

4236

7/1/99

10/5/98  
Draft Date

AGREEMENT

between

**THE CITY OF ALMA**

-and-

**THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

**REPRESENTING THE SERGEANTS IN  
THE ALMA POLICE DEPARTMENT**

October 13, 1998 to June 30, 1999

*Alma, City of*

## INDEX

<u>Title</u>	<u>Section</u>	<u>Page</u>
Agency Shop	2.1	
Arbitrator's Powers	7.4	
Benefit on Termination	12.4	
Bereavement Leave	10.6	
Bulletin Boards	15.4	
Call-In or Hold-Over Time	9.7	
Captions	15.5	
Changeover	9.15	
Collective Bargaining Unit	1.1	
Communications	3.2	
Compensatory Time	9.10	
Counseling Memorandum	6.2	
Court Time Scheduling and Time Off	9.12	
Definition of Grievance	7.1	
Definitions	1.2	
Discharge	6.1	
<u>DISCHARGE AND DISCIPLINE</u>		
Drug Use and Testing	15.12	
Dues and Fees Deductions	2.2	
<u>DURATION</u>		

<u>Title</u>	<u>Section</u>	<u>Page</u>
Extended Medical Leave	10.4	
False Arrest Insurance	14.4	
Family and Medical Leave Act	10.7	
Grievance Forms	7.7	
<u>GRIEVANCE PROCEDURE</u>		
Grievance Procedure	7.2	
Group Grievance	7.9	
Group Insurance	14.1	
Holiday Eligibility	11.2	
<u>HOLIDAYS</u>		
<u>HOURS OF WORK</u>		
Indefinite Layoff	8.5	
Indemnification	2.3	
<u>INSURANCE</u>		
Insurance Carriers	14.5	
Insurance Continuation	14.7	
<u>LEAVES OF ABSENCE</u>		
Loss of Seniority	8.4	
Lost Time	3.5	
Management Rights	4.1	
Meals and Breaks	9.13	

<u>Title</u>	<u>Section</u>	<u>Page</u>
Medical Examination	15.3	
<u>MISCELLANEOUS</u>		
<u>NO STRIKE - NO LOCKOUT</u>		
Notification	3.4	
Overtime	9.4	
Overtime Premium	9.5	
Paid Sick Leave	10.3	
Pay for Call-In Time	9.8	
Pay Period	9.3	
Payment of Premiums	14.6	
Personal Business Hours	10.5	
Personal Leave	10.2	
<u>PENSION</u>		
Policy and Procedures	15.7	
Probationary Period	8.2	
Prohibited Conduct	5.1	
Promotion from Sergeant to Lieutenant	8.9	
Recall	8.6	
<u>RECOGNITION</u>		
Recognized Holidays	11.1	
Reporting	3.3	

<u>Title</u>	<u>Section</u>	<u>Page</u>
Residency	15.6	
Retiree Group Insurance	14.2	
Retirement Plan, Certified Law Enforcement Personnel	13.1	
<b><u>RIGHTS OF THE CITY</u></b>		
Safety Glasses	15.9	
Selection of Arbitrator	7.3	
<b><u>SENIORITY</u></b>		
Seniority Accumulation	10.1	
Seniority Definition	8.1	
Seniority List	8.3	
Separability	15.11	
Shift Preference and Team Assignments	9.11	
Special Assignment	8.8	
Special Bank Day	9.6	
Special Conferences	7.8	
Substitutions (Shift Trading)	9.14	
Term Life Insurance	14.3	
Termination	16.1	
Time Computation	7.6	
Time Limitation	7.5	
Training Time	9.9	

<u>Title</u>	<u>Section</u>	<u>Page</u>
Transfer from the Bargaining Unit	8.7	
Uniform Shoes	15.13	
Uniforms and Equipment	15.2	
<u>UNION REPRESENTATION</u>		
Union Representation	3.1	
<u>UNION SECURITY</u>		
Vacation Benefits	12.1	
Vacation Pay	12.2	
Vacation Scheduling	12.3	
<u>VACATIONS</u>		
Vests, Protective	15.10	
Voluntary Separation	15.8	
Wages	15.1	
Waiver Clause	15.14	
Work Schedules	9.2	
Workweek	9.1	

## AGREEMENT

AN AGREEMENT is entered into this 13<sup>th</sup> day of October, 1998, effective this date, by and between the CITY OF ALMA, Michigan, hereinafter referred to as the "City," and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union," representing the Sergeants in the City's Police Department.

## RECOGNITION

Section 1.1 Collective Bargaining Unit. The City voluntarily recognizes the Union as the exclusive representative for all employees in the following unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The Union agrees that the employees in the following unit shall be excluded from the bargaining unit created by a certification issued in Case No. R80 K-410 by the Michigan Employment Relations Commission on February 17, 1981.

All regular full-time Sergeants employed in the Police Department for the City of Alma. EXCLUDING all patrol officers, all Lieutenants, all Captains, the Chief of Police, all supervisory employees, all confidential employees, all employees hired under and funded by federal or state grants, all clerical employees, all part-time employees, and all other employees.

### Section 1.2 Definitions.

(a) Full-Time Employee is an employee of the City working in the Police Department in a classification included in the bargaining unit and whose schedule of work is on a regular basis and usually consists of at least forty (40) hours per week.

(b) Part-Time Employee is an employee of the City working in the Police Department and whose schedule of work is less than that of a full-time employee.

(c) A Federal or State Funded Employee is an employee hired pursuant to any temporary program where funds are obtained from Federal or State government sources and specifically allocated for employment purposes.

## UNION SECURITY

Section 2.1 Agency Shop. All employees in a bargaining unit who are subject to this Agreement, shall, as a condition of continued employment, maintain their membership within a recognized bargaining unit for the duration of this Agreement and pay dues uniformly established for membership, or in lieu thereof, pay a representation fee to the Union. Such representation fee shall not exceed the amount of membership dues. Probationary employees shall be required to pay an amount not to exceed fifty percent (50%) of the representation fee commencing thirty-one (31) days following their date of employment.

**Section 2.2 Dues and Fees Deductions.** The City agrees to deduct from the pay of each employee the amount of Union dues or representation fees required under this Agreement, provided the City first receives written authorization from such employee for such payroll deduction. The City will only make such deduction if the employee has enough pay to cover such obligation.

**Section 2.3 Indemnification.** The City will not be responsible for a refund to an employee if a duplicate deduction has been made. The Union agrees to defend, indemnify and save the City harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees.

## **UNION REPRESENTATION**

**Section 3.1 Union Representation.** The City agrees to recognize a collective bargaining committee composed of two (2) employees who are members of the Executive Board of the unit. The function of the committee shall be to meet with representatives of the City for purposes of collective bargaining or special conferences convened in accordance with this Agreement. One member of the committee shall also be designated as steward and one member designated as alternate steward. The duty of the steward, and the alternate in the absence of the steward, shall be to assist in the administration of this Agreement in accordance with the grievance procedure established herein.

