Chief of Police all witness fees or other monies which are received from said court. On all statute violations the officer must turn in court monies and mileage prior to receiving compensation from the city. It is understood and agreed that a form will be developed for the court to certify that the officer has made application for due monies. Upon submittal of the certified form the city will release owed compensation.

ARTICLE IX - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous, full-time employment with the City since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been discharged. Approved leaves of absence shall not void seniority.

Section 2: Seniority shall apply in the following situations and conditions:

- (a) When the Employer determines it is necessary to reduce the size of the force by layoff, it shall determine which rank classification within the bargaining unit shall be reduced and

the least senior employee(s) in the rank classification shall be laid off. Employees thus removed from a classification may exercise their seniority to any lower-rated classification in the bargaining unit, provided they have the then present ability to perform the work in an effective and efficient manner.

(b) Employees shall be recalled to their classification in inverse order of layoff.

(c) Being promoted or transferred, subject to qualifications and experience.

Section 3. Loss of Seniority. An employee's seniority, classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

(a) If the employee quits or retires.

(b) If the employee is terminated or discharged.

(c) If the employee is absent from work or fails to report for work on the return from an approved leave of absence, vacation or disciplinary suspension, for three (3) consecutive scheduled days of work without notifying the Employer, unless both the employee's failure to notify the Employer and his absence are for satisfactory reasons as determined within the Employer's sole discretion. Regardless of whether an employee gave proper notice, (meaning that the employee has not complied with the City personnel policy on attendance) the employee may still be subject to disciplinary action up to and including discharge for the absence.

(d) If the employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee's seniority, whichever is lesser.

(e) If the employee is on disability leave for a period of twelve (12) consecutive months unless additional time is granted by the Employer.

(f) If the employee is discharged while on worker's compensation leave and is not reinstated according to Article XIV, Section 3 of this Agreement.

(g) If the employee fails to return to work on the required date following recall to work from layoff, unless the employee's failure to return is for a satisfactory reason as determined within the Employer's sole discretion.

(h) If part or all of the Employer's operations are permanently discontinued, transferred or sold.

(i) If the employee falsifies information on his application form or uses an approved leave of absence to obtain work at any other unauthorized employment.

(j) If the employee is convicted of a felony or a crime involving moral turpitude

(k) If an employee has his law enforcement certification suspended or restricted.

Section 4. Probationary Employees. Employees shall acquire seniority after having been employed as a regular full-time or regular part-time employee for the period of six (6) months, after which their seniority shall be as of their first date of hire or as adjusted by this Agreement. During this probationary period, an employee shall be considered a probationary employee who may be laid off, terminated, or discharged by the employer without regard or recourse to this Agreement and specifically without recourse to the grievance and arbitration procedure. The Employer shall have the right to waive all or part of the probationary period. The Employer may, in its sole discretion, also extend the probationary period up to an additional three (3) months.

Section 5. Seniority While on Leave of Absence. Employees on Employer approved paid leaves of absence shall continue to accrue seniority and classification seniority during the period of their leave of absence. Employees on Employer approved unpaid leaves of absence or on layoff shall not accumulate seniority and classification seniority.

ARTICLE X - PAY DAY

Section 1: Wages for the week ending Sunday at midnight shall be paid on Thursday of the following week. However, the City shall have the right to change to a biweekly pay period and if it exercises said right, wages for the biweekly period ending Sunday at midnight shall be paid on Thursday of the following week. In addition, if the Employer institutes a biweekly pay period, it shall give the employees thirty (30) days notice prior to its implementation.

Section 2: Vacation checks shall be delivered to the employee on his/her last pay day prior to the start of his/her vacation if he/she specifically requests said vacation checks from Payroll by the Monday preceding the last pay day prior to the start of his/her vacation.

ARTICLE XI - UNIFORMS & EQUIPMENT

Section 1: Employees shall utilize only those uniform and

equipment items issued by the Employer unless otherwise approved by the Chief of Police.

Section 2: Equipment shall be furnished by the Employer. Such equipment shall be of the proper police specification commensurate with the needs and safety of the officer.

