

6/30/2001

4797

**A G R E E M E N T**

**Between**



**CITY OF ESSEXVILLE**

**Covering**

**DEPARTMENT OF PUBLIC SAFETY  
(Public Safety Officers)**

**And**



**POLICE OFFICERS LABOR COUNCIL**

**Effective**

**July 1, 1996 through June 30, 2001**

*Essexville, City of*

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## **AGREEMENT**

THIS AGREEMENT, as if entered into this 17<sup>th</sup> day of November, 1997 by and between the CITY OF ESSEXVILLE, hereinafter referred to as the "Employer" and the POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "Union".

### **ARTICLE 1 PURPOSE AND INTENT**

#### Section 1.1.

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the community and the job security of the employees depends upon the Employer'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 considerations herein after specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### **ARTICLE 2 RECOGNITION**

#### Section 2.1.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Police Officers Labor Council, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of all public safety officers of the Public Safety Department of the City of Essexville, excluding the Director of Public Safety, Assistant Director of Public Safety, Captains, Lieutenants, Dispatchers, Clerks and all others.

**ARTICLE 3  
MANAGEMENT'S RIGHTS**

Section 3.1.

The Employer, on behalf of the electors of the City of Essexville, hereby retains and reserves unto itself, all powers rights, authority duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and by the generality of the foregoing.

Section 3.2.

The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Essexville Public Safety Department and the employees therein are vested solely and exclusively in the Employer.

**ARTICLE 4  
MANAGEMENT SECURITY**

Section 4.1.

The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike, or any other concerted activity which interferes with the operations of the Employer. The employer agrees that during the same period there will be no lockouts.

Section 4.2.

Individual employees or groups of employees, who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged by the Employer.

Section 4.3.

The Union also agrees that, except as specifically provided for in the terms and provisions of the Agreement, and except for discussion of contract interpretation and grievances as herein provided for, employees in the unit shall not be permitted to engage in Union activity during working hours.

**ARTICLE 5  
UNION SECURITY**

Section 5.1. Agency Shop and Checkoff.

Employees covered by this Agreement shall, as a condition of continued employment, pay to the Union those fees that are determined by the Union to be that employees proportionate share of the cost of negotiating and administering this collective bargaining agreement. This fee shall be determined in accordance with the standard procedures established by the Union for this purpose.

If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the percentage developed by the Labor Council is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the Agreement, the amount shall be modified to such amount as shall be lawful and proportionate.

Section 5.2.

Employees covered by this Agreement who are not members of the Union at the time they are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, shall be required as a condition of continued employment, to pay an amount equal to the monthly Union dues to the Local Union for the service and administration of this contract for the duration of this Agreement. For the new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 5.3.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be a member of the Union and shall be deemed to meet conditions of this Section.

Section 5.4.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this Section.

Section 5.5.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE 6  
NON DISCRIMINATION**

Section 6.1.

The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee in the unit because of his race, color, creed, age, sex, nationality, or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment in the unit because of his membership or non membership in the Union.

**ARTICLE 7  
UNION DUES, INITIATION FEES OR SERVICE CHARGE**

Section 7.1.

Each member of the bargaining unit shall sign and deliver to the Employer a checkoff authorization form provided by the Union, authorizing the deduction of agency fees. Such authorization shall continue in full force and effective unless revoked in writing by the employee at least thirty (30) days prior to the effective date of such revocation. Pursuant to such authorization the Employer shall deduct such fees from the employee's pay each month.

The Employer shall deduct the authorized amount from each employees pay and transmit the total deductions to the Union within fifteen (15) days following such deductions, together with a list of each employee's name from whom the deduction was made. Further the Employer shall make only those deductions when the employee's pay is sufficient to cover said deduction.

The Union shall provide at least thirty (30) days notice to the Employer of any changes in the amount of agency fees to be deducted.

Section 7.2.

The Union shall notify an employee who has not paid his/her agency fees by certified mail with a copy to the Employer. If said employee does not pay the agency fees within thirty (30) days after said notice is received, the Union shall notify the Employer of said omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate said employee.



Section 7.3.

The union assumes full responsibility for the validity and legality of the provisions herein set forth. The Union, by the execution of this Agreement, expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of this Article, including, but not limited to a claim by an employee that the agency fee, as herein established, is not equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement.

**ARTICLE 8  
GRIEVANCE PROCEDURE**

Definition of a Grievance: A Grievance is defined as a disagreement arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of the Agreement and/or the Essexville Public Safety Department Rules and Regulations.

Section 8.1.

An employee who believes he has a grievance must submit his complaint orally to the Director of Public Safety or his designate, of the Essexville Public Safety Department within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the occurrence of the event upon which his complaint is based. The Director of Public Safety shall give the employee a verbal answer within forty-eight (48) hours (Saturdays, Sundays and Holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply.

Section 8.2.

Working days for the purposes of this Article shall be Monday through Friday, excluding (Saturday, Sunday and Holidays.)

Section 8.3.

STEP ONE: To be processed under this grievance procedure, a grievance must be reduced to writing in triplicate, stating the facts upon which it is based, when they occurred and specifying the Section of the contract which allegedly has been violated. The grievance must be signed by the employee who is filing the grievance and must be presented to the Director of Public Safety within five (5) working days after the occurrence of the event upon which it is based. The Director of Public Safety shall give a written

answer to the aggrieved employee within (5) working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with the two (2) copies of the grievance thus settled, retained by the employee and one (1) copy retained by the Director of Public Safety.

STEP TWO: If the grievance is to be appealed to the Second Step, the Steward shall notify the City Administrator, in writing, within three (3) working days after receipt of the written First Step answer of a desire to appeal the grievance. If such written request is made, the City Administrator and/or his designated representative shall meet with a representative designated by the Union within seven (7) calendar days thereafter to discuss the grievance. A written Second Step answer to the grievance shall be given to the Union within seven (7) calendar days after such meeting. If the answer at this stage is satisfactory, the Union representative and the grievant 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) copy by the City Administrator.