**Section 3.2 Communications.** Official communications to the Union shall be addressed to the designated steward.

**Section 3.3 Reporting.** When it is necessary for a recognized Union representative to leave assigned work to process a grievance in accordance with the grievance procedure or for negotiations or meetings with City representatives, such representatives shall, in advance, request permission from the designated command officer, and shall notify the command officer when leaving and immediately upon return to duty. Recognized Union representatives shall be released from duty upon request as soon as the command officer has obtained a substitute, if required. The Union recognizes and agrees that its representatives shall function in a manner that will not unreasonably interfere with the efficient operation of the City's Police Department.

**Section 3.4 Notification.** The Union agrees to give the City written notice of the names of its representatives in accordance with the Agreement before such representatives shall be recognized by the City.

**Section 3.5 Lost Time.** The City agrees to compensate recognized Union representatives for all reasonable time lost from the employee's regular schedule of work while processing a grievance in accordance with the grievance procedure or while attending a special conference with City representatives. The City reserves the right to revoke this benefit in whole or in part if it is abused.



## RIGHTS OF THE CITY

### Section 4.1 Management Rights.

(a) The City retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the City, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations; to continue and maintain its operations as in the past; to study and use improved methods and equipment and outside assistance, whether in or out of the City's facilities and in all respects to carry out the ordinary and customary functions of administration of the City. The Union hereby agrees that the City retains all rights established by law, and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.

(b) The City shall have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violations of such rules; to make judgments as to ability and skill; to establish and change work schedules, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein.

## NO STRIKE - NO LOCKOUT

### Section 5.1 Prohibited Conduct.

(a) The Union acknowledges that the employees covered by this Agreement are sworn to uphold the law and, because of prohibition of strikes in Act 336, State of Michigan Public Acts of 1946, as amended, and its commitments hereunder, the Union agrees that neither it nor its members will for any reason, directly or indirectly, call, sanction or engage in any strike, walkout, slowdown, stay away, limitations of service, boycott of a primary or secondary nature, picketing or any other activities that may disturb, restrict or interfere with the services provided by the City and its peaceful operations. The City agrees that during the term of this Agreement, it will not lock out any employee covered by this Agreement.

(b) Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged in the sole discretion of the City. It is understood and agreed that the question as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

## DISCHARGE AND DISCIPLINE

### Section 6.1 Discharge.

(a) The City agrees that all disciplinary discharges shall be for just cause. Minor offenses shall be treated with progressive discipline so that an employee will have the opportunity to correct the employee's conduct. However, the Union acknowledges that law enforcement officers have a public duty to conduct themselves in a manner that will not bring discredit upon the Police Department or the City, and as such any discipline issued should have this principle in mind.

(b) Should the discharged or suspended employee consider the discharge or suspension to be improper, a written grievance may be presented to the Chief of Police within three (3) regularly scheduled working days of the discharge or suspension, and such grievance shall be processed in accordance with the grievance procedure.

(c) Some employees may be entitled to a hearing under the Veteran's Preference Act (MSA 4.1222; MCL 35.402) before they may be removed or suspended or, without their consent, transferred. In the event that an employee demands a hearing under the Veteran's Preference Act, the employee shall immediately and automatically forfeit any right the employee might otherwise have had to file a grievance pursuant to the grievance procedure described in this Agreement.

(d) In imposing disciplinary action, the City agrees not to consider any infraction which is more than two (2) years old in issuing new discipline, providing that the employee maintains a record clear of infractions during the two (2) year period. When requested by the employee, the City shall remove all records of discipline, not involving suspension, after five (5) years.

Section 6.2 Counseling Memoranda. An employee shall receive a copy of any counseling memorandum placed in the employee's personnel file. The employee shall have the opportunity to prepare a written rebuttal to that counseling memorandum, which rebuttal shall also be placed in the employee's personnel file. The employee may not grieve a counseling memorandum.

## GRIEVANCE PROCEDURE

Section 7.1 Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this written Agreement.

Section 7.2 Grievance Procedure. All grievances shall be processed in the following manner except that grievances concerning verbal reprimands shall not be processed beyond Step 1 of the grievance and arbitration procedure.

(a) STEP 1. An employee with a complaint shall reduce the grievance to writing, listing the sections of the Agreement alleged to have been violated, signing the grievance, and submitting it to the Chief within three (3) days from the occurrence of the instance which gave rise to the complaint, or the employee's knowledge thereof. The Chief and the steward or

alternate shall discuss the grievance in an attempt to resolve the matter. The Chief shall answer the grievance and return it to the steward or alternate within five (5) days after such meeting.

(b) STEP 2. If the grievance is not satisfactorily settled in Step 1, the Union may appeal the decision of the Chief by submitting the written grievance to the City Manager within ten (10) days following receipt of the Chief's answer in Step 1. The collective bargaining committee, the POAM representative, and the City Manager may discuss the grievance in an attempt to settle the matter. If that discussion is held, it may be held during a personal meeting or by a conference telephone call or a combination thereof. If that discussion is held, and the manner in which it is held, shall be according to the discretion of the City Manager. If that discussion is held, it shall be held within thirty (30) days after the City Manager receives the grievance from the Union to begin Step 2. The City Manager shall answer the grievance form and return it to the collective bargaining committee within ten (10) days after the discussion, if it is held, or else within thirty (30) days after the City Manager receives the grievance from the Union to begin Step 2.

(c) STEP 3. On any grievance which is arbitrable, the Union may appeal the decision of the City Manager to arbitration by giving written notice to the City of its desire to arbitrate within thirty (30) days after receipt of the City's answer in Step 2.

Section 7.3 Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall promptly select, by mutual agreement, one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as arbitrator. Upon request of either party, a second panel may be obtained in lieu of the first panel. The arbitrator's decision shall be final and binding on the City, Union and employees, provided however, that each party reserves its lawful right to challenge the award if the arbitrator has improperly handled the case or exceeds the arbitrator's jurisdiction. Each party shall bear the expense of its own witnesses, but fees and expenses of the arbitrator shall be shared equally between the Union and the City.

Section 7.4 Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, that question must first be decided before the arbitrator may be permitted to hear the merits of the grievance. The Union acknowledges that the City retains all rights not otherwise abrogated under the express terms of this Agreement as generalized in the Management Rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievance shall not be arbitrable.

Section 7.5 Time Limitation. Time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the Union, the grievance shall be considered settled in accordance with the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be

extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 7.6 Time Computation. Saturday, Sunday and recognized holidays shall not be counted under the time procedures established in the grievance procedure.

Section 7.7 Grievance Forms. The grievance forms shall be mutually agreed upon and shall be provided by the Union.

Section 7.8 Special Conferences. Special conferences may be arranged by mutual agreement between the City and the Union to discuss matters of mutual concern. The party requesting the special conference shall present the other party with a proposed agenda. If the special conference and agenda are agreed upon, the meeting shall be scheduled at a time mutually agreeable to the parties. Both parties acknowledge and agree that such conferences shall not be used for purposes of collective bargaining unless prior consent is obtained from the other party, and in such an event, negotiations shall only occur as to that specific item over which the parties have mutually agreed to negotiate.

Section 7.9 Group Grievance. The Union may act as the grievant on any grievance which involves several members of the unit or on any grievance which concerns the collective bargaining unit as a whole.

