

4210

6/30/99

COLLECTIVE BARGAINING AGREEMENT

between



CITY OF ADRIAN

and

POLICE OFFICERS LABOR COUNCIL



Adrian, City of

**Effective January 16, 1996
Expires June 30, 1999**

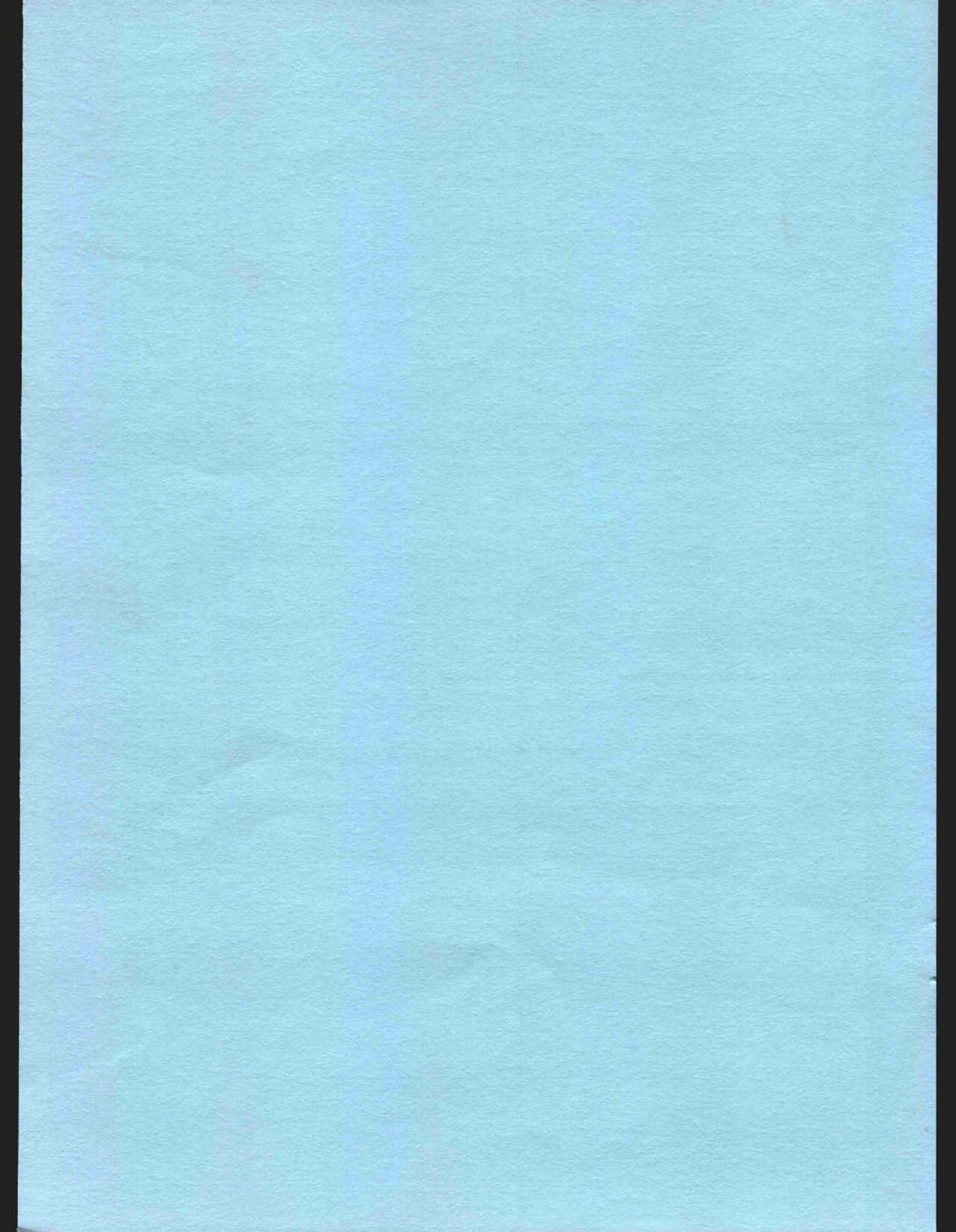


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AGREEMENT

THIS AGREEMENT, entered into this 16th day of January, 1996, between the CITY OF ADRIAN, a Michigan Municipal Corporation, hereinafter referred to as the "City," and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union."

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 City'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.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - RECOGNITION

SECTION A. Pursuant to and to the extent required by all applicable provisions of P.A. 379 of the Public Acts of Michigan 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the employees of the City included in the bargaining unit as described below:

All regular, full-time Sergeants, employed by the City of Adrian, Police Department, excluding Lieutenants and the Chief of Police and all other employees. The term "he" or "his" shall refer to male and female employees wherever used in this Agreement.

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

SECTION C. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested exclusively in the City Commission or in its designated representatives when so delegated by the City Commission.

ARTICLE II - UNION SECURITY

SECTION A. Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

SECTION B. City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the Authorization for Payroll Deduction form shown below, provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City Department and to the Union.

AUTHORIZATION FOR PAYROLL DEDUCTION FORM

To: _____
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues, or
- An amount which may not exceed monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Fraternal order of Police Labor Council.

By: _____
First Name Initial Last Name

Street Address Street Name and Direction

City Zip Code

Area Code Telephone Number

Signature Date

SECTION C. Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he becomes a member of the bargaining unit, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount permitted by law which may not exceed the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the

Police Department from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30th day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

SECTION D. The City agrees to deduct from the wages of any employee covered by this Agreement who is not a, member of the Union, all Union service fees uniformly required as provided in the Authorization for Payroll Deduction form shown above, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Police Department and to the Union.

SECTION E. All Union membership dues and service fees will be authorized, levied and certified in accordance with the bylaws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the Director of Labor Services or his agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Services, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

SECTION F. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the City of the names of such employees following the end of each month in which the termination took place.

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

SECTION H. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability including court and administrative hearing costs, court reporter fees and transcript, and unemployment compensation costs, if any, and the fees of legal counsel retained by the City to defend any claim that may arise out of or by reason of action taken or not taken by the City under this Article.

ARTICLE III - MANAGEMENT RIGHTS CLAUSE

The City Commission on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are executed by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right: (a) to determine the services to be performed, the quantity and quality of work and services to be performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees, to maintain discipline and efficiency, and to assign and layoff employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and determine the number of employees assigned to operations; (g) to establish work standards and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions, to determine the qualifications and competency of employees to perform the available work; (i) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement. The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain within the rights of the City.

ARTICLE IV - REPRESENTATION

SECTION A. The City recognizes the right of its employees to elect one (1) Steward and one (1) alternate for the purpose of handling contract grievances who shall be regular seniority employees of the City. An alternate may exercise the rights of a Steward set forth in this Article only in the event the Steward is the aggrieved party(ies) under the Grievance Procedure.

SECTION B. Grievances shall be handled at Step 1 of the Grievance Procedure during (non)-working hours (i.e., promptly following the end of the shift or shortly before the employee's next shift) unless the supervisor involved shall arrange the meeting immediately at the start of the employee's shift or immediately before the end of the employee's shift, or as otherwise agreed to. Grievance meetings at Step 2 and Step 3 shall be handled during normal business hours of the City, unless otherwise agreed. No Union activity, except as provided above in the case of grievance processing shall be conducted on City premises during scheduled working times.

SECTION C. The City will not recognize any Steward or Alternate until their name and position have been certified in writing by the Union to the City.

SECTION D. Neither the Union nor any of its officers nor any Steward or Alternate shall advise or direct employees to disregard the instructions of supervision.

ARTICLE V - DISCIPLINE AND DISCHARGE

SECTION A. The City shall retain the sole right to establish, change, amend and enforce reasonable rules for employees to follow, provided, however, all new or amended department rules will be posted five (5) working days prior to their effective date.