STEP THREE: In the event the grievance is not settled in Step Two, the Union or Employer only shall submit the grievance to arbitration through the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules, then in effect provided such submission is made within fifteen (15) working days after receipt of answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein.

#### Section 8.4.

However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by the employer and the Union. The arbitrator shall be requested by the Employer and the Union. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony, argument and submission of briefs.

#### Section 8.5.

The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

Section 8.6.

Time limits at any step of the grievance procedure may be extended only by mutually written agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

**ARTICLE 9  
DISCHARGE AND DISCIPLINE**

Section 9.1.

The Employer agrees that, except for probationary employees and in circumstances as set forth below, the concept of progressive discipline is hereby adopted to govern disciplinary action. It is also understood and agreed that the employer reserves the right to suspend or discharge an employee for a serious infraction without instituting progressive discipline, provided however, non-probationary employees shall retain recourse to the grievance procedure.

Section 9.2.

Any non-probationary employee who is suspended or discharged and, who believes such discipline is without just cause, may file a written grievance related to such discipline provided such grievance is filed within three (3) working days of issuance of such discipline.

- A. The Employer agrees to promptly notify the Union in writing of such suspension or discharge, such notice to contain the reasons underlying the suspension or discharge.
- B. It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- C. No member shall be required to make any statements concerning the alleged offense prior to instituting the grievance procedure.

- D. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward or alternate Steward of the group and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward or alternate Steward.
- E. Use of past record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously or impose discipline on any employee for mistakes or erroneous information on his employment application, specifically exempting therefrom any intentional misinformation regarding his physical or mental health, or the existence of any record of conviction for any offense. Prior to the imposition of a suspension of one or more days, the employer will review the employee's past written discipline.

## **ARTICLE 10 REINSTATEMENT**

### Section 10.1.

In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay either full compensation, partial compensation or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension less any compensation he may have earned at other employment during such period.

### Section 10.2.

The Employer and the Union agree that all infractions or violations of department rules shall be promptly brought to the attention of the involved employee and shall not be allowed to accumulate, without comment for future action.

## **ARTICLE 11 SENIORITY**

### Section 11.1. Departmental Seniority.

Seniority shall be defined as an employee's length of continuous full time employment with the Public Safety Department of 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 date he has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds, except as herein provided.

### Section 11.2. City-Wide Seniority.

City-Wide Seniority shall be defined as an employee's length of continuous full-time employment with the City of Essexville and shall be used for purpose of pension, vacation accumulation, sick leave accumulation and longevity.

### Section 11.3. Classification Seniority.

Classification seniority is defined as the period of time an employee works in a particular classification.

### Section 11.4. Probationary Employees.

All new employees shall be probationary until they complete twelve (12) consecutive months of employment with the Employer. 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 qualify him for regular employee status. During the employee's probationary period the employee shall have no seniority status and the employee may be disciplined, up to and including discharged, in the sole discretion of the Employer without recourse to the grievance procedure. In the event of such termination, the Employer shall give written notice thereof to the Union, which notice shall state the reason therefor. At the conclusion of his first twelve (12) consecutive months of employment, the employee's name shall be added to the seniority list as of his last hiring date.

#### Section 11.5. 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 each twelve (12) months. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their 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 names.

#### Section 11.6. Status.

Employees hired on the same date shall be advised at the time of hiring as to seniority status.

#### Section 11.7. Termination.

An employee's seniority shall be terminated for the following reasons:

- A. If he quits, retires, or is justifiably discharged.
- B. If following a layoff for lack of work or funds, he fails or refuses to notify the Director of Public Safety of his intention to return to work within five (5) 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 Director of Public Safety of his intention to return, fails to do so within fourteen (14) working days after such notice is sent.
- C. If he is absent for three (3) calendar days without notifying the Director of Public Safety, when possible, prior to or within such three (3) day period of a justifiable reason for each absence.
- D. When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.

#### Section 11.8. Steward Seniority.

Notwithstanding their position on the seniority list, the Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job in their classification which they can perform and shall be recalled to work in the event of a layoff on the first open job in the classification which they can perform.

Section 11.9.

Any employee who accepts a position with the Employer which is outside of the bargaining unit shall have his or her classification and departmental, if outside Department of Public Safety, seniority frozen at the effective date of such transfer and, shall not earn any additional classification and/or departmental seniority while working outside of the bargaining unit. If an employee who transfers from the bargaining unit, as set forth above, returns to the bargaining unit, he or she shall reassume all classification and/or departmental seniority earned by the employee at the time the employee accepted a position outside the bargaining unit. Such employee shall be credited with all service time with the Employer for purposes of City-wide seniority.

Section 11.10.

Upon written agreement by the Employer, except as a result of a layoff, any employee who has transferred to a position outside the bargaining unit may return to the bargaining unit provided that no bargaining unit employee will be laid off as a result of the employee returning to the bargaining unit.

Section 11.11.

If an employee who has transferred to a position outside of the bargaining unit is laid off from his or her position outside the bargaining unit, such employee may return to the bargaining unit and replace - through the layoff of - the least senior bargaining unit employee provided the returning employee has more seniority than the employee he or she is replacing.

**ARTICLE 12  
LAYOFF**

Section 12.1.

If it is necessary to reduce the number of employees in the unit due to lack of work or funds, probationary employees shall be laid off first. Thereafter, if it is necessary to further reduce the number of employees in a job classification in the unit, employees shall be removed on the basis of their classification seniority in inverse order of their seniority, provided always, that the remaining employee have the skill to perform available work in such classification. The Director of Public Safety shall give written notice to the employees and the Steward of any proposed layoff. Such notice shall state the reasons therefor and shall be submitted at least fourteen (14) calendar days before the effective date thereof.

