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AGREEMENT

between

THE CITY OF ALPENA

and

POLICE OFFICERS LABOR COUNCIL
ALPENA POLICE SUPERVISORY DIVISION

July 1, 1998 - June 30, 2002

Alpena, City

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AGREEMENT

This Agreement is entered into between the City of Alpena, hereinafter referred to as the Employer, and the Police Officers Labor Council, Alpena Police Supervisory Division, 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 Employer's success in establishing a proper service to the community.

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

ARTICLE I

RECOGNITION - UNION SECURITY

Section 1

The City recognizes the Union as the sole and exclusive bargaining representative for the following described unit:

all Sergeants and Detective Lieutenants of the Alpena Police Department.

Section 2

All employees employed in the bargaining unit or who become employees in the bargaining unit who are not already members of the Union will within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the Employer, whichever is later, become members or in the alternative will within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the Employer, whichever is later, as a condition of employment pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.

Section 3

The Employer upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition shall immediately dismiss said employee.

Section 4

The Union shall refund to the employee Union dues, initiation fees, and assessments erroneously deducted by the City and paid to the Union.

Section 5

The City will check off monthly dues or agency shop fees for those members submitting a dues check-off card properly completed and signed. Any change in the amount to be deducted shall be certified in writing to the City by the Chairman of the bargaining unit (Union President).

Section 6

The pay referred to for the deduction of dues or initiation fees shall be the first pay closed and calculated in the month.

Section 7

A list of the employees' names from whom dues and initiation fees have been deducted shall be furnished to the Chairman of the bargaining unit at the time that the dues and initiation fees are remitted. This shall be done within one (1) week after payday.

Section 8

The Union agrees to hold the City harmless with regard to disputes arising out of overcharges on union dues deducted from employees' checks. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or omitted by the City for the purposes of complying with this Article.

ARTICLE II

MANAGEMENT RIGHTS

The management of the Police Department and the direction of the working forces including the rights to plan, direct, and control Police Department operations; to hire, suspend, discharge for cause, transfer, to relieve employees from duty because of lack of work, or for other legitimate reasons; and the right to introduce new or improved working methods or facilities are vested exclusively in the City provided that in the exercise of these prerogatives the City will not violate the provisions of this Agreement.

ARTICLE III

SEPARABILITY

To the best knowledge and belief of the parties this contract contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this Agreement at any time during its life be in conflict with federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In the event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

ARTICLE IV

SENIORITY

Section 1

Seniority is defined as the right of preference as to layoff, recall, and demotion measured by the length of service. Promotions will be based on qualifications and seniority. The principle of seniority will be observed in accordance with conditions listed below.

Section 2 - Seniority

- A. Seniority is defined as the seniority status of an employee with respect to all other employees covered by this Agreement.
- B. The employee's seniority will accumulate continuously from the date of employment or seniority date (whichever is later) until terminated by any of the circumstances enumerated in subparagraph C below. When two or more people are hired and report for work on the same date, their seniority shall be determined by placing the individual with the highest test score as the highest seniority and so on.

In the event of identical test scores, seniority shall be determined by placing the employees in order alphabetically by surname.

- C. All seniority shall terminate when:
 - (1) An employee is discharged for just cause.
 - (2) An employee quits.
 - (3) An employee fails to report for work after a layoff when properly notified under the provisions of Article IV, Section 6.
 - (4) An employee is laid off or is absent for any reason whatsoever for a period equal to the amount of seniority he had at the time he was laid off or started his period of absence subject, however, to the provisions of Article IV.
- D. Absence due to injury or disease for which Worker's Compensation is payable will not terminate seniority.
- E. Any person whose seniority has been terminated and who later is reemployed shall be considered in every respect as a new employee, and a new seniority date shall be established for that person on the date of rehiring.

Section 3 - Seniority Lists

- A. The City shall make available a seniority list with the execution of this Agreement and shall update it annually.
- B. Notwithstanding any of the seniority rules contained herein, the Local Union President will, during his term of office, be placed at the head of the departmental seniority list provided. However, that this preferential seniority will be only for the purpose of determining layoffs and recalls.
- C. Any employee appointed to any position within the Police Department but not within this bargaining unit and who is returned to this bargaining unit shall be reinstated in this bargaining unit with his original seniority date and the rank, or its successor, that he held at the time of the promotion. The reinstated employee would resume his time and grade last held at the time of departure from the bargaining unit. Further, any current member of this bargaining unit who is returned into the Patrol Officers' bargaining unit shall be placed in the rank of Patrol Officer and shall retain his original seniority date.
- D. Any City employee transferring into the Police Department after passing the entrance examination shall carry his City-wide seniority for pension and longevity purposes only; and a new seniority date will be established for him in accordance with Article IV, Section 2B.

Section 4 - Filling Permanent Vacancies

- A. When a permanent Detective Lieutenant position becomes vacant, notice of the position's availability shall be posted and then filled based on the competitive scoring of eligible applicants in regard to four areas: written examination, oral interview, seniority, and employee's performance record. A separate promotional list will be developed for the position of Detective Lieutenant.
- B. Written Examination To be eligible to test for a position, an employee must have three (3) years' departmental seniority to write the examination for Detective Lieutenant. An employee taking the written examination shall receive a score commensurate with the schedule contained in Section E below.
- C. Oral Interview and Performance Evaluation Employees shall then be given an oral interview by an oral interview board consisting of the Personnel Director or his representative, the Public Safety Director or his representative, and the option of a mutually acceptable law enforcement official. The Public Safety Director shall submit to the interview board his written evaluation of the candidates based on their training, past performance, and work history. Performance areas shall include general law enforcement, investigation, routine patrol, report preparation, and citizen contact. Based on the results of the oral interview, the board shall assign from one (1) to thirty-five (35) points. Points on performance evaluation shall be recommended by the Public Safety Director and will be either affirmed or adjusted by the oral interview board.
- D. Seniority Employees will be assigned one (1) point for each full year of time in grade up to a maximum of ten (10) points.