SECTION B. No employee shall be disciplined or discharged without just cause. However, this provision shall not be read as limiting the City's right to require officers to serve a probationary and/or trial period, as provided elsewhere in this Agreement.

SECTION C. Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct set forth in the current Personnel Rules of the City and the Department Rules; failure to abide by the contract; inefficiency, excessive absenteeism, or tardiness; failure to take a medical examination; dishonesty or theft; violation of an official order or regulation; gross neglect of duty; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or offensive conduct unbecoming an employee of the City.

SECTION D. Suspensions involving loss of wages and discharges of seniority employees shall be in writing (with a copy to the Union President) together with the reasons for such suspension or discharge.

In the event an employee considers the action improper, he may file a written grievance at Step 2 of the Grievance Procedure within three (3) work days following the action.

Said discharged or suspended employee will be allowed to discuss the discharge or suspension with his Steward before he is required to leave the premises except in usual circumstances.

Grievances protesting other disciplinary action of seniority employees (i.e., reprimands up to suspensions of less than five (5) days), may be filed by the employee at Step 1 of the Grievance Procedure as provided in said Grievance Procedure.

SECTION E. It is agreed that counseling memos do not constitute disciplinary action. Accordingly, while counseling memos are not grievable, if the employee disagrees with the memo, he shall have the right to place his comments on the memo. Counseling memos will be removed from the employee's file after a period of one (1) year, if there is no further official action taken on the subject contained in the counseling memo.

ARTICLE VI - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union and the City or its designated representative upon the mutual agreement of the parties. 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 in the agenda. Conferences shall be held at mutually agreeable hours. If this meeting is to be attended by a representative of the Labor Council, the City shall be so notified at the time the conference is requested. The employee Union representative(s) shall not lose pay for time spent in the special conference.

If the Fraternal Order of Police Labor Council Field Representative is to be present, said representative may meet with the employee Union representative(s) up to one-half (1/2) hour before the meeting providing the Chief is notified at least twenty-four (24) hours in advance.

ARTICLE VII - GRIEVANCE PROCEDURE

SECTION A. It is the intent of the parties that the Grievance Procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise as to the application and interpretation of this Agreement. If any such grievance arises during the term of this Agreement, it shall be settled in accordance with the procedure set forth below.

SECTION B. Any grievance concerning matters subject to the provisions of Act 78 of the Public Acts of Michigan 1935 as amended, shall, as long as Act 78 remains in effect for the City of Adrian Police Department be filed and processed in accordance with the provisions of Step 1 through Step 3 of the Grievance Procedure, or as otherwise specified in this Agreement, provided, however, the City's answer at Step 3 of the Grievance Procedure shall only be subject to appeal to the Adrian City Civil Service Commission, and may not be processed any further under this Grievance Procedure. Such Appeal to the Civil Service Commission shall be filed in writing five (5) working days of the City's answer in Step 3. Any decision rendered by the Civil Service Commission may only be appealed as provided by Public Act 78. In the event Act 78 is repealed as it applies to the Adrian Police Department, this Section B shall become null and void.

SECTION C.

Step One. If an employee feels he has a grievance, he shall, within five (5) working days of the time the grievance arises, discuss the grievance with his immediate supervisor or other designated supervisor as the case may be. The employee may request the presence of a Steward.

Step Two. If the grievance is not resolved in Step 1, the employee or the Steward shall reduce the grievance to writing on a grievance form provided by the City and present the grievance to the Chief. Said written grievance must be filed in writing at Step 2 within five (5) working days of the Step 1 discussion. It shall name the employees involved, shall state the facts

giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Chief shall answer the written grievance within five (5) working days or he shall arrange a meeting between the Chief and Personnel Director, or other designated City representative, and the grievant and the Union Steward. If a meeting is held, the City shall answer the grievance in writing no later than five (5) working days after the meeting with a copy to the Steward.

Step Three. If the grievance is not resolved in Step 2, the Union may, within five (5) working days after the answer in Step 2, submit a written appeal and request to the City Administrator for a meeting between the representative of the Union and representatives of the City in an attempt to resolve the grievance. The meeting shall take place within ten (10) working days. Additional time may be allowed by mutual written agreement of the City and the Union. The City Administrator shall answer the grievance within ten (10) working days of the Step 3 meeting.

SECTION D. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. Time limits may be extended by mutual written agreement, then the new date shall prevail.

SECTION E. Any grievance not answered by the City within the applicable time periods shall be automatically referred to the next Step.

SECTION F. The City shall not be required to pay back wages prior to twenty (20) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other earned compensation that he may have received from any source during the period of back pay.

SECTION G. Any grievance which has not been fully processed prior to the termination date of this Agreement and any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be a proper subject for negotiations. unless otherwise agreed in writing any grievance which arose prior to the effective date of this Agreement shall not be processed.

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

SECTION I. Workdays for purposes of this Article and Article V, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

SECTION I. Any claim or complaint for which there is another specific forum established by law shall not be subject to arbitration.

ARTICLE VIII - ARBITRATION

SECTION A. If a grievance is not resolved in Step 3 of the Grievance Procedure and if it involves an alleged violation of a specific Article and Section of this Agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the City Clerk or Union Steward, as the case may be, ten (10) days after receipt of the City's answer in Step 3. The written notice shall identify the issue involved, and the relief requested. If no such notice is given within the ten (10) day period, or if the matter is not subject to arbitration, the City's answer shall be final and binding on the Union, the employees involved, and the City.

SECTION B. Following receipt of the notice to arbitrate, the Union and the City will confer to see if a mutually agreeable Arbitrator can be selected. If an Arbitrator is not selected within ten (10) working days following receipt of the written notice, either the Union or the City may, within the next five (5) working days only, apply in writing to the American Arbitration Association for appointment of an Arbitrator under its rules, with a copy to the other side.

SECTION C. The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits unless otherwise agreed to by the parties. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

SECTION D. Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wages except as provided in the Agreement.

He shall have no power to change any practice, policy, or rule of the City, nor to substitute his judgment for that of the City unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement.

It is further specifically understood that the Arbitrator:

1. Shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.

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

SECTION F. The fee of the Arbitrator, his travel expense, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same, provided, however, if the grievant is required to testify at the hearing, he/she shall be compensated by the City for any lost work time at said hearing. All filing fees of the American Arbitration Association shall be paid by the party filing for arbitration.

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

ARTICLE IX - NO-STRIKE CLAUSE

SECTION A. During the life of this Agreement, the Union shall not cause, authorize its members to cause, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slowdown, work stoppage, curtailment of work, or interference with the operations of the City of any kind for any reason, including concerted use of paid leave time and including a labor dispute between the City and any other labor organization. The Union shall not cause, authorize, sanction or condone, any picketing of the City's buildings, offices, or premises because of a labor dispute with this City.

SECTION B. The Union agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow-downs, work stoppages, curtailment of work, interference with the operations of the City by the employees in the bargaining unit by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

SECTION C. The City, for its part, agrees that there shall be no lockout of its employees during the term of this Agreement.

ARTICLE X - LENGTH OF SERVICE

SECTION A. Length of service shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the City from his last permanent hiring date. "Last permanent hiring date" shall mean the date upon which an employee first reported for work at the direction of the City since which the employee has not quit, retired, been discharged or otherwise lost his seniority rights as provided in Section D below. Length of service shall be used for such purposes as vacation payments.

SECTION B. Unit seniority date shall be defined as the date the employee entered the Sergeant classification provided the employee successfully completed the probationary period for the classification. If two or more employees have the same unit seniority date, the order shall be determined by City seniority and if that is equal, it shall be determined by test scores for the Sergeant classification.

SECTION C. An up-to-date seniority list of names, length of service dates, and unit seniority dates shall be furnished to the Union. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. In no event shall the City be required to pay back pay by reason of the correction of an error on such list. The City will provide the Union with an up-to-date seniority list whenever there are personnel changes affecting the list.

