

4865

6/30/2002

Agreement

Between

Police Officers Labor Council

And

Fraser Command Officers Association

And

City of Fraser

Fraser, City of



Effective July 1, 1999 through June 30, 2002



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

POLICE OFFICERS LABOR COUNCIL

AND

FRASER COMMAND OFFICERS ASSOCIATION

AND

CITY OF FRASER

EFFECTIVE JULY 1, 1999 THROUGH JUNE 30, 2002

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COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into on the first day of July 1999 is between the CITY OF FRASER, hereinafter referred to as the "EMPLOYER" or "CITY," and the FRASER COMMAND OFFICERS ASSOCIATION of the CITY OF FRASER, DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as the EMPLOYEES or UNION. This Agreement is to supersede any and all previous Agreements.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

A copy of this agreement shall be distributed by the City to each employee covered by this agreement.

ARTICLE 1 RECOGNITION

1.1: The employer recognizes the Fraser Command Officers Association of the Fraser Public Safety Department, which is affiliated with the Police Officers Labor Council, as the sole representative of its members covered by this agreement. The employer will negotiate with the Union on matters relating to rates of pay, wages, hours, fringe benefits, working condition and other conditions of employment. The provisions of this agreement shall apply to all command and supervisory personnel below the rank of Deputy Director in the Public Safety Department.

1.2: The employer will not interfere with, discourage, restrain or coerce any employee because of their membership in the Union or any lawful activities therein.

1.3: The Union recognizes its oath of office and will neither participate in or encourage any strikes, work stoppage, slow down or so called "blue flu" but will discharge its duties and responsibilities to the best of its ability, keeping foremost in mind its duty to serve the citizens of the CITY OF FRASER.

1.4: For the purpose of this agreement, "employee" refers to all command and supervisory personnel below the rank of Deputy Director covered by this agreement; "employee/a hour" refers to those employees working an eight (8) hour day, forty (40) hour work week schedule; also, "employee/24 hour" refers to those employees working a twenty-four (24) hour day, fifty-six (56) hour week work schedule.

ARTICLE 2 REPRESENTATION

2.1: The employer will deduct from the Union members' wages the monthly dues owed to the Union and will forward the same to the Treasurer of the Union at the beginning of the following month upon presentation of a signed payroll deduction authorization form by the employee.

2.2: Any and all command and supervisory personnel below the rank of Deputy Director shall be represented by the Union in all negotiations by a committee of the Union and the employer shall negotiate with those representatives as provided herein.

2.3: The President of the Union or his alternate, shall be afforded reasonable time during working hours, without loss of pay, to discharge his responsibility including negotiations with the City, processing of grievances and administrations of this Agreement. Provided, however, that the time and place and number of representatives attending these meetings shall be agreed upon in advance. All meetings must be requested, in writing, not less than three (3) business days prior to the scheduled date.

2.4: The Union may be represented by any person or organization designated by the Union as its official representative.

2.5: Any command or supervisory personnel below the rank of Deputy Director, who are not members of this Union at their date of promotion and have not made application for membership within thirty (30) days from that date, shall, as a condition of employment pay to the Union an amount equal to the Union's regular initiation fee and a weekly service charge in an amount equal to the weekly dues and assessments uniformly applied to the members as a contribution toward the administration of this agreement.

2.6: The president and his designated assistant shall be allowed five (5) days off, per year, for the purpose of Union Business Days/POLC Convention. Said days off shall be with full pay and shall be taken at the discretion of the Union President providing sufficient notice is given to the Director for scheduling.

ARTICLE 3 **PURPOSE AND INTENT**

3.1: The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the City and the Union.

3.2: The parties mutually recognize that the responsibilities of both the employees and the employer to the public requires that any disputes arising between them be adjusted and settled in an orderly manner without interruption of the service to the public as provided by law.

3.3: The Union further recognizes that essential public service here involved and the general health, welfare and safety of the community and agrees to encourage increased efficiency on the part of its members.

3.4: To these ends, the employer and the Union encourages to the fullest degree, friendly and cooperative relations between their respective representatives on all levels among all employees.

3.5: The parties hereto, have entered into this agreement pursuant to the authority of ACT 379 of the Public Acts of 1965, (MCLA 423.201-216) as amended to incorporate understandings previously reached and other matters into a formal agreement, without interruption of service to the public as provided by law.

ARTICLE 4
SENIORITY, APPOINTMENT, PROMOTION, DEMOTION
AND DISCIPLINARY ACTION

4.1: ACT 78, Public Acts of 1935, (MCLA 38.501 et seq.) as amended, shall provide all movements as they relate to appointment, promotion, demotion, disciplinary action and seniority.