- E. Determination of Final Examination Score The final examination score shall consist of the written examination percentage score multiplied by 0.35; the scores based on seniority, oral interview, and performance evaluation as described above. The maximum possible scores are:

Written Examination Percentage Score times 0.35	= 35
Seniority	= 10
Oral Interview	= 35
Performance Evaluation	= <u>20</u>
Total Final Examination Score	= 100

- F. The Public Safety Director shall promote the highest scoring Sergeant to Detective Lieutenant for a six (6) month probationary period. If no Sergeant accepts the position, the Public Safety Director may promote the highest scoring Police Patrol Officer to Detective Lieutenant for a six (6) month probationary period. If after six (6) months that person has satisfactorily performed the requirements of the position, it shall become a permanent appointment.

During this six-month probationary period the Public Safety Director may remove that person if that person is unable to satisfactorily perform the requirements of the position and shall state the reasons for such removal in writing. Such removal shall be subject to the grievance procedure.

In the event the employee fails to satisfactorily complete the probationary period or elects to return to their former job classification during said period, the employee shall be reinstated in their former position.

- G. A promotional list shall be issued ranking the applicants based on their total composite test scores from highest to lowest. The promotional list shall remain in effect for a period of two (2) years from the date of its issuance and may then be extended by the Personnel Director for an additional year. Once a person is promoted their name shall be removed from that list.

Section 5 - Temporary Vacancies

- A. Temporary vacancies will be filled within this unit by offering the assignment first to the person who is highest on the appropriate promotional list, if there is a list, and so on down the list. If there is no promotional list, the temporary vacancy will be offered to the employee with the most time in grade. with departmental seniority the tie-breaker.
- B. Employees temporarily assigned to a lower-paid job will receive their regular rate of pay.
- C. Employees temporarily transferred to a higher-paid job will receive the rate of the higher classification or job for the hours actually worked at the higher classification.
- D. Temporary assignments will not be made to deprive employees of overtime pay.

Section 6 - Layoff and Recall

- A. When a reduction in the working force is necessary, employees shall be laid off in accordance with their time in grade (with department seniority the tie-breaker); that is, the employee with the least time in grade (with department seniority the tie-breaker) shall be laid off first and so on provided that in the selection of employees for layoff, due consideration shall be given to the retention of employees properly qualified and physically able to perform the available work. Whenever an employee is to be laid off, the City will notify the employee and the Chairman of the Grievance Committee at least twenty-four (24) hours in advance unless circumstances make such notice utterly impossible. Whenever a member of this bargaining unit is to be laid off, the member shall have the option to bump a less senior police patrol officer.
- B. Laid-off employees will be recalled in inverse order of the layoff provided the employee has the ability and is physically able to perform the duties of the job which is open.
- C. When recalling a laid-off employee the City will notify the employee by registered mail at their last known address. If such employee does not notify the City within ten (10) days from the mailing date of such notice that they will report for work on the date specified or give satisfactory reasons for delay beyond such time, the employee will be considered as having quit; and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the City may call in the next person in line; and that person shall be given a minimum of five (5) days' work after which the proper person could come in to work.

Section 7 - Military Service

The parties shall comply with the law on military service; seniority shall continue to accumulate for military absences of thirty (30) days or less.

ARTICLE V

HOURS AND OVERTIME

Section 1

- A. The regularly scheduled work week for all employees shall begin with the first shift scheduled to begin on Monday.
- B. There will be a paid lunch period of not less than thirty (30) minutes for all employees.

Section 2

All time worked over the regularly scheduled hours including assigned training over the regularly scheduled hours or any time worked in excess of eighty (80) hours in a pay period will be paid at the rate of time and one-half.

Section 3

Employees will be permitted to voluntarily trade shifts provided that such trading shall not unduly impair the operation of the department or be repetitive for purposes of outside employment. Employees trading shifts under this clause shall give prior notification to either the Public Safety Director or his designee at least twenty-four (24) hours in advance and no more than seven (7) days prior to the change.

When officers change shifts for their own convenience, each officer becomes fully responsible for the shift he is changing to as though he was regularly scheduled for that shift. The officer who initiates the change in shifts in order to get a day off is not eligible for overtime for the twenty-four (24) hour period on that date.

Section 4

Any employee ordered and reporting for work when the employee was scheduled to be off duty shall be paid a minimum of two (2) hours at the rate of time and one-half and may be assigned to work the two (2) hour minimum period. Officers scheduled for court will call the police desk one-half (1/2) hour prior to court time to determine if the case will proceed as scheduled.

Section 5

Schedules and work assignments shall be determined by the Public Safety Director or his designee. It is understood that employees may be assigned to patrol or other duties as substitutes for employees who are off work due to vacation or other reasons. However, if an employee's shift is to be changed from that originally scheduled, he shall be given two weeks' notice or shall voluntarily agree to such change except in cases of emergency. Once an employee's shift has been assigned for a given work week, that shift may only be changed one time within that period. Such changes of shift shall be reasonable and shall not be arbitrary or capricious.

Section 6

Overtime will be distributed among the employees in the bargaining unit in the same job classification on as equitable a basis as possible. If the employee is unavailable in the job classification where overtime work is necessary, the overtime will be distributed among the other qualified employees in the union on as equitable a basis as possible. Whenever practical, the employee with the least amount of overtime hours will be asked to work first. Employees who cannot be contacted by telephone and are therefore unavailable for work will be marked in red for such overtime hours.

Should an employee be missed for an overtime opportunity, the employee shall be offered the next opportunity or opportunities until the omission is corrected and he is again properly in line on the overtime sheet. The City will not pay for overtime not worked unless the employee is missed twice in a row (two consecutive times); in this case the grievance procedure will apply. The employee concerned must notify the Public Safety Director if he is passed over for overtime.

