

4458

3/31/2001

AGREEMENT

between

City of Charlevoix

and

Police Officers  
Labor Council

*Charlevoix, City of*

April 1, 1998 - March 31, 2001

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## A G R E E M E N T

THIS AGREEMENT entered into this 5 day of November 1998, by and between the CITY OF CHARLEVOIX, hereinafter referred to as the Employer, or City, and the POLICE OFFICERS LABOR COUNCIL hereinafter referred to as the Union.

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions that shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the City's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its full-time police officers and firemen with respect to wages, hours and other conditions of employment in the Fire and Police Departments, excluding the Fire Chief and Police Chief.

Section 1.2. Union Activity. The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours or on City premises.

### UNION SECURITY AND CHECK OFF

Section 2.1. Union Membership.

(a) It is understood and agreed that all present employees covered by this Agreement, who are members of the Union, shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee

equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All employees covered by this Agreement and who are hired after the effective date thereof shall become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union upon the completion of their probationary period.

(b) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason or mistake of fact which were in the control of or responsibility of the Union.

Section 2.2. Union Dues. For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by state law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the Employer by the Financial Secretary within fifteen (15) calendar days thereafter.

The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union or by reason of the Employer's compliance with the provisions of this Section.

#### MANAGEMENT RIGHTS

Section 3.1. Management Rights.

(a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Council,

all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, 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 to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish, modify or discontinue classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct and determine the work force including the hours of work; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees through evaluations or other means; to establish training requirements for purposes of maintaining or improving the skills of employees and for advancement. All such rights are vested exclusively in the Employer.

(b) The Employer shall also have the right to suspend, discipline or discharge employees for just cause; transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as expressly abridged or modified by this Agreement, all of the rights, power and authority possessed by the Employer are retained by the Employer and remain within the rights of the Employer.



## GRIEVANCE PROCEDURE

Section 4.1. Grievance Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement during the term of this Agreement.

Section 4.2. Grievance Steps. All grievances shall be processed in the following manner:

Step 1. Verbal Procedure. An employee who has a complaint must submit his complaint orally to his immediate supervisor or designee within five (5) working days after the occurrence of the event upon which the complaint is based. The immediate supervisor or designee shall give the employee an oral answer to his complaint within twenty-four (24) hours.

Step 2. Written Procedure. To be processed under this grievance procedure, a grievance must be reduced to writing by the steward (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the Chief within ten (10) working days after the occurrence of the event upon which it is based. The Chief shall give a written answer to the steward within five (5) working days after receipt of the written grievance. If the answer is satisfactory, the steward shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy retained by the Chief. If the answer is unsatisfactory, the steward shall so indicate on the grievance form, thereby appealing the grievance to the Third Step.

Step 3. If the grievance has not been settled in Step 2 and if it has been appealed to Step 3, the steward shall communicate with the City Manager in writing within five (5) regularly scheduled working days after receipt of the Step 2 answer for the purpose of establishing a Step 3 grievance meeting. If such written request is made, the City Manager and/or his designated representative shall meet with the Union representatives, not to exceed two (2) employees, within seven (7) working days thereafter to discuss the grievance. A written Step 3 answer to the grievance shall be given to the Union within five (5) regularly scheduled working days after such meeting. If the answer at this stage is satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled

retained by the Union and one (1) by the City Manager. If the answer is unsatisfactory, the Union may appeal the grievance to arbitration as set forth in Section 4.3.

Section 4.3. Arbitration Request. The Union may appeal the Employer's decision to arbitration on any grievance that is arbitrable by giving the Employer written notice of its desire to arbitrate within thirty (30) calendar days after receipt of the Employer's last answer.

Section 4.4. Selection of Arbitrator. If a timely request for arbitration is filed by the Union during the term of this Agreement, the parties shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Union and the Employer. Each party shall pay the expenses, wages and any other compensation of its own non-employee witnesses and representatives.

Section 4.5. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit; provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 4.6. Time Limitations. The time limits established in this Grievance and Arbitration Procedure shall be followed by the parties and employees hereto. If the Union fails to present a grievance in time or advance it to the next step in a timely manner, the grievance shall be considered settled. If the Employer fails to follow the time limits, the grievance shall

automatically advance to the next step, including arbitration upon notice. The time limits may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturday, Sunday and recognized holidays shall be excluded from the time periods specified in the Grievance and Arbitration Procedure.