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

1. Quits.
2. Is discharged and not reinstated.
3. Is displaced because of layoff for a period of two (2) years or length of seniority, whichever is greater.
4. Is absent without a reasonable excuse for two (2) consecutive working days and without notice to the City of such excuse within the two (2) days, unless failure to notify is a result of a physical impossibility.
5. Fails to return from a leave of absence, vacation, or sick leave at the designated time, unless the employee has a reasonable excuse acceptable to the City, or failure to return is a result of a physical impossibility.
6. Retirees.

SECTION E. It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears

on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.

SECTION F. Employees who are transferred to a job outside the bargaining unit after the signing of this Agreement shall continue to accrue unit seniority for an additional period of one year and thereafter their unit seniority shall be frozen but retained. Employees transferred to a job outside the bargaining unit prior to the signing of this Agreement shall retain their unit seniority but have it frozen at the signing of this Agreement. If said employees are later transferred back to the bargaining unit, they may exercise their accumulated unit seniority credits. This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

SECTION G. After the signing of this Agreement, employees initially promoted into the bargaining unit shall be subject to a probationary period of twelve (12) consecutive months. The City shall have the right to transfer or demote said employee during the probationary period and no grievance shall arise therefrom.

ARTICLE XI - LAYOFF AND RECALL

SECTION A. When there is an impending reduction in the workforce within the bargaining unit, the City shall immediately give notice to the Union as soon as there is any strong likelihood of said reduction in work force, and will give at least two weeks notice before actual reduction in work force to the affected employee.

SECTION B. Employees shall be laid off or recalled by the City in the following manner:

1. First, temporary employees in the affected classification, shall be laid off.
2. Second, probationary employees in the affected classification shall be laid off taking into consideration their employment records, including employee evaluations, prior training, work record, ability and other related factors; provided that the decision Chief will be final.
3. Third, seniority employees in the affected classification shall be laid off in order of their seniority in the classification, provided the remaining employees have the ability to perform the available work.
4. Fourth, in the event a classification is added to the bargaining unit above the rank of Sergeant, said classification shall have bumping rights into the Sergeant classification in the event of layoff.

SECTION C. There shall be no seniority among probationary employees. In the event a probationary employee is laid off, the City's only obligation to reappoint him shall be as

provided under Act 78. If he is reappointed, he shall be treated as a new probationary employee.

SECTION D. In the event of layoff from the Sergeant classification, a permanent bargaining unit employee shall have the right to exercise his length of service rights and classification seniority rights into the patrol officers unit.

SECTION E. Recall from layoff shall be in reverse or order of layoff, providing the employee can do the work required. Upon recall, an employee may be required to take a physical examination by a City-designated doctor if said employee has been on layoff for a period of thirty (30) days or more. Notice of recall shall be sent to the employee at his last known address by registered or certified mail or telegram. If an employee fails to report for work within five (5) calendar days from the date of mailing the letter, he shall be considered a quit.

ARTICLE XII - NEW OR CHANGED JOBS

SECTION A. While the City reserves the right to consolidate or eliminate jobs or positions within the bargaining unit, it agrees that no such action shall take place until a special conference is held with the Union.

SECTION B. If a new job is created which cannot be properly placed in the existing classification and rate structure, the City will notify the Union of the classification and rate structure prior to its becoming effective. Upon written request filed by the Union within ten (10) days after notification of the new job, the Union and the City shall meet within ten (10) days thereafter to review the rate of pay. If the parties are unable to agree to the rate of pay, the Union may, within five (5) days from the date of the meeting, file a written grievance at Step 3 of the Grievance Procedure.

SECTION C. If an existing classification within the bargaining unit is changed to the extent that materially different skills and responsibilities are required, the Union will be notified prior to the new rate being established. Upon written request filed by the Union within ten (10) days after notification of the changed classification, the Union and the City shall meet within ten (.10) days thereafter to review the rate of pay. If the parties are unable to agree to the rate of pay, the Union may, within five (5) days from the date of the meeting, file a written grievance at Step 3 of the Grievance Procedure.

SECTION D. All newly-created positions or classifications within the bargaining unit shall be posted for a period of seven (7) working days setting forth the requirements of the position.

In filling the position, the Chief shall consider seniority and qualifications (i.e., ability to perform the work, prior experience in police work, and prior work record, written test results, and educational background and training). If qualifications are determined to be relatively equal in the opinion of the Chief, seniority shall govern.

An employee shall serve a twenty-four (24) work week trial period, during which time he may be returned to his former classification either at his own wish or by the direction of the Chief. During such trial period, the employee will receive the wage rate of the job which he is performing.

ARTICLE XIII - ASSIGNMENTS AND PROMOTIONS

SECTION A. There shall be a single classification within the bargaining unit: Sergeant, unless an additional position is added as set forth in the attached letter of understanding. The City, in the exercise of its management rights, shall have the right to assign work to Sergeants.

Future assignments or reassignments of detective duties to Sergeants shall not be done in an arbitrary or capricious manner. In addition, future assignments of such duties to Sergeants will be made to employees who are in the bargaining unit at the time the vacancy occurs.

When a Sergeant is initially assigned to perform detective duties, he shall serve a twenty-four (24) week trial period, during which time he may be returned to patrol duties either at his own wish or by direction of the Chief. During said trial period, the employee will continue to receive the base pay for Sergeants set forth in Appendix "A."

SECTION B. The employer may assign an employee to perform other than his regular duties within the Police Department. If the employee is assigned to perform duties which normally are performed by a member of the bargaining unit at a higher rate of pay than the employee's rate of pay, for one (1) week or longer, the employee shall receive such higher wage rate for as long as he performs such other work.

SECTION C. If an employee is assigned to perform the duties of a higher classification for thirty (30) days or more while the City is in the process of filling the higher classification, the employee shall receive the minimum rate for said classification while he performs such work.

SECTION D. Sergeants who have completed their probationary period in the bargaining unit, or who have previously served a total of at least two (2) years as a Corporal or Sergeant, shall have the right to apply whenever a vacancy in the Lieutenant position (or new position if one is established as set forth in the attached letter) is to be filled by the City. It is further agreed that Sergeants have the right to be eligible to apply whenever the City seeks to fill a vacancy in a Chief's position is to be filled by the City.

SECTION E. In filling the positions of Lieutenant (or new position is one is established as set forth in the attached letter) from among otherwise eligible employees, promotion will be based on written or oral scores and have the relative weights as follows:

- | | | |
|----|--------------|-----|
| 1. | Written Exam | 70% |
| 2. | Oral Exam | 30% |

In addition, employees who are certified as having passed the exam shall be able to earn an additional 10 merit bonus points based on merit according to the following formula:

1. Education

- | | | | |
|----|----------------------|----|--------------|
| a. | 30-59 Credit Hours | -- | 1/2 Point |
| b. | 60-120 Credit Hours | -- | 1 Point |
| c. | Associate Degree | -- | 1-1/2 Points |
| d. | B.A. or C. J. Degree | -- | 2 Points |

2. Prior Work Record

Possible 6 points to be decided by higher level Command Officers not competing in the exam and the Chief. Work record shall include quality and quantity of work, attendance, attitude (including the ability to work with others, public image, and willingness to accept responsibility) and knowledge and ability to perform the work.

3. Seniority

- | | | |
|--------------------------|----|-----------|
| 5-9 Years of Service | -- | 1/2 Point |
| Over 10 Years of Service | -- | 1 Point |

4. Military Service

- | | | |
|------------------|----|-----------|
| 1 Year | -- | 1/2 Point |
| 2 Years and Over | -- | 1 Point |

SECTION F. The oral interview shall consist of at least two (2) examiners with law enforcement background appointed by the City Manager and the Police and Fire Representative from civil service. The same oral interview format will be followed for all applicants for a specific opening.