Section 7

When an employee is off sick, injured, on worker's compensation, or on paid leave of absence all for over sixty (60) days or has altered his work days for his convenience and it would have been his turn to work overtime, the employee will be marked in red on the overtime chart for the hours the employee could have worked. An employee shall be considered unavailable for duty until adequate notice is given by the employee that he is available for duty.

When an employee is off due to disciplinary suspension or at the request of the employee on an unpaid leave of absence, the employee will be marked in red on the overtime chart for the hours the employee could have worked beginning with the first day of disciplinary suspension or requested unpaid leave of absence.

Section 8

A chart will be maintained and kept posted in the department (excluding court and investigation time), revised at the end of each pay period showing the total unscheduled overtime hours worked by each employee and

also those hours available but not worked through no fault of the City. The overtime sheet will be adjusted each July 1 with any differences in overtime hours being carried over to the next period.

ARTICLE VI

HOLIDAYS

Section 1

The following days are recognized as official department holidays:

One full day before New Year's Day, New Year's Day, Good Friday, Decoration (Memorial) Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day. With respect to employees working jobs normally scheduled to operate seven (7) days per week, the actual day legally set aside for the holiday shall be considered as the holiday; for other employees if a holiday falls on Sunday, the following Monday shall be considered the holiday, and if it falls on a Saturday, the preceding Friday shall be considered the holiday. Employees shall receive holiday pay for that day provided they meet the conditions of Article VI, Section 2.

In addition to the above, each employee shall be granted one (1) floating holiday. Such day shall be determined by mutual agreement between the employee and the Public Safety Director or his designee.

Section 2

- A. Employees who do not work on the holidays specified in Article VI, Section 1 shall receive as holiday pay eight (8) straight-time hours' pay at the rate they received for the most hours on the last day worked prior to the holiday (exclusive of the shift differentials) provided they meet all of the following conditions:
1. A new employee shall not be eligible for holiday pay until after thirty (30) days from the date of their employment.
 2. The employee shall perform work in the twelve (12) calendar day period immediately preceding or the twelve (12) calendar day period immediately following the holiday except when absent on scheduled vacation. Should a holiday occur during the first twelve (12) days that an employee who is otherwise eligible for holiday pay is laid off, he shall receive the appropriate holiday pay.
 3. The employee shall have worked his scheduled hours of work on his last scheduled work day preceding the holiday and also on his first scheduled work day following the holiday provided, however, that absence or tardiness due to illness or other compelling personal reasons supported by adequate proof of same shall not disqualify an employee for holiday pay if the employee meets all of the other conditions stipulated.
 4. Notwithstanding subparagraph 2 above, any employee who is on vacation with pay shall receive the extra eight (8) hours holiday pay.

- B. Employees who work on a holiday shall be paid at two and one-half (2-1/2) times their regular straight-time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, they shall receive the balance of their eight (8) hours for hours not worked.
- C. Employees ordered to report for work on a holiday but who fail to report for work and perform such work shall not be entitled to any holiday pay.
- D. For the purpose of this paragraph, a holiday is defined as a twenty-four (24) hour period beginning with the first shift scheduled to begin on the holiday.
- E. With respect to employees working on jobs normally scheduled to operate less than seven (7) days per week, the hours worked on a holiday and the holiday hours paid for but not worked, but not to exceed the total hours for the employee's regular work day for both, shall be considered as hours worked for the purpose of computing weekly overtime and for the purpose of computing the weekly work schedule.
- F. With respect to employees working on jobs normally scheduled to operate seven (7) days per week:
 - 1. The hours worked on a holiday, but not to exceed the total hours of the employee's regular work day shall be counted as hours worked for the purpose of computing weekly overtime and for the purpose of computing the weekly work schedule.
 - 2. Holiday hours paid for but not worked shall not be considered as hours worked for the purpose of computing the weekly work schedule.
 - 3. An employee called in and reporting for work on a holiday shall receive a minimum of four (4) hours pay at three (3x) times their regular straight-time hourly rate.

ARTICLE VII

VACATIONS AND SICK LEAVE

Section 1

The vacation year shall be from January 1 through December 31.

Section 2 - Amount of Vacation

- A. Employees hired prior to August 1, 1998
 - From one (1) to five (5) years' service - one hundred twenty eight (128) hours paid vacation leave.
 - From five (5) to ten (10) years' service - one hundred sixty (160) hours paid vacation leave.
 - From ten (10) to fifteen (15) years' service - one hundred ninety two (192) hours paid vacation leave.
 - From fifteen (15) to twenty (20) years' service - two hundred twenty four (224) hours paid vacation leave.

Over twenty (20) years' service - two hundred fifty six (256) hours paid vacation leave.

B. Employees hired after August 1, 1998

One (1) through seven (7) years' service - one hundred twenty eight (128) hours paid vacation leave.

eight (8) through twelve (12) years' service - one hundred sixty (160) hours paid vacation leave.

thirteen (13) through eighteen (18) years' service - one hundred ninety two (192) hours paid vacation leave.

nineteen (19) through twenty-four (24) years' service - two hundred twenty four (224) hours paid vacation leave.

Over twenty-five (25) years' service - two hundred fifty six (256) hours paid vacation leave.

Section 3

Vacation pay shall be based on an individual employee's straight-time hourly earnings two weeks prior to the beginning of the employee's vacation period. If a general increase in wage rates occurs during the calendar year prior to the time the vacation is taken, such general increase will be included in the computation of the vacation pay, anything above to the contrary notwithstanding. If the employee's vacation has been properly scheduled two (2) weeks prior to the date of starting the first week of vacation, the employee shall, upon request, be given his vacation check on the payday preceding his vacation covering the amount of vacation he is currently taking. Only vacations of forty (40) or more hours of vacation leave will be eligible for this provision.

Section 4

The determination of when vacation may be taken is left to the department head who will prepare and post a vacation schedule for his department. The vacation list must be posted by the Public Safety Director (department head) no later than October 15 of each year.