Section 12.2.

Employees shall be recalled in accordance with their classification seniority. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.

**ARTICLE 13  
VACANCY AND/OR NEW POSITION**

Section 13.1.

Vacancies or newly created positions within the bargaining unit, covered by the terms of this Agreement, shall be posted in a conspicuous place in the Public Safety Department at least ten (10) days prior to filling such vacancy or newly created position. Such posting shall include the required qualifications for the position. Employees, who wish to be considered for such positions, shall apply, in writing, for the posted position within seven (7) calendar days following such posting. Employees not present during the posting period shall be notified of the position. Only those that are, in the opinion of the Employer, qualified for the vacancies or new positions shall be selected therefor.

Section 13.2.

Temporary assignments to a higher classification for the purpose of filling vacancies of employees who are absent will be granted to the senior qualified employee for such job. A qualified employee, when assigned to work in a higher classification shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is temporarily assigned work in a lower classification, he shall not suffer a reduction in pay. Temporary assignments to a higher classification will be made permanent after sixty (60) days, unless mutually agreed by the Union and the Employer.

Section 13.3.

In the event a vacancy occurs and work to which the vacancy relates exists, such vacancy shall be filled by the Employer in the exercise of due diligence.

Section 13.4.

Shift assignments and choice of vacation shall be on a seniority basis and classification.



**ARTICLE 14**  
**LEAVES OF ABSENCE WITHOUT PAY**

Section 14.1. Personal Leave of Absence.

The Employer may grant a leave of absence without pay and without loss of seniority for personal reasons not to exceed thirty (30) calendar days, which period may for good cause, be extended for fifteen (15) additional days, also without pay and without loss of seniority to the employee who has completed his probationary period, provided, in the judgment of the Employer, such an employee can be spared from his work.

Section 14.2. Medical Leave of Absence.

An employee who, because of illness or accident, is physically or mentally unable to report for work may be given a leave of absence without pay and without loss of seniority for the duration of such disability provided the Director of Public Safety is promptly notified of the necessity thereof, and provided further, that the Director of Public Safety is supplied with a certification from a medical doctor of the necessity for the continuation of such leave of absence.

Section 14.3. Armed Forces Reserves.

Leave 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 purposes of fulfilling their annual field training obligation or required tours of active duty. Applications for leave of absence for such purpose must be made as soon as possible after the Employee's receipt of his orders. Nothing contained herein shall prohibit the employee from using accrued paid vacation leave for annual field training obligations.

Section 14.4. Selective Service.

A full-time employee who enters the military service by draft or enlistment shall be granted a leave of absence without pay and without loss of seniority 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 other applicable laws then effective.

**ARTICLE 15**  
**LEAVE OF ABSENCE WITH PAY**

Section 15.1. Sick Leave.

For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Section. Permanent full-time employees who have completed twelve (12) consecutive months of continuous service shall accumulate paid sick leave credits on the basis of one and one-quarter (1¼) days of paid sick leave for each month of continuous service. Employees hired before July 1, 1993 may accumulate sick leave to a maximum of one hundred fifty (150) days; employees hired after July 1, 1993 may accumulate sick leave to a maximum of sixty (60) days. In order to qualify for sick leave payments, the employee must, not later than his normal starting time on the first day of absence, report such absence unless in the judgment of the Director of Public Safety, the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- A. In order to qualify for sick leave payments, in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate upon return to duty if requested by the Director of Public Safety.
- B. An employee who abuses or makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances.
- C. Sick leave absences for part of the day shall be charged proportionately.

Section 15.2.

Qualified employees, subject to the provisions set forth in this Section, 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 an illness or injury which is not related to work, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages, or was not attributable to a cause 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 Employer and which is compensable under the Michigan Worker's 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 for regular hours worked.

- C. Accumulated, unused sick leave shall also be paid if for any reason the city is merged with another unit of government and no longer solely employees its own officers. Payment to be calculated on the same manner as for retirees.

### Section 15.3.

One (1) day of paid sick leave for permanent full time employees shall be equivalent to one (1) day's pay at the regular rate applicable to the employee's permanent job classification assignment at the start of the absence for which compensation is requested.

### Section 15.4. Additional Provision.

In addition to compensation for absence due to sickness, the following shall apply:

- A. An employee who was hired before July 1, 1993, who dies before retirement or retires from the City service and is entered on the retirement or pension roll of the Employer shall, upon such death or retirement, be paid for his unused sick leave credits at the time of death or retirement up to the maximum of one hundred twenty (120) days, plus (if at 120 days) all of the unused sick leave days accumulated during the current calendar year.
- B. An employee who was hired after July 1, 1993, who dies before retirement or retires from the City service and is entered on the retirement or pension roll of the Employer shall, upon such death or retirement, be paid for his unused sick leave credits at the time of death or retirement up to a maximum of sixty (60) days, plus (if at 60 days) all of the unused sick leave days accumulated during the current calendar year.
- C. If an employee who was hired before July 1, 1993, should terminate employment for any reason other than discharge for cause, before retirement, he shall be paid for all accrued sick leave at the rate of one-half ( $\frac{1}{2}$ ) days for every remaining sick day up to and including one hundred twenty (120) days.
- D. If an employee who was hired after July 1, 1993, should terminate employment for any reason other than discharge for cause, before retirement, shall be paid for all accrued sick leave at the rate of one-half ( $\frac{1}{2}$ ) day for every remaining sick day up to and including sixty (60) days.

- E. An employee may elect to use one (1) sick day per year as an additional day off. This additional day off shall be deducted from any amount payable at the time the employee separates from the service of the Employer as provided by paragraphs A and B above. The use of such "selected day off" must have prior approval of the Director of Public Safety or his designee. The use of such "selected day off" is further limited to periods of time that will not create an overtime situation.