SECTION G. In filling such promotional vacancies listed in Section E, the names of applicants eligible for promotion shall be those who meet the minimum requirements of the position as determined from eligible lists certified by an outside testing agency. When filling a Lieutenant position (or the new position, if one is established per the attached letter), the Chief of Police shall have the right to appoint any employee from that list who finishes in the top three, subject to approval of the City Administrator. When filling the position of Chief, the City Administrator shall have the right to appoint any employee from among the candidates interviewed for the job.

If an employee other than the one who finishes first is selected to fill the position of Lieutenant (or the new position, if one is established, per the attached letter), the City will provide a written

explanation stating a rational basis for the decision on the request of the other affected employee(s).

ARTICLE XIV - BULLETIN BOARDS

SECTION A. The City shall provide the union with a bulletin board in the squad room for posting notices set forth in Section B below, provided such notices are signed by the appropriate Union official. The Union will submit one (1) copy of said notice to the Police Chief.

SECTION B. Notices shall be restricted to the following types:

1. Notices of Union social and recreational events.
2. Notices of Union elections and results thereof.
3. Notices of Union meetings.
4. Notices of Union educational classes, conferences or conventions.

SECTION C. The bulletin board shall not be used for posting partisan political matters.

ARTICLE XV - SAFETY COMMITTEE

SECTION A. The employer, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide law enforcement assistance to the citizens of Adrian. Bearing this in mind, the Employer shall always consider the personal safety of the employees in establishing operational procedures. Likewise, employees shall observe all safety rules and regulations. The Union and the City shall cooperate in enforcing all such measures.

SECTION B. The employees shall use and make every effort to preserve the devices and equipment provided for their safety.

SECTION C. A Union member shall be designated by the Union as the Safety Representative to attend the City Safety Council meetings that are called by the City for the purpose of discussing safety and promulgating safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. Employees should report any unsafe practice or condition to their immediate supervisor. If the matter is not resolved, the employee may file a complaint with their safety council member and the matter will be referred to the Safety Council. If the matter is not resolved by the Safety Council within a reasonable time, there shall be recourse to the Grievance Procedure or other remedies provided by law.

SECTION D. An employee involved in an accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action by the City.

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

SECTION F. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for that whole shift.

ARTICLE XVI - LEAVES OF ABSENCE

SECTION A. The City may grant a personal leave of absence other than covered herein without pay to bargaining unit employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Police Chief or his designated representative and approved by the City Administrator, in writing, prior to the start of the leave. During the period of absence the employee shall not obtain other employment except with specific prior written permission from the employer, and failure to comply with this provision shall result in the complete loss of seniority rights and the termination of employment for the employee involved.

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

SECTION C. A seniority employee who is unable to perform his assigned duties because of personal illness or disability and has exhausted his sick leave, shall, at the written recommendation of a physician, be granted a health leave of absence, without pay for the duration of said illness or disability, up to six months. A written request for such leave must be submitted to the Police Chief prior to the start of such leave. The employee shall notify the City in writing of his intent to return to work accompanied by a written statement from his physician certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Seniority shall accumulate during such leave.

SECTION D. The City may grant time off not to exceed six (6) days to any one calendar year without pay to not more than one (1) employee at a time to attend a Union convention or training program or conference provided at least two (2) weeks written notice is given by the

Union specifying the exact length of time off and the reason for the leave. Time off pursuant to this Section shall not cause any disruption of the City's operations due to lack of available employees nor shall it create a condition which would necessitate overtime pay for an employee filling the vacant position created by such time off.

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

SECTION F. An employee taking a leave without pay shall have all fringe benefits frozen as of the start of the leave, provided, however, for an employee on illness or disability leave under Section C, the City shall continue paying its portion of the premium on the Employee's Group Health and Life Insurance Policies provided in this Agreement for one (1) month for each year of the employee's seniority up to a maximum of six (6) months. For an employee on a personal leave under Section A, he may have the Group Health and Life Insurances continued by paying the cost of said premiums to the City in advance.

SECTION G. The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the City.

SECTION H. If there is a death of a member of an immediate family of a regular full-time permanent employee with twelve (12) weeks or more of service, said employee shall, upon request, be granted a leave of absence with pay for up to three (3) work days occurring between the date of death, up to and including, the date of the funeral, and if requested by the City, present proof of death to be eligible for pay. For purposes of this Section, immediate family shall be defined as spouse, employee's or spouse's parents or step-parents, or grandparents, brothers, sisters, and children or step-children, brother-in-law I or sister-in-law, grandchildren or step-grandchildren.

SECTION I. Employees with twelve (12) weeks or more of service who are also serving in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular straight time pay with the City when they are on full-time active duty in the Reserve or National Guard providing proof of service and pay is submitted upon return. A maximum of ten (10) working days per year will be granted under this provision, except in the case of an emergency in which it may be extended for an additional week.

SECTION J. Family and Medical Leave Act. In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave is an FMLA leave if the leave is for one or more of the following:

1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;

2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a "serious health condition;" or
4. The employee is unable to perform the essential job functions because of a "serious health condition."

FMLA leaves are only available to employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses FMLA leave. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

When a leave is requested due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave (WH-380). The City will pay any deductible or co-pay costs for said second opinion.

During personal leaves that are FMLA qualifying leaves, medical, life, and dental insurance benefits will be continued on the same terms and conditions as prior to the leave.

An Employer may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or "other circumstances beyond the control of the employee." Certification from the health care provider may be required for this purpose.

An employee returning from an FMLA leave is to be restored to the position he left, or to an equivalent position.

An employee requesting an FMLA leave under types 1, 2, 3 or 4 above, must exhaust all his/her personal days and earned vacation prior to going on said leave. Seniority shall accumulate while on a Family and Medical Leave.

The City will continue to provide an employee's medical insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

ARTICLE XVII - SICK LEAVE

SECTION A. Each regular, full-time employee shall be eligible for ten (10) days of sick leave per year; unused sick leave may be accumulated up to ninety (90) days. The sick leave year is the calendar year. Sick leave shall accrue at the rate of 1/12 of the annual sick leave for each month of the previous calendar year that the employee was employed by the City, it being understood that employees on layoff or leave of absence do not accrue sick leave. Such leave shall accrue on January 1 of each year.

SECTION B. The purpose of sick leave is to insure an employee's income during the periods when the employee is unable to work due to illness or injury. Therefore, on termination of employment, all benefits under this Section are null and void and the employee will not be reimbursed for any accumulated sick leave except as otherwise specifically provided in this Article.

SECTION C. Notwithstanding the provisions of Article XXVI, Section B, the City shall have the right to request a doctor's certificate from any employee who appears to be abusing sick time, provided said employee has been placed on notice that future use of sick time must be accompanied by said doctor's statement. A doctor's statement shall continue to be required until the abuse is corrected.

SECTION D. During the first year of employment, regular, full-time employees may borrow from their current year's earned sick leave on recommendation of the Chief, with notice to the City Administrator. The first year is defined for this purpose to mean from the date of hire extending through the first full calendar year commencing the first working day in January following the employee's date of hire. It is understood when employees borrow earned sick leave, they shall have the amount borrowed deducted from the sick leave accrued on the following January 1st.

SECTION E. Any Sergeant who has accumulated his/her maximum sick leave days shall be paid for the additional days over and above the maximum accumulation at his current rate of pay. The computation of said sick leave days will be made on December 31st and paid in the last pay period of January.

SECTION F. At such time as an employee retires at age sixty (60) or is eligible for and applies for retirement benefits under M.E.R.S., the employee shall be entitled to be paid for unused accumulated sick leave at his current rate of pay. If the employee has not yet retired, but dies leaving a widow or beneficiary who is entitled to a survivor retirement allowance under the Municipal Employees Retirement System, the widow or beneficiary shall be entitled to receive the unused accumulated sick leave. Unused accumulated sick leave shall be paid, at the

employee's option, in one lump sum or in successive installments at the regular rate of pay of the employee at the time of retirement. For the purpose of computing the amount due, the employee or widow or beneficiary shall be paid for the number of pay periods or parts of pay periods equivalent to the number of days of accumulated unused sick leave spread over the normal work schedule for the employee involved.