## SENIORITY

Section 8.1 Seniority Definition. Seniority shall be defined to mean the length of the employee's service with the City in the Police Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 8.2 Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year, provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or personal reasons if such period of absence is greater than fourteen (14) consecutive days. Upon completion of the probationary period, an employee shall be placed on the seniority list and shall have seniority dating from the employee's last date of hire. The Union shall represent probationary employees for the purposes of collective bargaining; however, probationary employees may be laid off or terminated by the City at any time without regard and without recourse to this Agreement.

Section 8.3 Seniority List. The seniority list shall show the names, classifications and rank of all employees in the bargaining unit. The City will keep the seniority list up-to-date from time to time and will furnish to the Union an up-to-date list at least once per year. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 8.4 Loss of Seniority. An employee's seniority with the City shall terminate for the following reasons.

- (a) The employee quits or retires.

(b) The employee is discharged or terminated.

(c) The employee is absent for three (3) working days without notifying the City and supplying a satisfactory reason or such absence. This section is not to be construed to limit the City's right to issue discipline for any unjustified absence.

(d) The employee fails to return to work upon recall or at the specified date at the termination of any leave of absence, unless otherwise excused.

(e) The employee is on indefinite layoff for twenty-four (24) consecutive months, or for a period equal to the total length of the employee's seniority, whichever is less.

(f) The employee is on extended medical leave beyond the time allowed by Section 10.4 of this Agreement.

Section 8.5 Indefinite Layoff. When an employee is to be laid off due to a reduction of the work force, the following procedure will be applied.

(a) The first employee to be laid off shall be the probationary employee. If further layoffs are necessary, the City agrees to lay off the employee with the least seniority in the rank and classification affected, provided, however, the senior employee has the experience and training to perform the required work.

(b) An employee to be laid off may replace a patrol officer if the employee has greater seniority and the experience and training to perform the required work. An employee who replaces a patrol officer under the procedure established herein shall receive the patrol officer's rate of pay.

(c) Whenever practicable, the City agrees to give two (2) weeks (i.e. fourteen [14] days) advance notification of layoff.

Section 8.6 Recall. Employees with greater seniority in the rank and classification affected shall be recalled first. Thereafter, employees shall be recalled in the order of their seniority, provided, however, that any recalled employee has the experience and training to perform the required work.

Section 8.7 Transfer from the Bargaining Unit. If an employee is transferred to a position with the City which is outside this bargaining unit, and is thereafter transferred back to a position within its bargaining unit, the employee's seniority shall include all time spent outside this bargaining unit. The Union acknowledges, however, that the City retains the sole right to determine the wages, hours and conditions of employment for all employees outside of this bargaining unit including the right to determine whether the employee can return to this bargaining unit, subject to any other collective bargaining agreements to which the City is a party.

Section 8.8 Special Assignment. In the event that a permanent special assignment is contemplated by the City where an employee will work at the assignment the majority of the employee's time for a period of six (6) months or more, the City agrees to notify the Union so

that a special conference can be scheduled to discuss the matter. A notification letter to all personnel will be posted to announce when positions will be opened. The assignments shall be rotated on a thirty six (36) month basis with an additional six (6) months to complete the selection process.

Section 8.9 Promotion from Sergeant to Lieutenant. Whenever the City determines that a vacancy exists in the rank of Lieutenant and such vacancy is to be filled, it shall be filled by an examination composed of: (1) a written examination, (2) an oral board examination, and (3) a departmental evaluation.

#### Eligibility to take Examination

STEP 1. All law enforcement officers with at least two (2) years of service in the Police Department will be eligible to take the written portion of the examination. A passing score of seventy percent (70%) or more will entitle the law enforcement officer to participate in the oral board examination.

The oral board examination will be composed of not less than two (2) command officers from other police departments, and one (1) other person selected by the Chief. A passing score of at least seventy percent (70%) shall be required for this examination.

A departmental evaluation shall be performed by the Police Chief or the Chief's designees. This evaluation shall consider the law enforcement officer's previous performance, experience, educational background and overall performance in the law enforcement profession.

The relative weights of the three components of the examination are as follows:

- a. written: forty percent (40%);
- b. oral: forty percent (40%); and
- c. evaluation: twenty percent (20%).

STEP 2. In the event that no law enforcement officer with two (2) years of service achieves a passing score of seventy percent (70%) on the written and oral exams, another examination shall be conducted. The Chief may then open that examination to all members of the Police Department and to any law enforcement officer certified by the State of Michigan who has at least five (5) years' experience in a Michigan police department. A background investigation shall be conducted on any successful applicant who is not a member of the Police Department. Part of this background investigation is to include a departmental evaluation from the applicant's previous police department to be used in establishing the applicant's overall score.

#### Selection Procedure

The final selection of the candidate shall be at the sole discretion of the City, upon the recommendation of the Police Chief.

#### Probation

Whenever the City promotes a candidate to the rank of Sergeant, the candidate so promoted shall be on probation for a period of six (6) months. While the employee is on probation, the City may at any time decide to return the employee to the position of patrol officer. An employee so returned to the position of patrol officer shall not have recourse to the grievance procedure in this Agreement to contest the return to the position of patrol officer. In all other respects, the employee shall not be considered probationary and shall have access to all applicable rights under this Agreement.

## HOURS OF WORK

Section 9.1 Workweek. A workweek is measured from Monday through the next following Sunday. The normal workweek for regular full-time employees who work eight (8) hour days shall be forty (40) hours per week. Regular full-time employees who work twelve (12) hour days may work more or less than forty (40) hours in a particular week but shall normally average forty (40) hours over a six (6) week period.

Section 9.2 Work Schedules. Work schedules shall be determined by the Chief so that regular full-time employees are normally scheduled to work or receive paid time off for approximately two thousand eighty (2080) hours per year. Work schedules shall normally be posted approximately eight (8) weeks in advance, but this shall not restrict the City's right to make changes in the schedules.

Regular full-time employees who work eight (8) hour days shall normally be scheduled to work five (5) eight (8) hour days during a workweek, or ten (10) eight (8) hour days during a two (2) week pay period.

Regular full-time employees who work twelve (12) hour days shall normally be scheduled to work two (2) twelve (12) hour days during one (1) of the two (2) weeks in a pay period, and five (5) twelve (12) hour days during the other week of the pay period.

The normal shift for an employee shall be twelve (12) hours, starting at either 6:00 a.m. or 6:00 p.m.

An employee who receives a special assignment pursuant to Section 8.8 of this Agreement shall work the hours assigned by the City. Further, an employee who has not yet completed the probationary period required in Section 8.2 shall work whatever hours and shifts are assigned by the City during the probationary period. If the City has at least eight (8) law enforcement officers (i.e. two [2] law enforcement officers for each of the four [4] teams) assigned to twelve (12) hour shifts, and even if any of those eight (8) law enforcement officers is temporarily absent from work for reasons such as vacation or sickness, the City may assign up to two (2) other law enforcement officers (i.e. law enforcement officers not assigned to twelve [12] hour shifts) to work eight (8) hour days in conjunction with or in lieu of twelve (12) hour days in any workweek. An assignment to work eight (8) hour days shall be offered to available and qualified law enforcement officers in decreasing order of seniority; should all available and qualified law enforcement officers decline the assignment, the least senior available and qualified law enforcement officer shall be required to accept the assignment.

