

4144

6/30/2000

4144

AGREEMENT BETWEEN CITY OF WEST BRANCH

AND

POLICE OFFICERS LABOR COUNCIL

Effective: July 1, 1997

Terminates: June 30, 2000

West Branch, City of

INDEX

	PAGE
Advance Pay	14
Discharge and Suspension	7
Dues Deductions	3-4
Duration	18-19
Education, Travel and Expenses	18
Employee, Union and Employer Rights	1-3
Equalization of Overtime Hours	11
Funeral Leave	12-13
General	16-17
Grievance Procedure	5-7
Holidays and Holiday Pay	13
Hospital-Medical Insurance	15
Hours and Shifts	8-9
Job Postings and Bidding Procedures	10
Jury Duty	10-11
Layoff	9
Leaves of Absence	10
Liability Insurance	15-16
Life Insurance	15
List of Equipment	20
Pension	16
Personal Days	14
Premium Pay	11
Recall Procedure	9
Recognition	1
Residency	17
Savings	18
Schedule of Wages (Attachment A)	21
Seniority	7-8
Seniority Schedule	22
Sick Leave	11-12
Special Conference	4-5
Time and One-Half	13
Transfers	9-10
Uniforms and Equipment	17
Union Representation	4
Unpaid Leave of Absence	15
Vacations	14
Voluntary Termination	14
Wages	18
Worker's Compensation	11

AGREEMENT

This agreement is entered into (1st day of July, 1997) and effective July 1, 1997, between the City of West Branch (hereinafter referred to as the "Employer") and the Police Officers Labor Council (hereinafter referred to as the "Union").

NOTE: The headings and exhibits used in this agreement neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit described below:

"All full-time police officers and sergeants of the City of West Branch but excluding all other employees of the City."

ARTICLE 2 - EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1

- A. OPERATION - The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America, provided such management does not conflict with the terms of this Agreement.
- B. OVERTIME - The employer has the right to schedule overtime work, provided it does not conflict with the terms of this Agreement.

- C. WORK METHODS - The employer shall have the right to determine and to establish the methods and processes by which work is performed.
- D. DISCIPLINE AND DISCHARGE - The employer reserves the right to discipline and discharge, with just cause, in conformance with the terms of this contract.
- E. RETENTION OF RIGHTS - The employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.
- F. DELEGATIONS - No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.
- G. DIRECTION OF WORK FORCE - The Employer reserves the right to direct the work force and assign duties and responsibilities.
- H. PHYSICAL EXAMINATION - The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the City insurance, to take a physical (1) if it should appear that said employee is having difficulty in performing his/her duties based upon health related reasons, or (2) on return from leave of absence. The employee shall be advised in writing of the reason for the physical. The physical examination shall be given by a doctor selected by the employee from a list of three (3) doctors selected by the employer. If the employee is not satisfied with the determination of the designated doctor of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated doctor of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by the employer and employee. The action recommended by the third doctor in his/her medical report shall be binding on all the parties.

Section 2

The Chief of Police shall have, within his discretion, the right to make reasonable rules and regulations and to amend, supplement or delete such rules and regulations. However, the Union Steward shall receive a copy of any new or modified rule or regulation five (5) days prior to its effective date, unless conditions warrant immediate implementation.

Section 3

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge.

Section 4

The Employer shall not enter into any agreement with one or more of the employees defined in the bargaining unit of this Agreement which conflicts with the specific provisions hereof, unless agreed to in writing by the Union.

ARTICLE 3 - UNION SECURITY AND DUES DEDUCTION; BARGAINING COMMITTEE

Section 1

Membership in the Union is not compulsory. Regular employees have the right to join, maintain or discontinue their membership in the Union as they see fit providing, however, they will be bound by the provisions of Section 3 below. Neither the Employer or the Union shall exert any pressure upon or discriminate against any employee with regard to such matters. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by terms in this Agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 2

During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the City without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union regarding the amount to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

Section 3

All employees in the bargaining unit shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative,

an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For present regular employees, such payments shall commence on the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

Section 4

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from any employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE 4 - UNION REPRESENTATION

- A. Stewards, Alternate Stewards - The employees covered by this Agreement will be represented by one (1) steward.
 - 1. The Employer will be notified of the name of the alternate steward who would serve only in the absence of a regular steward.
 - 2. The steward, during scheduled working hours, without loss of time or pay, may investigate and present grievances to the Employer in accordance with the grievance procedure.
- B. Union Bargaining Committee
 - 1. Employees covered by this Agreement will be represented in negotiations by one (1) negotiating committee member, and one (1) alternate member who shall act in the absence of a regular committee member.
 - 2. Members of the bargaining committee shall be paid by the Employer for all hours spent in negotiations during employment hours providing such negotiations occur during the member's regularly scheduled shift.