Section 3: The Employer shall make all determinations concerning the reasonable replacement, repair, specifications and distribution of equipment and uniforms.

Section 4: Each officer shall be issued the following uniform items at the time of hire: Two (2) long sleeve shirts, two (2) short sleeve shirts, one (1) pair low-cut shoes, one (1) pair boots, two (2) trousers, one (1) hat and two (2) ties. The Employer shall bear the full cost of these uniform items including the cost of minor alterations. The Employer shall also furnish other necessary uniform items and shall bear the full cost of these items. These items shall be replaced when damaged, destroyed or worn out, except when replacement is necessitated by negligence on the part of the officer.

Section 5: Each year the city shall provide funding to allow each full time member of the Police Department seventy (\$70.00) dollars to be used for the purpose of purchasing footwear to be utilized while on duty with the Police Department. For purposes of this section, footwear should be low quarter shoes or boots chosen at the employee's discretion, however, the footwear must meet specifications set by the Department Head.

Section 6: The Employer shall pay up to one hundred twenty dollars (\$120.00) per officer per year for costs associated with cleaning uniforms. The unused portion of one officer's allocation shall not be used to pay cleaning costs incurred by another officer. Having exceeded the cleaning allowance does not absolve the officer from the responsibility for cleaning his/her uniforms when necessary.

ARTICLE XII - VACATION

Section 1: Paid vacation shall be earned at the following rates:

First Year.....	40 HOURS
Second through Fourth Years.....	80 HOURS
Fifth Through Eleventh Years.....	120 HOURS
Twelfth through Nineteenth Years.....	160 HOURS
Twentieth Year and upward.....	200 HOURS

Section 2. Vacation Eligibility. In order to be eligible for the full vacation leave benefit on the anniversary date, an employee must have at least two thousand eighty (2,080) paid hours during

the preceding twelve (12) months. Employees who fail to acquire this number of hours shall be entitled to a prorated vacation leave based on the ratio of their actual hours of work to two thousand eighty (2,080). Fractions shall be rounded to the nearest hour.

Section 3. Vacation Accrual. All vacation time shall be awarded on July 1st of each year.

Section 4: Vacation may be accumulated up to one and one-half (1 1/2) times the annual rate at which it is being earned. Vacation earned in excess of that amount is forfeited. All vacation time, in excess of the one and one-half (1 1/2) carryover, not used by June 30th of the following year may be forfeited.

Section 5: Continuous employment for the purpose of determining vacation shall mean the employee's seniority date, except that an individual on layoff because of illness shall not be disqualified.

Section 6: The rate of pay for each day of vacation shall be based on the employee's annual salary for that day.

Section 7: Requests for vacation shall be turned in to the Chief of Police one (1) week prior to the posting of the work schedule, except in case of emergency.

Section 8: Vacations shall be scheduled subject to approval by the Chief of Police. Seniority and expressed preferences shall be considered in scheduling.

ARTICLE XIII - LEAVES OF ABSENCE

Section 1: Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Employees shall earn eight (8) hours of sick leave per month for each full month of employment

(b) Unused paid sick leave may accumulate up to a maximum of seven hundred sixty (760) hours, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used. Sick leave is a benefit of employees to be used in the case of illness, injury, or other disability. Employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave benefits; provided, however, employees hired prior to July 1, 1988 shall have all accrued sick days as of June 30, 1991 placed in a bank. The amount in the bank may be utilized in the event that the employee has utilized all other accrued sick leave. Any amount remaining in the bank, which does not exceed 480 hours, when the employee retires or in the event of

that employees death will be paid to the employee or his estate at the current rate of pay. On July 1, 1996 the amount remaining in each employees sick bank shall be reduced by sixty (60) hours.

(c) Paid sick leave may be utilized during periods when an employee is receiving worker's compensation payments to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the worker's compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

(d) Employees may utilize accrued paid sick leave when they are incapacitated from the safe performance of work due to illness, injury, or other disability, or to be present at doctor/dental appointments that cannot be scheduled outside of regular working hours. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in service of another employer for which the Employee completed a W-4 Form. This provision applies only where the injury and/or work-related illness is sustained during a time when the employee is actually employed by the other employer.