SECTION G. Employees injured on any gainful employment outside of the City employment, shall not be eligible for sick leave for absences arising out of such injury; nor shall they receive any Workers' Compensation benefits or supplementation from the City.

ARTICLE XVIII - HOURS OF WORK

SECTION A. The normal work period for Sergeants shall consist of at least seven (7) days but not more than twenty-eight (28) consecutive days with twenty (20) work days in a twenty-eight (28) day period considered normal when using the twenty-eight (28) day period, provided this provision shall in no way be considered as a guarantee by the City of the amount of work in any period.

The normal work day shall consist of seven and one-half (7-1/2) hours, including break periods, plus a one-half (1/2) hour lunch period. However, the City may require Sergeants, including those assigned to patrol duties, to report fifteen (15) minutes prior to the start of their shift for roll call, briefing, training or other assignment.

During the lunch period, Sergeants will be completely relieved from duty, provided it is understood that the City reserves the right to schedule lunch periods and Sergeants must leave word where they may be reached before going off duty. Sergeants will receive fifteen (15) minutes paid time for the lunch period, which shall not be considered working time. If a Sergeant is called to duty during the lunch period, the remainder of the lunch period will be treated as time worked.

The normal shift for a Sergeant assigned to perform administrative duties will be Mondays through Fridays, 6:00 a.m. to 2:00 p.m. The normal shift for a Sergeant assigned to perform detective duties will be Mondays through Fridays, 8:00 a.m. to 4:00 p.m. Subject to the other provisions of this Agreement, it is understood that the scheduling of Sergeants to perform such administrative and detective duties shall be in the sole discretion of the City, without recourse to the grievance procedure.

SECTION B. Wage rates are shown in Appendix "A" attached to this Agreement.

SECTION C. Effective October 30, 1978, overtime pay shall be paid at one and one-half (1 1/2) times the employee's hourly rate of pay for all work performed in excess of 160 hours during the twenty-eight (28) day work period. If an employee would otherwise have been scheduled to work and does not work because of vacation, holiday, sick leave, or funeral leave,

and the employee is paid for said time, said time shall be included as time worked for purposes of computing overtime.

SECTION D. In lieu of overtime pay, employees may earn and be allowed compensatory time off, provided the compensatory time off can be granted and used within the twenty-eight (28) day work period it is earned. If it cannot be used within said period, it will be paid off in the following pay period at the rate of time and one-half (1-1/2).

SECTION E. The City reserves the right to schedule the hours of work and to change the times of shifts to meet the needs of the City. A Patrol Sergeant who for personal reasons desires to trade shift duties with another Patrol Sergeant may do so, with the approval of the Chief or his designee.

SECTION F. Employees who are called into work at times other than their regularly scheduled hours will receive a minimum of two (2) hours call-in pay at time and one-half (1 1/2) their regular straight time rate, provided it is understood that they may be required to work the entire two (2) hour period.

SECTION G. Work schedules will be posted five (5) working days prior to commencement of the first day of the schedule. The first shift will commence on Monday of each week at 6:00 a.m.

SECTION H. If there is a temporary vacancy in a Sergeant or Corporal position on a Patrol Sergeant's shift, the Sergeant assigned to that shift shall be notified and given the opportunity to exercise his length of service to work that shift.

SECTION I. There shall be no duplicating or pyramiding of overtime.

ARTICLE XIX - LONGEVITY PAY

SECTION A. For the life of this Agreement, in addition to an employee's base pay, longevity pay shall be computed and paid for by the City subject to the terms and conditions as set forth below:

1. Employees who have been continuously employed by the City for more than five (5) years and for less than ten (10) years shall be granted longevity pay in an amount of \$250.00.
2. Employees who have been continuously employed by the City for ten (10) years or more but less than fifteen (15) years shall be granted longevity pay in the amount of \$500.00.
3. Employees who have been continuously employed by the City for fifteen (15) years or more but less than twenty (20) years shall be granted longevity pay in the amount of \$750.00.

4. Employees who have been continuously employed by the City for twenty (20) years or more, shall be granted longevity pay in an amount of \$1,000.00.

Provided, however, eligible employees hired prior to July 1, 1987, shall continue to receive longevity based on the schedule set forth in Letter A, attached, capped at the base salary of \$29,083 and based on no more than one step higher than said eligible employee received in the 1986-87 fiscal year or the new schedule, whichever is higher. For example, an employee who received longevity in the 1986-87 fiscal year based on Level One (5-10 years) will be eligible to move to Level Two upon obtaining the 10 years required before being frozen.

An employee's length of service with the City for longevity pay purposes shall be computed and determined according to the number of years the employee has been continuously employed by the City as of November 1st of each calendar year.

SECTION B. Longevity pay, as provided herein, shall be computed on the basis of the annual salary in effect at the close of the first regular pay period in November of each year and shall be paid in one lump sum in the second regular pay period of November of each year.

SECTION C. Eligible employees who retire will have their longevity pro-rated.

ARTICLE XX - VACATIONS

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

SECTION B. The vacation year shall be the calendar year. An employee shall accrue his vacation on January 1st of each year based on the time worked in the previous calendar year. Vacation shall be accrued based on 1/12 of the employee's annual amount of vacation for each month that the employee worked for the City. In order to constitute a month of work, the employee must work at least five (5) days in the month; and it is understood that employees on layoff or leave of absence do not accrue vacation.

SECTION C. All vacations shall be scheduled by the Police Chief with consideration for the desires of the employees concerned, consistent with the efficient operations of the Department and the availability of relief personnel, and the present departmental plan for selecting vacations.

SECTION D. Vacation leave with pay may not be taken until earned.

SECTION E. An eligible employee will be credited with vacation leave with pay according to their seniority on January 1st of each year in accordance with the following schedule:

1. Eligible employees with less than eight (8) years of seniority shall be eligible for a maximum of ten (10) work days vacation with pay per year.

2. Eligible employees having eight (8) years of seniority but less than ten (10) years shall be eligible for a maximum of twelve (12) work days vacation with pay per year.
3. Eligible employees having ten (10) years of seniority but less than fifteen (15) years shall be eligible for a maximum of fifteen (15) work days vacation with pay per year.
4. Eligible employees having fifteen (15) years of seniority but less than twenty (20) years shall be eligible for a maximum of seventeen (17) work days vacation with pay per year.
5. Eligible employees having twenty (20) years of seniority or more shall be eligible for a maximum of twenty (20) work days of vacation with pay per year.

SECTION F. Vacation leave with pay shall be paid at the employee's regular base salary in effect at the time the leave is taken. Vacation payment will be made on the last payday prior to the commencement of the vacation period provided one (1) week's written notice has been given of the vacation, if requested by the employee.

SECTION G. Paid holidays as provided in Article XXIII falling within a scheduled vacation period will not be charged against the earned vacation time.

SECTION H. A vacation may not be waived by an employee and extra pay received for work during that period, provided, however, vacation may be accumulated up to twenty-five (25) working days or twice the annual allowance, whichever is greater for the employee concerned. All vacation shall be approved by the Chief or his designee, following a request by an employee to take his vacation at a specific time consistent with efficient department operations. The granting of more than two consecutive weeks vacation is subject to approval by the City Administrator.

SECTION I. Employees leaving the employment of the City are entitled to receive reimbursement for any earned but unused vacation, except if the following applies:

1. If the Employee fails to give at least (10) calendar days notice in advance of voluntarily terminating employment.
2. If the employee is discharged and not reinstated.

