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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WILLIAMSTON

AND

CITY OF WILLIAMSTON  
FRATERNAL ORDER OF POLICE,  
CAPITOL CITY LODGE NO. 141,  
WILLIAMSTON NON-SUPERVISORY DIVISION

*Williamston, City of*

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July 1, 1996 through June 30, 1999

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## AGREEMENT

THIS AGREEMENT IS ENTERED INTO THIS 17<sup>th</sup> day of February, 1997, between the City of Williamston, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Capitol City Lodge No. 141, Williamston Non-Supervisory Division, hereinafter referred to as the "Lodge." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours or employment, and other conditions of employment.

## ARTICLE 1

### RECOGNITION OF THE LODGE

Section 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of the State of Michigan of 1965, as amended, the Employer hereby grants sole and exclusive bargaining for all employees covered by the bargaining unit to Capitol City Lodge No. 141, Fraternal Order of Police, Williamston Non-Supervisory Division.

Section 2. Definition of the Bargaining Unit. The bargaining unit consists of all regular and part-time sworn police employees (subject to the conditions and provisions of ARTICLE 26 of this bargaining agreement) of the City of Williamston whose positions are

classified as non-supervisory personnel. The Chief of Police shall be excluded from recognition in this bargaining unit.

## **ARTICLE 2**

### **RIGHT TO MANAGE**

The City of Williamston, Michigan, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States.

Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City of Williamston, Michigan, including but without limiting the generality of the foregoing, the right:

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

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

(c) to subcontract, purchase any or all work, processes or services (not to include those duties or positions normally performed by members of this bargaining unit) or to construct new facilities or the improvement of existing facilities, however, the City of

Williamston reserves the right to eliminate the Police Department and contract all law enforcement duties with an outside government agency. This clause shall not be construed as altering the Williamston City Charter as to this subject matter.

The Employer recognizes that employees who work within the bargaining unit have a right to be afforded adequate notice and termination compensation in the event that there is an elimination of the bargaining unit due to contracting with other entities. Therefore, in the event that the Employer determines to contract with other entities for work currently being performed by the bargaining unit members, it shall notify the Union at least thirty (30) days prior to entering into any contract which shall eliminate bargaining unit work.

The Employer shall schedule a special meeting with the Union within ten (10) days thereafter. At this meeting, the parties agree to negotiate the effects of elimination of the bargaining unit work and reasonable severance compensation.

In the event that there is an elimination or replacement of work for employees in the bargaining unit, the Employer will endeavor to protect the livelihood of existing employees by transferring employees to other positions within the City of Williamston to which they are qualified; assisting in the placement of employees with the governmental unit to whom bargaining work was contracted; and by assisting in the placement of employees with other police departments. The Employer cannot absolutely guarantee replacement work for employees who lose their job because of elimination of the Police Department.

(d) to determine the number, location, and type of facilities and installations;



(e) to determine the size of the work force and increase or decrease its size;

(f) to hire, assign, and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day;

(g) to permit municipal employees not included in this bargaining unit to perform bargaining unit work when a bona fide emergency is declared by the Mayor of Williamston;

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

(i) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification;

(j) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;

(k) Management has the right to establish work schedules. Assignments of officers to shifts shall be on a twenty-eight (28) day schedule. The Chief of Police shall assign each member of the bargaining unit a minimum of twelve (12) weekends off per year, except when such assignment will compromise the City's capacity to provide safe and efficient police services to the community.

(l) to discipline and discharge employees for cause;

(m) to adopt, revise, and enforce working rules and carry out cost and general improvement programs, provided that no rule be adopted without ten (10) days notice to the Lodge; and its reasonableness may be subject to the grievance procedure;

(n) to transfer, promote and demote employees from classification, department or shift to another;

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

### ARTICLE 3

#### MANAGEMENT SECURITY

Section 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Lodge therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the City, as long as this contract is in force.

## ARTICLE 4

### LODGE SECURITY AND CHECKOFF

Section 1. Lodge Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Lodge or pay a representation fee to the Lodge which shall be less than one hundred percent (100%) of the regular monthly dues paid by Lodge members and which sum shall accurately represent the amount for said employees due the Lodge as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, state, national, or other dues and assessments of this Agreement. The regular monthly Lodge dues are \$26.50 for full-time and \$13.25 for part-time, and the representation fee is \$24.50 for full-time and \$11.25 for part-time; however, the Lodge, pursuant to its Constitution and By-Laws, may raise the dues accordingly.

Section 2. Dues Checkoff. The Employer agrees to deduct the monthly Lodge dues or the representation fee from the pay of employees subject to the following:

(a) The Lodge shall obtain from the employee a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject, or any interpretations made thereof. The checkoff authorization form shall be filed with the City Treasurer who may return an incomplete or incorrectly completed form to the Lodge's treasurer and no checkoff shall be made until such deficiency is corrected.

(b) The Employer shall check off only obligations which become due at the time of checkoff and will make checkoff deductions only if the employee has enough

pay due to cover such obligation, and will not be responsible to employee if he/she has duplicated a checkoff deduction by direct payment to the Lodge.