The Chief has the right to determine the necessity of and to set other shifts in addition to the ones stated above in this Section and to assign personnel to those additional shifts.

Section 9.3 Pay Period. The two (2) week pay period shall begin every other Monday and continue through the second following Sunday. The City reserves the right to alter the pay period in order to accommodate the accounting practices of the City.

Section 9.4 Overtime. In spite of the requirement in Section 9.7 that the least senior available and qualified law enforcement officer shall be required to accept the assignment, all employees shall be expected to work reasonable hours of overtime upon request by the City.

Section 9.5 Overtime Premium. An employee who works at least one (1) eight (8) hour shift in a workweek (rather than exclusively twelve [12] hour shifts) shall receive premium pay at one and one-half (1 1/2) times the employee's straight time regular rate of pay for all hours paid in excess of forty (40) hours in the employee's workweek. An employee who works only twelve (12) hour shifts in a workweek shall receive premium pay at one and one-half (1 1/2) times the employee's straight time regular rate of pay for all hours paid in excess of eighty-four (84) in the employee's pay period.

Overtime or other premium rates shall not be pyramided or compounded or paid twice for the same hours worked.

Section 9.6 Special Bank Day. During each six (6) week period designated by the Chief, employees scheduled to work twenty-one (21) twelve (12) hour shifts during that period shall be required to choose by seniority and take off during that period one (1) unpaid twelve (12) hour shift referred to as a Special Bank Day. By taking off this one (1) unpaid twelve (12) hour shift, employees who work all their other scheduled twelve (12) hour shifts during that six (6) week period shall average forty (40) hours per workweek and eighty (80) hours per pay period.

Section 9.7 Call-In or Hold-Over Time. Employees may be called in early or held over late, but for no more hours than would result in them working sixteen (16) consecutive hours. In an emergency or a short notice vacancy situation, the City will consider the advisability of extending for four (4) hours the shift of an employee on the shift before the emergency or vacancy, or calling in four (4) hours early an employee on the shift following the emergency or vacancy, and leaving any middle hours unstaffed.

Employees called in to work on a day off will be offered the option of working eight (8) or twelve (12) hours, but only if the City decides to staff all twelve (12) hours. This paragraph shall not be construed as a guaranteed minimum number of hours for an employee called in to work.

Law enforcement officers contacted on their days off will be called by a supervisor in the Police Department in decreasing order of seniority of law enforcement officers off duty. To fill a patrol officer vacancy, off duty patrol officers will be called first and then Sergeants will be called, both in decreasing order of seniority. To fill a Sergeant vacancy, off duty Sergeants will be called first and then patrol officers, both in decreasing order of seniority. A higher seniority person may defer the work, if someone of lower seniority is willing to work. Documentation will be provided to the Chief by the supervisor making the calls, indicating the



times the calls were made and each employee's response to the request to work overtime. Should a law enforcement officer not answer a call, the next senior employee law enforcement officer will be called. Should all available law enforcement officers defer the overtime request, the least senior available law enforcement officer will be required to work the hours in question.

If a law enforcement officer does not personally answer a call, but the call is instead answered by a message recorder, the caller shall leave a message stating that the call is for overtime replacement and asking the law enforcement officer to call in as soon as possible. If the vacancy has been filled by the time the law enforcement officer answers the message and calls back, the relief assignment need not be changed to accommodate the law enforcement officer calling back.

Arrangements for coverage of advance notice vacancies (e.g. twelve [12] or more hours of notice) requiring overtime coverage will be started as soon as reasonably possible by the supervisor affected by the vacancies. Other supervisors will be informed of the relief arrangements and may be requested to sign overtime authorization forms for relief.

In the absence of a supervisor, the senior law enforcement officer on shift may make the calls for relief, or else the Operations Commander (or the designee thereof) may be contacted to make the calls.

Section 9.8 Pay for Call-In Time. An employee called in to work extra unscheduled hours which do not overlap with or immediately adjoin the employee's regularly scheduled hours shall be paid a minimum of three (3) hours at one and one-half (1 1/2) times the employee's straight time regular rate of pay.

An employee called in for a court appearance shall be paid a minimum of three (3) hours at one and one-half (1 1/2) times the employee's straight-time regular rate of pay.

An employee called in for an informal civil infraction hearing held outside the City shall be paid a minimum of two (2) hours at one and one-half (1 1/2) times the employee's straight-time regular rate of pay.

An employee called in for an informal civil infraction hearing held in the City shall be paid a minimum of one (1) hour at one and one-half (1 1/2) times the employee's straight-time regular rate of pay.

An employee called in for a court appearance or an informal civil infraction hearing is required to report to headquarters by telephone upon completing court or hearing responsibilities. Such an employee is not precluded from being called on by the Chief for regular duty under the first paragraph of this Section.

Section 9.9 Training Time. An employee who is assigned to training while on or off duty and who does not stay overnight to receive such training will be compensated at one and one-half (1 1/2) times the employee's regular rate of pay for those training hours (including travel time to and from the training site) which exceed forty (40) hours paid in the employee's workweek. However, an employee who works only twelve (12) hour shifts in a workweek will be compensated at one and one-half (1 1/2) times the employee's regular rate of pay for those

training hours (including travel time to and from the training site) which exceed eighty-four (84) hours paid in the employee's pay period.

An employee who is assigned to training while on duty and who does not stay overnight to receive such training may, at the discretion of the Operations Commander (or the designee thereof) and depending on the number of hours of training and travel, be allowed to report to active duty upon returning from the training in order to complete a twelve (12) hour work day.

If an employee is assigned to training which involves an overnight stay or multiple consecutive days, the City and the employee will attempt to reach a schedule alteration agreement before the training commitment is confirmed. In the agreement, the City and the employee will try to approximate the employee's normal schedule as much as possible. If the Chief concludes that a mutually satisfactory agreement cannot be reached, the Chief may select another employee for the training.

Section 9.10 Compensatory Time. An employee may accumulate up to forty (40) hours of compensatory time off which may be taken upon advance approval of the Chief or the Chief's designee. Compensatory time off shall be earned at one and one-half (1 1/2) hours for each hour worked as overtime.

Section 9.11 Shift Preference and Team Assignments. Effective each January 1 and each July 1 of this Agreement, employees within a classification may select their shift preferences by seniority. A request for a shift preference change must be submitted to the Chief in writing at least two (2) weeks before January 1 and/or July 1, as the case may be.

The Chief will maintain the names of those employees who prefer days, those who prefer afternoons and evenings, and those who prefer nights. The Chief will determine the most compatible, effective combinations of employees.

The Chief reserves the right to pre-empt shift preference by seniority for employees on special assignment pursuant to this Agreement. Specifically, the Chief may assign a special assignment employee to a shift more compatible with the special assignment in question.