ARTICLE XXI - WORKERS' COMPENSATION

Employees injured in the course of their employment with the City that are compensable under the Workers' Compensation Law will be permitted to receive full pay for the first six (6) weeks following the day of injury without loss of accumulated sick leave, said full pay to consist of the City reimbursing the employee the difference between what the employee receives from workers' compensation and his/her normal pay. After the first six (6) weeks have passed, employees desiring full pay will surrender an amount of their accrued sick leave time equal to the difference

between the Workers' Compensation check and the amount of their normal pay. Employees who use up their entire accumulation of sick leave pay may draw upon their accumulated vacation time. on expiration of all leave time, employees will continue to retain their compensation checks and will be carried as on leave without pay. The City will continue to pay its share of the employee's Group Health and Life Insurance premiums for up to six (6) months while the employee is on a Workers' Compensation disability leave.

ARTICLE XXII - PENSIONS

SECTION A. For the life of this Agreement, retirement benefits shall be provided in accordance with the provisions of the Michigan Municipal Employees Retirement System Plan B-4 with the E-2, F-55 with 25 years of service and FAC of 3 riders. No matter involving pensions shall be subject to the Grievance Procedure or Arbitration. Employees shall pay the full cost of the FAC benefit (i.e., 2.3% of gross pay). Matters concerning misunderstandings of the Retirement System Plan, including the E-2 or F-55 with 25 years Riders, may be a subject for a special conference.

SECTION B. Employees shall terminate their employment with the City by virtue of mandatory retirement at age seventy (70). Retirement shall be effective not later than the first day of the month following the month in which the employee attained the age seventy (70). It is agreed, however, that if mandatory retirement at age sixty (60), or an age between sixty (60) and seventy (70) becomes lawful, this Agreement shall be amended to provide for said lesser age.

SECTION C. The parties shall share the cost of an actuarial study to determine the cost of adding the 50% surviving spouse benefit (RS-50). Within 30 days following receipt of the study, the bargaining unit shall vote on whether to add this benefit, provided employees in the bargaining unit shall pay the full cost of such benefit. If the majority vote to include the RS-50 rider, said rider shall become effective July 1, 1996.

ARTICLE XXIII - HOLIDAY PAY

SECTION A. Regular, full-time employees shall, during the term of this Agreement, be paid eight (8) hours pay at their regular straight base rate of pay, exclusive of any premium, or receive compensatory time off for the following holidays as determined by the City:

<u>Regular</u>	<u>Special</u>
New Year's Day	Floating Day
President's Day	Floating Day
1/2 Day Good Friday (non-uniformed)	Floating Day
Easter Sunday (uniformed)	Floating Day (uniformed)
Memorial Day	Administrative Leave Day
Independence Day	(effective 1/1/85)

Labor Day
Thanksgiving Day
Christmas Eve (non-uniformed)
Christmas Day
1/2 Day New Year's Eve (non-uniformed)

Administrative Leave Day
(effective 1/1/85)

providing they meet all of the following eligibility rules:

1. The employee works all scheduled hours the normally scheduled work day before and after the holiday, unless the employee was on an approved vacation or funeral leave or went on sick leave (verified by a doctor's excuse) the week of the holiday or the workday after the holiday unless otherwise excused.
2. The holiday shall commence at the beginning of the third shift on the eve of the holiday and end at the conclusion of the second shift on the holiday.

SECTION B. The above enumerated holidays shall be observed on the calendar date on which they fall.

SECTION C. An employee who is scheduled to work on a holiday and does not work said day shall receive no holiday pay for such day.

SECTION D. If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and the employee shall receive full vacation in addition to holiday pay unless otherwise provided at the time the vacation is scheduled.

SECTION E. Employees who work on any of the above enumerated regular holidays will receive either in addition to holiday pay, time and one-half (1-1/2) their straight time rate for the hours worked on said holiday, or they may elect compensatory time off for time worked on any of the above regular holidays subject to Article XVIII, Section D.

SECTION F. Special holidays will be granted on a calendar year basis. Employees with less than one (1) year of seniority on January 1st of any year will receive a prorated share of the special holidays based on each month of service in the previous year. Employees recalled from layoff or returning from a leave of absence after the start of a calendar year shall have the number of special holidays for the year prorated based on a 1/12 reduction for each month or portion thereof of absence in the calendar year.

SECTION G. Special holidays must be scheduled at least two weeks in advance unless otherwise agreed by the Chief or his designee, provided, special holidays may be taken in one (1) hour increments without regard to the two (2) week notice subject to the approval of the Chief or his designee. Said special holidays must be used each year or they will be forfeited.

ARTICLE XXIV - SCOPE OF AGREEMENT

SECTION A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXV - SEPARABILITY AND SAVING CLAUSE

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

ARTICLE XXVI - GENERAL

SECTION A. The City may require that employees submit to physical and mental tests and examinations by a City-appointed physician when such tests and examinations are necessary in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

SECTION B. The City may require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time of three (3) consecutive work days or more.

SECTION C. No employee may maintain or engage in any outside business, financial, or employment activity which conflicts with the interests of the City or which interferes with the employee's ability to discharge City duties fully. Such conflict of interest shall be grounds for discipline, up to and, including, discharge.

SECTION D. All employees will be required to live within twelve (12) miles of the Adrian City limit inside and within the County, provided after twenty-five (25) years of continuous service with the City such employee will be required to live within twenty (20) miles of the Adrian City limit and within the County.

SECTION E. While it is understood that the City has the right to consolidate or eliminate jobs or positions, to contract out work, to transfer work outside the bargaining unit and to have non-bargaining unit personnel perform bargaining unit work, it is agreed that the City shall not act in these regards in an arbitrary or capricious manner.

SECTION F. Employees who are transferred to a job outside the bargaining unit after the signing of this Agreement shall continue to accrue seniority. Employees transferred to a job outside the bargaining unit prior to the signing of this Agreement, shall retain their seniority. If said employees are later transferred back to the bargaining unit, they may exercise their accumulated seniority credits. This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

SECTION G. In the event a seniority employee has his glasses broken in the line of duty while working for the City, and it is determined by the City that the employee was not negligent or otherwise careless, the City shall replace the broken glasses.

SECTION H. The City shall have the right to implement a Drug/Alcohol Program in accordance with the applicable Letter of Understanding.

ARTICLE XXVII - PAST PRACTICES

SECTION A. Recognizing that the contract constitutes the entire agreement as provided in Article XXIV, Section B, the parties agree through the life of this Agreement to continue the following practices:

1. The City will continue to provide uniforms for employees. In extreme conditions as determined by the Chief, the City will clean the employee's uniform. The City shall also continue to provide a yearly clothing allowance for non-uniformed officers, but future purchases must conform to Departmental regulations and advance approval may be required. It is understood that any changes in the Department's uniform policies will be prospective only.
2. The City will continue to furnish ammunition for practice and duty subject to budgetary limitations.
3. The City will continue to pay employees no less frequently than bi-weekly.
4. The City shall continue to allow payroll deductions on savings bonds, United Fund and a credit union on the terms and conditions established from time to time by the City.

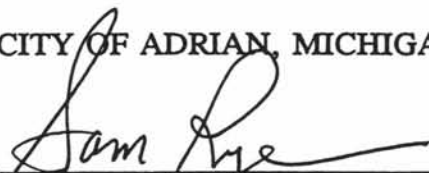
ARTICLE XXVIII - DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of January 16, 1996. This Agreement shall continue and remain in full force and effect to and including June 30, 1996, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to June 30, 1999, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

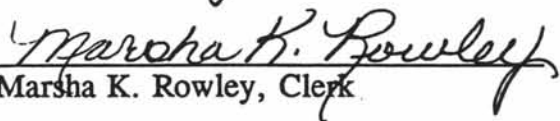
Notwithstanding the above, this Agreement shall be automatically reopened on July 1, 1997, for the sole purpose of negotiating wages for the remaining two years of the Agreement.