Section 5

The exact time of vacation must be regulated by the needs of the department. In choosing time for vacations, the employee with the most time in grade will have first choice, the employee with the second most time in grade will choose next, and so on provided that employee has specified their choice by December 1 of each year. If an employee does not choose vacation time on or before December 1, the employee will forfeit any preference to which time in grade entitled the individual. Notwithstanding the foregoing, if any employee is "bumped" out of their designated vacation time on December 1, a grace period between December 1 and December 15 will be allowed in order to straighten out the vacation periods. This will be done immediately on a time-in-grade basis with the assistance of the Union President and the Public Safety Director. In the period of December 16 through December 30, vacation applications will be considered in the order received without regard to time in grade or seniority. After December 30 the employee will notify the Public Safety Director two (2) weeks in advance of the employee's intended vacation. Vacations, once granted, will not be canceled by the employer except in the event of an emergency.

Only one (1) member of this bargaining unit assigned to patrol duties may be on vacation at any one time, and only one (1) other member may be on vacation at one time.

Section 6

An employee shall split his vacation; that is, his vacation shall be taken in two (2) periods as provided above except, however, if the employee so desires, he may split his vacation into three (3) periods. An employee's first vacation (or first two (2) if three periods are desired) shall be by seniority in accordance with the above.

Such splitting of vacation periods is not intended to add to the number of days off work which could be achieved if the vacation period were not split into two parts.

Section 7

An employee must take his vacation time off. If an employee does not take his vacation in the vacation year, he shall lose it; except an employee may carry over up to one-half (½) of his current year's vacation to April 1 of the next year. Any employee asked not to take his vacation after the vacation time has been approved shall have the opportunity to take vacation time off for vacation purposes before the end of the contract year.

Section 8

If an employee is off sick during his scheduled vacation time, the employee may be permitted to change his vacation to a subsequent date which will not conflict with another's vacation. Consideration of such a request is contingent upon prompt notice and proof of illness to the employee's immediate superior. Such rescheduling of vacation shall not extend beyond March 1 or within 60 days of the year following the year in which the vacation was originally scheduled.

Section 9

When an employee quits, is discharged, retires, or dies, he or his heirs shall be paid for unused vacation earned in the prior year as well as weekly pro rata vacation allowance he has accumulated during the current year. The vacation pay at the time of separation shall not be considered as payment for any time worked or not after the date of separation.

Section 10

There need be no lapse of time between vacations of two different years. Employees shall be entitled to extra days of vacation equivalent to any day spent on court time occurring during their regularly scheduled vacation provided such day or days do not interfere with someone else's vacation; otherwise such day or days shall be taken at a time mutually convenient to the parties. Any court time in a day shall be considered an entire day.

Section 11

An employee may take up to one-half (½) of his vacation time in days at a time, subject to the following conditions:

- A. Not less than two (2) weeks' notice of request to be made to the Public Safety Director.
- B. Only one (1) member of this bargaining unit assigned to patrol duties may be on vacation at any one time; and only one (1) other member may be on vacation at one time, subject to the provisions of Section 5.
- C. The vacancy created shall be filled at the Public Safety Director or his designee's discretion.
- D. Such vacation day request shall be granted to the first employee to apply therefor if there is more than one applicant.

- E. If it develops that the affected employee is scheduled for court appearance(s) on the day he has selected as his vacation day, the employee will be paid his vacation pay only with no further obligation on the part of the City.

Section 12

Members of this bargaining unit shall be permitted to utilize vacation hours in increments of hours at a time. Such use shall be subject to the provisions of Article VII, Section 11, of the Labor Agreement. Further, such hours shall be contiguous to the beginning or ending of the shift period and such requests shall be for a minimum of two hours.

Section 13 - Sick Leave

- A. Non-probationary, regular, full-time employees hired before September 1, 1989, shall accumulate sick leave at the rate of eight (8) hours' sick leave for each full month worked up to a maximum of one thousand forty (1,040) hours. Non-probationary, regular, full-time employees hired after September 1, 1989, shall accumulate sick leave at the rate of eight (8) hours' sick leave for each full month worked up to a maximum of seven hundred twenty (720) hours.
- B. Sick leave may be used only for cases of actual sickness.
- C. Sick leave will be paid only if the employee makes every reasonable effort to notify his department head before the start of his scheduled day of work.
- D. In each case of a request for sick leave, the employee will be requested to sign a statement of request.
- E. The department head may require a doctor's certificate in addition to the employee's statement provided such requirement is reasonable under the existing circumstances. Such a requirement shall not apply to short sick leaves of one or two days unless such leaves are habitual in nature.
- F. A retiring employee shall receive one-half (½) of his accumulated sick leave based on average hourly straight-time rate at the time of retirement.

ARTICLE VIII

HEALTH AND SAFETY

All legal obligations and duties imposed by law upon the Employer for the preservation of life and property shall be complied with to the fullest extent.

- A. The employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property.
- B. When, in the opinion of an employee of the Union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered a proper subject for grievance to be taken up pursuant to the regular grievance procedure.

ARTICLE IX

GRIEVANCES

Section 1

The Union shall be entitled to form a Grievance and Negotiation Committee of two (2) members.

Section 2

Meetings of the Grievance Committee may be called at any time at reasonable intervals by the Chairman of the Grievance Committee and the City Manager and/or Personnel Director.

The Grievance and Negotiation Committee members shall be compensated by the City at their proper rate of pay for all working time lost in adjusting grievances or in contract negotiations.

Members of the Grievance and Negotiation Committee shall not in any way interfere with or interrupt any operations of the City and shall obtain permission from the Public Safety Director or his designee before engaging in any grievance or union activities during their working time. The Public Safety Director or his designee shall not refuse permission unless in his judgment said activities will interfere with or interrupt any operations of the City or its Police Department. Except during formal contract negotiations, no more than one person shall, after obtaining said permission, engage in any of said activities during their working time.

Section 3

A grievance is defined as any dispute between the parties hereto or between the City and any employee covered by this Agreement concerning the meaning or application of any provision of this Agreement.