ARTICLE 5 - SPECIAL CONFERENCE

- A. Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request

of either party. Such meetings shall be between one (1) representative of the Union and two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included on the agenda. Conferences shall be held at mutually agreeable times. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Fraternal Order of Police.

- B. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 6 - GRIEVANCE PROCEDURE

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

STEP 1 - An employee who has a grievance must submit the grievance orally to the Chief of Police within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based, or within five (5) regularly scheduled work days of when the employee should have reasonably known of the event. (Regularly scheduled work days shall mean the Chief's regularly scheduled days). The Chief shall give the employee an oral answer to the grievance within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the grievance has been presented. If the matter has not been settled at this point, and is to be processed further, the grievance must be reduced to writing, with the facts stated upon which it is based, when they occurred, specifying the section of the contract which has been allegedly violated, is signed by the aggrieved employee and the steward, and two (2) copies thereof presented to the Chief within three (3) regularly scheduled working days after the day upon which the employee received the oral answer from the Chief. The Chief shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the employer's copy of the grievance form and sign the same.

STEP 2 - If the answer is not satisfactory to the Union, it shall be presented in writing by the employee's steward to the City Manager or a designee within five (5) working days after the Chief's answer is given to the employee. The City Manager or the designee shall sign and date the Steward's copy. The City Manager shall respond to the Steward in writing

within five (5) working days after receipt of the grievance.

STEP 3 - If the answer at Step 2 is not satisfactory and the Fraternal Order of Police Labor Council wishes to carry it further, it shall within thirty (30) calendar days from the date of the Employer's answer at Step 2, meet with the City Manager in an attempt to resolve the dispute.

STEP 4 - (a) If, after the third step meeting, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the Michigan Employment Relations Commission, provided such submission is made within a thirty (30) calendar day period, if not, it shall be considered as having been withdrawn by the Union and not be subject to further grievances. The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions set forth in the Agreement, establish any salary rate or plan, or rule on any provisions of the pension or insurance programs, but shall be limited solely to the interpretation and application of the specific provisions contained in this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in their own judgement, to sustain, reverse or modify any alleged unjust discharge that may reach this step of the grievance procedure. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. The expenses and fees of the arbitrator and the Michigan Employment Relations Commission shall be shared equally by the Employer and the Union. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

(b) A grievance which has not been settled at any step of the grievance procedure and is not appealed by the Union to the next step within the time limit provided for such appeal shall be considered as having been withdrawn by the Union and shall not be subject to further grievance. A grievance not answered by the Employer within the time limit specified for such answer at any step of the grievance procedure shall automatically be advanced to the next step of the grievance procedure, provided, however, that nothing contained in this section shall be construed so as to automatically advance the grievance to the arbitration step of the grievance procedure. It is understood and agreed that by mutual agreement between the Employer and the Union, any time limit herein specified may be extended.

(c) When remedies are available for any compliant and/or

grievance of any employee through an administrative or statutory scheme or procedure, or a veteran's preference hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract unless the administrative agency refuses to hear the complaint. If an employee elects to use the grievance procedure provided for in this contract, and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 7 - DISCHARGE AND SUSPENSION

- A. Notice of Discharge or Suspension - The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and the steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- B. The discharged or suspended employee will be allowed to discuss the discharge or suspension with the steward and the Employer will make available a meeting room where they may do so before the employee is required to leave the property of Employer. Upon request of the employee, the Employer or the designated representative will discuss the discharge or suspension with the employee and the steward.
- C. Appeal of Discharge or Suspension - Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure, provided said submission is made within five (5) calendar days after the discharge or suspension.

ARTICLE 8 - SENIORITY - PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be considered as probationary employees until they have actually worked two thousand eighty (2,080) hours excluding overtime hours. When an employee finishes the probationary period they shall be entered on the seniority list of the unit and shall rank for seniority from their last date of hire with the City. There shall be no seniority among probationary employees and said probationary employees may be laid off or discharged at the sole discretion of the Employer without recourse to the grievance procedure.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment as set forth in Article I of this Agreement, except discharge or

suspension, provided such discharge or suspension shall not be for Union activity. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason, except Union activities, by the Chief.