(e) Sick leave shall be used for personal illness, medical reasons or disability due to an off-the-job injury. After three (3) consecutive days absence due to such an illness or injury, upon the Employer's request, an employee on sick leave shall provide to the Employer a statement from a physician verifying the Employee's illness and his/her ability to return to normal work activity and note any exceptions to the same. In addition, if an employee has been identified as a high sick leave user or the Employer has reason to believe an employee is abusing sick leave, then the employer can require that the employee be examined by a medical doctor of its choice and at its expense, and the employee shall authorize the doctor to release medical information to the City.

(f) Employees shall notify the Chief of Police, the Duty Officer or Dispatcher of the inability to report to work. Notice shall be given as soon as the inability to report is apparent.

(g) An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged at his/her hourly rate rounded to the nearest quarter hour.

Section 2. Disability Leave. A disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. All disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. Upon request additional benefits may be considered by the Employer. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's medical condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work.

(a) On July 1, 1996 Employees will be eligible to participate in a Long-Term Disability Insurance plan provided by the Employer that will meet the following specifications:

1. Monthly benefit amount of sixty (60) percent of the basic monthly earnings to a maximum benefit of \$3,000 per month.
2. Ninety (90) day elimination period.
3. Two (2) year duration of benefits. (Applies only to insurance benefit, does not provide any additional disability leave.)

Section 3. Worker's Compensation Leave. A leave of absence for a period of not more than twelve (12) consecutive months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the

employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving worker's compensation payments from the Employer. Subject to the Employer's right to require medical proof, extension of the leave will be granted by the Employer for an additional twelve (12) consecutive months in instances where the employee has a reasonable likelihood of being able to return to work during that period. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end. While on a worker's compensation leave of absence, the Employer may offer the employee favored work, which must be accepted by the employee as long as the work is within the residual capabilities of the employee. Favored work will have the same wages and benefits of which that individual employee is eligible. The offering of favored work shall not constitute a violation of any other section of this agreement.

Section 4. Funeral Leave. Full-time employees, who at the time have completed their probationary period, shall receive the amount of pay they would have received on a regular ten (10) hour straight time basis for each day necessarily lost during their normal work week, not to exceed forty (40) hours, to make arrangements for and attend the funeral of their spouse or child. This payment shall not be made for any of such forty (40) hours on which the employee would have been absent from work for any other reason.

(a) Employees shall be allowed thirty (30) paid hours, to make arrangements for and attend the funeral of their mother, father, mother-in-law, father-in-law, brother or sister or grandparents. The thirty (30) paid hours funeral leave shall end not later than the calendar day following the day of the funeral, and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral, and if requested by the City, must present proof of death.

(b) Employees shall be allowed ten (10) paid hours of funeral leave to attend the funeral of aunts, uncles, brother or sister-in-law, nieces and nephews. The same restrictions that apply to the thirty (30) paid hour funeral leave apply to this additional paid funeral leave period. Upon approval of an employee's supervisor, additional time off without pay may be granted as funeral leave. This additional time off may be from the employee's vacation accrual, or may be taken without pay. Vacation time, sick time, personal days or time without pay will be granted at the employees option.

Section 5. Military Training or Emergency Duty Leave. Employees required to perform active duty, for training or to perform

emergency duty in the Armed Forces of the United States or National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and presentation of proper documentation from the employee's commanding officer. Employer by his sole discretion may consider continuing health care benefits. The seniority and re-employment rights of any employee who performs such active duty or who is inducted in the Armed Forces of the United States shall be in accordance with federal and state statutes governing such re-employment rights in effect at the time the individual seeks re-employment with the Employer.