(c) The Employer's remittance will be deemed correct if the Lodge does not give notice, in writing, to the City Treasurer within two (2) weeks after a remittance is sent of its belief, with reasons stated thereof, that the remittance is incorrect.

(d) Any employee may terminate his checkoff authorization by written notice to the City Treasurer.

(e) The Lodge shall provide at least thirty (30) days written notice to the City Treasurer of the amount of Lodge dues and/or representation fee to be deducted from the wage of employee in accordance with this section. Any change in the amount determined will be provided to the City Treasurer at least thirty (30) days prior to each anniversary date of this Agreement.

Section 3. Indemnity Provision. The Lodge agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Lodge dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made once they have been sent to the Lodge.

## **ARTICLE 5**

### **LODGE REPRESENTATION**

Section 1. Bargaining Committee. The Lodge may select its bargaining representatives provided not more than two (2) representatives are employees.

Section 2. Time Spent in Negotiations. Employees who are off duty at the time of the bargaining sessions shall receive no pay or compensation of any type. For those hours spent in negotiations when the employee is scheduled to work, those employees shall be compensated at the employee's regular straight time rate of pay. The on duty officer will be credited with the number of hours spent in negotiations as time worked during his tour of duty of that day.

Section 3. Representation on Grievances.

1. When requested by an employee, the Lodge or its designated representative may investigate any alleged or actual grievance and assist in its presentation. For this purpose, an employee representative may be allowed reasonable time during working hours without loss of time or pay upon notification and prior approval of the Chief.

2. When an employee presents his own grievance without intervention of a Lodge representative, the representative shall be given an opportunity to be present. A non-employee Lodge representative may consult with employees at their work place provided prior notification has been given to the Chief of Police or the Chief's designee.

**ARTICLE 6**

**SPECIAL MEETINGS**

Section 1. The Employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon written request of either party. Said request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be

limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement. Each party shall be represented by not more than two (2) persons at special meetings. The parties shall not be required to meet more than once a month except on mutual consent.

## ARTICLE 7

### SENIORITY

Section 1. Definition. Seniority shall mean the status attained by continuous length of service with the City of Williamston Police Department.

Section 2. Demoted Officer. A demoted officer shall have department-wide seniority.

## ARTICLE 8

### LOSS OF SENIORITY

Section 1. An employee shall lose his status as an employee and his seniority if:

- (1) he/she resigns or quits.
- (2) he/she is discharged or terminated and not reinstated.
- (3) he/she retires.
- (4) he/she is convicted of a felony or a misdemeanor punishable over 91 days.
- (5) he/she has been on layoff for a period of time equal to his seniority at the time of layoff, or two (2) years, whichever is less.

(6) he/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

(7) he/she has been on an unpaid leave for a period of time equal to his/her seniority at the commencement of such leave or one (1) year, whichever is less.

(8) he/she has been on workers' compensation leave for a period of time equal to his/her seniority at the commencement of such leave or two (2) years, whichever is less.

## **ARTICLE 9**

### **PROBATIONARY PERIOD**

Section 1. Probationary Period. An employee that is newly hired to a full-time position shall be considered as a probationary employee for the first twelve (12) months of employment.

Section 2. Experienced New Hire. A newly hired officer with at least one (1) year of professional experience since the completion and certification from a Police Academy may be considered as a probationary employee for the first six (6) months of employment.

Section 3. Employer Rights. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to provisions of this Agreement and without recourse to the grievance procedure.

Section 4. Representation. The Union shall represent probationary employees only for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, and shall not represent probationary employees with regard to discipline, layoff, recall, termination or discharge.

## **ARTICLE 10**

### **DISCIPLINE PROCEDURE**

Section 1. Discipline. Matters of discipline and discharge shall be determined by the Rules and Regulations of the Department and by the General Orders issued by the City.

Section 2. Discipline History. No occurrence for which an employee has not previously been formally disciplined may be used in a discipline or discharge action after two (2) years from the date of such occurrence, except for determination as to the type and extent of discipline to be enforced upon a finding of wrongdoing.

Section 3. Just Cause. Discipline shall be for just cause, and the Employer agrees to adhere to the principles of progressive discipline. However, this shall not prohibit immediate discharge when the offense warrants that penalty.

Section 4. Counseling. Verbal counseling shall not be considered discipline and shall not be subject to the grievance procedure.

Section 5. Form of Discipline. Discipline shall be in writing and shall contain specific statements and documentation concerning the reason for the discipline, and state which rule or regulation was violated, and shall be signed by the Chief or the City Manager



in the Chief's absence and by the officer. A copy shall be given to the officer and the Lodge.

Section 6. Grievances. An employee who receives disciplinary action which he/she believes to be without just cause, shall have the opportunity to file a grievance at the Step Two level of the grievance procedure, Article 13.

In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discipline less any compensation earned by the employee during the period of time he/she was off work due to discipline.

## **ARTICLE 11**

### **LAYOFF AND RECALL**

Section 1. Necessary Reduction of Personnel-Layoff. The parties hereto, realizing that locally controlled police protection on a large degree depends upon the economic facilities available to the City, and in accordance with this realization, understand that in some instances it may be economically necessary to reduce the force by any number of policemen when funds are not available, hereby agree as follows:

(a) It is hereby specifically recognized that it is within the sole discretion of the City of Williamston to reduce the size of the department.