ARTICLE 9 - SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement shall be by department and will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the Steward with up-to-date copies upon request.

ARTICLE 10 - LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- A. They quit or retire.
- B. They are discharged or terminated and the discharge is not reversed through the procedure set forth in the Agreement
- C. They are absent for three (3) consecutive working days without notifying the employer during the said three (3) day period of a justifiable reason for said absence. In proper cases, exceptions may be made upon satisfactory proof being made to the Chief.
- D. They do not return to work when recalled from layoff as set forth in the recall procedure within three (3) days of the date of receipt of notice of such recall.
- E. They fail to return to work immediately following an expiration of a sick leave or other leave or accepts employment with another employer while on leave of absence.
- F. They are convicted of a felony or convicted of a misdemeanor for conduct which is contrary to justice, modesty or good morals.

ARTICLE 11 - HOURS AND SHIFTS

The regular work shifts shall consist of eight (8) consecutive hours. The regular work week shift shall consist of five (5) regular shifts which shall be scheduled to include two (2) shift weeks in a pay period. Defining shifts shall be done under

the following schedule:

First Shift - Starting between 6:00 am and Noon

Second Shift - Starting between 12:00 noon and 6:00 pm

Third Shift - Starting between 6:00 pm and 6:00 am.

- A. Each officer shall work the shift scheduled by the Chief. The shift schedule shall be posted two (2) weeks in advance. In the event of any changes, the officer shall be notified as early as possible. (There will be a minimum of eight (8) hours between all regular scheduled shifts. In the event that any member is doubled back with less than eight (8) hours between shifts, that member shall be paid in overtime for all hours worked in the shift to which they doubled back.)
- B. There shall be no trading of shifts between the officers without prior approval of the Chief, or in the Chief's absence, prior approval of the Manager.

ARTICLE 12 - LAYOFF

When, in the judgement of the Employer, it becomes necessary to reduce the number of employees in the Department, the Employer shall determine what rank classification is to be reduced. If the reduction is in the rank of Sergeant, the least senior person holding that rank shall be reduced to the rank of Patrol Officer and the least senior Patrol Officer shall be laid off. If the reduction is in the rank of Patrol Officer, the least senior Patrol Officer shall be laid off but only after all probationary employees have been laid off, provided always that the remaining employees then present skills and ability to perform available work without trial or training as determined by the Chief of Police. Thereafter, if it is necessary to further reduce the number of employees in a given rank classification, employees shall be removed on the basis of their department seniority provided always that the remaining employees have the then present skills and ability to perform available work without trial or training.

ARTICLE 13 - RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled to the department according to seniority, with the most senior employee in the rank classification on the layoff being recalled first. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within three (3) working days from the date of receipt of notice of recall, they shall be considered a quit.

ARTICLE 14 - TRANSFERS

The Employer shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one rank classification to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The

Employer shall also have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job which they are temporarily transferred but shall retain their seniority in the permanent classification from which they were transferred.

ARTICLE 15 - JOB POSTINGS AND BIDDING PROCEDURES

- A. Promotions within the Police Department will be made on the basis of written and oral proficiency tests. In order for an employee to compete for a promotion, they must have a minimum of three (3) years police experience with the West Branch Police Department. If there are not at least two (2) officers who have the necessary three (3) years experience, then all non-probationary officers shall be eligible to compete.
- B. When an employee is awarded a job under this section, they shall be on job probation and may be removed therefrom at any time they demonstrate that they are or will be unable to satisfactorily perform the requirements of the job during the first year of work in the new job classification. (Any such determination shall be made by the employer and shall not be subject to grievance procedure). If so removed, the employee shall be returned to the last previous job classification they had permanently occupied prior to bidding, with full seniority rights.

ARTICLE 16 - LEAVES OF ABSENCE

- A. The re-employment rights of employees and probationary employees who enter the military service will be in accordance with all applicable laws and regulations.
- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be given two (2) weeks off without pay to fulfill their annual active duty requirement, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.
- C. Members of the Union selected to attend a function of the Union, workshops or seminars shall be allowed time off without loss of pay to attend providing the employer is furnished with two (2) weeks advance notice and the employee is qualified to attend. Such leave shall be restricted to no more than one (1) employee and for a maximum of three (3) days per year.
- D. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority entitles them, providing such position is available.