Section 4

Step I - Any employee having a grievance shall take the matter up informally with the Public Safety Director or his designee, with one member of the Grievance and Negotiation Committee being present at the option of the employee.

Step II - If Step I does not effect a settlement no later than fifteen (15) calendar days after the fact occurred which gave rise to the grievance or no later than fifteen (15) calendar days after the grievant or the chairman of the committee shall have reasonably known of such facts, whichever is later, the grievance shall be reduced to writing by the committee chairman and a copy given to the Public Safety Director. The Public Safety Director or his designee, together with the employee and a member of the committee, shall meet within seven (7) calendar days to discuss and attempt to resolve the matter.

Step III - If Step II does not effect a settlement no later than seven (7) calendar days after the conclusion of the meeting, the committee chairman shall present the written grievance to the City Manager or his/her designee. Upon the request of either party, the parties shall meet to discuss the grievance. Within seven (7) calendar days after presentation of the grievance to the City Manager or his/her designee or the date of such meeting, the City Manager shall submit to the committee chairman a written answer to the grievance.

Section 5

If the decision or determination in Step III is not satisfactory, either party shall, not later than thirty (30) calendar days after said decision or determination, have the right to submit the matter to arbitration. A request for arbitration must be in writing with a copy to the other party. The request for an arbitrator may be submitted to the Federal Mediation and Conciliation Service. Its rules shall be governing as to procedures.

The arbitrator shall have no power to alter, modify, or amend any provisions hereto. The arbitrator shall have no power to substitute his judgment for that of the City nor shall he have the power to overrule a decision of the City unless the City's judgment or decision is contrary to the express provisions of this Agreement. No grievance shall be considered if not filed or processed within the time limits set forth in this Article.

Section 6

The cost of such arbitration shall be borne equally by the City and the Union, and the decision of the arbitrator shall be final and binding on both parties.

Section 7 – Grievances

In all steps of the grievance procedure described above, either the City or the Union shall have the right to specify that the aggrieved employee or his supervisor or both be called in to discuss the details of the grievance in the presence of the proper representatives of both the City and the Union.

ARTICLE X

WAGES, JOB CLASSIFICATIONS, SHIFT PREMIUMS

Section 1

Attached to and forming a part of this Agreement is a list of job classifications and wage rates (Schedule A).

Section 2

Starting and quitting times and the length of the work day shall be determined by the City. Changes in such times will be discussed with the Union, if the Union requests, and will not be implemented until a twenty-eight (28) day notice is given to the Union. Shift durations may not be changed more often than once every six (6) months; and such changes may not be arbitrary, capricious, or unreasonable.

Section 3 - Establishment of New Jobs

It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established or when changes in an existing job have resulted in a substantial change in the duties of same, the City will set a rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below.

- A. When the City establishes a rate for a new job and places it in effect, the Union shall be notified in writing as soon as practical; and the rate shall remain in effect at least thirty (30) calendar days, whereafter the Union may request negotiation of the rate.

- B. The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the rate was put into effect. If the Union fails to take the required action within the time limits specified in the Grievance Arbitration Procedure, the rate established by the City shall not be subject to change for the remaining term of this Agreement. If at any time the Union feels that a new job has been created and has not been established and classified by the City or that the duties of existing jobs have changed substantially, the Union may take this up pursuant to the grievance procedure.

Section 4

Payment of wages shall be made bi-weekly on Thursday, unless a holiday, in which event wages shall be paid on Friday.

ARTICLE XI

LONGEVITY BENEFITS

Employees of the City of Alpena will receive longevity pay in accordance with the following rules and regulations.

All longevity pay determinations shall be based on six-month periods, July 1 to December 31 and January 1 to June 30. References to "specific six-month periods" shall refer to either of those six-month periods. All anniversaries shall be computed on the basis of the next July 1 or January 1 following the true anniversary.

1. 2% of base pay on completion of 8 consecutive years of service and 2% (making a total of 4%) of base pay on completion of 15 consecutive years of service and an additional 2% (making a total of 6%) of base pay on completion of 20 consecutive years of service.
2. Temporary or part-time employment shall not accumulate for longevity time.
3. Longevity payments will be received in the week preceding December 1 and the week preceding June 1. All payments for longevity shall be paid in separate checks.
4. To qualify for the December 1 payment, the necessary years must have been accumulated by the preceding July 1. In case the employee leaves the service of the City prior to December 1, the payment shall be paid on the date of separation.
5. To qualify for the June 1 payment, the necessary years must have been accumulated by the preceding January 1. In case the employee leaves the service of the City prior to June 1, the payment shall be paid on the date of separation.
6. If an employee dies while in the employ of the City, the designated beneficiary of his life insurance shall be entitled to prorated longevity payments.
7. An employee who retires from the service of the City shall be entitled to prorated longevity payments.
8. In the event that an employee leaves the employment of the City for their own convenience and at a subsequent time returns to employment by the City, such employee shall start as a new employee and shall not be entitled to any of the benefits granted by this Article for prior services.

9. Unpaid interruptions of employment accumulating to twenty-two (22) eight (8) hour work days in any specific six-month period or thirty (30) consecutive calendar days in any specific six-month period shall void the longevity payment for that period.

The same rule shall apply in computing length of service to determine initial eligibility for longevity pay.

For the purposes of this section, an unpaid interruption of employment shall mean any case in which the employee is not receiving any type of compensation from the employer either in the form of wages or benefits. Worker's Compensation leaves shall not be considered as an unpaid interruption of employment. Employees on Worker's Compensation shall receive seniority for longevity purposes: however, after absence from employment for more than six (6) consecutive months, the employer shall not be bound to make longevity payments.