(b) In order to promote orderly reductions in personnel when the police protection is curtailed, the following procedure will be used:

- (1) Probationary employees will be laid off first where any officer who has acquired any seniority and whose position has been curtailed is qualified to perform the services of the probationary officer.
- (2) In the event seniority officers must be laid off, layoff will be on the basis of reverse seniority as established hereinbefore within classification. It is expressly understood that the Lodge shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Lodge shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
- (3) Officers who are laid off during a contract year shall be considered as having completed the contract period for purposes of placement on the salary scale if employed for more than one-half of the period, otherwise such officers shall remain on the same salary step.

Section 2. Recall. Seniority officers shall be recalled to employment in inverse order of layoff for new positions within their department for which they are qualified to work.

Section 3. Recall Notice. Employees who are notified of recall by First Class and Certified Mail and fail to notify the Employer of the employee's intent of returning to work within five (5) days of such notification shall be considered as resigned. The City shall provide the recalled employee with fifteen (15) days prior notice before employee is to return to work.

Section 4. Recall List. The recall list shall be maintained by the City for a period not to exceed two (2) years. Thereafter, an officer shall lose his/her right to recall.

## **ARTICLE 12**

### **WORK SCHEDULES**

Section 1. Schedule Posting. Work schedules shall be posted at least fifteen (15) days in advance of their implementation except in cases of emergency where the fifteen (15) day notice requirement would be impossible to meet.

Section 2. Changing Days Off. Officers may change "days off" after the schedule has been posted with permission from the Chief. Due consideration of the officer's wishes as well as the needs of the department will be taken into account regarding all such requests.

Section 3. Normal Work Schedule. The normal work schedule shall not exceed forty (40) hours in a seven-day period, nor more than five (5) consecutive days worked.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

Section 1. Definition. A grievance is defined as a claim reasonably found in a violation of a specific Article of the Collective Bargaining Agreement between the City of Williamston, Michigan, and the Fraternal Order of Police, Lodge No. 141, or of a question of interpretation of any provision of the Departmental Orders and Personnel Policies of the Williamston Police Department. It is understood by the parties that if an employee or the Lodge utilizes the grievance procedure provided for herein, the Lodge or the member waives the right to utilize the grievance procedure provided for in the City's Personnel Policy.

Section 2. Filing. No grievance shall be processed or recognized unless submitted in writing within five (5) days of the event prompting the grievance. The City shall make available a grievance form to all employees of this unit. The grievance form shall outline various steps, dates, and dispositions at each level of progress. Each grievance filed shall be assigned a grievance number.

Section 3. Procedure. For the most effective accomplishment of work the parties agree to prompt consideration and equitable adjustment of a grievance. It is the desire of both parties to solve grievances informally. Both the Chief and the officers are expected to make every effort to resolve problems as they arise. Whenever a grievance arises, an employee may present said grievance to his immediate supervisor and have the grievance adjusted without intervention of the employee's representative, so long as said resolution or adjustment is not inconsistent with the terms and provisions of this Agreement and provided that notice be given by the Employer to the Lodge representative of the nature and extent of said adjustment or resolution after same occurs. If the issue is unresolved through this informal process, the employee, on his/her own time, may contact his/her representative and proceed to resolve the grievance through the following formal procedures:

Step 1. The officer shall first verbally present the grievance to his/her immediate supervisor, either personally or with his Lodge representative. If an officer requests the assistance of a Lodge representative, no steps shall be taken to process a grievance until a Lodge representative is present.

Step 2. If the grievance is not resolved, the grievance shall be reduced to writing. All written grievances shall contain the following:

- (1) It shall be signed by the grievant or grievants.
- (2) It shall be specific.
- (3) It shall contain a synopsis of the facts giving rise to the alleged violations.
- (4) It shall cite the sections or subsections of this Contract alleged to have been violated or rules or regulations or orders alleged to have been violated.
- (5) It shall contain the date of the alleged violation.
- (6) It shall specify the relief requested.

A written grievance not substantiated in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitations for appeal as hereinafter specified. The Chief shall hear the grievance and have five (5) days from the date of receipt of the grievance to submit a written decision to the Lodge representative.

Step 3. If the Chief does not satisfactorily adjust the grievance in Step 2, the Union shall have five (5) days from the date of receipt of the decision in which to appeal, with written reasons for such an appeal, the grievance to the City Manager. The City Manager may call a meeting within five (5) days of receipt of appeal at which any participant who has participated in a previous step may attend. It is understood that an outside representative of the Lodge may attend this meeting, if necessary. Both parties shall submit all known evidence concerning the grievance at the meeting with the City Manager. In the event either party becomes aware of new or additional evidence after the

Step 3 level that they intend to use in pursuing the grievance, they shall promptly notify the other side in advance of using such evidence. Failure to present such evidence will prohibit its use later in the grievance procedure. The City Manager shall answer the grievance in writing no later than five (5) days after the next regularly scheduled council meeting. In the case of a discharge or suspension without pay for more than one (1) day, the grievance will begin at Step 3 of this procedure.