### DISCIPLINARY PROCEDURE

Section 5.1. Just Cause. The Employer agrees that all discipline shall be for just cause. Minor offenses, those punishable by oral or written reprimand, shall be treated with progressive discipline so that an officer will have the opportunity to correct his 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 City or Department. Major offenses shall be defined as any violation of any Department rule which carries a penalty of disciplinary suspension without pay or discharge for the first offense. Penalties for major offenses shall be given in writing stating the infractions. Any employee who is to receive a disciplinary suspension or discharge may have his steward present. A grievance which involves a disciplinary suspension or discharge may be initiated at Step 3 of the Grievance Procedure. Written reprimands will not be used in determining disciplinary penalties after two (2) years from date or similar infractions during such period.

Oral reprimands may have written documentation, but shall be kept in a file separate from the employees' personnel file. They shall be removed from the file after one (1) year of the date of issue, provided that the Employee maintains a record free of similar infractions during such period.

Section 5.2. Forum Waiver. In consideration of the arbitration procedure provided herein, an employee who has his disciplinary grievance submitted to arbitration hereby waives, on behalf of himself and the Union, the right to participate in any other hearing provided by the City Charter, Civil Service or Veteran's Preference. An employee or the Union who participates in any other proceeding, hereby waives the right to proceed to arbitration under this Agreement. The intent of this waiver is to avoid multiplicity of forums.

## NO STRIKE - NO LOCKOUT

Section 6.1. The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The Employer agrees that during the same period there will be no lockouts.

Section 6.2. 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 discretion of the Employer. However, it is understood and agreed that the question as to whether an employee's conduct is such as is prescribed by this Section may be processed under the Grievance Procedure starting at the Second Step thereof, provided a written grievance is presented to the City Manager within five (5) calendar days after the date upon which the employee was disciplined or discharged.

## SENIORITY

Section 7.1. Seniority Definition. Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he has not quit, retired or been discharged.

Section 7.2. Probationary Period. All new police employees shall be probationary employees until they have actually worked two thousand eighty (2080) regular straight-time hours. All new fire employees shall be probationary employees until they have actually worked two thousand nine hundred twelve (2912) hours. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service and without recourse to the Grievance and Arbitration Procedure. At the conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 7.3. Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be

posted on the appropriate bulletin board and updated as need dictates. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more of such employees have the same last name, the same procedure shall be followed with respect to their first name.

Section 7.4. Loss of Seniority. An employee's seniority and employment shall terminate:

(a) If he quits, retires or is justifiably discharged.

(b) If, following a layoff, he fails or refuses to notify the City of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer or, having notified the City of his intention to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

(c) If he is absent for three (3) consecutive regularly scheduled working days without notifying the Department Head prior to or within such three (3) day period of a justifiable reason for such absence.

(d) When he has not worked for the City due to a layoff or any other reason for a period of eighteen (18) or more consecutive months.

Section 7.5. Layoff Procedure. In the event the Employer deems it necessary to reduce the number of employees in the bargaining unit, it shall select the department(s) to be reduced and the classification within the department to be reduced. Employees with the least seniority in the selected classification and department shall be the first laid off, provided the remaining employees within the selected classification have the then present ability and qualifications to perform the work in the classification. Employees thus removed from their classification may exercise their seniority to displace the least senior employee in any lower paid classification within the department, provided they have the then present ability and qualifications to perform the work of the lower paid classification without trial or training. There shall be no bumping between departments.

## LEAVES OF ABSENCE

Section 8.1. Personal Leave of Absence. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days, which period may, for good cause, be extended, without pay and without loss of seniority, to an employee who has completed his probationary period; provided, in the judgment of the Employer, such employee can be spared from his work. The Employer shall not be arbitrary or capricious in his decision.

Section 8.2. National Guard/Reserve Leave. Leaves of absence without pay and without loss of seniority shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations or required tours of active duty. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders.

Section 8.3. Military Leave. A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence, without pay, for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and any other applicable laws then effective.

Section 8.4. Funeral Leave. In the event of a death in the immediate family of an employee, up to 3 working days with pay shall be allowed for personal matters relating to the death. Immediate family shall include: current spouse, children, stepchildren, mother, father, stepparent, sister, brother, mother-in-law, father-in-law and grandparents of employee or current spouse.