#### Section 15.5. Funeral Leave.

Qualified employees who, upon request, furnish proof satisfactory to the Employer that a death has occurred within their immediate family shall be subject to the following limitations:

- A. Paid funeral 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, grandparent, great-grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law. Sister-in-law and brother-in-law is hereby defined as the current spouse of the employee's brother or sister. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this sub-section.
- B. Paid emergency leave for grandparents-in-law shall be limited to the day of the funeral. Paid funeral leaves, under this sub-section shall be for a period of not more than three (3) consecutive calendar days with choice of days being at the option of the employee, and to be used within seven (7) days commencing with the date of death. Pay shall be for time lost from scheduled work by the employee during said period of time.
- C. Employees shall be allowed to be off from work the time necessary, up to maximum of one (1) work day with pay, to attend the funeral of a relative. Relative defined as the employee's uncle, aunt, grandson, granddaughter, daughter-in-law, son-in-law, brother-in-law, sister-in-law, niece, or nephew.
- D. Under all paragraphs which are part of this section, all relatives, however designated, shall be defined as actual blood relatives of the employee or his or her spouse only and not those merely related by marriage to a blood relative of the employee or his or her spouse.

Nothing herein contained shall be construed to prohibit the employee from requesting additional time off for funeral arrangements with the additional time to be deducted from eligible vacation or personal leave days.

Section 15.6. Personal Leave.

Regular full-time employees who have completed their probationary period shall be allowed three (3) personal business leave days per calendar year with pay, provided he or she requests same at least three (3) regularly scheduled shift days in advance of the requested time off. Personal leave days may not be carried forward to the next calendar year.

Section 15.7. Annual Leave.

All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

- A. Employees hired prior to July 1, 1993, shall receive the following allowed annual vacations:
1. Employees who have completed one (1) full year of service shall receive five (5) working days.
  2. Employees who have completed three (3) full years of service shall receive ten (10) working days.
  3. Employees who have completed five (5) full years of service shall receive thirteen (13) working days.
  4. Employees who have completed six (6) full years of service shall receive fifteen (15) working days.
  5. Employees who have completed ten (10) full years of service shall receive twenty (20) working days.
  6. Employees who have completed sixteen (16) full years of service shall receive one (1) additional vacation day per year of service thereafter, to a maximum of twenty-five (25) days after twenty (20) years of service.
- B. Employees hired after July 1, 1993, shall receive the following annual vacations:
1. Employees who have completed one (1) full year of service shall receive five (5) working days.
  2. Employees who have completed five (5) full years of service shall receive ten (10) working days.

3. Employees who have completed ten (10) full years of service shall receive fifteen (15) working days.
4. Employees who have completed twenty (20) full years of service shall receive twenty (20) working days.
5. Employees who have completed twenty-five (25) full years of service shall receive twenty-five (25) working days.

Section 15.8. Additional Provisions.

- A. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.
- B. In case of retirement, resignation or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit.
- C. A maximum of six (6) vacation days may be carried over through February of the following year.
- D. If an employee becomes ill and under the care of a duly licensed physician prior to or during his vacation, his vacation will be rescheduled.
- E. Employees absent for more than one (1) month for other than on the job disability will earn a vacation for the first month only and his vacation will be figured on a pro-rata basis upon his return to work. In the event of an on the job injury, employees will accrue vacation not to exceed one (1) year.
- F. Vacation pay will be given prior to vacation start providing request is made one (1) week in advance for said pay.
- G. Vacations may begin any day of the week and shall be in addition to regular days off. It is understood that the excessive use of weekend days in scheduling vacation could effect the efficient operation of the Public Safety Department.
- H. The Employer shall allow one man from each shift on vacation at one time if scheduling allows in keeping with the efficient operation of the Public Safety Department. Employees not submitting vacation requests prior to October 1st, may be assigned vacation time off by the Employer.

Section 15.9. Schedules.

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after January 1st, each employee shall indicate on a yearly calendar his vacation request no later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available based on submission date. If two (2) or more employees turn in requests on the same date, seniority shall prevail.

- A. All vacation picked after April 1st will be submitted fifteen (15) days in advance of the desired vacation date.
- B. Vacation in excess of eighty (80) consecutive scheduled work hours shall not be granted unless no other employee makes a request for the time immediately following said eighty (80) hour period, in which case time in excess of eighty (80) hours may be approved in the sole discretion of the Public Safety Director.
- C. Vacation time shall not be taken in less than eight (8) hour blocks.

Section 15.10. Compensatory Time.

An employee may elect to receive compensatory time in place of paid overtime subject to the following provisions:

- A. All overtime from each incident, at the choice of the employee, shall be converted to compensatory time or paid as overtime as provided elsewhere in the contract.
- B. An employee may not exceed a maximum accumulation of forty (40) hours of compensatory time at any time.
- C. Compensatory time off must have prior approval of the Director of Public Safety, or his designee.
- D. Employees shall receive time and one-half (1½) comp. Time for each one (1) hour of overtime worked if such option is agreed to by the Employer and employee.

Section 15.11. Jury Duty.

Employees absent from employment to serve on jury duty shall be reimbursed by the Employer pursuant to the following schedule and procedures:

- A. Employees shall give the Employer at least three (3) days notice of the date of required jury duty commencement and shall keep the Employer advised of anticipated dates of jury duty services as soon as such are known to the employee.
- B. Employees shall be reimbursed at the day shift rate then applicable to them if time as lost from actual employment on the following reimbursement schedule:
  - 1. The first ten (10) days lost shall be reimbursed by the Employer.
  - 2. The second ten (10) days lost shall be paid by the Employer, if requested by the employee, but accumulated sick leave under Article 15, Section 1 shall be reduced for each day absent between ten (10) and twenty (20) days.
  - 3. After the first twenty (20) days, no reimbursement by the Employer will occur.
- C. Employees serving on jury duty receiving reimbursement shall pay to the Employer all moneys received by any governmental agency for jury duty service and for days for which reimbursement is to occur.
- D. Employees released from jury duty during the course of any day during the time of the day shift shall report to work for assignment by the Employer.
- E. Second and third shift employees shall have their schedules adjusted to the day shift to accommodate jury duty, but their days off shall remain the same.
- F. Employees not following all of the procedures set forth above shall not receive reimbursement for absence from work for jury duty.