ARTICLE 17 - JURY DUTY

An employee who is called to and reports for Jury Duty shall be compensated by the Employer for time spent in performing Jury Duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate and the daily jury fee paid by the Court. If the employee reports for Jury Duty and is excused early, he or she must then report for work. In order to receive payment, an employee must give the Employer prior notice that he or she has been summoned for Jury Duty, and must furnish satisfactory evidence that Jury Duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for Jury Duty. When an employee is scheduled for Jury Duty, he or she shall be scheduled on the first shift, for those days he or she reports to the Court.

ARTICLE 18 - EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided equally as possible among employees; and scheduled overtime will be offered to full time officers before calling in part time personnel. Scheduled overtime shall be defined as those dates of added work as listed in Article 34 Section (A) of this agreement, and any other times that additional staff is to be scheduled for any reason, but shall not include vacancy created by vacation, sick leave or other leave.

ARTICLE 19 - WORKER COMPENSATION ON-THE-JOB INJURY

Each employee will be covered by the applicable Worker's Compensation laws.

ARTICLE 20 - PREMIUM PAY

- A. Call In - When an employee is called in to work on his/her off-duty time he/she shall be compensated at the rate of one and one-half (1½) times his/her regular hourly rate for a minimum of two (2) hours, except in those cases where the call-in period overlaps the beginning of his/her regular shift in which case he/she shall receive one and one-half (1½) times his/her regular hourly rate for the actual time spent immediately prior to the beginning of his/her shift.
- B. Court Time - An officer required to appear in court during off-duty time shall be paid at the rate of one and one-half (1½) times their regular hourly rate for a minimum of two (2) hours.

ARTICLE 21 - SICK LEAVE

- A. On July 1st of each year, each full time employee will be funded twelve (12) sick days, accumulative to a maximum of sixty (60) days.
- B. The unused portion of the twelve (12) funded sick days, on or near November 30th of the same fiscal year, shall be paid off at fifteen (15)

dollars per day.

- C. In case of illness, every employee shall cause the facts to be known to his/her Department Head, no later than the start of his/her shift, if they cannot report to work because of illness. An employee who fails to report in this manner shall not be entitled to sick leave benefits for that day.
- D. Time off under the sick leave policy shall be granted for sickness or accident of the employee only.
- E. Sick Leave Control - At any time, the Chief may investigate the use of sick leave to determine if it is being abused or used for any other purpose than that for which it was intended. Absences which exceed three (3) consecutive work days will be substantiated by a signed physician's statement, if required by the Chief. Appropriate disciplinary action may be applied in cases of sick leave abuse. The Chief may require a physician's statement for absences less than three consecutive work days when there is a perceived habitual, excessive or abusive use of sick leave.
- F. Long-Term Disability Insurance - The City of West Branch provides long term disability insurance coverage for full-time employees. An employee known to be ill or injured resulting in total disability, as evidenced by a statement from their physician attesting to such condition, will be placed on Long-Term Disability leave status commencing on the thirty first (31) day following the initial visit to their physician and will continue on said status for a period not to exceed two (2) years or until medical evidence is received by the City stating that the employee may return to work at his/her normal job without restrictions, whichever is less.

The disability insurance will pay sixty-six and two thirds (66⅔) percent of wages up to a maximum of three hundred dollars (\$300.00) per week.

In the administration of Long-Term Disability leave program, the City may from time to time investigate or require to be investigated or undergo examination by a physician of the City's choice an employee who the City has cause to believe may be misusing or abusing the benefits of the policy.

If, as a result of this examination, an employee is deemed not to be totally disabled, benefits under the City sick/accident policy shall cease immediately.

For the purpose of this section, totally disabled shall mean unable to perform 100% of the job duties.

ARTICLE 22 - FUNERAL LEAVE

In the case of a death of an officer's parent, spouse, child, sister, brother, mother-in-law or father-in-law, the officer shall be granted a leave of absence with pay for a period not to exceed three (3) days.

In the event of the death of an officer's brother-in-law, sister-in-law, grandparent, grandchild, uncle, aunt, niece or nephew, the officer shall be granted a leave of absence with pay for a period of not to exceed one (1) day to attend the funeral. In each case, proof of death must be furnished to the employer prior to payment.