Section 6. Return to Work After Leave of Absence. Employees returning from paid leaves of absence, military training or disability leave will be reinstated to their former job classification. Employees returning from other leaves of absence shall be offered reinstatement to the employee's former job classification if a position is currently open and available. If there is no position currently open and available in the employee's former job classification, reinstatement shall not occur until a position in the employee's former job classification becomes open and available. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

Section 7: Each employee shall be entitled to thirty (30) personal leave hours which will not be charged to sick time or vacation leave. Requests for personal leave shall be approved by the Chief of Police and submitted a minimum of one (1) week prior to the posting of the work schedule. Personal leave shall not be accumulated or carried over from one year to the next.

ARTICLE XIV - HOLIDAYS & HOLIDAY PAY

Section 1: The following shall be considered paid holidays based upon eight (8) hours of the employees regular straight time pay: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas, Christmas Day, the day before New Year's Day and the employee's birthday.

Section 2: Birthdays falling on holidays or days off are to be taken on the following regular work day. The employee may take a day other than his/her birthday if another day is mutually agreed upon and approved by the Chief of Police.

Section 3: In order to receive holiday pay, an employee shall work the scheduled work day before and the scheduled work day after the holiday, except in the event of employee absence due to authorized vacation, verified sick leave or bereavement leave.

Section 4: An employee shall be on the permanent payroll for sixty (60) days preceding the holiday to be entitled to holiday pay.

Section 5: An employee continuously absent six (6) months or longer for any reason except injury on the job shall not be considered qualified for holiday pay. Employees on the layoff list shall not receive holiday pay.

Section 6: Any employee whose regular day off falls on a holiday shall receive ten (10) hours compensation for the holiday. This compensation shall either be a day off of his/her choice or eight (8) hours pay at the established rate of pay. The Chief of Police shall approve the form of compensation. Compensation time earned shall be used within one year from the date earned.

Section 7: Any employee working on a holiday shall receive a regular ten (10) hours base pay for the day plus an additional eight (8) hours at one and one-half (1 1/2) times the established rate of pay for the holiday.

ARTICLE XV - RETIREMENT PLAN

Section 1: The Employer shall make available a retirement plan comparable to the retirement plan now in effect.

Section 2: The Employer contribution to the City employee retirement plan shall be paid ten (10%) percent by the employer. All contributions are based upon the base wage earned by that employee. Employee retains the right to make additional voluntary contributions to the Retirement Plan.

ARTICLE XVI - HOSPITALIZATION & LIFE INSURANCE

Section 1: Health Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical, medical and dental expenses for participating full time employees and their eligible dependents. This insurance program shall be on a voluntary basis for all employees who elect to participate in the insurance program. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. Employees shall pay \$30.50 (\$7.04 per week) toward the cost of the monthly insurance premium for the hospitalization insurance, which amount will be deducted from the participating employee's paycheck with the use of a Section 125 Flexible Spending Plan as identified in Section 2.

Employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall

advise the Employer in writing of this intent by filling out the applicable insurance forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 2. Payment of Premiums. Effective July 1, 1995 employees shall pay ten percent (10%) toward the cost of the monthly insurance premium for hospitalization insurance, which amount will be deducted from the participating employee's paycheck, with the use of the Section 125 Flexible Spending plan as identified in the following section. The Employer will pay the remaining ninety percent (90%) cost of the health care insurance premium. Employees who demonstrate that they are covered under another health plan, may elect not to be covered under the City's health care insurance plan in which event they will have one dollar (\$1.00) added to their straight time average hourly wage rate. In the case where two or more persons from the same immediate family (defined for the purposes of this section as either a spouse or dependents who would be covered under double or family coverage) work for the city, only one family member will be eligible to receive this benefit, provided all other city employees from the same immediate family elect not to be covered under the City's health care insurance plan.

Section 3. Section 125 Flexible Spending Plan. During the term of this Agreement, employees will be eligible to participate in the employer sponsored Section 125 Flexible Spending Plan through which employees will be able to pay for the costs of medical insurance premiums, out-of-pocket medical expenses which are not reimbursable by insurance and child care expenses with pre-tax dollars. The terms and conditions of this plan are subject to those contained in the plan description.

Section 4: Payment of Health Insurance Costs. All premium costs for sponsored dependent, family continuation, vision, or prescription card shall be paid by the Employee electing to have the insurance coverage. The Employer's obligation shall be limited to group insurance covering certain hospitalization, surgical, medical and dental expenses for participating full time employees and their eligible dependents.