Step 4.

A. If the answer of the City Manager is unsatisfactory to the grievant, the grievant's Lodge representative may process the grievance to arbitration.

B. At the request of either party, any grievance which is not resolved at Step 3 may be subject to mediation by the Federal Mediation Conciliation Service. However, the time limits under the grievance procedure shall not be extended without mutual consent while such mediation is pending.

C. Arbitration proceedings will be accomplished by the Lodge requesting a list of prospective Arbitrators, which will be forwarded by FMCS to each of the parties to this Agreement. Once the selection of the Arbitrator has been accomplished through the procedure set out in paragraph D for such selection, the parties shall then mutually agree to a hearing date for the purpose of presenting testimony and evidence in support of their respective positions. The arbitrator shall then render his decision and award according to the following:

(a) The arbitrator shall render his decision within thirty (30) days after the hearing according to evidence presented and oral argument or, if the parties reserve the

right to submit written briefs, the arbitrator shall render his decision within thirty (30) days after the submission of the briefs:

(b) Once a grievance has been submitted to arbitration, it shall not be withdrawn by either party.

(c) All fees and approved expenses shall be borne equally between the parties involved.

(d) The Arbitrator's Award shall be binding upon the Employer, the Lodge, and the employee involved.

(e) The Arbitrator shall not have the power nor the authority to amend, modify or expand the terms and provisions of this Agreement in making his/her decision.

D. The parties shall attempt to mutually agree to an arbitrator from the FMCS list. If no agreement is reached, a second list shall be requested and the parties shall attempt to agree to an arbitrator from that list. If there still is no agreement, the parties shall alternate in striking names from the second list, with the remaining name being designated to arbitrate the case.

Section 4. Time Limitations. Failure to observe the time limitations contained in this Article shall result in a permanent denial of the grievance when time limitations are not observed by the employee. When the time limit is not observed by the Employer, the grievance shall be immediately advanced to the next step of the grievance procedure. Saturdays, Sundays and Holidays shall not be counted for the purpose of submitting or answering grievances in writing.

## ARTICLE 14

### VACATION LEAVE

Section 1. Vacation Schedule. Vacations with pay are based on the employee's length of continuous employment in the following plan:

<u>LENGTH OF SERVICE</u>	<u>VACATION ALLOWANCE PER YEAR</u>
0 months to 1 year	none
1 year to 3 years	10 working days
4 years to 7 years	15 working days
8 years to 12 years	20 working days
13 years and over	25 working days

An employee's vacation pay will be based on his regular, normal work week.

Section 2. Holidays. If a legal holiday falls within an employee's vacation, he/she will be given an extra day, which will be added to the vacation.

Section 3. Leaves. An approved leave of absence which does not exceed six (6) months will not be counted as a break in the employee's continuous service record for placement on the appropriate step of the vacation schedule. A leave related to an on the job injury of the employee, or a military leave shall not be considered as a break in continuous service for placement on the appropriate step of the vacation schedule.

Section 4. Vacation Earned. Vacation pay can be earned only on continuous full-time active employment. Absences in excess of thirty (30) days, except for absences on authorized paid vacation or earned personal leave, shall reduce the number of annual vacation days by 1/12th for each thirty (30) days of absence.

Section 5. Use. All accumulated vacation shall be scheduled and used within one (1) year of the officer's anniversary date, unless prior approval has been obtained from the



Chief of Police. All vacations shall be scheduled in advance, arranged and approved by the Chief of Police.

Section 6. Payment on Separation. If an employee stops working for the Employer after his twelve (12) months continuous, full-time employment period, he/she will receive vacation pay according to the above plan. It is necessary, however, that the employee leave in good standing and give satisfactory notice of his intent to leave. In case of death, the vacation money will be paid to the spouse or estate of the deceased employee.

## **ARTICLE 15**

### **HOLIDAYS**

Section 1. Holidays. The following Holidays (special pass days) are designated by the Employer as:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Good Friday	Christmas Eve Day
Easter Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	

Section 2. Holidays Not Worked. Regular full-time employees who are eligible for holiday pay, and do not work the holiday, shall be paid for the holiday for eight (8) hours pay at their regular base rate, excluding any premiums or differentials. A part-time officer will not be compensated for any holidays which they do not work.

Section 3. Pay for Worked Holidays. All full-time employees working any of the designated holidays will be paid at two and one-half (2 ½) times their regular straight time hourly rate for all hours actually worked, excluding any premiums or differentials, in lieu of holiday pay. A regular part-time officer who works on a recognized scheduled holiday shall

receive pay at two (2) times that officer's regular rate for all such hours worked, but will not be entitled to any additional compensation or time off for such holiday.

## **ARTICLE 16**

### **OVERTIME**

Section 1. The following provisions shall govern compensation for overtime to employees of the City:

(a) All members of the bargaining unit are subject to the overtime provisions.

(b) A normal work week for regular, full-time employees shall consist of either five (5) consecutive work days of eight (8) hours or four (4) days of ten (10) hours for a total of forty (40) hours a week.