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

CITY OF ADRIAN, MICHIGAN



Sam Rye, Mayor

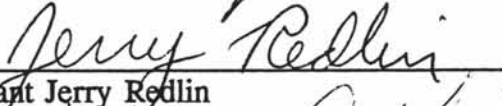


Marsha K. Rowley, Clerk

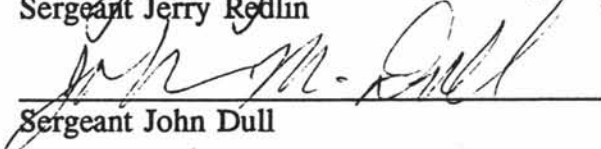
POLICE OFFICERS LABOR COUNCIL



Homer LaFrinere - POLIC



Sergeant Jerry Redlin



Sergeant John Dull



Sergeant Lou Aldrich

APPENDIX "A" - WAGES

SECTION A. Annual Base Pay for Sergeants.

Effective July 1, 1996

Start	\$35,848
12-Months	\$37,550

SECTION B. The time period shown above for advancement from one step to the next shall be extended to compensate for absences from work in excess of ten (10) work days in any period. Absences from work because of vacations, holidays, and funeral leave shall not be counted for this purpose.

SECTION C. In addition to the base pay, an education premium for college credits shall be paid to employees per annum as follows:

15 to 30 Credit Hours	\$ 75.00
Over 30 to 60 Credit Hours	\$150.00
Over 60 to 90 Credit Hours	\$225.00
Over 90 to 120 Credit Hours	\$300.00
Associate Degree	\$450.00
Police Administration Degree	\$600.00

Payment of the education premium shall be made the last pay period of September of each year based on credits of record of August 30th of that year. To qualify for payment of the education premium, fifty (50%) percent of the employee's college credit hours must be approved by the Police Chief and the Personnel Director as being directly related to his job or his potential job with the Department. This provision shall not apply to employees hired after July 1, 1981.

SECTION D. The City will reimburse regular full-time seniority employees one-half (1/2) the cost of tuition and books if the employees have their courses approved by the City prior to the beginning of the course and if said employees produce evidence of their successful completion of the course.

The aforementioned reimbursement will be in the form of a loan to the employees. The loan will be excused at the rate of twenty (20%) percent a year. If the employee terminates his employment with the City before working five (5) years from the date of the loan, the amount outstanding will become immediately due payable.

In addition, employees will not be eligible for the tuition books reimbursement if they are receiving reimbursement from other governmental source.

APPENDIX "B" - INSURANCE

SECTION A. For the duration of this Agreement, the City agrees to pay the premiums to provide Blue Cross/Blue Shield PPO with a \$5 generic drug, for all regular, full-time employees not otherwise covered by another medical hospitalization plan paid by the City or another employer at the time provided below. In order to avoid duplicate coverage, employees will sign a disclaimer on the form provided before any premiums are paid by the City. The City shall only pay fifty percent (50%) of the cost of the dependent care rider. Employees taking health insurance shall pay ten dollars (\$10.00) per month toward the cost of their health insurance.

SECTION B.

1. Effective July 1, 1996, regular, full-time employees shall, at the beginning of the month following completion of their probationary period, be entitled to accrue a payment of \$100 per monthly billing period for any billing period during which hospitalization insurance was not provided for the employee by the City under the conditions herein set forth.
 - a) Said payment shall be made as an adjustment to a regular paycheck and only those employees who are entitled to a regular paycheck the first pay period in December shall be entitled to the payment in lieu of insurance.
 - b) Said payment shall be for the twelve (12) calendar year billing periods (prorated in the first year).

2. In the event an employee is eligible for the City health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in one of the City paid plans and said coverage shall become effective at the beginning of the next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance form within thirty (30) days from loss of coverage.)

SECTION C. For the duration of this Agreement, the City agrees to pay the premiums to provide group life insurance in the amount of \$20,000 with double indemnity for all regular, full-time employees at the time provided below.

SECTION D. For the life of this Agreement, the City will pay the premiums to provide a dental plan for regular, full-time employees who enroll in the program. The dental plan will cover typical restorative, endodontic, periodontic, and oral surgery services at a 75% co-pay rate and prosthodontic services (bridges, partials and dentures) at a 50% co-pay basis with an annual dollar limit of \$600 per person as outlined in the agreement with the carrier.

SECTION E. An eligible full-time employee shall become insured following the completion of twelve (12) weeks of employment, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION F. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated, (including quit, retirement, etc.,) or the end of the month if the employee is laid off or going on leave of absence, except as otherwise provided under FMLA, and except in the case of an employee going on leave of absence, under Workers' Compensation, said insurance coverage shall be continued for up to six (6) months.

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

SECTION H. For the life of this Agreement, employees retiring from the City and drawing a pension under Article XXII, Section A, above shall be allowed to continue to participate in the City's group health insurance provided the employee pays the full cost of said insurance on a monthly basis at the time and in the manner specified by the City. Said coverage may be continued until the employee reaches age 65 or becomes eligible for Medicare, whichever comes sooner.

Employees reaching age 65 and drawing a pension under Section A above, shall be allowed to participate in the City Retirees Group Health Insurance Plan available to past employees covered by a plan offered by the Michigan Municipal Employees Retirement System and to Employees who have retired since January 1, 1981 provided, the retired employee pays the cost of said insurance on a monthly basis at the time and in the manner specified by the City.

APPENDIX "C" - UNIFORM/CLOTHING ALLOWANCE

A uniform allowance for each uniformed officer of \$300 may be allowed at the beginning of each contract year during the life of this agreement.

A clothing allowance for each non-uniformed officer of \$300 may be allowed at the beginning of each contract year during the life of this agreement.

No carryover of uniform allowances will be permitted after June 30, 1999.

APPENDIX "D" - TRAVEL TIME

While it is recognized that the City has the right to require attendance of employees at training sessions, it is agreed that if attendance is required during off-duty hours, the employees will receive compensatory time off for such time spent in the training session.

In the event an employee is required to travel from the City of Adrian for such training, travel time will be compensated according to the following schedule:

Distance From Adrian to Training Location	Paid Travel Time
0 - 30 Miles	0
31 - 60 Miles	1 Hour Pay
61 - 90 Miles	2 Hours Pay
91 - 120 Miles	3 Hours Pay
Over 120 Miles	City to pay for lodging (with no travel time pay)

Employees will be granted compensatory time off in lieu of paid travel time, which may be used within the 28 day work period in which it is earned. If it is not used within said period, it will be paid off in the following pay period at a rate of time and one-half (1-1/2) if the employee has worked at least 160 hours during the pay period, or at straight time if the employee has worked less than 160 hours during the pay period. This understanding will be interpreted consistent with Article XVIII, Sections C and D.

LETTER OF UNDERSTANDING

(Retyped 3/5/96)

Dear Mr. LaFrinere:

The following shall serve to confirm our understanding relative to the longevity schedule for current bargaining unit employees.

The longevity schedule for those employees in the bargaining unit on the date of ratification and bargaining unit employees hired prior to July 1, 1987, shall be as follows:

1. Employees who have been continuously employed by the City for more than five (5) years and for less than ten (10) years shall be granted longevity pay in an amount of two and one-half (2-1/2) percent of base salary, up to the maximum base salary of \$29,083.
2. Employees who have been continuously employed by the City for ten (10) years or more but less than fifteen (15) years shall be granted longevity pay in the amount of five (5) percent of base salary, up to a maximum base salary of \$29,083.
3. Employees who have been continuously employed by the City for fifteen (15) years or more, but less than twenty (20) years shall be granted longevity pay in the amount of seven and one-half (7-1/2) percent of base salary, up to a maximum base salary of \$29,083.
4. Employees who have been continuously employed by the City for twenty (20) years or more, shall be granted longevity pay in an amount of ten (10) percent of base salary, up to a maximum of \$29,083.