Section 8.5. Seniority During Leaves of Absence. 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 non-paid leave of absence unless otherwise specifically provided in one of the leaves of absence sections of this Agreement.

## PAID SICK LEAVE

Section 9.1. Sick Leave Credit. Each January 1, employees are credited with fifty-six (56) hours of sick leave which may be

used during the calendar year, but there shall be no carryover of unused days from year to year.

Section 9.2. Paid Sick Leave. Effective April 1, 1987, for employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in Sections 9.2 through 9.9.

Section 9.3. Sick Leave Accumulation. Permanent full-time employees upon employment shall be credited with three (3) days' sick leave and shall thereafter accumulate paid sick leave credits on the basis of one (1) day paid sick leave for each month of continuous service.

(a) For the purpose of determining the amount of paid sick leave earned by an employee, time spent on approved vacation leave, sick leave for which the employee was paid hereunder and approved leaves of absence for not to exceed three (3) months shall be considered as time worked.

(b) Unused paid sick leave credits may be accumulated from year to year up to a maximum of one hundred twenty (120) days.

Section 9.4. Sick Leave Eligibility. In order to qualify for sick leave payments, the employee must report to his department head or notify the City Fire Department not later than one (1) hour before his normal starting time on the first day of absence unless, in the judgment of the Employer, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible. All absences for which sick leave pay is desired regardless of the length of the duration of such absence, require the submission and approval of a "report of absence from duty" form before payment is made under these Sections.

(a) In the event of an absence of more than two (2) regularly scheduled working days or if the Employer has reason to believe an employee is misusing paid sick leave, the "report of absence from duty" form must be signed by the physician who attended the employee or dependent, unless under subsection (b) such signature is not required. If the physician's statement is required, it must state the cause for such absence, confirm the necessity for and before the employee resumes his normal duties, must state that the employee is physically able to return to and perform his job duties.

(b) The department head may waive the requirements of the physician's signature in subsection (a) above, provided he or the

employee's immediate supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the department head shall sign the "report of absence from duty" form in the space provided for the physician's signature.

(c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 9.5. Use of Accumulated Sick Leave. Qualified employees, subject to the provisions set forth in these Sections, shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

(a) When an employee's absence from work is due to a non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages (use of non-prescribed controlled substances) or was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.

(b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby he shall be entitled to utilize his unused paid sick leave credits to make up the difference between the amount of daily benefit to which he is entitled under such Act and the amount of daily salary he would have received in his own job classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay on an eight (8) hour per day basis.

Section 9.6. Emergency Leave. Qualified employees who furnish proof satisfactory to the Employer that a critical illness exists or a death has occurred within their immediate family may use accumulated paid sick leave for an emergency leave subject to the following limitations:

(a) Paid emergency leaves for critical illness of a member of the employee's immediate family shall be available only in case of such illness on the part of the employee's then current spouse, his child or parent.

(b) Paid emergency leave for the death of a member of an



employee's immediate family shall be available in the event of the death of the employee's then current spouse, child, brother, sister, parent, grandparents, mother-in-law or father-in-law, step-parents and step-children. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this subsection. Paid emergency leaves under this subsection shall be limited to three (3) consecutive days, one of which shall be the day of the funeral, and to be eligible for pay therefor which shall not be deducted from unused accumulated sick leave benefits, the employee must attend the funeral. Additional days shall be granted without pay when extenuating circumstances warrant same.

Section 9.7. Sick Leave Bank. When an employee in the Police Department uses one (1) day of sick leave, he shall have eight (8) hours deducted from his yearly bank. When an employee in the Fire Department uses one (1) day of sick leave, he shall have eleven (11) hours deducted from his yearly bank. Sick leave shall be used in increments of not less than one-half (1/2) day.

Section 9.8. Sick Leave Pay Out. If and when an employee quits or is discharged from his employment, any unused accumulation of paid sick leave shall be canceled. When an employee retires under the City's retirement program, he shall be entitled to be paid one-half (½) of his accumulated unused paid sick leave as of the date of retirement up to a maximum of forty (40) days. If an employee who has quit, retired or been discharged from his employment is subsequently rehired, such employee shall, as any other new employee, accumulate paid sick leave credits as set forth in Section 9.3. In the event an employee is laid off from work, he shall, upon his return to work, be credited with all of his unused sick leave credits that he had prior to his layoff.