**ARTICLE 16  
WAGES AND SALARIES**

Section 16.1.

Wages and/or salaries of employees shall be as follows:

EFFECTIVE July 1, 1996

<u>Length of Service</u>	<u>Rate per Hour</u>	<u>Annual Rate</u>
30 Months	15.78	32,822
24 Months	14.72	30,618
18 Months	14.13	29,385
12 Months	13.53	28,147
6 Months	12.97	26,970
Start	12.52	26,049
Recruit	8.40	17,467

EFFECTIVE July 1, 1997

<u>Length of Service</u>	<u>Rate per Hour</u>	<u>Annual Rate</u>
30 Months	16.17	33,643
24 Months	15.09	31,383
18 Months	14.48	30,120
12 Months	13.87	28,850
6 Months	13.29	27,644
Start	12.84	26,700
Recruit	8.61	17,904

EFFECTIVE July 1, 1998

<u>Length of Service</u>	<u>Rate per Hour</u>	<u>Annual Rate</u>
30 Months	16.66	34,652
24 Months	15.54	32,325
18 Months	14.92	31,024
12 Months	14.29	29,716
6 Months	13.69	28,473
Start	13.22	27,501
Recruit	8.87	18,441

EFFECTIVE July 1, 1999

<u>Length of Service</u>	<u>Rate per Hour</u>	<u>Annual Rate</u>
30 Months	17.16	35,692
24 Months	16.01	33,294
18 Months	15.36	31,954
12 Months	14.72	30,607
6 Months	14.10	29,328
Start	13.62	28,326
Recruit	9.13	18,995

EFFECTIVE July 1, 2000

<u>Length of Service</u>	<u>Rate per Hour</u>	<u>Annual Rate</u>
30 Months	17.16	35,692
24 Months	16.01	33,294
18 Months	15.36	31,954
12 Months	14.72	30,607
6 Months	14.10	29,328
Start	13.62	28,326
Recruit	9.13	18,995

Section 16.2.

An employee who is required to appear in court on his day off will be paid at the rate of time and one half (1½) of his regular hourly rate. Such employee shall be granted a minimum of three (3) hours show-up time.

**ARTICLE 17  
HOURS OF WORK**

Section 17.1.

The regular work week for all employees shall be eight (8) hours per day and forty (40) hours per week as scheduled by the Director of Public Safety. Nothing herein contained shall be construed as a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

**ARTICLE 18  
OVERTIME**

Section 18.1.

Overtime, excluding court time, shall not be granted unless first approved by the Public Safety Director or his designee. It is recognized by the parties that occasions arise wherein an employee, because of the circumstances, may not be able to secure prior approval for overtime in which case the Public Safety Director shall not unreasonably refuse to approve such payment of overtime.

Section 18.2.

Overtime worked in excess of the limits stated above as a result of authorized changes in days off, etc., shall be paid at the regular rate.

Section 18.3.

There shall be a three (3) hour minimum on call back paid at the rate of one and one half (1½) times the employee's base rate of pay.

Section 18.4.

Any employee in the unit who is required to work in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1½) times his regular hourly rate for each hour, or part thereof, in excess of eight (8) hours per day or forty (40) hours per week actually worked by him.

Section 18.5.

An overtime record will be kept by the Department Head and overtime will be divided as equally as possible among the available employees. Overtime will be equalized over a twelve (12) month period. Refused overtime work hours shall be credited to the individual as if actually worked. An annual record shall be maintained in the Department to cover overtime and shall be accessible to all concerned. Overtime shall be offered first to the low overtime employee. If the low overtime employee refuses the overtime, it shall be offered to the employee with the next lowest overtime hours and thereafter until filled. If refused by all regular full-time employees, the least senior employee personally contacted shall work.

Section 18.6.

If the Public Safety Department is responsible to supply security for Board of Education function (football, basketball games, etc.) the Employer shall schedule at least thirty (30) days in advance, when possible, of said function. The overtime distribution system shall be used in scheduling of employees for scheduled overtime.

Section 18.7.

New employees will be charged with the average recorded overtime when entering the Department, for overtime equalization purposes.

Section 18.8.

Employees must accept or reject overtime at least twenty-four (24) hours prior to the scheduled overtime to be worked. It is agreed that court appearances and/or individual assignments based on involvement of an officer because of his closeness to a particular case or issue, shall not be part of, or counted as, overtime worked for purposes of equalization. All other overtime work will be counted and used for equalization purposes.

Section 18.9.

No auxiliary or part-time employee shall perform the work normally done by regular full-time employees to avoid the payment of overtime.

**ARTICLE 19  
SHIFT PREMIUM**

Section 19.1.

A shift premium of twenty-five cents (\$0.25) per hour shall be added to the regular straight time hourly rate and shall be paid to all employees who are scheduled to work the afternoon shift for all hours they actually work on the shift.

Section 19.2.

A shift premium of thirty cents (\$0.30) per hour shall be added to the employees' regular straight time hourly rate and shall be paid to all employees who are scheduled to work the midnight shift for all hours actually worked on that shift.

**ARTICLE 21  
HOSPITALIZATION INSURANCE**

Section 21.1.

The Employer agrees, for the life of this Agreement, to maintain the level of group hospitalization insurance coverage in effect at the signing of this Agreement. Provided however, effective as soon as practical following ratification of the Agreement by both parties, the health insurance coverage shall be changed to establish Blue Cross/Blue Shield PPO Plan S, with \$10.00 co-pay preferred prescription drug coverage, as the Employer's base health insurance plan.