(c) Overtime shall consist of authorized work in excess of eight (8) hours in any scheduled work day or in excess of forty (40) hours in any work week. In the event a four (4) day ten (10) hour day work week is worked, overtime shall consist of authorized work in excess of ten (10) hours in any scheduled work day or in excess of forty (40) hours in a week.

(d) All overtime shall be authorized by the Chief, or, in his absence, the shift officer in charge. However, in the case of assignments for a full extra shift, overtime shall be approved by the Chief or in his absence the City Manager, or his designee.

(e) Overtime shall be paid at the rate of time-and-one-half the regular pay rate.

(f) For the purposes of computing overtime on employees absent on authorized sick leave with pay or on a holiday, he/she shall be considered to have worked his normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

(g) Time off in lieu of overtime shall be regulated in accordance with State or Federal Fair Labor Standards Act provisions and guidelines.

Any employee that has accumulated overtime shall be reimbursed at a rate of time-and-one-half for all hours previously accumulated. The maximum accumulation of compensatory time by an employee at any one time shall be as follows:

After 1/1/97—	=	400 hours
After 7/1/97	=	350 hours
After 1/1/98	=	300 hours
After 7/1/98	=	250 hours
After 1/1/99	=	200 hours
After 7/1/99—	=	100 hours

(h) These overtime provisions shall apply to holdover, call-in, call-back, court time with or without a subpoena, or time spent in probate court, juvenile hearings, license appeal, board hearings or liquor control commission hearings, or time spent procuring warrants at prosecuting attorney's or in court or before a magistrate. For the activities recited in this paragraph, the employee shall receive a minimum payment of two (2) hours pay at overtime rate.

## ARTICLE 17

### LEAVE

Section 1. Personal Leave. Effective upon ratification of the agreement by both parties:

A. All full-time officers shall be allowed twelve (12) days per year with pay for any personal matters, including sick time.

B. Each day of personal leave shall accrue as of the last day of each month an employee is on the active payroll and may be accumulated to a maximum of twenty-four (24) days.

C. The officer shall notify the Chief in the event of a need for Personal Leave at least three (3) days in advance, except for critical or emergency illness, and then at least four (4) hours before scheduled duty time. Failure to so notify may result in denial for the claim against paid personal leave.

D. Each employee of the bargaining unit shall receive one-half (1/2) of their accumulated unused personal and sick leave at the time of their retirement in good standing from the department, payable in a lump sum at a rate equal to the employee's regular time rate of pay at the time of retirement.

E. All sick leave earned under prior contract by a unit member shall remain in a bank for the employee and may be used to cover illnesses, injuries, and disabilities when the employee's personal leave is exhausted. Any unused sick leave time will be paid off upon retirement as specified in Section D.

F. Bargaining unit members may cash in up to forty (40) hours of sick leave from the bank at the end of each year. The employee shall request the reimbursement for the sick time in writing prior to October 31, and shall be paid for the time the first pay period after December 1 of each year.

G. Personal Leave may not be used until the employee has completed the first year of continuous service with the City. Further, employees shall not be eligible to earn Personal Leave accruals during their probationary period. However, on successfully completing their probationary period, employees shall have credited to their Personal Leave accumulations, Personal Leave for the hours worked during their probationary period.

Section 2. Funeral Leave.

A. If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, not to exceed five (5) days. Additional time may be granted upon approval of the Chief of Police to be charged against either earned personal leave or vacation time.

B. "Immediate family" includes only the following: spouse, child(ren), step-child(ren), father, step-father, mother, step-mother, sister, sister-in-law, brother, brother-in-law, father-in-law, and mother-in-law.

C. The Employer shall be notified immediately of a death in the family and the extent of the expected absence.

D. In the event a police officer is killed and is known by the officers of the department, the Employer shall provide a marked police vehicle to attend the officer's funeral if the funeral is within a 200 mile radius of the City. Employees shall not be compensated for the hours spent on funeral leave under this section unless authorized by the Chief of Police.

Section 3. Unpaid Personal Leave. An unpaid leave of absence for a period not longer than six (6) months may be granted to employees covered by this Agreement. Requests for such leave must be submitted in writing to the Employer at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave request shall be furnished to the employee in writing by the Employer. Employees returning from such leave must provide the Employer with at least ten (10) days advance notification. If the Employer cancels a leave granted under this section, the employee shall be notified by certified mail, return receipt requested, and must thereafter return to work within five (5) days unless other arrangements are made with the Employer.

Section 4. Unpaid Medical Leave. A leave of absence without pay due to sickness or injury which prevents the employee from discharging his/her essential job functions shall be granted on the following basis:

A. An employee who has completed his/her probationary period may be granted a leave of absence by the Employer for the period of disability, but not to exceed ninety (90) days, provided his/her request is supported by a physician's statement verifying the

need for a leave, diagnosis and expected duration of the leave. Upon the employee's request, the Employer shall grant up to three (3) ninety (90) day extension periods for such medical leave if, when requested, and the need for such extensions are medically verified. However, medical leave shall not be extended to exceed one (1) year; nor shall an employee's leave of absence exceed twelve (12) months in a twenty-four (24) month period. The Employer, after the initial ninety (90) day leave period, may request the employee to provide the Employer with a physician's statement attesting to the employee's continued inability to work every thirty (30) days. Upon the employees' return to work from such leave, the employee shall furnish the Employer with a physician's statement as to his/her fitness for work.