Section 9.9. Pro rata Sick Leave Allotment. Employees who are employed after January 1 of any given year shall receive a pro rata sick leave allotment for that year on the basis of one-twelfth (1/12) the annual amount per month.

**Effective January 1, 1999, adopt the following new sick leave program and delete and discontinue Sections 9.1 through Section 9.9 and replace with the following wording:**

#### **SICK LEAVE AND SHORT-TERM DISABILITY PROGRAM**

Section 9.1. Sick Leave Credit. On January 1<sup>st</sup> of each year, an employee who has completed the probationary period whose regular schedule is 40 hours per week, will be credited with 56 hours of

paid sick leave and may accumulate up to a maximum of 112 hours. If the number of unused paid sick leave hours available from the previous year combined with the 56 hours credited for the new year exceeds 112 hours, then the employee shall be paid for those hours in excess of 112 at one-half of the employee's regular hourly rate of pay. On January 1<sup>st</sup> of each year, an employee who has completed the probationary period, whose regular schedule of work is 56 hours per week, will be credited with 78.4 hours of paid sick leave and may accumulate up to a maximum of 156.8 hours. If the number of unused paid sick leave hours available from the previous year combined with the 78.4 hours credited for the new year exceed 156.8 hours, then the employee shall be paid for those hours in excess of 156.8 at one-half of the employee's regular hourly rate of pay. For probationary employees, after actually working for 3 months, employees whose regular schedule is 40 hours per week shall be credited with 16 hours of paid sick leave and thereafter shall accumulate 4 hours each month for the remainder of the probationary period, and employees whose regular schedule is 56 hours per week shall be credited with 22.4 hours of paid sick leave and thereafter shall accumulate 5.6 hours each month for the remainder of the probationary period. After an employee completes the probationary period, any further accumulation of sick leave through the end of that calendar year shall be prorated based on 4.7 hours per month for the 40 hour schedule and 6.5 hours per month for the 56 hour schedule (Example: 40 hour schedule with 2 months remaining is  $4.7 \times 2 = 9.4$  hours).

(a) All earned and unused sick leave accumulated prior to the effective date of this new sick leave program provided in this section shall be frozen in a separate account for the employee. The employee shall use such accumulated sick leave prior to drawing benefits from the City's self-insured short-term disability program. Employees who retire under the City's retirement program shall be paid one-half of his accumulated unused sick leave up to a maximum of 40 days. Any payout of frozen sick leave credits shall be at the rate of pay the employee was receiving on the day preceding the effective date of this agreement.

(b) For conversion purposes in freezing accumulated sick leave, a "day" shall equal 8 hours for employees in the Police Department working a 40 hour work week, and for Fire Department employees working a 56 hour work week, a "day" shall equal 11.2 hours.

Section 9.2. Use of Accumulated Sick Leave Credits. Sick leave may be used at a minimum of one-half hour increments under the

following conditions:

(a) When an employee, because of an illness or injury that is non-compensable under the Michigan Worker's Compensation Act, is unable to regularly and safely perform the requirements of his job classification, the employee shall be granted a leave of absence with pay at his regular hourly rate for each hour lost from his normal work schedule, up to his maximum accumulated sick leave credits. Such lost hours and pay shall be deducted from his accumulated sick leave credits.

(b) When an employee's absence from work is due to an illness or injury that is compensable under the Michigan Worker's Compensation Act, after the first day of absence necessitated thereby, he shall be entitled to utilize his accumulated sick leave credits to make up the difference between the amount of weekly benefit he receives under said Act and the amount of salary he would have received in his own job classification had he worked his regular work schedule. In no case shall the employee utilize his accumulated sick leave credits beyond that which is necessary, so that when the supplement from accumulated sick leave is added to his worker's compensation benefits, the sum received would equal an amount that the employee would otherwise have received in take home pay had he worked his regular schedule.

(c) Subject to furnishing proof satisfactory to the Employer that a critical illness has occurred within the employee's immediate family, an employee may use his accumulated sick leave credits for an emergency leave subject to the following limitations:

1. Paid emergency leave for critical illness of the employee's immediate family is limited to such illness on the part of the employee's current spouse, children, or parent.

Section 9.3. Sick Leave Eligibility In order to qualify for sick leave payments, the employee must report to his department head or notify the City Fire Department not later than one (1) hour before his normal starting time on the first day of absence unless, in the judgment of the Employer, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible. All absences for which sick leave pay is desired, regardless of the length of the duration of such absence, require the submission and approval of a "report of absence from duty" form before payment is made under these sections.