Very truly yours,



Alden F. Smith
City Manager

LETTER OF UNDERSTANDING
(Retyped and Updated 3/5/96)

Dear Mr. LaFrinere:

If a Patrol Sergeant calls in sick, the City shall first offer the opportunity to work to the other two Patrol Sergeants in order of seniority.

Likewise, if a Sergeant is not scheduled and the Corporal who is scheduled to be Acting Sergeant calls in sick, and there are no other Corporals assigned to work that shift (or if there is a second Corporal, and the second Corporal also calls in sick), the City shall first offer the opportunity to work to the Patrol Sergeant whose shift is being filled, then to the Corporal whose shift is being filled, and then to the other Corporals, in order of seniority.

Very truly yours,



Alden F. Smith
City Manager


LETTER OF UNDERSTANDING

(Retyped 3/5/96)

Dear Mr. LaFrinere:

The following shall serve to confirm the agreement that the Police Officers Labor Council will not oppose a ballot proposal seeking to eliminate Act 78.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alden F. Smith".

Alden F. Smith
City Manager

LETTER OF UNDERSTANDING

(Retyped 3/5/96)

DRUG/ALCOHOL REHABILITATION PROGRAM

The City shall meet with the Union to review the details of a Drug/Alcohol Rehabilitation Program. The Program will incorporate the following features:

1. The City's right to continue to test for drugs and/or alcohol a) as part of any physical exam for new hires; and b) following serious or potentially serious accident or injury, where property was damaged or a person was injured; and (c) change of assignment from narcotics to vice squad where he/she has been exposed to drugs.

2. All other testing to be based on a reasonable belief that the employee is under the influence of alcohol or drugs during working hours. The basis for the reasonable belief will be discussed with the employee and an available committeeman before a test is required.

3. The Union shall have the right to grieve whether or not the City's belief was in fact "reasonable" under the circumstances.

4. Failure to consent to a requested test will result in a conclusive presumption that the employee was under the influence of alcohol/drugs, provided in the event there is dispute as to whether the City had a reasonable believe that the employee was under the influence of alcohol or drugs during working hours, this matter shall be subject to the Grievance Procedure and it is agreed that the results of any drug/alcohol test shall remain confidential until the grievance is processed through the Grievance Procedure and/or Arbitration. In the event the grievance is upheld, the tests results shall be destroyed.

5. Grounds for Immediate Discharge. Employees will be subject to immediate discharge for the first offense in any of the following circumstances.

- a. Refusal to take an authorized urine and/or blood (breath test), including refusal to execute any required consent forms and/or refusal to cooperate regarding collection of samples.
- b. Drinking alcohol beverages or using drugs during working hours, or during breaks, between shifts, or at lunch if the employee is scheduled or may be assigned to work thereafter on the same workday.
- c. Working or reporting for work when ability to perform is impaired by drugs. A positive drug test, when confirmed by evidence of impairment during working hours, shall conclusively establish impairment.

- d. Possession, concealment, unlawful manufacture, distribution, dispensation or sale of alcoholic beverage or prohibited drugs while on duty or on the City's premises.
- e. Conviction of any criminal drug statute.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

- 6. A proper chain of custody will be assured.
- 7. Guidelines to assure confidentiality.
- 8. Provisions for second opinion testing.

Apart from the above, a confidential, voluntary Drug/Alcohol Employee Assistance Program shall be available to all seniority employees immediately. This shall be separate and apart from any other provisions of this Letter. There shall be no reprisals against anyone who wishes to avail himself or herself of the Program.

Both parties hereby agree to extend the terms of the Drug/Alcohol Rehabilitation Program Letter of Understanding until February 1, 1997.

LETTER OF UNDERSTANDING

Dear Mr. LaFrinere:

In the event Act 78 is eliminated, all references in the contract to Act 78 shall be deleted.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Alden F. Smith".

Alden F. Smith
City Manager

LETTER OF UNDERSTANDING

Dear Mr. LaFrinere:

In the event the City eliminates the position of Lieutenant or the Lieutenant's position is placed in the Sergeants' bargaining unit, the following shall apply:

- A. The City agrees to create a position within the Sergeants bargaining unit at a level or rank above Sergeant. The title of such position shall be designated by the City. Said position shall be added to Article I, Section A.
- B. The rate of pay for such position shall be:

Start +\$1,000 over 12-month Sergeant rate
12 Months +\$3,500 over 12-month Sergeant rate
- C. Said position title shall be added to Article XIII, Section A, and a period shall be placed after the word "Sergeant" in Line 4, deleting the balance of the paragraph.
- D. Article XIII, Section D and Section G shall be amended to replace the word "Lieutenant" with the title of the newly-created position. Said newly-created position title shall also replace the phrase "Lieutenant or Chief" in Sections E and G.
- E. The last sentence of Article XIII, Section D, shall then be clarified to read:

"It is further agreed that all members of the bargaining unit, together with outside applicants, may apply whenever the City seeks to fill a vacancy in the position of Chief of Police."
- F. The last sentence of Article XIII, Section G, shall also be clarified to read:

"When filling a position of Chief, the City Administrator shall have the right to appoint any person from among the candidates who are interviewed for the job."

Very truly yours,


Alden F. Smith
City Manager

CONTRACT ADDENDUM

The following is hereby agreed to by and between the bargaining teams for the CITY OF ADRIAN (hereinafter "the City") and the ADRIAN POLICE OFFICERS LABOR COUNCIL (hereinafter "POLC") as an addendum to the January 16, 1996 agreement between the City and POLC (hereinafter the "Labor Agreement").

1. Amend Article XXII, Section A, by adding the following (and delete Section C):

"Section C. Effective July 1, 1997, the RS-50 rider will be added and the employee's total contribution to the Pension Plan shall be increased to ten percent (10%)."

Also, add the phrase "and the RS-50" after the word "Riders" in the last sentence.

2. Amend Article XXVI, Section D, to read as follows:

"Section D. All employees are required to live within Lenawee County."

3. Add the following to Appendix "A", Wages, Section A:

	<u>Effective July 1, 1997</u>	<u>Effective July 1, 1998</u>
Start	\$36,923	\$38,031
12 Months	\$38,677	\$39,837

4. Amend Appendix "B", Insurance - Effective May 1, 1996, the prescription drug shall be charged to up to an \$8 preferred prescription drug. Also, add the following to the last sentence:

"Effective April 1, 1997, the employee contribution shall be increased from Ten Dollars (\$10.00) per month to Fifteen Dollars (\$15.00) per month. Effective January 1, 1998, said amount shall be increased to Twenty Dollars (\$20.00) per month. Effective January 1, 1999, said amount shall be increased to Twenty-Five Dollars (\$25.00) per month."

5. Amend Appendix "C" as follows - Effective July 1, 1997, said clothing allowances shall be increased to \$380 and add language that if an employee retires for other than disability, the employee must reimburse the City for that year's clothing allowance on a pro-rated basis. The provision shall read:

"If an employee retires (other than a disability retirement), the employee shall reimburse the City in the event the employee has

utilized more than his/her pro-rata share of his/her uniform allowance in the year the employee retired. For purposes of this provider, an employee will be entitled to the yearly allowance for each quarter he/she works one or more days (e.g., if an employee spends \$380 on uniforms in July and retires on December 1st, the employee must reimburse the City for two quarters worth of the allowance, i.e., 50%). A payroll deduction is hereby authorized."

6. All other provisions in the 1996-99 Labor Agreement shall remain unchanged. It is understood the wage reopener has, by mutual agreement, been expanded to include the subjects set forth in Paragraphs 1-5 above, and said reopener has been fulfilled.

Dated this 28th day of February, 1997.

FOR THE CITY:

Samuel R. Rue
Marsha K. Bowley

FOR THE UNION:

[Signature]
[Signature]