ARTICLE 23 - TIME AND ONE-HALF

- A. in addition to premium pay listed elsewhere in this Agreement time and one-half (1½) times the regular hourly rate of pay shall be paid for all hours worked over eight (8) hours in one day or over eighty (80) hours in a pay period.
- B. There shall be no pyramiding of overtime and an employee may not be paid under both circumstances above for the same hours worked.

ARTICLE 24 - HOLIDAYS AND HOLIDAY PAY

- A. The following days shall be designated and observed as paid holidays for full-time City employees who are otherwise eligible in accordance with the provisions of (B) below.

New Years Day
Easter
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Years Day

- B. Eligibility for holidays for the days listed above is subject to the following requirements:
 - 1. In order to qualify for holiday pay, the employee must have completed ninety (90) working days and have been placed on full time.
 - 2. The employee must work his/her scheduled hours on both his/her regularly scheduled day before the holiday and or his/her first regularly scheduled day after the holiday or be on an authorized normally paid leave.
 - 3. The employee must not be on layoff.
 - 4. The employee must not be suspended for discipline.
 - 5. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.
- C. The officer shall receive one and one-half (1½) times the regular hourly rate plus the regular hourly rate for hours worked; or, the regular rate for hours not worked.

ARTICLE 25 - VACATIONS

Vacation with pay shall be granted to all permanent full time employees who have completed twelve (12) months of service. All leave shall be earned in advance and must be taken during the year following. If a new employee leaves the service of the City before completing one (1) year of service, he/she will receive no vacation pay. Salary may not be substituted for vacation leave and unused vacation shall be forfeited at the end of the benefit year except upon the permission, received in advance, from the City Manager. All vacations must be scheduled in advance with the Department Head and the Department Head shall schedule vacations so as to provide the least disturbance to the efficient operation of the Department. Vacation preference shall be determined by Seniority with the West Branch Police Department.

Years of Service

Authorized Vacation

After one (1) year of service
After three (3) years of service

Ten (10) days
Fifteen (15) days

After ten (10) years of service fifteen (15) days plus one (1) day for each year over ten (10) years not to exceed a total of twenty (20) days.

Vacation eligibility will be determined on July first (1st) of each year.

ARTICLE 26 - ADVANCE PAY

If a regular pay day falls during an employee's vacation he/she will receive that pay check in advance before going on vacation, providing he/she requests such advance pay in writing at least two (2) weeks before his/her vacation begins.

ARTICLE 27 - VOLUNTARY TERMINATION

Any employee of the City who desires to retire or resign must present his or her resignation, in writing, to the City Manager, his/her appointed representative or other appointed authority. Two (2) weeks prior notification shall be considered sufficient. Employees giving two (2) weeks prior notification of resignation shall receive payment for any unused vacation or personal days they may have accumulated. Any employee failing to give such proper notice shall be considered as having left the service not in good standing, and that employee shall lose all earned benefits, including accumulated seniority and vacation time, and shall become ineligible for future employment with the City.

In the event an employee terminates employment because of death or retirement, he/she shall be paid for unused vacation and personal days.

ARTICLE 28 - PERSONAL DAYS

After completion of one (1) year of service, each officer shall be entitled to four (4) personal leave days per fiscal year. Officers will give five (5) days advance notice

to the Chief prior to the use of the personal leave days, provided, however, that the Chief may waive such notice.

ARTICLE 29 - UNPAID LEAVES OF ABSENCE

Leaves of absence without pay for a bona-fide reason may be granted to officers for periods not to exceed thirty (30) working days per year. Such leave shall not involve the loss of accrued seniority, but shall be without accumulation of seniority and benefits during such leave and must be approved in writing. Such leaves may be extended for additional thirty (30) days period upon written approval by the City.

ARTICLE 30 - HOSPITAL - MEDICAL INSURANCE

- A. The employer will provide health insurance coverage equal to the following:

Community Blue PPO - Option 1 \$3.00 prescription co-pay
Dental Plan A (BC/BS)

Subject to premium sharing as set forth in subsection (C) below , or a Hospital-Medical Insurance of equal coverage. The Union will be notified in writing thirty (30) days prior to any change in carrier so that objections, if any, can be presented.