(a) In the event of an absence of more than 2 regularly scheduled working days or if the Employer has reason to believe an employee is misusing paid sick leave, the "report of absence from duty" form must be signed by the physician who attended the employee or dependent, unless under subsection (b) such signature is not required. If the physician's statement is required, it must state the cause for such absence, confirm the necessity for the absence, and before the employee resumes his normal duties, must state that the employee is physically able to return to and perform his job duties.

(b) The department head may waive the requirements of the physician's signature in subsection (a) above, provided he or the employee's immediate supervisor has knowledge that the employee was ill to the degree that absence was required and that the attendance of a physician was not necessary. In such event, the department head shall sign the "report of absence from duty" form in the space provided for the physician's signature.

(c) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

Section 9.4. Short-Term Disability Program. The City agrees at its expense to establish and maintain for all eligible employees, a short term disability program, funded by self-insurance or by an insurance carrier at the City's selection, which shall provide weekly benefits equal to 100% of the employee's take home pay, which he was earning immediately prior to his disability, for a period beginning on the first day of an accident and the eighth day of an illness and thereafter not to exceed 26 weeks in any 12 month period, under the following terms and conditions:

(a) In order to be eligible for a short-term disability benefit, an employee must have one year of seniority prior to the date of his disability.

(b) The employee must have exhausted all accumulated sick leave credits.

(c) An employee's illness or injury must be non-compensable under the Michigan Worker's Compensation Act.

(d) The employee, as a result of a non-work related illness or injury, is unable to regularly and safely perform the requirements of his job classification, and such illness or injury is not attributable to the intemperate use of alcoholic beverages or use of non-prescribed controlled substances or was

not attributable to causes stemming from his employment or work in the service of another Employer or while acting in the capacity of a private contractor.

(e) If requested by the Employer, the employee shall furnish medical proof satisfactory to the Employer, that the employee is disabled as defined in sub-paragraph d above; authorize in writing that the Employer and its retained medical personnel may have access to his medical records; submit to such reasonable and necessary medical examinations regarding his fitness for duty. Such examinations shall be at the Employer's expense.

(f) Benefits provided herein shall be coordinated with Social Security benefits.

### PHYSICAL FITNESS

Section 10.1. Medical Examinations. The Employer reserves the right, without being arbitrary or capricious, to suspend or discharge employees who are not physically and/or mentally fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical or mental examination performed by a medical doctor of the Employer's choice, at the Employer's expense, reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain a physical or mental examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union.

### WORKWEEK

Section 11.1. The normal workweek for the Fire Department shall be an average of fifty-six (56) hours per week. The average workweek for the Police Department shall be forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of fifty-six (56) or forty (40) hours of work and the Employer may reduce the workweek if it deems the same necessary.

(a) An employee called in for duty prior to his regular shift or after his regular shift shall receive a minimum of two (2)

hours' pay at the rate of time and one-half (1-1/2) his hourly rate inclusive of court appearances which are job related.

(b) The Employer will further pay straight time for all off-duty time necessarily spent by an officer in signing complaints in the Prosecutor's Office or in the 90th District Court.

(c) There shall be no pyramiding of overtime.

### CLASSIFICATIONS AND WAGES

Section 12.1. The job classifications and the salary ranges therefor are set forth in Appendix "A" attached hereto and by this reference made a part hereof.

### EMPLOYMENT CONDITIONS

Section 13.1. Personnel Policies and Procedures. All current personnel policies and procedures applicable to the employees covered in this Agreement which are not altered by the provisions herein contained shall remain unaffected by this Agreement. However, said policies and procedures may be amended or changed by the City during the term of this Agreement. The Chief of Police may suspend to a maximum of ten (10) days. The City Manager may impose a penalty in excess of ten (10) days and may dismiss an Employee.

Section 13.2. Overtime Qualification - Police Officer. Time and one-half (1-1/2) a police officer's regular straight time hourly rate of pay shall be paid for all hours of work performed in excess of his regularly scheduled work day, but an employee must work a minimum of eight (8) hours in a work day to qualify for overtime or eighty (80) hours in a biweekly pay period. The Chief of Police will review overtime rosters quarterly and attempt to equalize the same.