As long as it is permitted by the insurance provider, the Employer will also offer employees the choice of a traditional first dollar coverage plan with master medical 50/100 deductible and 90/10 co-pay benefit level and \$3.00 prescription drug co-pay.

The Employer shall, for the life of this agreement, pay the premiums for its base health insurance plan. Should an employee elect an available alternative health insurance coverage, the employee shall be responsible to pay, through a payroll deduction, the difference between the alternative premium and the base plan premium, if any.

The Employer reserves the right to change insurance providers, or self-insure such coverage, provided such insurance providers are authorized to transact business in Michigan and provided that health insurance benefit levels remain substantially equivalent to the current coverage.

**ARTICLE 22  
LIFE INSURANCE**

Section 22.1.

The Employer agrees, for the life of this Agreement, to provide each bargaining unit employee with a term life insurance policy, with accidental death & disability coverage, and with a benefit level of one and one-half times (1½) times the employee's base rate of pay to a maximum benefit of fifty thousand dollars (\$50,000). The Employer reserves the right to change insurance carriers so long as the terms of any alternate policy are substantially equivalent to the current policy.

**ARTICLE 20  
HOLIDAY AND PAY**

Section 20.1.

All probationary and regular employees will be eligible to receive eight (8) hours of holiday pay in addition to regular pay under the following regulations:

Employees will be paid their current rate based on an eight (8) hour day for said holiday. In order to qualify for the holiday pay for the holiday so designated, and employee will be required to work his last scheduled day prior to and his first scheduled day after the holiday occurs, during the week preceding the holiday, the week of the holiday, or the week following the holiday, unless on approved leave. Approved leave, for purposes of this provision shall be defined as period of time off work for vacations, legitimate illness or injury not to exceed six (6) months, the attendance at required job related schools, time off to paid funeral leave or military leaves approved for annual field training obligations.

Section 20.2.

Paid holidays are designated as listed below:

New Year's Day	December 24
Good Friday	Christmas Day
Memorial Day	New Year's Eve Day
Fourth of July	Labor Day
Easter Sunday	Thanksgiving Day
Employee's Birthday (to be used 2 weeks prior to or after actual date)	

Employees Birthday: The request for day off shall be submitted no later than two (2) calendar weeks prior to the requested day off.

Section 20.3.

Employees working on a legally established holiday as designated in this Agreement will be paid for hours worked at the regular rate plus one and one half (1½) for the paid holiday for the hours actually worked.

Section 20.4.

Employees scheduled to work on any National or State Election Days will be given up to one (1) hour off for the purpose of eligibility to vote and notice of their desire to vote given their immediate supervisor at least one (1) day in advance provided the employee is required to work the full time during which said polls are open.

**ARTICLE 23  
DENTAL INSURANCE**

Section 23.1.

The Employer agrees, for the life of this Agreement, to maintain a level of group dental insurance commonly referred to as a "Basic 50/50 co-pay Program". The Employer reserves the right to change insurance providers, or self-insure such coverage, provided such insurance providers are authorized to transact business in Michigan and provided that health insurance benefit levels remain substantially equivalent to the current coverage.

**ARTICLE 24  
GENERAL INSURANCE**

Section 24.1.

The Employer shall provide, as a part of general coverage, false arrest insurance not less than the current level and shall continue to do so as long as such insurance is available and is economically feasible.

**ARTICLE 25  
RETIREMENT**

Section 25.1.

The Employer shall provide full-time employees with retirement benefits under the Michigan Municipal Employees Retirement System, Benefit Plan B-2 with F-55 with 25 years of service rider all of which shall be effective as soon as employees can become enrolled in the plan. The Employer shall not be required to provide coverage for part-time employees. Effective May 31, 2001, the Employer agrees to adopt the Benefit Plan B-4.

**ARTICLE 26  
LONGEVITY**

Section 26.1.

Regular full time employees who, as of the anniversary date of their employment, have completed five (5) or more years of continuous employment with the City since their last hiring date, as of December, shall receive, in a lump sum payment made on the first pay period in December of each year, a longevity bonus of two percent (2%) of his base salary earned.

Section 26.2.

Employees who have completed ten (10) years of continuous service shall receive five percent (5%) of his base salary earned as a longevity bonus.

Section 26.3.

When employees have completed five (5) continuous years of service, the first payment under this Article will be on the anniversary day of employment. The second payment will be pro-rated and payable the first pay period of December. When employees have completed ten (10) continuous years of service, payment shall be made in the same manner as at the five (5) year level.

Section 26.4.

The provisions of Section 1, 2, and 3 above shall apply to employees hired prior to July 1, 1993. The provisions of Sections 1, 2, and 3 shall not apply to employees hired after July 1, 1993, and such employees hired after that date shall not be eligible for longevity pay of any sort.

**ARTICLE 27  
JOB RELATED EDUCATION**

Section 27.1.

For regular full time employees who have completed their probationary period, the Employer agrees to reimburse any tuition payments which are not payable by any other organization, made by said employee for approved courses taken at any accredited college or university. In order to qualify for tuition reimbursement, the employees must receive approval of the courses before enrollment, said course or courses must be job related or course necessary to the achievement of a degree in Police and Fire Administration and



must be successfully completed with at least a "C" grade. In addition to reimbursement for tuition, the Employer agrees to pay to the employee five dollars (\$5.00) per credit for college credits applicable towards a degree in Police or Fire Administration earned in any one year. Payment is to be made July 1st of each year.

## **ARTICLE 28 PAY PERIOD**

### Section 28.1.

All employees in the unit shall be paid weekly. No more than seven (7) days shall be withheld from any employee in the unit. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose upon request of such employee.