- B. The employer agrees to pay the full premium for all Hospital-Medical coverage for the employee and his/her family, subject to premium sharing as set forth in subsection (C) below, if he/she is laid off through the 19th of the month following the month layoff. If the employee is on an extended sick leave for a non-duty connected illness or injury the coverage will be continued for a period of six (6) months.
- C. Employees agree to pay 50% of the increase above \$380/mo to a maximum of \$30 per month

ARTICLE 31 - LIFE INSURANCE

- A. The City shall continue the present disability and life insurance program now in effect.

ARTICLE 32 - LIABILITY INSURANCE

- A. The City shall provide, at no cost to the officer, liability insurance to indemnify the officer and to protect the officer from loss arising out of the good faith performance of the officer's official duties. Such liability insurance shall protect the officer where he/she might become legally obligated to pay damages because of:

1. False arrest, detention or imprisonment, or malicious prosecution

2. Libel, slander or defamation of character
 3. Invasion of privacy, wrongful eviction or wrongful entry.
- B. Officers shall be covered beyond their normal working hours.
- C. The coverage provided by such insurance shall be in the amount of \$500,000 for each person, or an aggregate of \$500,000 and shall include the costs of defense, including attorney fees.

ARTICLE 33 - PENSION

The City will provide participation in a pension plan which is a B-2 Plan with an E-2 multiplier and an F-55 waiver allowing employees to retire at age 55 with 15 years of service with no reduction in retirement benefits in the Michigan Employees Retirement System. Employees shall contribute 5% of their annual pay to this defined benefit retirement plan in the form of bi-weekly payroll deductions. In addition, eligible early retirees shall be paid the monthly supplement of \$100.00 per month plus Blue Cross and Blue Shield coverage to age 62. At age 62, the employee can continue Blue Cross and Blue Shield coverage under the provisions of applicable Federal Law.

ARTICLE 34 - GENERAL

The parties to this Agreement shall establish a joint safety committee consisting of one (1) representative of the Union, Chief, Manager and one (1) representative of the City Council. All safety ideas and complaints will be handled by the safety committee. The written safety code shall contain the following safety regulations to take immediate effect upon the ratification of this Agreement.

- A. STAFFING LEVELS - There shall be two (2) cars assigned during the following times:
1. Friday and Saturday nights preceding Memorial Day
 2. July 4 and the weekend closest to the 4th of July
 3. Three days of Heritage Days during operations of the Beverage Tent
 4. Friday and Saturday nights preceding Labor Day
 5. Night shift, November 12, 13 & 14 of 1997
Night shift, November 12, 13 & 14 of 1998
Night shift, November 12, 13 & 14 of 1999
 6. Second weekend in August during day hours of Victorian Art Fair, both Saturday and Sunday
- B. There will be two (2) certified officers assigned to all night time felony pick-ups outside of the County.

- C. EQUIPMENT - Proper equipment such as helmets, nightsticks, flashlights, first aid kits, flares, raincoats, shotguns and ammunition shall be made available to all employees during any normal eight (8) hour tour of duty.

The City will provide up to \$150.00 to each employee for the purpose of qualifying with the duty weapon. The employee shall furnish the employer a bill or receipt for such ammunition and same shall not total in excess of \$150.00. Each employee shall be required to qualify with each weapon carried twice a year, with a course determined by a certified range instructor. In addition to the above ammunition, the Employer will also provide ammunition for qualification, including qualification with the 12 gauge shotgun twice yearly.

During the first five (5) working days of any fiscal year, each employee who carries a duty sidearm shall register said duty sidearm with the Chief for the purpose of providing ammunition, subject to the above paragraph. The employee must be qualified with his sidearm before it is used on duty.

ARTICLE 35 - UNIFORM AND EQUIPMENT

- A. The City will furnish the following items of uniform apparel and accoutrements and other equipment to all officers:

(SEE LIST ATTACHED)

- B. The City will pay for all dry cleaning of required uniforms and other articles or clothing provided that such items required dry cleaning as a result of use on duty including attendance at schools and other functions where the wearing of uniforms is required.
- C. The City will make every effort to maintain all equipment in a safe condition, including vehicles which shall be maintained in accordance with standards promulgated by the Michigan Department of State Police. It will be the responsibility of each officer to immediately report on defects in any equipment to the Chief of Police. Such report must be in writing. The Chief shall make all reasonable efforts to see that such defects are corrected. The determination of whether or not a defect is a safety hazard shall lie with the Chief.