Section 13.3. Overtime Qualification - Fireman. Time and one-half (1-1/2) a fireman's regular straight time hourly rate of pay shall be paid for all actual hours worked in excess of an average of one hundred twelve (112) hours in any biweekly pay period. For the purpose of this Section, a fireman's hourly rate shall be determined by dividing his annual salary by 2912 hours. In the event an act of law is enacted requiring the payment of overtime for less than fifty-six (56) hours per week, the Employer shall have the right to adjust the workweek in accordance with the requirements of said law and the applicable rate of pay therefor

shall be determined as set forth above.

### HOLIDAYS

Section 14.1. Recognized Holidays. The following days shall be recognized as holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day. A holiday shall be recognized on the calendar day on which it falls. Easter Sunday will not be considered a holiday, but Employee's working on Easter Sunday will be paid time and one-half (1-1/2) his straight time hourly rate for the hours so worked.

Section 14.2. Holiday Eligibility. To be eligible for holiday pay under this Agreement, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the day the employee was last scheduled to work immediately before the holiday and the day the employee was first scheduled to work after such holiday, except in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occurred during his regularly scheduled vacation or (2) to the fact that his absence on such day or days is of a nature which is compensable under this Agreement.

Section 14.3. Holiday Pay. Police Officers shall receive eight (8) hours and Firemen eleven and two-tenths (11.2) hours of pay at their regular straight time hourly rate for each paid holiday for which they do not work. When an eligible employee is required to work on any day celebrated as a holiday, he shall be paid time and one-half (1-1/2) his straight time hourly rate for the hours so worked and shall receive his regular pay for the hours so worked. For the purpose of Fire Department employees, a holiday shall be defined as that period of time between midnight to midnight the following day. Therefore, if an employee's regular work day starts at 8:00 a.m. on the day of the holiday and he comes off duty at 8:00 a.m. the following day, said employee shall receive time and one-half (1-1/2) for the actual hours worked on the holiday in addition to his regular straight time holiday pay. For the purpose of computing overtime, holiday pay shall count as hours worked.

Section 14.4. Holiday During Vacation. In the event a holiday occurs while an employee is on vacation, for which the employee would normally have received holiday pay, he shall be granted an additional day's vacation with pay.

Section 14.5. Personal Leave. Employees, except for Fire employees hired on or after 7-1-89, shall be compensated at their regular wage for three (3) personal leave days per calendar year. Fire employees hired on or after 7-1-89, shall be compensated at their regular wage for two (2) personal leave days per calendar year. Personal leave days must receive the prior approval of the Chief of Police or Fire, must be requested at least seven (7) days in advance, except in emergency situations, in which case a reason may be requested by the Chief, and said approval is always subject to the manpower requirements of the department as determined by the Chief. For Police employees, a personal day equals eight (8) hours. For fire employees, a personal leave day equals twenty-four (24) hours.

### VACATIONS

Section 15.1. Vacation Eligibility. Regular full-time employees who have completed twelve (12) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

(a) When an employee completes twelve (12) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation (forty [40] hours of pay for police and fifty-six [56] hours for fire employees), provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said twelve (12) months of continuous service.

(b) Employees who, as of the anniversary date of their last hiring date, have completed two (2) or more years of continuous service with the Employer shall be entitled to two (2) weeks of paid vacation.

(c) Thereafter, Police employees hired prior to 7-1-89 shall accrue additional paid vacation at the rate of one (1) day for each succeeding year until a maximum of twenty-five (25) days is reached during the seventeenth (17th) year of service. Police employees hired after 7-1-89 shall be limited to twenty (20) days - four weeks maximum vacation. Fire employees hired prior to 7-1-89 shall accrue additional paid vacation at the rate of one (1) day for each successive year until a maximum of twenty-one (21) days (7 weeks) is reached. Fire employees hired after 7-1-89 shall be limited to four (4) weeks maximum vacation. (See vacation schedule, Appendix B.)

Section 15.2. Vacation Scheduling. Vacation paychecks shall be



delivered to eligible employees on their last day worked prior to the start of their vacation, provided they make written requests therefor to the Payroll Department at least fifteen (15) calendar days in advance of the start of such vacation.

(a) The Department Heads shall determine the number of employees who can be excused from their departments for vacation purposes at any one time.

(b) No vacation time off shall be accumulative from year to year and no vacation pay will be paid in lieu of vacations, except in cases of extraordinary circumstances.