Section 5: Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences. Employee on Employer approved leaves of absences may continue insurance benefits pursuant to the provisions of COBRA, 42 USC, 300(bb) et seq. The Employer shall resume payment of insurance premiums for eligible employees who

return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of this section notwithstanding, the employer shall continue insurance premium payments for individuals on worker's compensation leaves of absence for a period of up to three (3) months, after which time such employees may continue insurance benefits by self payment.

Section 6: Employees placed on the layoff list are eligible for continuation of City paid insurance, based upon the same co-payment program provided for full-time officers, for a period not to exceed six (6) months. This Section is applicable only to hospitalization and dental insurance.

Section 7: Each regular employee shall be provided with a life insurance policy of twenty thousand dollars (\$20,000) for which the premium shall be paid by the Employer.

Section 8: The life insurance benefit shall automatically be extended for thirty-one (31) days beyond the date of layoff for all permanent employees.

Section 9: Upon retirement, any employee may elect to keep hospitalization insurance coverage in effect. The full cost of such insurance shall be carried by the employee.

ARTICLE XVII - TRAVEL EXPENSE

Section 1: Reimbursement for use of personal vehicles in carrying out employment related duties shall be based upon the current mileage reimbursement rate approved by the City Commission.

Section 2: When an employee is required to stay over night, he/she shall be reimbursed for all necessary and reasonable expenses.

Section 3: When an employee is out of town in connection with his/her employment duties, he/she shall be reimbursed the reasonable amount of any necessary meals plus gratuities.

Section 4: Receipts for all monies spent must be turned in and approved by the Chief of Police before payment.

ARTICLE XVIII - RESIGNATION AND SEPARATION PROCEDURES

Section 1: Written notice on the part of the Employer or employee of two (2) weeks is required except in the case of gross neglect of duty on the part of the employee.

Section 2: Written notice of separation by the Employer also entitles the employee to his unused vacation pay.

Section 3. Vacation Benefits on Termination. Employees who leave

the Employer for reasons other than discharge for disciplinary reasons may receive pay for credited but unused vacation leave in any of the following circumstances:

- (a) If an employee retires;
- (b) If an employee resigns from employment with a minimum of two (2) weeks written advance notice given to the Employer;
- (c) If an employee is laid off and requests payment of vacation pay; provided, however that such vacation pay shall be designated to the period of layoff;
- (d) In the event of death of the employee, vacation pay shall be paid to the employee's estate.

ARTICLE XIX - NEW EMPLOYEES

Section 1: Each new or rehired employee shall be classified as a probationary employee for a period of six (6) months from the date of hire or rehire.

Section 2: Each new employee shall be eligible for holiday pay after sixty (60) days from date of hire.

ARTICLE XX - LAYOFFS

Section 1: Any employee who has been on the layoff list for a period of twelve (12) consecutive months shall be terminated by the Employer.

Section 2: Any employee who obtains other employment while on the layoff list shall so notify the Employer and shall be excluded from Employer-paid benefits, if any, when comparable benefits are available from the other place of employment.

Section 3: Unless otherwise provided in the Agreement, employees on the layoff list shall not receive benefits provided for employees covered by the Agreement.

ARTICLE XXI - DEPARTMENTAL RULES AND REGULATIONS

Section 1: It shall be the officer's responsibility to familiarize himself/herself with all departmental rules and regulations.

Section 2: Violation of written orders and/or departmental rules or regulations or any misconduct by an officer shall be subject to disciplinary action. Such action shall be decided upon by the Chief of Police and shall be in relation to the severity of the offense.

Section 3: In imposing any discipline on a current charge, the

Employer may consider the employee's past record, not to exceed three (3) years prior to the date of the present infraction.

ARTICLE XXII - PART-TIME OFFICERS

Section 1: Part-time officers may be called in to replace regular officers that are off on vacation, schooling, sick leave and any other reasonable and customary absences.