Section 9.12 Court Time Scheduling and Time Off. The Chief or the Chief's designee shall attempt to communicate with the offices of the Gratiot County Prosecutor and the Gratiot County judges, specifically to request that court appearances be scheduled to be as compatible as possible with employees' work schedules.

If an employee is actually in court for four (4) hours or more and is scheduled to work later that night, the employee has the option of requesting a reduction in scheduled work hours for that night by an amount up to one and one-half (1 1/2) times the number of hours spent by the employee in court that day. If an employee asks for the time off in lieu of pay option, the employee must immediately notify a day supervisor of the request. The day supervisor will check the schedule to determine if someone needs to be called in to work overtime, to be held over or to be called in early. Necessary arrangements will be made as soon as possible to fill the vacancy if it can be, and the requesting employee will be notified of the approval or disapproval of the request as soon as possible. The day supervisor will notify the requesting employee's supervisor of any schedule change as soon as possible, preferably before the

requesting employee's shift starts. The employee may not carry over any of the court time to another night.

**Section 9.13 Meals and Breaks.** Employees working twelve (12) hour shifts will normally be entitled to two (2) twenty (20) minute breaks and one (1) forty-five (45) minute meal period per shift. Breaks and meal periods may not be grouped together, nor may they normally be taken during the first or last hour of a scheduled work shift. Normally, employees will take one (1) break during the first four (4) hours of a shift, one (1) break during the last four (4) hours of a shift, and the meal period during the middle four (4) hours of a shift. If employees are precluded from taking their breaks or meal periods because of the press of business, they shall not be entitled to any additional compensation.

If an employee working a twelve (12) hour shift works over or reports early for four (4) additional hours, the employee shall normally be entitled to an additional forty-five (45) minute meal period during the additional four (4) hours.

**Section 9.14 Substitutions (Shift Trading).** Employees may agree, solely at their option but with the approval of the Operations Commander (or the designee thereof), to substitute for each other during scheduled work hours for the performance of work in the same capacity and classification, provided that the employees who substitute for each other are fully trained and qualified to perform each other's duties and assignments. The hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under either this Agreement, the State Minimum Wage Law, or the Fair Labor Standards Act. The message requesting the substitution will be signed by all employees involved prior to submitting it to the Operations Commander (or the designee thereof). Employees will honor their commitment to pay back the substitution within a reasonable amount of time, and in any event within the same calendar year.

**Section 9.15 Changeover.** There will be no overtime cost to the City in the event that the City changes over from twelve (12) hour shifts to eight (8) hour shifts.

### LEAVES OF ABSENCE

**Section 10.1 Seniority Accumulation.** Seniority shall continue on all approved leaves of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue or continue during any leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

**Section 10.2 Personal Leave.** An employee may be granted a personal leave of absence without pay upon approval by the Chief and the City Manager. A request for a personal leave of absence shall be in writing, shall state the reason for such leave and shall be signed by the employee. If such leave extends thirty (30) days, then such leave shall be without accumulation of any vacation, sick leave or other fringe benefits. All leaves of absence, including educational leave, not otherwise specifically provided herein, shall be considered personal leaves and be subject to rules provided herein.

**Section 10.3 Paid Sick Leave.** Commencing the first full month following the completion of one (1) full month of employment, regular full-time employees shall earn paid sick leave credits at the rate of eight (8) hours for each calendar month actually worked, up to a maximum accumulation of seven hundred twenty (720) hours.

(a) Sick leave is a benefit to be used in case of a bona fide illness.

(b) Sick leave is a benefit solely for the purpose of protecting an employee's income during periods of illness and, therefore, it is not earned wages and shall not be converted to salary.

(c) The City reserves the right to request such evidence of illness as it deems necessary to justify the request for paid sick leave.

(d) An employee shall be permitted to use one (1) day of sick leave (either eight (8) hours or twelve (12) hours, depending upon the employee's schedule at the time the sick leave is used) per calendar year for an emergency situation, which endangers the health or well being of the employee's immediate household. The City reserves the right to request such evidence as it deems necessary to justify the request for emergency leave.

(e) Any employee covered by this Agreement who is employed by the City as of any November 1st and who has during the previous twelve (12) months reached the maximum accumulation of sick leave shall be eligible for a sick leave attendance merit award consisting of a gift certificate determined according to the following schedule.

<u>Number of hours of sick leave used in the previous twelve months</u>	<u>Amount of gift certificate</u>
None	\$325;
Less than 9	\$275;
At least 9 but less than 17	\$225;
At least 17 but less than 25	\$175;
At least 25 but less than 33	\$125;
At least 33 but less than 40	\$ 50; and
40 or more	\$ 25.

Any employee covered by this Agreement who is employed by the City as of any November 1st, who did not reach the maximum accumulation of sick leave during the previous twelve (12) months, but who has had perfect attendance during those last twelve (12) months (defined as no sick leave usage other than personal time, no leaves of absence and no unauthorized absences) will receive a \$30 gift certificate from the City.

**Section 10.4 Extended Medical Leave.** Extended medical leave shall be granted automatically upon application from the employee for illness or injury, subject to the City's right to require medical proof of disability. Such medical leave shall be without pay if an employee has exhausted the employee's accumulated paid sick leave benefits. An employee may be on

extended medical leave for a period of not more than eighteen (18) months or the length of the employee's seniority, whichever is less, and seniority shall not continue beyond that time, unless otherwise mutually agreed. However, an employee may be on extended medical leave for a period of not more than twenty-four (24) months or the length of the employee's seniority, whichever is less, if the extended medical leave is the result of an injury or illness which arose out of and in the course of the employee's performance of official duties for the City.

Section 10.5 Personal Business Hours. Non-probationary employees with accumulated sick leave shall be entitled to use some of that leave as personal business hours. Twenty-four (24) personal business hours shall be permitted annually, to be used in minimum increments of four (4) hours. An employee shall request use of personal business hours at least twenty-four (24) hours in advance from the Chief or Lieutenant.

Section 10.6 Bereavement Leave. Upon request, a regular full-time employee will be granted up to two (2) shifts of leave with pay, at the employee's normal hourly rate, when a death occurs in the employee's immediate family. Immediate family is defined as: mother, father, sister, brother, spouse, children, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law and sister-in-law. The day of the funeral will be the last day for which payment is made. No bereavement pay will be paid for any funeral day or mourning day which falls on a holiday, vacation day, scheduled day off, leave of absence day or layoff day. The City must be notified immediately of a death in the family and the extent of the expected absence.

Section 10.7 Family and Medical Leave Act. In dealing with employees on leaves of absence, the City shall comply with the requirements of the Family and Medical Leave Act of 1993, as amended (the "FMLA").

(a) To be eligible for an unpaid family leave, an employee must have worked for the City at least twelve (12) months and at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the request for the leave.

(b) Eligible employees may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period for the birth/care of their child; for the placement of a child for adoption or foster care; for the care of their child, spouse, or parent who is suffering from a serious health condition; or because of their own serious health condition which causes them to be unable to perform their work duties. Such leave will be without loss of seniority, and without any loss of medical, dental or life insurance benefits. The employees' share of any such group insurance coverage shall be paid by payroll deduction. If the leave is unpaid, the employees shall timely deposit sufficient monies with the City's finance director or designee as are necessary to cover their portion of the cost. The employees will be returned to their position or an equivalent position at the end of the approved leave of absence (not to exceed twelve [12] work weeks).