B. An employee medically able to return to work may bump back into the bargaining unit based upon his/her seniority.

C. The employee must utilize his/her sick leave if so authorized by this Agreement before requesting an unpaid leave of absence for illness or injury.

Section 5. Unpaid Leave & Seniority. Employees on unpaid leaves of absence pursuant to this Article, shall not accrue seniority or economic fringe benefits provided for under this Agreement, unless expressly provided elsewhere in this Agreement. However, an employee on an unpaid leave of absence which does not exceed one (1) year will not be counted as a break in the employee's continuous service for seniority, longevity, vacation, or wage step levels.

Section 6. Military Leave. Leaves of absence for military service shall be granted in accordance with state and federal law.

## ARTICLE 18

### LEAVE FOR LODGE CONFERENCES AND CONVENTIONS

Section 1. The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Fraternal Order of Police for the following function: a designated employee may be excused for up to a maximum of eight (8) hours per month to attend Lodge meetings, without loss of pay, if he/she is scheduled to work. The member designated to attend such meetings without loss of pay shall not be changed more often than once every six (6) months.

## ARTICLE 19

### RETIREMENT BENEFIT

Section 1. Retirement Program. Effective June 30, 1996, the City shall make available to the employees of this bargaining unit a retirement program in accordance with the provisions of the Municipal Employees Retirement System plan B3, FAC 3, with the F 50/25 rider, and the terms of said plan are hereby incorporated by reference. Effective April 1, 1997, the City shall make available to the employees of this bargaining unit a retirement program in accordance with the provisions of the Municipal Employees Retirement System plan B4, FAC 3, with the F 50/25 rider, and the terms of said plan are hereby incorporated by reference.

Section 2. Contributions. The employees shall contribute five (5%) percent of their wages through payroll deduction toward the payment of the cost of said plan. The employer shall contribute the remaining cost of the plan. Effective April 1, 1997, the employees shall contribute eight (8%) percent of their wages through payroll deduction



toward the payment of the cost of said plan. The Employer shall contribute the remaining cost of the plan.

## ARTICLE 20

### LIABILITY INSURANCE

Section 1. The Employer shall maintain standard liability coverage for all employees in the unit, provided, however, that the City shall not be responsible for the amount of any judgement in excess of policy limits.

Section 2. The City shall reimburse or replace personal property of a patrolman which is damaged, destroyed, or stolen while the officer was engaged in line of duty activities.

## ARTICLE 21

### INSURANCE

Section 1. Life Insurance. The Employer shall provide each employee covered hereby life insurance in the amount of Twenty Thousand Dollars (\$20,000) with accidental death benefits and double indemnity if the officer is killed on duty or if killed off duty while performing a police function.

Section 2. Hospitalization, Dental, Optical.

A. The Employer agrees to provide at its expense hospitalization/medical, dental, and optical coverage for each employee and their dependents under the BC/BS Plan S (PPO) with the following riders:

1. Prescription PPO drug card,
2. \$5.00 co-pay on prescriptions,

3. 50/50/50 - \$800.00 maximum dental, and
4. A-80 Optical plan.

Section 3. Worker's Compensation.

A. The Employer carries worker's compensation insurance on all employees and the accidents resulting in injury or illness must be reported promptly to the Employer, so that proper forms may be executed.

B. Employees receiving payments under worker's compensation shall be reimbursed the difference between the amount received through worker's compensation and their regular salary for on duty injuries from sick time or vacation pay. Employees shall receive the difference up to 100% of their regular salary if the employee has an accumulated balance of personal leave, previously earned sick leave, or vacation available. One hour of personal or sick leave time bank or vacation bank shall equal one regular hour of pay differential supplement. Personal or sick time used pursuant to this Article shall be days or hours accumulated prior to the last year's accumulation and shall not circumvent the employees' ability to exercise the options available under this contract provided in Article 17, Section 1, Subparagraph F, Sick time yearly pay out.

c. Employees on worker's compensation leave shall not accrue economic fringe benefits provided for under this Agreement, except 1) that the Employer agrees to provide health insurance provided under this Article for a period of time equal to the employee's seniority at the commencement of the worker's compensation leave, or two (2) years, whichever is less, and 2) proration of longevity as provided in Article 25, Section 3.

Section 4. Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he/she cannot perform his regular job, the Employer will make every effort to place the employee in a position that the employee is physically and mentally able to perform within the bargaining unit.

Section 5. Accident and Sickness Income.

A. The Employer shall provide accident and sickness income insurance for injuries and sickness of any type, which shall be in addition to and a supplement of the personal leave or sick leave bank benefits granted to each officer. The Employer agrees to pay the premiums of accident and sickness income insurance that shall provide sickness and accident insurance for each full-time employee to a maximum benefit of seventy percent (70%) of their weekly wages to a maximum of Two Hundred Fifty Dollars (\$250.00) per week for twenty-six (26) weeks; and One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month for twenty-six (26) week to twenty-four (24) months after injury..