## **ARTICLE 29 SUPPLEMENTAL EMPLOYMENT**

### Section 29.1.

Employees may engage in supplemental employment if they so desire, provided however, that the following rules regarding such employment are complied with:

- A. Requests for permission to engage in supplemental employment shall be submitted to the Director of Public Safety in writing stating the proposed hours of work and the nature of the work. No supplemental employment will be permitted without prior approval of the Director of Public Safety, and such permission may be revoked by the Director of Public Safety.
- B. It is understood and agreed that the first obligation of the employee is to the Employer and supplemental employment shall in no way conflict with regular assigned duties.

**ARTICLE 30**  
**PERSONNEL DEPARTMENT PERSONNEL FILE**

Section 30.1.

The Employer shall maintain a single personnel file for all employees. An employee may review his or her personnel file as provided by law. Personnel files will be kept confidential to the extent permitted by law. The Employer shall notify the affected employee if a request to access the employee's personnel file is made by persons other than its own personnel.

**ARTICLE 31**  
**STEWARDS**

Section 31.1.

The Employer recognizes the right of the Union to designate a Steward and an alternate from the seniority list of the list described in Article 11. Once a Steward and an alternate are selected, their names will be submitted to the Director of Public Safety and City Administrator. The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties:

Section 31.2.

The investigation and presentation of grievances in accordance with the provisions of the grievance procedure.

- A. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information;
  - 1. have been reduced to writing,
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the work of the Public Safety Department.
  
- B. The Steward or alternate Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Public Safety Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the Steward's regular working hours

shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

- C. Only one (1) person, the Steward or alternate Steward shall be paid by the Employer for time spent during his scheduled working hours in grievance meetings, arbitration or wage negotiations.

## **ARTICLE 32 EXAMINATIONS AND IDENTIFICATION FEES**

### Section 32.1.

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for the time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours and in that case, only for those hours in excess of said two (2) hours. Examinations are to be taken once a year, unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examination during their working hours.

### Section 32.2.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done to an employee, have said employee reexamined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and union doctors shall together select a third doctor within thirty (30) days, whose opinion shall be final.

### Section 32.3.

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

**ARTICLE 33  
UNIFORMS**

Section 33.1.

The Employer shall pay for the maintenance of employee's uniforms. The Employer shall continue to purchase and replace employee's uniforms in accordance with the following:

3 pair trousers	1 gun belt
3 winter shirts	1 hand cuff case
3 summer shirts	1 ammunition pouch
2 hats	1 holster
1 winter jacket	weapon - City supplied
1 summer jacket	
Neckties supplied on a needed basis	

Section 33.2.

The Employer agrees to provide rain gear in each department vehicle.

**ARTICLE 34  
FIREARMS**

Section 34.1.

All sworn Law Enforcement Officers shall be armed with one weapon supplied by the Employer; the Employer shall retain ownership of the weapon.

**ARTICLE 35  
FIRE PAY**

Section 35.1.

Off Duty Public Safety Officers shall receive 1½ times their normal rate of pay for fires, medical and monthly instructional meetings. Pay shall be for a one hour minimum at time and one-half, and any time in excess of the minimum one hour shall be computed to the nearest quarter of an hour.

5 3

**ARTICLE 36  
BULLETIN BOARD**

Section 36.1.

The Employer shall furnish and maintain a suitable bulletin board in a convenient place for the posting of Union notices and other material. No material shall be posted that is demeaning to the character of the Employer or any employee of the Employer.

**ARTICLE 37  
UNION MEETING**

Section 37.1.

The Union may schedule and conduct its meetings on Public Safety Department property provided it does not disrupt the duties of the employees or the efficient operation of the Department.

Section 37.2.

All records, reports and other information pertaining to a pending grievance of an involved employee shall be made available for inspection by the Union.

**ARTICLE 38  
GENERAL SUPERVISION**

Section 38.1.

Under general supervision, officers shall perform all duties assigned including, but not limited to, responsible law enforcement, patrols and fire-fighting work, regulate traffic, protect life and property and prevent crime and disorder.

**ARTICLE 39  
NON PUBLIC SAFETY DUTIES**

Section 39.1.

Sworn Peace Officers shall not be required to perform the following non-police duties:

1. Scrubbing floors
2. Washing Windows
3. Painting
4. Building Maintenance
5. Cutting grass and yard work
6. Shoveling snow (except in emergency situations)
7. Tire changing (except in emergency situations)
8. Change oil in cars and trucks
9. Major repair work on vehicles
10. General custodial or janitorial tasks

**ARTICLE 40  
LOCKS AND LOCKERS**

Section 40.1.

The Employer agrees to furnish locks which officers shall install on the lockers in the locker room.

**ARTICLE 41  
SHIFT CHANGE**

Section 41.1.

Officers shall be allowed to exchange days and shifts with at least one (1) work day in advance notification, in writing, to the Director of Public Safety or the next senior officer in the absence of the Director of Public Safety or when the Director of Public Safety cannot be contacted. Exchanges shall not result in overtime for the regularly scheduled hours.

**ARTICLE 42  
EQUIPMENT RESPONSIBILITY**

Section 42.1.

Employees covered by this Agreement shall be responsible for all personal equipment and fire-fighting equipment assigned to them.

**ARTICLE 43  
RESIDENCY**

Section 43.1.

Employees shall be permitted to reside outside the City, but not farther than a distance of four (4) miles from the nearest City limit. Residence shall mean the abode and premises where a person permanently lives and resides.

**ARTICLE 44  
POLITICAL ACTIVITY**

Section 44.1.

Members have the same rights to participate in political activity while off duty and out of uniforms as any citizen. However, it is understood that they shall not hold the position of City commissioner or Mayor while an employee of the City.

**ARTICLE 45  
PROMOTIONAL PROCEDURES**

Section 45.1.