(c) As part of a requested leave of absence for the birth/care of a child or for the placement of a child for adoption or foster care, the employee will first be required to exhaust any accrued, available paid vacation time. If the leave request is due to the employee's own serious health condition, or for the care of a spouse, child or parent who is suffering from a serious health condition, the employee will first be required to exhaust any accrued, available

paid vacation time or sick leave. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) work weeks of leave available under the FMLA, if any, will be unpaid.

(d) An unpaid family or medical leave of up to twelve (12) work weeks for the birth/care of a child, or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement for adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of that twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12th) month (of the twelve [12] month period from the date of birth or placement) is entitled to only four (4) weeks of unpaid leave for that reason.

(e) Spouses, both of whom are employed by the City, are limited to a combined total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for the birth/care of their child, for the placement of their child for adoption or foster care, or for the care of a sick parent (but not a parent-in-law). However, each employee may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for the employee's child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.

(f) Eligible employees who foresee that they will require a leave of absence for the birth/care of a child, or for the placement of a child for adoption or foster care, must notify the City Manager, the Chief, or the designee of either in writing not less than thirty (30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

(g) An eligible employee who foresees the need for a leave of absence due to planned medical treatment for the employee or the employee's spouse or child or parent should notify the City Manager, the Chief, or the designee of either in writing as early as possible, so that the absence can be scheduled at a time least disruptive to the City. Such an employee must give at least thirty (30) calendar days written notice unless impractical, in which case the employee will be expected to give as much written notice as circumstances allow.

(h) When the leave is necessitated by the employee's own serious health condition, or that of the employee's spouse, child, or parent, the employee must provide the City Manager, the Chief, or the designee of either with medical certification verifying the need for such leave. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before returning to work, to provide medical certification that the employee is able to resume work.

(i) Employees on an approved leave should report to the City Manager, the Chief, or the designee of either every four (4) weeks regarding their status and intent to return to work upon the conclusion of their leave.

(j) Although an employee on an approved unpaid leave of absence pursuant to this Section will continue to be covered under the City's then current applicable group health, dental, or life insurance plans, an employee who fails to return to work at the end of the twelve (12) week period will be required to repay to the City the cost of the City-paid group health, dental, or life insurance benefits during the unpaid leave.

(k) To the extent that any other provision in this Agreement conflicts with this Section, the language of this Section will prevail.

(l) To the extent that any provision in this Section conflicts with the FMLA, the FMLA will prevail.

### HOLIDAYS

Section 11.1 Recognized Holidays. All employees occupying a job classification covered by this Agreement and who meet the eligibility rules specified herein shall receive eight (8) hours' pay at the regular straight time rate, exclusive of all premiums, for each of the listed holidays which the employees do not work.

If an employee works on a holiday, the employee shall be paid two and one-half (2 1/2) times the employee's regular rate of pay for the hours worked up to twelve (12) hours; thereafter, the employee shall be paid one and one-half (1 1/2) times the employee's regular rate of pay.

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Thanksgiving Day  
Day before Christmas  
Christmas Day  
Day before New Year's

Section 11.2 Holiday Eligibility. Employees are subject to the following conditions and qualifications for holiday eligibility:

- (a) The employee must be a full-time employee employed for a minimum of thirty (30) days.
- (b) The employee must have worked the last scheduled workday before and the first scheduled workday after the holiday, unless otherwise excused by the Chief.
- (c) The employee must not be suspended for disciplinary reasons.
- (d) The employee must not be on an unpaid leave of absence or on layoff.
- (e) If a holiday occurs during a calendar week in which an approved vacation is taken by an employee, the employee shall be paid for the holiday in addition to the employee's vacation pay.
- (f) An employee who is scheduled to work on a recognized holiday, but fails to report for work, unless otherwise excused by the Chief, shall not be entitled to holiday pay.

## VACATIONS

**Section 12.1 Vacation Benefits.** Each full-time employee shall earn vacation leave with pay in accordance with the following schedule, based upon the employee's years of service as of the employee's anniversary date of hire.

<u>Years of Service</u>	<u>Hours Paid at Straight Time</u>
After one (1) year	80 hours
After five (5) years	120 hours
After ten (10) years	136 hours
After twelve (12) years	144 hours
After thirteen (13) years	152 hours
After fifteen (15) years	160 hours
After twenty (20) years	176 hours
After twenty-five (25) years	200 hours

Each employee will be permitted to carry over and use a maximum of forty (40) hours in the year following their receipt. Carry-over hours must be used in that following year or they are forfeited.

**Section 12.2 Vacation Pay.** Vacation pay shall be at the regular straight time rate exclusive of all premiums at the time the employee takes the employee's vacation leave. If an employee works less than a full year (1,800 hours), the employee's vacation leave and pay shall be based on a pro rata formula on the basis of the employee's hours actually worked.

**Section 12.3 Vacation Scheduling.**

(a) Employees may schedule time off for their vacations during the twelve (12) months following their vacation eligibility date each year upon proper notice as determined by the Chief, provided that, in the opinion of the Chief, such time off does not unreasonably interfere with the efficient operation of the Police Department. Ordinarily, not more than two (2) weeks shall be allowed during the summer months, and not more than one (1) employee per shift may be absent for vacation leave at the same time.

(b) Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested. If an employee does not submit a vacation request, the Chief may assign a vacation time for the employee. If a conflict exists between employees who have timely submitted their requests for vacation leave, the employee with the greatest seniority shall have preference.

(c) Vacation benefits must be taken in whole day increments (eight [8] hours or ten [10] hours or twelve [12] hours, depending upon an employee's schedule) until the employee has less than a full day of vacation left; then the employee must take all of the remaining vacation at one (1) time.



Section 12.4 Benefit on Termination. Employees who leave the employ of the City prior to their eligibility date of any year will not be eligible for vacation pay, provided, however, that employees who leave the City's service for a first entry into military service or who terminate due to death or retirement shall be eligible for a pro rated vacation in accordance with the schedule.

## PENSION

### Section 13.1 Certified Law Enforcement Personnel Retirement Plans.

(a) During the term of this Agreement, for certified law enforcement personnel who as of July 28, 1997 were at least age fifty (50) years or had at least twenty (20) years of service with the City, the B-3 Plan of the Michigan Municipal Employees Retirement System shall be provided, with a waiver of Section 47F. The employee contribution shall be maintained at five and one-half percent (5.5%) of gross compensation. The FAC-3 option shall be effective (i.e. final average compensation shall be computed on the highest thirty-six [36] consecutive months of earnings, divided by three [3]).