Case I Employee "X"

- October 1, 1955 - Started work
- October 1, 1963 - 8th Anniversary
- June 1, 1964 - First payment due

Case II Employee "Y"

- May 1, 1953 - Started work
- May 1, 1961 - 8th Anniversary
- December 1, 1961 - First payment due

Case III Employee "Z"

- August and September, 1963 - 35 days unpaid leave
(Rule 9)
- December 1, 1963 - First payment due
- June 1, 1964 - No payment due. In addition, the specific six-month period from July 1 to December 30 of 1963 is stricken from accumulated time toward 15-year longevity increase.

ARTICLE XII

FUNERAL LEAVE

Upon notifying the department head, an employee may be absent from work without loss of pay upon the occurrence of a death in the employee's immediate family as follows:

- A. Up to three (3) consecutive working days in the unlimited discretion of the employee for the death of his wife or husband, child, father, mother, father-in-law, mother-in-law, sister, brother, or other close relative who lives in the employee's household.

- B. Up to one (1) working day for the death of a brother-in-law, sister-in-law, grandparents, or grandchildren.

ARTICLE XIII

RETIREMENT PLAN

Section 1

During the lifetime of this contract, the current pension program provided for the employees in this bargaining unit shall remain in effect except as amended herein.

The pension program covering employees in this bargaining unit shall be amended to provide that employees with thirty (30) years of service will be eligible to retire regardless of their age. The pension program shall also be amended to provide an optional annuity withdrawal at time of retirement with a corresponding actuarial reduction in the pension calculated so that no cost to the pension system results from such annuity withdrawal. Such actuarial calculation shall utilize reduction factors based upon variable rates of assumed investment return which reflect current investment conditions such as rates established by the Pension Benefit Guaranty Corporation or other appropriate market rates. In the event that the Pension Benefit Guaranty Corporation no longer provides the rates of assumed investment return, the parties agree to meet and decide upon a provider/method for the rates which would not represent a cost to the City of Alpena or the Retirement System.

Section 2

The City shall compute the pension payable upon retirement at 2.5% of an employee's annual final average compensation (FAC) multiplied by the employee's number of years of credited service. The FAC shall be determined by an employee's highest three years of compensation out of his last five years. Each employee shall make a contribution to the Retirement Plan through payroll deduction of 6 percent (6%) of earnings.

Section 3

The City will offer two (2) "457" deferred compensation plans, and each July the City will pay into one of the two plans on behalf of each participating employee an amount equal to two percent (2%) of the employee's straight-time regular wages in the prior contract year.

ARTICLE XIV

INSURANCE

Section 1

The City shall provide coverage with health, life, optical, and dental benefits as outlined in the attached Schedule C with the provision that the face amount of the life insurance coverage shall be \$25,000. The City shall have the right to select a method of providing the benefits required whether through a carrier chosen by the City or by self-insurance. Once the City has decided to change insurance carriers or go with self-insurance, the City will provide the Union with notice and an opportunity to meet and discuss the implementation of the change.

Section 2

The City shall continue to pay one hundred percent (100%) of the cost of health insurance as provided for in Article XIV, Section 1, for all future retirees. The Employer will pay the first 5% of any premium increase in each year after the employee retires. Any increase above 5% in the year will be paid by the retiree. Upon a retiree's sixty-fifth (65th) birthday (except those provided for below), the retiree may continue at his own cost to remain in the City's health insurance group if this is permitted in the policy with the insurance carrier.

Employees who were hired by the City before April 1, 1986, and subsequently retire from the City and who at age 65 do not have forty (40) quarters of Social Security Medicare coverage will be eligible for the health insurance provided in Section 1 with the City paying 100 percent (100%) of the premium with annual premium increases as provided for above.

Section 3

Active employees who are eligible for health insurance coverage provided by the City may elect to not be covered. Such employees who were not covered during the prior contract year shall receive a payment from the City in June of eight hundred dollars (\$800.00); this amount shall be prorated so that sixty-six dollars and sixty-seven cents (\$66.67) shall be paid in June for each month the eligible employee chose not to be covered by the City-provided health insurance in the preceding contract year.

ARTICLE XV

OTHER CONDITIONS OF EMPLOYMENT

Section 1

The following police uniforms and equipment will be furnished by the City in alternate years and ordered by August 31 of each year.

A. Uniforms and Components

1 summer hat	1 sweater
1 winter hat (fur)	1 name plate
1 winter jacket	1 "Sam Browne" belt
1 spring jacket	1 holster
1 rain coat	1 handcuff case
1 hat badge	1 ammo pouch
1 shirt badge	1 helmet
1 coat badge	Belt keepers
4 short sleeve shirts	Collar insignia
4 long sleeve shirts	Chain and whistle
4 pair of pants	1 pair fatigue pants
1 necktie	1 fatigue shirt
1 tie bar	1 fatigue cap
1 pair duty shoes	1 pair duty boots

B. Equipment

1. 1 duty handgun
2. 1 secondary handgun
3. 1 set of handcuffs

4. Other defensive implements as authorized and issued by the Employer.
5. Ammunition to be provided by the City for all issued Department firearms for duty use and for all authorized qualification/training programs.
6. Ballistic softbody armor.
7. Other equipment as authorized and issued by the Employer shall be provided with the cost of such being borne by the Employer.

Such uniforms, components, and equipment shall be replaced on an as-needed basis. The Employer, upon receiving a request for replacement, shall make the determination as to or not to replace or repair the item(s) submitted.

C. Equipment To Be Replaced As Needed

1 cap badge, 1 police badge, 1 revolver, 1 holster, 1 Sam Browne belt, 1 handcuff case, 1 pair of police handcuffs, 1 cartridge case, 1 police baton, 1 police billy club, 1 police whistle, ammunition (as expended in the line of duty), 1 raincoat, and 1 police helmet.

D. Plexiglass partitions and shotgun racks shall be provided in all police cars. All new police vehicles shall be equipped with remote-controlled mirrors, spotlights, and air conditioning.

E. Snub nose revolvers will be provided as a second gun and will be carried at all reasonable times. Ballistic nylon softbody armor will also be provided to all employees for their personal safety.