(c) Vacation time off shall not be for periods of less than one (1) week, unless otherwise approved by the employee's Department Head in writing.

(d) If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of that year, preference shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off. In the event an employee cancels his approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

Section 15.3. Summer Vacations. Vacations may be scheduled during summer with advance approval from the Chief.

Section 15.4. Vacation Accumulation. Vacations may be accumulative if the employee's request for vacation is denied by the Employer for its convenience and may be carried over to the following year. Denial for vacation in the summer months shall not be subject to this Section.

#### MISCELLANEOUS

Section 16.1. Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations not inconsistent with this Agreement. If a rule or regulation is established by the Employer, a written copy shall be served upon the Union five (5) days in advance of its implementation. The Union shall have ten (10) days after receipt of the rule within

which to file a grievance concerning the reasonableness of the rule or regulation.

Section 16.2. Bulletin Board. The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing pertaining to partisan politics or of a defamatory nature.

Section 16.3. Health Insurance. The Employer agrees, for the life of this Agreement, to provide fully paid health insurance to the bargaining unit employees. Further, the Employer reserves the right to change insurance carriers, including self-insurance, provided the benefits remain substantially equal to current benefits. Prescription drug co-pay shall be \$5.00 per prescription. Employee's who do not sign up for HMO or PPO coverage by 4/1/96, will be 25% of any increase in health insurance costs incurred after 4/1/96.

(a) For those employees who desire to participate in the City's dental plan, the City will contribute a maximum of forty two dollars (\$42.00) per month, per employee, toward the total premium cost of dental coverage for the employee and family. The City shall contribute up to twenty two dollars (\$22.00) per month for the employee and spouse and up to fourteen dollars (\$14.00) per month for single employee coverage.

(b) The Employer reserves the right to adopt a five dollar (\$5.00) co-pay prescription drug rider during the term of this Agreement.

Section 16.4. Life Insurance. The Employer agrees, for the life of this Agreement, to provide group life insurance benefits with AD&D to those employees who qualify therefor at standard insurance rates in the amount of twelve thousand five hundred dollars (\$12,500) with an insurance carrier or carriers authorized to transact business in the State of Michigan.

Section 16.5. Pension Plan. The Employer agrees to maintain the MERS C-1 Pension Program. Effective April 1, 1987, the Employer shall provide the MERS C-2 Pension Program (B-1 base). Effective April 1, 1992, the Employer shall pay into the Employer's current ICMA plan on behalf of each employee an amount equal to the employee's own contribution to the plan or one percent (1%) of the employee's gross wages, whichever is less. Effective April 1, 1996, the Employer will provide the MERS B-4 F 50-25 pension plan.

Section 16.6. Uniforms. For the life of this Agreement, the Employer will continue its practice regarding furnishing and cleaning uniforms.

Section 16.7. Residency. All employees who, as of March 17, 1977, resided outside the City of Charlevoix shall be permitted to remain outside the City limits for the duration of their employment. All employees hired after March 17, 1977, shall, as a condition of employment, reside within the geographical area that is co-extensive with the school district for the City of Charlevoix. Employees are at all times required to have on file with the Fire Department and/or Police Department their current residence address and telephone number.

Section 16.8. Captions. The captions used in each section are for the purpose of identification only and are not a substantive part of this Agreement.

Section 16.9. Gender. Reference to any gender shall apply equally to the other and vice versa.

Section 16.10. Agreement Copies. The City agrees to furnish a copy of this Agreement to each employee in the bargaining unit. The City further agrees to provide the necessary additional copies to the Union on a cost basis.

Section 16.11. Validity. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 16.12. Waiver. 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 rights or 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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 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.

Section 16.13. Liability Insurance - Civil/Criminal. The Employer agrees to maintain liability insurance for claims made against the City and its employers for acts arising out of and in the course and scope of their employment. Defense is provided in accordance with the terms and conditions of the current policy.

Section 16.14 Drug Free Workplace. The City of Charlevoix is committed to maintain a workplace free from drugs and alcohol. The City desires to have a workforce free from drug and alcohol abuse, and will offer their assistance through referral sources should rehabilitation become necessary. All employees are required to report for work fully able to perform their duties free from substance abuse. Employees whose actions indicate they are under the influence of drugs or alcohol will not be allowed to stay in the workplace. Manufacturing, selling, distributing, dispensing, purchasing, possessing or consuming alcohol or illegal drugs is absolutely prohibited and may be grounds for termination. This would include improper use of prescribed drugs in the workplace.