**ARTICLE 22**

**UNIFORMS AND EQUIPMENT**

Section 1. In the selection and procurement of uniforms, the Employer shall give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer.

Section 2. The Employer shall reimburse employees for cleaning of uniforms when such cleaning is required. Effective July 1, 1992, the amount limit shall be increased to Four Hundred Eighty Dollars (\$480.00) per calendar year, payable quarterly.

Section 3. In the procurement of motor vehicles for patrol purposes, the Employer shall use best efforts to secure automobiles and equipment of quality, design, and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.

Section 4. No officer shall be required to wear a blouse, except for ceremonial events.

Section 5. Each member of the bargaining unit shall be assigned a full length locker capable of holding standard police equipment.

Section 6. The following items shall be issued to the officers at the Employer's expense: 5 cell flashlight with batteries, riot helmets, and raincoats.

Section 7. At least three (3) official (proof) copies of the contract shall be signed by appropriate representatives of the Employer and the Lodge and shall be distributed among the Employer and the Lodge.

The Employer shall provide the Lodge with five (5) official copies of the contract including current changes within ninety (90) days of ratification and final proof reading by the Lodge.

Section 8. Each employee of the Department shall receive Sixty Dollars (\$60.00) per year gun allowance, which sum shall be paid to the employee on or about November 15, at the same time longevity payments are made by the City.

Section 9. The City shall provide each officer with a Second Chance Vest, which shall be worn by the officers while on duty unless weather conditions make the wearing of

the vests intolerable. The Chief of Police shall reasonably determine when the weather conditions are intolerable for this purpose.

Section 10. The Employer agrees to furnish each full-time employee one pair of Herman Survivor winter insulated boots for winter time duty. Boots shall be worn for duty time only. Boots shall be replaced when they are in unsatisfactory condition or unrepairable.

### **ARTICLE 23**

#### **PARKING AND TRAVEL**

All officers required to drive their own motor vehicles in the course of employment shall be paid at the rate of twenty cents (20¢) per mile. Effective upon ratification of this agreement by both parties, all officers required to drive their own motor vehicles in the course of employment shall be paid at the rate of twenty-five cents (25¢) per mile. Parking fees shall be reimbursed at the actual expense incurred. If the City of Williamston increases the rate paid any other employee for mileage during the life of this Agreement, it shall automatically be amended to incorporate the increase. Reimbursement of other expenses incurred by the officer shall be at the actual expense, but only if incurrence of the expenses is approved in advance by the Chief of Police.

### **ARTICLE 24**

#### **MEDICAL DISPUTE**

Section 1. In the event of a dispute involving an employee's physical ability to perform his/her job on his/her return to work for the City from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating

physician of the employee, or if the Employer had a reasonable basis to question whether an employee is able because of mental or physical reasons to perform essential job functions, the Employer may require the employee to submit to a physical or mental examination by a medical doctor of the Employer's own choosing, the expense of which shall be paid by the Employer. If the dispute still exists, at the request of the Lodge, the employee's doctor and the Employer's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be borne by the Employer.

**ARTICLE 25**

**LONGEVITY PAY**

Section 1. Longevity. After completion of the fifth year of full-time employment prior to November 15th, an employee shall be paid longevity on or about November 15th of the calendar year during which the fifth year of employment is completed, and annually thereafter, according to the following schedule:

5-6-7-8-9 years	2 percent*
10-11-13-14 years	3 percent*
15 years or more	4 percent*

\*(based on 2080 hours of base salary)

For employees after February 8, 1994, after completion of the fifth year of full-time employment, an employee shall be paid longevity on or about November 15th of the

calendar year during which the fifth year of employment is completed, and annually thereafter, according to the following schedule:

5-6-7-8-9 years	\$400.00
10-11-13-14 years	\$500.00
15 years or more	\$600.00

Section 2. Proration. On retirement, unpaid leave, worker's compensation, or death, the longevity pay, if any is due, shall be prorated according to the full calendar months completed.

Section 3. Leaving Employment. An employee leaving the employ of the City under any circumstances, other than retirement or death, shall not be granted longevity pay for any partially completed year.

## **ARTICLE 26**

### **PART-TIME EMPLOYEES**

Section 1. Part-Time Officers. The Employer may utilize up to three (3) part-time officers. If the necessity for part-time officers occurs due to the resignation or termination of a full-time officer, part-time officers may be used during these periods for a term not to exceed ninety (90) after the position is open for re-appointment. Part-time officers may also work full-time to replace a full-time officer on approved leave of absence. When a part-time officer is moved to a full-time schedule to cover a full-time employee's leave, the part-time officer will be counted as "full-time" under the provisions of this Section and the Employer will be entitled to hire an additional part-time employee. The part-time employee working a full-time schedule to cover a position vacated by a leave will be paid that start

rate for full-time employees on the same basis as a new hire, and shall be eligible for fringe benefits when the full-time employee off on leave ceases eligibility for fringe benefits. In the event the full-time employees does not return from leave and a permanent vacancy exists that the Employer intends to fill, the Employer will advertise the vacancy and the part-time employee will be eligible for to apply for the position. If this part-time employee is hired for the full-time position, he/she will receive seniority retroactive to the beginning date of the full-time assignment.