Section 2: At no time will a part-time officer be called in for the purpose of replacing regular officers from overtime when such overtime is a function of shift overlap duties.

ARTICLE XXIII - TRAINING

Section 1: An employee required by the Employer to attend school shall continue to receive his/her salary during training. A day spent in training shall be subject to the same provisions as any other work day except that overtime will not be paid for hours spent in training which exceed ten (10) hours per day.

Section 2: The Employer shall pay all reasonable expenses for required training, including reimbursement for travel expenses.

ARTICLE XXIV - SALARIES

Effective July 1, 1994

Start	\$23,844	(\$11.463)	18 Months	\$34,666	(\$16.666)
6 Months	\$26,235	(\$12.613)	24 Months	\$34,971	(\$16.813)
12 Months	\$34,360	(\$16.519)	Sergeant	\$37,659	(\$18.105)

Effective July 1, 1995

Start	\$24,559	(\$11.807)	18 Months	\$35,706	(\$17.166)
6 Months	\$27,022	(\$12.991)	24 Months	\$36,020	(\$17.317)
12 Months	\$35,391	(\$17.015)	Sergeant	\$38,788	(\$18.648)

Effective July 1, 1996

Start	\$25,296	(\$12.161)	18 Months	\$36,777	(\$17,681)
6 Months	\$27,833	(\$13.381)	24 Months	\$37,101	(\$17.837)
12 Months	\$36,452	(\$17.525)	Sergeant	\$39,952	(\$19.208)

Effective July 1, 1997

Start	\$26,054	(\$12.526)	18 Months	\$37,880	(\$18.212)
6 Months	\$28,668	(\$13.783)	24 Months	\$38,214	(\$18.372)
12 Months	\$37,545	(\$18.051)	Sergeant	\$41,151	(\$19.784)

Section 2: In determining salaries, prior law enforcement may be

taken into account and longevity set accordingly upon the recommendation of the Chief of Police and with the approval of the City Commission.

ARTICLE XXV - RESIDENCY REQUIREMENT

Section 1: All employees hired after July 1, 1985, who do not live within one half (1\2) hours driving distance of the City of Otsego must, within six (6) calendar months after the date of their employment, move within one half (1\2) hours driving distance of the City of Otsego for the duration of their employment. This residency requirement shall require that employees:

- (a) Establish and occupy a dwelling within one half (1\2) hour driving distance of the City limits and to maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manner maintain as a normal residence.

ARTICLE XXVI - LONGEVITY

Section 1. Longevity Pay. The wages for employees who have completed five (5) years of continuous service with the employer shall be increased by \$.05 per hour (\$100/year at 2080 hours) effective the first full pay period after completion of five (5) years of continuous service. Effective July 1, 1996 a person completing five (5) years of continuous service with the employer shall be increased a total of \$.15 per hour effective the first full pay period after completion of the five (5) years of continuous service. The wages for employees who have completed ten (10) years of continuous service with the employer shall be increased from \$.05 per hour to \$.24 per hour (\$500/year at 2080 hours), effective the first full pay period after completion of ten (10) years of continuous service. Effective July 1, 1996 wages for employees who have completed ten (10) years fo continuous service with the employer shall increase from \$.24 per hour to \$.35 per hour.

ARTICLE XXVII - WORK STOPPAGES AND ILLEGAL ACTIVITY

Section 1. No Strike - No Lockout. The Union agrees that during the term of this Agreement, neither it not its officers, representatives, stewards, its members, or employees covered by this Agreement will, for any reason, directly or indirectly, call sanction, support, counsel, encourage or engage in any strike, walk-out, slow-down, picketing, or any other activities that may result in any curtailment of work or restriction of or interference with the Employer's operation. It is expressly recognized and the Union agrees that the scope of activity prohibited in this paragraph is intended to include, but is not limited to, such activities as sympathy strikes and a refusal of any employee or

employees to cross any type of picket line at any location for any reason whatsoever. The Employer agrees not to lock out employees during the life of this Agreement.

The Employer reserves the right to discipline an employee or employees up to and including discharge for violating the provisions of this section. Any appeal to the grievance and arbitration procedure shall be limited solely to the question of whether the employee or employees did, in fact, engage in any of the above-prohibited activities.