F. The uniforms and equipment shall remain the property of the City and when any member of the department is discharged, retires, or resigns from the Department, all articles furnished by the City shall be returned to the City subject to normal wear. Final pay shall be withheld by the Finance Department until all such property and equipment have been turned in or otherwise accounted for.

Section 2

In general, employees will not be required to use their personal cars for police duty; but in the event that they are so required, they shall be reimbursed for mileage at the same rate as is paid to other City employees who use their personal cars to perform City services.

Section 3

Whenever an employee is discharged or suspended, the City shall immediately notify the Union President orally that such action has been taken. Said notice shall be reduced to writing within twenty-four (24) hours and forwarded to the Union representative.

Section 4

In the event an employee or employees are selected by this Union or any labor organization with which this Union is affiliated to perform any task or attend any meetings or seminars which necessitate a leave of absence, the employee or employees shall be granted such leave of absence without pay or loss of seniority provided such action does not unduly impair the efficiency of the Police Department.

Section 5

The City will provide an adequate bulletin board to be used by the Union provided, however, that each notice or other matter to be posted shall have the approval of the Public Safety Director. Notwithstanding the above restriction, the Union shall have the right to post without approval notices of Union meetings, Union elections, and the results of same, and Union recreational and social events.

Section 6

Union representatives may visit the department at reasonable times during the working hours but shall not hinder or interfere with the progress of work.

Section 7

Auxiliary police officers will only be used in emergency situations when regular police officers are not available and additional help is needed.

Section 8 - Leaves of Absence

An employee with five (5) or more years' seniority may, for good cause, and with the approval of the Public Safety Director, be granted a leave of absence without pay for not more than thirty (30) consecutive days. An employee absent on such leave who engages in other employment or who fails to report for work on or before the expiration of the leave will be considered as having quit. Such leave will not be granted in conjunction with the employee's vacation period.

Section 9 - Gunnery Practice

The City shall provide opportunity for individuals to participate in gunnery practice on regular duty hours. Each member of the unit shall be required to fire for record at least two (2) times each calendar year.

Section 10

There shall be two (2) officers assigned whenever a prisoner is transported outside the City of Alpena, and there may be two (2) officers assigned to transport a prisoner within the City dependent upon the existing circumstances.

Section 11

Employees shall be entitled to all expenses and working time involved outside the City. This shall be interpreted to mean that an employee shall get paid for his regular shift and for all working hours exceeding such shift. The applicable overtime provisions of this Agreement shall apply to all such hours. The determination of staying overnight shall rest with the Public Safety Director.

Section 12 - College Books and Tuition Aid

To be eligible for tuition and books paid for by the City of Alpena, an employee must be a full-time police officer of the Alpena Police Department and enrolled in an undergraduate program offered at Alpena Community College. The employee's program of study shall lead to a degree in law enforcement. An employee **shall not** attend classes while on duty.

- A. Employees electing to take courses at Alpena Community College that would lead to an undergraduate degree in law enforcement shall obtain prior approval from the Public Safety Director or his designee.
- B. The City will reimburse the employee one hundred percent (100%) for textbooks and tuition for courses approved by the Public Safety Director or his designee if the employee receives a semester grade of 2.0 or above on a 4.0 scale.

- C. Tuition and costs of textbooks will be reimbursed to those who are undertaking correspondence or extension courses offered through Alpena Community College that would lead to an undergraduate degree in law enforcement, provided said employee receives a semester grade of 2.0 or above on a 4.0 scale.
- D. The City will not incur any costs for textbooks and tuition when educational costs will be fully paid by someone other than the employee such as units of government, other organizations, or by tax credits on an employee's federal or state income tax returns.

Section 13

Court time and pay for court appearances shall be paid as provided for in Schedule B (which is attached to and made a part of this Agreement) and Article V, Section 4.

Section 14

The City shall furnish the Union President and the Police Officers Labor Council Representative with an official copy of the rules and regulations of the Alpena Police Department along with any changes thereto. The Union shall have recourse through the grievance procedure on the reasonableness of any rules and regulations.

Section 15 - Dry Cleaning Allowance

All employees covered by this Agreement shall receive an annual dry cleaning allowance of one hundred fifty dollars (\$150.00) per year payable in two (2) equal installments at the same time as longevity payments. Employees who are regularly assigned to work in plain clothes shall receive a clothing allowance of two-hundred dollars (\$200.00) per year except the Detective Lieutenant who shall receive three-hundred dollars (\$300.00) per year.

Section 16

On polygraph examination trips, two police officers will be required when the subject is in custody; when the subject is a female and there is no responsible female to accompany subject on the trip; when the subject is charged with murder, manslaughter, robbery, aggravated or felonious assault, or assaulting a police officer and the subject is not in custody; and when the subject is known to be violent in nature. On all such trips every effort will be made to utilize the officers who are investigating the case involved.

Section 17

With exception of a department emergency situation, no officer will work more than sixteen (16) hours of regular patrol duty. This excludes court time, investigative time, stakeouts, etc.

Section 18

All references to the masculine gender shall be construed to include both the masculine and feminine genders.

Section 19

All members of the bargaining unit shall, as a condition of employment, reside within a fifteen (15) mile radius of the Alpena Public Safety Facility.

ARTICLE XVI

BARGAINING

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, the City and the Union 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 by 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 that they negotiated or signed this Agreement.

ARTICLE XVII

DURATION AND RENEWAL

This Agreement shall be binding on the parties hereto and their successors and administrators. The terms of this Agreement shall become effective as of July 1, 1998, except as otherwise noted and shall continue in effect until June 30, 2002. The Agreement shall then be automatically renewed for additional periods of one (1) year at a time unless either party shall notify the other at least one hundred twenty (120) days before the expiration date of its desire to change, modify, or terminate the Agreement.

Signatures

Dated at Alpena, Michigan, this 27th day of NOVEMBER, 1998.