(b) During the term of this Agreement, for certified law enforcement personnel who do not qualify under (a) above, but who were hired by the City on or before July 28, 1997, the B-2 Plan of the Michigan Municipal Employees Retirement System shall be provided with a wavier of Section 47F. The employee contribution shall be maintained at five and one-half percent (5.5%) of gross compensation. The FAC-3 option shall be effective (i.e. final average compensation shall be computed on the highest thirty-six [36] consecutive months of earnings, divided by three [3]). In addition, these certified law enforcement personnel who do not qualify under (a) above will be required to contribute three percent (3.0%) of gross compensation to a Section 401(a) defined contribution retirement plan; the City will match fifty percent (50%) of their contributions (i.e. one and one-half percent [1.5%] of gross compensation).

(c) During the term of this Agreement, for certified law enforcement personnel hired by the City after July 28, 1997, only a defined contribution retirement plan will be provided. The employee contribution will be five and one-half percent (5.5%) of gross compensation, and the City shall contribute five percent (5.0%) of gross compensation.

## INSURANCE

Section 14.1 Group Insurance. All regular full-time employees covered by this Agreement shall be eligible for group insurance (including medical, prescription drug and dental insurance) after completing the waiting period as defined in the City of Alma Police Department Health Care Plan (the "Plan"), or any successor plan. The Plan or any successor plan is available from the City. The premium cost of such insurance for an eligible employee (including any eligible dependents, if elected by the employee) shall be split between the City and employees covered by this Agreement.

Effective each July 1, eligible employees shall be allowed to choose between Plan A, Plan B or Plan C, all as included in the Plan. No out-of-pocket payment credit may be carried forward from June 30 of any calendar year to July 1 of the same calendar year. Effective July 1, 1997, employees covered by this Agreement shall pay \$32.30 per pay period for family coverage and

\$22.15 per pay period for single coverage in Plan A, or \$20.30 per pay period for family coverage and \$12.45 per pay period for single coverage in Plan B. Effective July 1, 1998, those employee contributions shall be increased proportionately by the increase of the cost of the insurance to the City, but not by more than ten (10) percent.

Throughout the Agreement, the wellness incentives applicable at the particular time to the City's non-union employees shall apply to the insurance premium co-pay amounts required from eligible employees covered by this Agreement. Also, the payments in lieu of health coverage applicable to the City's non-union employees shall apply to eligible employees covered by this Agreement.

**Section 14.2 Retiree Group Insurance.** Regular full-time employees who: (a) participated in the group insurance program described in Section 14.1 immediately prior to their retirement, and (b) retire at an age and after sufficient years of credited service with the City to be eligible for full retirement benefits under the City's retirement plan sponsored by the MERS, or (c) retire under the disability retirement provisions of the City's retirement plan sponsored by the MERS, shall be eligible to remain in that group insurance program, provided they are permitted by any relevant insurance carrier to continue such participation. The participation may include eligible dependents (if elected), but it shall be subject to the following additional terms and conditions.

(a) The participation shall cease upon the happening of any of the following events, whichever occurs first: (1) the retired employee attains the age of sixty-five (65); (2) the retired employee becomes eligible to be covered under a group hospital-medical insurance program provided by another employer, whether such eligibility results from employment by the retiree or the retiree's spouse; or (3) the retired employee's death.

(b) The cost of such group insurance for such retired employees (including eligible dependents, if elected) shall be paid one hundred percent (100%) by the retired employee. The retired employee's payment of the cost of such insurance shall be deducted from any payments made to the retired employee from any of the City's retirement plans. If the retired employee's retirement plan payments are not large enough to cover the cost of such insurance, the retired employee shall, in a timely manner, deposit with the City's Finance Director or the designee thereof such monies as are necessary to cover the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

**Section 14.3 Term Life Insurance.** All regular full-time employees covered by this Agreement who have completed a minimum of sixty (60) days of employment shall be entitled to participate in a group term life insurance policy, with premiums fully paid by the City.

The amount of life insurance provided to an eligible employee as soon as reasonably possible after ratification of this Agreement shall be based upon the employee's current base pay rate and the following table. Base pay rate is defined as an hourly employee's regular rate multiplied by 2080 hours, or a salaried employee's annual salary.

Employee's Base Pay Rate

Life Insurance Benefits

\$10,000 but less than \$13,000	\$13,000;
\$13,000 but less than \$15,000	\$15,000;
\$15,000 but less than \$17,000	\$20,000;
\$17,000 but less than \$20,000	\$25,000;
\$20,000 but less than \$25,000	\$30,000;
\$25,000 but less than \$32,000	\$35,000;
\$32,000 but less than \$39,000	\$40,000;
\$39,000 but less than \$45,000	\$45,000;
\$45,000 but less than \$50,000	\$50,000; and
\$50,000 or over	same as base pay rate rounded to the nearest thousand.

Section 14.4 False Arrest Insurance. The City shall provide false arrest insurance coverage for regular full-time employees in accordance with the insurance program already in effect.

Section 14.5 Insurance Carriers. The City reserves the right to select the insurance carrier or to become self-insured, provided however, that the benefits provided herein shall be maintained as substantially equivalent.

Section 14.6 Payment of Premiums. Whenever an employee is obligated to pay a portion of an insurance premium pursuant to this Agreement, the employee shall timely make such payment by payroll deduction. However, if an employee's check is insufficient to cover the employee's share of the premium, the employee shall timely deposit with the City's finance director or the designee thereof such additional monies as are necessary to cover the employee's portion of the premium. If the employee fails to deposit such monies with the City's finance director, the City's obligation to pay its portion of the premium for such employee and any eligible dependents shall be terminated.

Section 14.7 Insurance Continuation. For eligible employees, the City's continuation or termination of group insurance benefits, and the City's payment of all or a portion of the premiums for such, shall be as follows.

(a) The City will continue coverage and its portion of the premium payments on behalf of an eligible employee only during the first six (6) months of an approved medical leave of absence necessitated by a duty-incurred injury suffered by the employee.

(b) The City will continue coverage and its portion of the premium payments on behalf of an eligible employee during any period mandated by the FMLA. This paragraph shall be applicable to the extent the City, the particular employee and the particular group insurance plan are all subject to the FMLA.

(c) The City will continue coverage and its portion of the premium payments on behalf of an eligible employee only during the first thirty (30) days of a layoff or an approved leave of absence for any reason other than a reason described in (a) or (b) above.

(d) All such insurance benefits, and the City's premium payments for such, shall terminate upon an employee's quit or discharge.

## MISCELLANEOUS

Section 15.1 Wages. Appendix "A" attached hereto and made a part hereof contains classifications and annual (2,080 hours) salaries.

Section 15.2 Uniforms and Equipment. The City shall provide such uniforms and equipment as the City shall determine is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment. The City shall assume the cost of the necessary cleaning of such uniforms under such rules as the City may determine.

Section 15.3 Medical Examination. The City will provide medical examinations as required by State statutes. The City reserves the right to require an employee to be examined by an authorized medical examiner if there appears reasonable concerns regarding an employee's physical or mental capacity to perform the required duties. Such medical examinations requested by the City shall be at the City's expense. If the employee desires to be also examined by a physician of the employee's choice, the employee may do so at the employee's expense. If there is a significant difference between the two medical opinions, the parties shall agree upon a third medical examination to be performed by a physician selected by the respective two physicians who performed the initial examinations. The fees and expenses of the third physician's examination shall be shared equally between the parties.