ARTICLE XXIII - MISCELLANEOUS

Section 1. Severability. If any Section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be ruled invalid by such tribunal, the remainder of the agreement and addendum shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 2. Educational Reimbursement. If the Employer requires employees to attend in-service training sessions, then the time spent in such sessions will be compensated at the employee's regular straight time hourly rate of pay. The Employer agrees to reimburse employees their tuition and reasonable out-of-pocket expenses for voluntarily attending seminars and training programs, provided they are job-related and have been pre-approved by the Employer.

Section 3. Agreement Alterations. The provisions of this Agreement can be amended supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

ARTICLE XXIX - TERM OF AGREEMENT

Section 1: This agreement shall be considered the work wage agreement for the period of July 1, 1994 to July 1, 1998

Section 2: The parties hereto further agree, that this agreement shall remain totally in force until such time that a new agreement is negotiated and signed by designated representatives of the City of Otsego and members of the negotiating team

Section 3: The union agrees, that a representative of the union shall serve hand delivered written notice to the city of a desire to negotiate. This notice shall be delivered prior to the 60th day prior to the expiration of this agreement. Hand delivered notice shall be delivered to the City Manager and in his absence the notice shall be hand delivered to the City Clerk. The notice shall have two copies, both copies will be signed and dated by the

have two copies, both copies will be signed and dated by the receiving party and each party will then keep an original of the notice. If the City desires to negotiate an new agreement, then the City shall hand deliver notice prior to the 60th day prior to the expiration of this contract the Otsego P.O.L.C. President.

**POLICE OFFICERS
LABOR COUNCIL**

Bruce Beckman
Bruce Beckman, Pres.

Jon Campbell
Jon Campbell, Vice Pres.

Homer LaFrinere
Homer LaFrinere, POLC

CITY OF OTSEGO

Joel M. Thompson
Joel M. Thompson, Mayor

Paula A. Baker
Paula A. Baker, City Clerk



CITY OF OTSEGO

117 East Orleans Street, Otsego, Michigan 49078-1199

Phone: (616) 692-3391

FAX: (616) 692-2643

LETTER OF UNDERSTANDING

No. 1

DATED: July 18, 1994

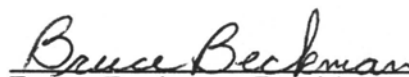
SUBJECT: Substance Abuse Policy and Testing Program Implementation

For the purposes of the establishment of a "Substance Abuse Policy and Testing Program" (Program) as outlined in Article I, Section 1, Paragraph C, the City and P.O.L.C. agree to the implementation of a Program by October 1, 1994. This Program will be mutually agreeable to both parties. Upon implementation of the Program, it will be implemented as Article XXI, Section 4 in the current labor agreement.

CITY OF OTSEGO

POLICE OFFICERS LABOR
COUNCIL


Joel Thompson, Mayor


Bruce Beckman, President


Paula Baker, City Clerk


Jon Campbell, Vice President

Come to work, come to play, come to stay!



CITY OF OTSEGO

117 East Orleans Street, Otsego, Michigan 49078-1199

Phone: (616) 692-3391

FAX: (616) 692-2643

LETTER OF UNDERSTANDING

No. 2

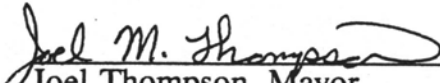
DATED: July 18, 1994

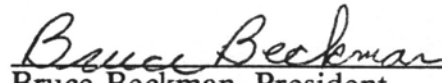
SUBJECT: Implementation of ten (10) hour work shift schedule


For the purposes of the establishment of a ten (10) hour shift schedule, the City and P.O.L.C. agree to the implementation of the schedule on August 21, 1994 at 12:00 a.m. The schedule will be bid as indicated in Article IV, Section 8, Work Schedule. A schedule for schedule bidding will be posted each year at the beginning of the fiscal year. This schedule will take into consideration the start and end of the school year.

CITY OF OTSEGO

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Come to work, come to play, come to stay!