Section 2. Part-Time Schedule. Except for the circumstances identified in Section 1, no part-time officer shall be allowed to work more than eighty (80) hours during a twenty-eight (28) day period, and shall not work more than eight (8) hours a day if the officer is on a five (5) day eight (8) hour a day schedule. No part-time officer may work in excess of one thousand four hundred fifty-six (1,456) hours a year. This one thousand four hundred fifty-six (1,456) hours per year limit shall be increased by fifty-five (55) hours for every twenty-eight (28) day period during which a full-time employee is absent on an approved leave (excluding vacations). Time spent in court shall not be counted against any of the foregoing. Should a part-time officer be working on an investigation or involved with a particular enforcement action that precludes another officer from taking over the officer's duties at the close of a duty day, the part-time officer may be allowed to work beyond the eight (8) hour scheduled day, provided the officer is paid overtime rates.

Section 3. Year. For the purposes of this Article, a year shall be interpreted as July 1 of each year until July 1 of the succeeding year.



Section 4. Laid Off Employees. The Employer agrees to give any full-time officer on layoff status the first opportunity to work part-time under the terms of this Article. Should such an officer decline to work part-time, the officer shall lose their status as an officer and seniority under the terms of this Agreement. The City further agrees that it will not use part-time officers under this Article if the City has less than three (3) officers on full-time status, excluding the ninety (90) day period during which a vacancy is being filled in accordance with Section 1 above.

Section 5. Part-Time Wages. Part-time officers shall be compensated for hours worked at an hourly rate as set forth in Appendix A.

Section 6. Seniority and Benefits. Part-time officers shall not accrue seniority, exercise any seniority rights, or accrue any rights to fringe benefits or other economic benefits under this Agreement other than those included in this Article relating to hourly rates of pay.

Section 7. Dues. Part-time officers shall be required to pay Lodge dues or representation fees in accordance with the requirements of Article 4, beginning at the date of hire and continuing during the period the part-time officer is actually working.

Section 8. Representation. The Lodge may only represent part-time officers in reference to wages, hours, and working conditions that are violations of the terms and provisions of this Agreement and may not represent part-time officers in matters of discharge or discipline.

## ARTICLE 27

### JURY DUTY

Section 1. Pay. Employees required by law to serve as jurors shall, upon satisfactory proof to the City of such service rendered, receive the difference between their jury pay and regular straight time hourly rate for time lost from their scheduled hours of work for the number of days actually served on jury duty.

Section 2. Return to Work. It shall be a condition of the foregoing that an employee report for work whenever he/she is excused from duty during his normal work hours unless the balance of the shift is two (2) hours or less.

Section 3. Night Shift. Employees called for jury duty working shifts that commence at 8:00 p.m. the previous evening or after shall receive a minimum of six (6) hours off without loss of pay in addition to the reporting time for jury duty.

## ARTICLE 28

### TERMS OF THIS AGREEMENT

Section 1. Ratification. The Lodge's negotiation committee shall submit to and secure the Lodge's ratification prior to the submission of this Agreement, after ratification by the Lodge, at the next regular meeting of the City Council, if submitted to the City Council at least three (3) days prior to the regular meeting.

Section 2. Effect of Invalidity of Provisions of This Agreement. If any provision of this Agreement be held invalid under existing or future legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

Section 3. Effective and Termination Dates. This Agreement shall become effective July 1, 1996, and shall continue in force and effect until 11:59 p.m., June 30, 1999, except as elsewhere provided for in this agreement, or Section 3 of this article.

Section 4. Renegotiation. The Lodge shall notify the Employer in writing not less than 60 days prior to the expiration of this agreement of its intent to renegotiate any and/or all of the provisions contained in this agreement.

IN WITNESS WHEREOF, the parties have set their hands this 17<sup>th</sup>  
date of February, 1997.

FOR THE CITY:

Dale R. Aramis

\_\_\_\_\_  
\_\_\_\_\_

FOR THE LODGE

Bill Schell

\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**

**WAGES**

Full-time officers shall be compensated for hours worked at an hourly rate as follows:

**FULL-TIME EMPLOYEES**

<u>Effective</u>	<u>7-1-96</u>	<u>7-1-97</u>	<u>7-1-98</u>
<u>Yrs of Service</u>	<u>Per Hr/Yr</u>	<u>Per Hr/Yr</u>	<u>Per Hr/Yr</u>
0-6 months	10.45/21,736	10.76/22,381	11.09/23,067
7-12 months	11.05/22,984	11.38/23,670	11.72/24,378
13-18 months	11.92/24,794	12.28/25,542	12.65/26,312
19-24 months	12.67/26,354	13.05/27,144	13.44/27,955
25-31 months	14.72/30,618	14.11/29,349	14.53/30,222
32-36 months	14.72/30,618	15.16/31,533	15.61/32,469
over 37 months	15.73/32,718	16.20/33,696	16.69/34,715

Part-time officers shall be compensated for hours worked at an hourly rate as follows:

**PART-TIME EMPLOYEES**

<u>Effective</u>	<u>7-1-96</u>	<u>7-1-97</u>	<u>7-1-98</u>
Pay Rate	10.45	10.76	11.09