FOR THE CITY OF ALPENA

Camille Neuhowski
MAYOR
Deanna Hammisquist
CITY CLERK/TREAS

FOR THE POLICE OFFICERS LABOR COUNCIL,
ALPENA POLICE SUPERVISORY DIVISION

John J. Ludwig
Joseph Paul Bach
IAE

SCHEDULE A

CLASSIFICATIONS AND RATES OF PAY

The wage schedule shall provide for the following increases beginning with the payroll period beginning closest to July 1:

<u>Classification</u>	<u>7/1/98</u>	<u>7/1/99</u>	<u>7/1/00</u>	<u>7/1/01</u>
Sergeant	\$16.61	\$17.27	\$17.91	\$18.45
Detective Lieutenant	\$17.09	\$17.77	\$18.44	\$18.99

SCHEDULE B

COMP. TIME

As to court time and pay for court appearance(s) and/or overtime, the police officer shall make a final election when checking in (on time card) to note if money is to be received or he will bank compensated hours in exchange and substitution for direct payment for the court appearance(s) and/or overtime. This will be recorded on the time card and a separate record kept by the Public Safety Director.

- A. The employee taking compensated time off would be charged against his banked compensation hours for the amount of pay necessary to be paid for his replacement. Example: If replacement employee was paid time and one-half, the employee taking the compensated time off would be charged twelve (12) hours for replacing employee's eight (8) hours on duty.
- B. This compensated time cannot be used for retirement purposes.
- C. The police officer would receive no overtime qualification for compensated time off.
- D. Accumulated compensatory time shall be limited to a total of sixty (60) hours banked.
- E. The number of employees off for any given period shall be controlled by the Public Safety Director. The Public Safety Director shall determine whether, in his discretion, to bring in a replacement or not to fill a shift.
- F. The request for time off shall be made not less than seventy-two (72) hours in advance and subject to the Public Safety Director's approval.
- G. If several police officers request the same day so that it cuts into manpower for the particular day, the police officer who submits the earliest request would have priority for such day subject to all of the above qualifications.
- H. Members of this bargaining unit shall be permitted to utilize Comp. hours in increments of hours at a time. Such use shall be subject to the provisions of Schedule B of the Labor Agreement. Further, such hours shall be contiguous to the beginning or ending of the shift period and such requests shall be for a minimum of two hours.

SCHEDULE C

INSURANCE COVERAGE

A. Life Insurance.

\$25,000 per employee.

\$2,000 per retired employee for any employees retiring after July 1, 1981.

B. Medical Insurance.

PPO, Option I with DC Rider, \$5.00 Office Visit Co-pay; \$25 Emergency Room Co-pay; 20% Co-pay on Mental Health and Substance Abuse; \$5.00 Prescription Co-pay with mail-order provisions and Non-generic provisions; and Vision Care Coverage shall cover all employees during their first year of service and all employees and their eligible dependents thereafter. Riders S and SD, if used, cost paid by employee.

C. Dental.

Deductible: \$25.00 per individual with a family limit of \$50.00.*

Benefit: 100% of Covered Dental Expenses for Type I services;
85% of Covered Dental Expenses for Type II services;
50% of Covered Dental Expenses for Type III services.

Maximum Benefits: \$1,000 for all expenses in any one calendar year except orthodontic expenses. This maximum applies separately to each insured family member.

\$500 for lifetime orthodontic expenses of children under age 19.

*The deductible is waived in Type I services.

MEMORANDUM OF UNDERSTANDING

It is hereby agreed between the City of Alpena and the Fraternal Order of Police, Labor Council, Alpena Supervisory Unit, that:

Reference Article 7, Section 5, of the Agreement between the City of Alpena and the Fraternal Order of Police, Alpena Supervisory Unit, the D.A.R.E. Officer will be able to select his vacation independent of others during the school year. When school is not in session during the summer, the D.A.R.E. Officer will select his vacation according to the provisions of the Agreement.

Dated this 17th day of September, 1990.

For the City:

W. E. LaHaie
Mayor

Alan L. Bakalarski
City Clerk

Roger J. Anderson
Chief of Police

For the Union:

John J. Ludwiczak

Thomas E. Kreis

MEMORANDUM OF UNDERSTANDING

IT IS HEREBY UNDERSTOOD AND AGREED between the City of Alpena (Employer) and the Police Officers Labor Council (representing the members of the Alpena Police Command Officers Association) that Schedule C, subparagraph "B" be amended to read as follows:

B. Medical Insurance

PPO, Option 1 with DC rider, \$5.00 Office Visit Co-pay, \$25 Emergency Room Co-Pay, 20% Co-pay on Mental Health and Substance Abuse, Preferred RX Drug \$5.00 Co-pay with MOPD, PCD, PDCM, and Vision Care Coverage shall cover all employees during their first year of service and all employees and their eligible dependents thereafter. Riders S and SD, if used cost paid by employee.

All other provisions of Schedule C and the Collective Bargaining Agreement shall remain unchanged and in full force and effect.

This Memorandum shall be attached to and become a part of the current Collective Bargaining Agreement.

DATED THIS 30th DAY OF NOVEMBER, 1998

FOR THE CITY OF ALPENA:

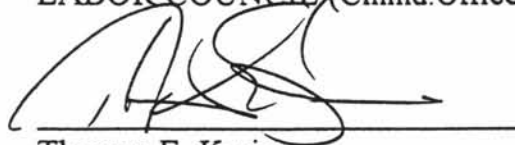


Alan L. Bakalarski
City Manager

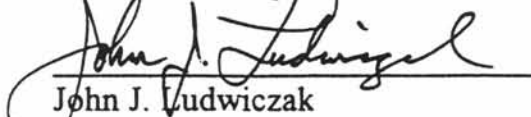


Donna Hammerquist
City Clerk/Treasurer/Finance Director

FOR THE POLICE OFFICERS
LABOR COUNCIL (Cmmd. Officers)



Thomas E. Kreis
POLC Field Representative



John J. Ludwiczak
Union President