In compliance with the Drug Free Workplace Act, the City of Charlevoix requires all employees to abide by the conditions set forth here and further to notify the City Manager of any criminal drug statute conviction in the workplace, including on or off City premises while conducting City business, no later than 5 days after the conviction, allowing the City of Charlevoix to adhere to the reporting requirements of the law.

#### DURATION OF AGREEMENT

Section 17.1. Termination. This Agreement shall become

effective April 1, 1998 and shall remain in full force and effect until March 31, 2001, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

POLICE OFFICERS LABOR COUNCIL

CITY OF CHARLEVOIX

*Kenneth J. Nash*  
-----  
*Paul M. [unclear]*  
-----  
*Lt. E. Bennett*  
-----

*[Signature]*  
-----  
*Richard M. [unclear]*  
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Dated: 11/4/98

11/5/98

**APPENDIX "A"**  
**CLASSIFICATIONS AND WAGE RATES**

The following classifications and wage rates shall be effective the first pay period on or after the date(s) indicated:

	<u>4-1-98</u>	<u>4-1-99</u>	<u>4-1-00</u>
Police Sergeant	\$32,125	\$33,089	\$34,189
Police Officer	30,825	31,750	32,703
Fire Officer	29,592	30,480	31,395
Probationary Police Officer	29,592	30,480	31,395
Probationary Fire Officer	28,356	29,207	30,083

**Additional Annual Salary**

If Personnel procure and maintain the following described licenses and/or training, their annual salary will increase by the amount listed below. The employer will pay for class cost (such as registration and books) and will also provide a vehicle for travel. The individual employee shall receive the licenses and/or training and maintain said licenses and training on their own time.

<u>Police Personnel</u>	<u>4/1/98</u>	<u>4/1/99</u>	<u>4/1/00</u>
Procure and maintain an EMT license	\$600	\$600	\$600
Procure and maintain a heart defibrillator operator's license	\$200	\$200	\$200
Procure and maintain a Fireman I license and maintain a membership in the CFD	\$400	\$400	\$400

Fire Personnel

4/1/98

4/1/99

4/1/00

Procure and maintain a  
specialist license

\$600

\$600

\$600

Procure and maintain the  
following Fire Officer  
Training License:

Officer I

\$200

\$200

\$200

Officer II

\$200

\$200

\$200

Officer III

\$200

\$200

\$200

APPENDIX B

VACATION SCHEDULE FOR EMPLOYEES HIRED BEFORE 7-1-89

AFTER:	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR	12 YR	13 YR	>>	17 YR
FIRE IN WKS	1.3	2.6	3.0	3.4	3.9	4.3	4.7	5.1	5.6	6.0	6.4	6.9	7.0	>>	7.0
POLICE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	5.0	>>	5.0
FIRE IN HRS	72	144	168	192	216	240	264	288	312	336	360	384	392	>>	392
POLICE IN HRS	40	80	88	96	104	112	120	128	136	144	152	160	168	>>	200

VACATION SCHEDULE FOR EMPLOYEES HIRED AFTER 7-1-89

AFTER:	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR	7 YR	8 YR	9 YR	10 YR	11 YR	12 YR	>>	17 YR
FIRE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	>>	4.0
POLICE IN WKS	1.0	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	>>	4.0
FIRE IN HRS	--	112	123	134	146	157	168	179	190	202	213	224	>>	224
POLICE IN HRS	--	80	88	96	104	112	120	128	136	144	152	160	>>	160



## Letter of Understanding

October 12, 1998

### Tax Deferred Health Insurance Savings Plan

It is understood that the City of Charlevoix will research tax deferred Health Insurance Savings Plans and if there is no direct cost to the City, other than for staff time to research the plan(s), it will be offered to the bargaining unit.

For the City of Charlevoix:

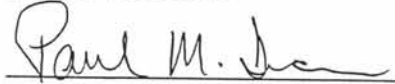
  
\_\_\_\_\_  
Michael R. Wiesner


  
\_\_\_\_\_  
Richard M. Brandi

Dated: 11/5/98

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For the P.O.L.C.:

  
\_\_\_\_\_  
Paul Ivan

  
\_\_\_\_\_  
Lyle Gennett

  
\_\_\_\_\_  
Ken Nash

Dated: 11/4/98