- A. An examination will be given when a vacancy occurs for the purpose of filling classification vacancies.
- B. The examination to fill the vacancy in the department classification will be open to all departmental personnel provided, however, applicants must have completed their probationary period.

C. The examination to fill the vacancies of Sergeant will be open only to those applicants having a minimum of three (3) years' seniority (seniority in classification) as a Public Safety Officer. Said three (3) year's seniority shall be obtained on or before the testing date in order to qualify.

D. The following percentages will be applied when scoring applicants:

1. Written test - 40% of total score. Scoring determined by the testing agency.
2. Oral test - 40% of total score. Oral Board: State Police, Bay City Police, Bay County Sheriff and Fire Official.
3. Seniority - 1% for each year completed. Example: 4 years = 4%, 7 years = 7%, 10 years = 10%; Maximum of 10 years = 10%.
4. Evaluation - 10%

## **ARTICLE 46 WORK SCHEDULES**

### Section 46.1.

Work schedules shall be posted forty-five (45) days in advance and shall cover at least a sixty (60) calendar day period of time. All employees shall receive a copy of the work schedule.

## **ARTICLE 47 RELIEF OFFICERS**

### Section 47.1.

The three (3) Public Safety Officers designated as relief officers, one (1) per shift, being the low seniority officer on the shift, may be required to alter their work schedule provided they receive a minimum of twelve (12) hours advance notice. If less than twelve (12) hours notice is given, said officer shall have the right to refuse said change. If any relief officer's work schedule is altered then said officer shall receive (8) hour's compensatory time for each alteration.



Section 47.2.

Nothing contained herein shall be construed as to deprive Public Safety Officers of having two (2) consecutive days off each week and four (4) consecutive days off every fifth week.

**ARTICLE 48  
UNION FUNCTIONS**

Section 48.1.

A Steward or other designated employee representative shall be allowed a maximum of three (3) days per year time off, with pay, to attend Union seminars and related functions provided the Employer receives proper notice well in advance of the event.

**ARTICLE 49  
SUBCONTRACTING**

Section 49.1.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part of any other plant, vendor, person or non-unit employee, so long as any employee in the bargaining unit is on layoff due to lack of work.

**ARTICLE 50  
TWO MAN CAR**

Section 50.1.

There shall be two (2) officers assigned to patrol during the hours from 11:30 P.M. to 7:30 A.M. Said two (2) officers shall be assigned this work for a minimum of three (3) days within a calendar week, except when a vacancy is created during said hours by one of the officers, due to sickness, vacation or other approved leave. Said vacancy need not be filled on an overtime basis by the Employer.

**ARTICLE 51  
BODY ARMOR VEST**

Section 51.1.

Body armor vests will be provided for each officer. Body armor shall be replaced by the Employer as needed and/or based on the manufacturer's recommendation.

**ARTICLE 52  
MESH BARRIER**

Section 52.1.

A mesh barrier shall be installed between the front and rear sections of all of the patrol vehicles.

**ARTICLE 53  
MAINTENANCE OF STANDARDS**

Section 53.1.

The Employer agrees that all conditions of employment relating to wages, hour of work and general working conditions, all of which are described elsewhere in this Agreement, are minimum standards in effect at the time of the signing of this Agreement, and must be improved voluntarily by the Employer, if possible. Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**ARTICLE 54  
SEVERABILITY**

Section 54.1.

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

**ARTICLE 55  
CORRECTIVE ACTION**

Section 55.1.

In the event that any Article, section or sub-section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party hereto, for the purpose of arriving at a mutually satisfactory replacement for such Article, section or sub-section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provisions in this Agreement to the contrary subject to the restrictions of statute, regulation or law.

**ARTICLE 56  
CONTINUATION OF AGREEMENT**

Section 56.1.

It is mutually agreed that the specific terms, provisions or conditions of this Agreement can be changed or modified any time during its term by written mutual consent of the Employer and the Union. Should either party not agree to such written consent, the contract shall continue in full force and effect during its term.

**ARTICLE 57  
TERM OF AGREEMENT**

Section 57.1.

This Agreement and schedules attached hereto, shall be in full force and effect from July 1, 1996, to and including June 30, 2001, shall continue in full force and effect from year to year thereafter unless written notice of the desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the expiration of this Agreement.

Section 57.2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions into this Agreement, either party may serve upon the other, a notice of at least sixty (60) days prior to either date mentioned above, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of this Agreement.

**ARTICLE 58  
FIRE INSPECTOR**

Section 58.1.

The employee designated as Fire Inspector shall be paid forty seven and one-half (.47½) cents per hour above his or her regular hourly rate of pay. The additional rate of pay shall be paid for overtime and in the computation of other fringe benefits such as longevity, vacation pay, leave pay, and the like.


**ARTICLE 59  
ACCEPTANCE AND SIGNATURES**

This Agreement is hereby accepted by the Employer, Police Officers Labor Council, and shall be binding upon each party respectively.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 17<sup>th</sup> day of November 1997.


CITY OF ESSEXVILLE, a Michigan Corporation:

POLICE OFFICERS LABOR COUNCIL

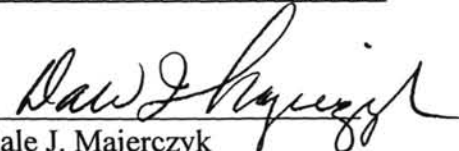
By:   
Thomas A. Rehmus  
Mayor

By:   
Thomas E. Kreis  
Field Representative

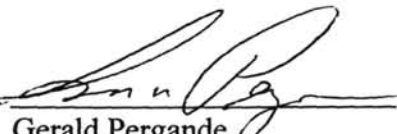
By:   
Lois Englehardt  
City Clerk

By:   
Daniel J. Hages  
Steward

APPROVED AS TO SUBSTANCE:

By:   
Dale J. Majerczyk  
City Administrator

APPROVED AS TO FORM:

By:   
Gerald Pergande  
City Attorney