Section 15.4 Bulletin Boards. The City shall provide adequate space on its bulletin board upon which designated representatives of the Union may post official notices of Union activity. The City reserves the right to police the bulletin board so that no offensive or controversial material is posted thereon.

Section 15.5 Captions. The captions used in each section of this Agreement are for the purpose of identification only and are not a substantial part of this Agreement.

Section 15.6 Residency. Employees shall be required as a condition of employment to maintain a bona fide residence and their primary domicile within fifteen (15) miles of the City limits.

Section 15.7 Policy and Procedures. The City reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Union believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within ten (10) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the grievance procedure.

**Section 15.8 Voluntary Separation.** Whenever practicable, the employee agrees to give two (2) weeks (i.e. fourteen [14] days) advance notice before voluntarily terminating his employment with the City.

**Section 15.9 Safety Glasses.** Employees requiring corrective lenses shall be considered "eligible employees" for purposes of this Section and shall be reimbursed by the City on the following basis.

(a) The City will reimburse each eligible employee for one (1) eye examination during a twenty-four (24) consecutive month period, up to a maximum of \$40.00 per eligible employee per examination.

(b) In addition to (a) above, the City will purchase for each eligible employee one (1) pair of prescription safety glasses with a plain, solid color safety frame, with the lens corrective requirements for each eligible employee (i.e., single vision, bifocal or trifocal). Any additional features of the prescription safety glasses will be at the employee's expense. Prescription safety glasses will be purchased through an optical company selected by the City; the City will not purchase more than one (1) pair for an eligible employee during any twenty-four (24) month period.

(c) As an alternative to (b) above, the City will reimburse an eligible employee up to a maximum of \$40.00 for a City-approved pair of prescription safety glasses purchased directly by the eligible employee. An eligible employee must supply adequate proof of purchase to the Chief in order to be eligible for reimbursement. The City will not make more than one (1) such reimbursing payment to an eligible employee during any twenty-four (24) month period.

(d) The City will reimburse an eligible employee for expenses incurred to repair or replace prescription safety glasses which are damaged in the course of the eligible employee's employment with the City, as long as the damage does not result from the employee's negligence (including but not limited to the employee losing or misplacing the prescription safety glasses). The employee must supply adequate proof of expense to the Chief in order to be eligible for reimbursement.

**Section 15.10 Protective Vests.**

(a) The City shall provide protective vests for employees.

(b) Employees who purchased their own protective vests which are less than five years old shall be reimbursed for their expenditures. The reimbursement shall be based upon a cost of \$450 per protective vest, and the reimbursement shall be reduced by \$100 for each year (or a pro-rated amount for each partial year) during which the employee has had the protective vest.

(c) Employees with protective vests shall be required to wear them whenever they are on active duty with the City.

**Section 15.11 Separability.** Any part of this Agreement which shall conflict with applicable State or Federal law now or in the future shall be null and void, but only to the extent of the conflict;

all other parts shall continue in full force and effect for the duration of this Agreement. Should any part of this Agreement become null and void due to a conflict with applicable State or Federal law now or in the future, the parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

Section 15.12 Drug Use and Testing. The City strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs by its employees on City premises (including parking lots and in City vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescription drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. If the City has a reasonable suspicion that the employee in question is:
  - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, while on duty, or
  - b. Is currently possessing on City premises unauthorized drugs/unlawful alcohol, or
  - c. Has sold or distributed drugs on or off City premises or attempted the same.
2. As a part of a routine scheduled physical examination;
3. Upon return from a leave of absence of thirty (30) days or more; or
4. During random periods during an employee's probationary period.

The City agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

Last Chance Policy. An employee who voluntarily discloses a dependency on drugs/alcohol to the City and voluntarily undergoes a City-approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the City will refrain from taking any disciplinary action against the employee provided that: (1) such disclosure is the first and only involvement with drugs/alcohol for the employee since the employee's date of hire, and (2) the employee satisfactorily completes the detoxification treatment program as prescribed, and (3) the employee remains free of drug/alcohol use and strictly complies with the City's drug free program.

Section 15.13 Uniform Shoes. Employees shall be reimbursed by the City up to a maximum of \$50.00 each calendar year towards the purchase of approved uniform shoes. Alternatively, an eligible employee who did not receive any uniform shoe reimbursement during the previous

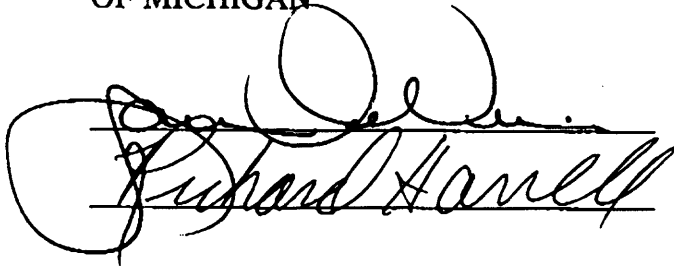
calendar year shall be reimbursed by the City up to a maximum of \$100.00 during the following calendar year. Further, an eligible employee who did not receive any uniform shoe reimbursement during the previous two calendar years shall be reimbursed by the City up to a maximum of \$150.00 during the following calendar year. Before any reimbursement is made by the City, the uniform shoes must be approved by the Chief, and proof of their purchase must be submitted by the eligible employee to the Chief.

Section 15.13 Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise. 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or 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 or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

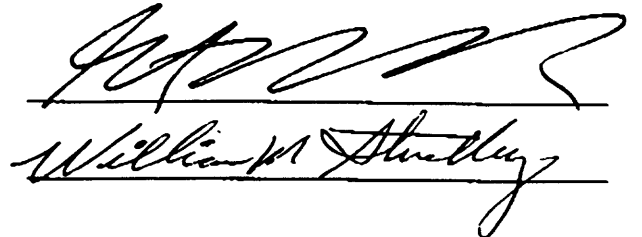
#### DURATION

Section 16.1 Termination. This Agreement shall remain in full force and effect from October 13, 1998 to 12:01 a.m., July, 1999. One hundred and twenty (120) days prior to expiration, either party may serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate 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 to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof. If either the Union or the City gives the notice specified in this Section, negotiations with respect to such modifications shall commence, if possible, ninety (90) days prior to this Agreement's expiration, but in any event not later than sixty (60) days prior to expiration.

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

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

THE CITY OF ALMA

  
\_\_\_\_\_  
*City Commission General 10-13-98*

120571.11C



-APPENDIX "A"

SALARY SCHEDULE

Effective the first pay period on or after July 1, 1997, the following annual rates shall be in effect (assuming 2080 hours paid per year):

<u>Classification</u>	<u>Start</u>	<u>After</u>		
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Sergeant	31,965	34,045	35,667	38,051

Effective the first pay period on or after July 1, 1998, the following annual rates shall be in effect (assuming 2080 hours paid per year):

<u>Classification</u>	<u>Start</u>	<u>After</u>		
		<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Sergeant	32,924	35,066	36,737	39,193