ARTICLE 36 - RESIDENCY

In order to insure minimum response time in the event of emergencies, each employee shall be required to live within the City limits of the City of West Branch. This provision shall not apply to any full time employee residing outside the City limits in 1995. In the event a full time employee residing outside the City of West Branch in 1995 should move or decide to change residence, he/she shall establish residence within the City limits of West Branch. No patrol vehicle shall be removed from the City for meals or overnight keeping.

ARTICLE 37 - EDUCATION, TRAVEL AND EXPENSES

- A. The City will pay tuition and related expenses as prescribed in our Employment Policy including transportation for required attendance at educational or training courses. In the event that an officer is required to use his/her own car for transportation, he/she shall receive a mileage reimbursement determined by the West Branch City Council. Estimated expenses will be advanced to each officer attending school and any difference between the estimated and actual expenses will be adjusted no later than the second pay day following the employees return to duty.
- B. An employee designated by the Employer to attend training schools benefiting both the City and the employee shall be remunerated at their regular rate of pay.
- C. School time not to be considered toward overtime.
- D. The employer agrees to reimburse employees for 50% of tuition, required books and fees for courses which lead to an Associate Degree, Bachelor Degree or a Masters Degree in Criminal Justice or a related field. Furthermore, the employer agrees to provide transportation to such courses. The following conditions for reimbursement shall apply:
 - 1. The employee must successfully complete the course with a grade point of 2.5 or higher.
 - 2. Scheduling and content of courses must meet with approval of Chief of Police prior to enrollment.
 - 3. The employee shall present proof of successful completion of the course to the employer along with receipts for tuition, required books and fees in order to receive reimbursement.

ARTICLE 38 - WAGES

Wages shall be paid in accordance with the attached schedule.

ARTICLE 39 - SAVINGS CLAUSE

If any Article, section or paragraph of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of the same shall be reinstated by such tribunal, the remainder of this Agreement and the supplements thereto shall not be affected thereby.

ARTICLE 40 - DURATION

This Agreement shall become effective on the 1st day of July, 1997, and shall remain in full force and effect until the 30th day of June, 2000, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of the expiration of any

subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

FOR THE LABOR COUNCIL: FOP:

Steve Morris

Rodger L. Hillier

[Signature]

FOR THE CITY OF WEST BRANCH:

Todd Thompson
Todd Thompson, Mayor

Jane Tennant
Jane Tennant, Clerk

Howard Hanft
Howard Hanft, Police Chief

LIST OF EQUIPMENT

1. Shirts
2. Pants
3. I.D. Name Plate
4. Whistle Chain
5. Shirt Badge
6. Hand Cuffs
7. Hat (Summer - Winter)
8. Hat Badge
9. Coat (Summer and Winter)
10. Leather
11. I.D. Badge and Wallet
12. Flashlights and batteries
13. Shot gun and case for active patrol car
14. First aid kit and blanket for accident scene
15. Flares
16. Jumper cables for active patrol car
17. Decal on patrol car
18. \$100.00 per year department approved footwear allowance/no carry over \$100.00

**ATTACHMENT A
SCHEDULE OF WAGES
JULY 1, 1997**

	July 1, 1997	July 1, 1998	July 1, 1999
Probationary Employee	10.65	10.97	11.30
Hire plus six months	11.26	11.60	11.95
1 year	11.87	12.22	12.59
18 months	12.12	12.48	12.85
2 years	12.36	12.73	13.11
30 months	12.60	12.98	13.37
3 years	12.97	13.36	13.76
Sergeant	13.51	13.92	14.34

Members of the bargaining unit shall be eligible for merit incentives as are other City employees.

SENIORITY SCHEDULE

As of July 1, 1997, full time employees of the City of West Branch Police Department who are members of the bargaining unit represented by the Police Officer Labor Council are as follows:

<u>NAME</u>	<u>RANK</u>	<u>DATE OF HIRE</u>
Steve Morris	Patrol Officer	6/30/94
Rodger Williams	Patrol Officer	5/12/95
Chris Laurion	Patrol Officer	3/11/96

SAFETY COMMITTEE PER ARTICLE 34

Steve Morris - Union Representative
Howard Hanft - Chief of Police
Patrick McGinnis - City Manager
Todd Thompson - Mayor

Safety Code is hereby established as Articles 34 and 35 of the Agreement.