4.2: A seniority list shall be furnished to the Union by the City once each fiscal year in July. This list shall include all employees of the bargaining unit. Seniority will start with rank, then if rank is equal to date of promotion; if rank and promotion dates are equal, then placement on promotional list determines seniority.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1: It is the intent of the parties hereto that this procedure shall serve as a peaceful means for the resolution of any disputes that may arise between them concerning the application and interpretation of this Agreement. To that end, the informal resolution of grievances at the lowest level of supervision is encouraged.

5.2: A grievance shall not be considered to exist unless a complaint by an employee to his immediate supervisor, with or without the presence of the Union, has not been resolved.

5.3: All grievances shall be timely and filed within fourteen (14) business days of the event, occurrence, or knowledge of the facts giving rise to the grievance or no such grievance shall be considered to exist:

Step 1. Verbal-Immediate Supervisor - An employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of the Union. The parties shall make every effort to reach a satisfactory settlement at this point.

Step 2. Director-Written - If the Grievance has not been settled, the Union shall submit to the Director, within fourteen (14) business days from the last answer or if no answer is received, from the date it was due. The Director shall discuss the grievance with the president or another representative of the Union and the aggrieved employee and render a written answer within fourteen (14) business days of receipt of the grievance.

Step 3. City Manager - If the grievance has not been settled, the Union shall submit it to the City Manager, within fourteen (14) business days from the last answer or if no answer is received, from the date it was due. The City Manager shall discuss the grievance with the president or another representative of the Union and the aggrieved employee and render a written answer within fourteen (14) business days of receipt of the grievance.

- A. **Non Discipline Grievances** not satisfactorily adjusted between the employee, Union and the City Manager may be processed by the Union to Arbitration within fourteen (14) business days from the last answer or, if no answer is received, from the date it was due.
- B. **Discipline Grievance** not satisfactorily adjusted between the employee, Union and the City Manager may be processed by the Union either to Arbitration or Act 78 of the Civil Service Board, but not both.

Step 4. Arbitration

- A. The party desiring arbitration shall notify the other party in writing of the request. If the Union and the City then are unable to agree upon an arbitrator, the party requesting arbitration shall refer the matter to the American Arbitration Association, M.E.R.C., or the Federal Mediation Conciliation Service, for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the appropriate agency.
- B. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the Agreement and he shall be without power and authority to make any decision contrary to, or inconsistent with or modifying or varying, in any way, the terms of this Agreement or applicable law.
- C. The arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence was not then known to the party submitting same.
- D. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union.
- E. In the event a case is appealed to the arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- F. The expenses of the arbitrator shall be shared equally by the parties.

5.4: Policy Grievance - Grievances common to a number of employees may be treated as a single grievance procedure.

5.5: The Union may be allowed reasonable time for the representation of an officer or officers who are aggrieved providing the officer or officers advise the shift commander.

5.6: Miscellaneous - Any grievance not appealed within fourteen (14) business days from one step of the grievance procedure to the next step will be considered withdrawn unless the time limits have been extended by mutual agreement.

5.7: No employee shall be required to make any oral statement concerning any alleged misconduct which could be a basis for criminal and/or formal charges, unless he has first been afforded the opportunity to have the President or another officer of the Union present. He shall have twenty-four (24) hours after making any oral statement to make any requested written statement. Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which may result in official entries being added to his personnel file.

ARTICLE 6 **SEPARABILITY CLAUSE**

6.1: In the event that any provision(s) of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not effect the remainder of the provisions hereof. In such an event, the parties of this Agreement shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 7 **MANAGEMENT RIGHTS/WORK SCHEDULES**

7.1: The Union recognizes that the City retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the type of equipment, the service, and scheduling of services to maintain order and efficiency in it's departments and divisions to hire, lay off, assign, transfer, promote employees and to determine the reasonable quitting time, starting time, subject only to such regulations, restrictions and provisions governing the exercising of these rights as are provided in this Agreement and state laws and rules and regulations of the Act 78 Police and Fire Civil Service Commission.

7.2: Wages, hours and conditions of employment legally in effect at the execution of this agreement will herein be maintained during the term of this agreement. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this agreement either contrary to the provisions of this agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement. This agreement shall supersede any rules and regulations governing the Department of Public Safety, except rules and regulations of ACT 78 Police and Fire Civil Service Commission. This agreement shall supersede any rules and regulations governing the Fire Section except rules and regulations governing the Fire Section except rules and regulations of ACT 78 and ACT 125 as amended (for "employee/24 hour").

7.3: The Union may, with approval of the Director of Public Safety, conduct meetings using the employer's facilities. Presumption of authority for special meetings is not granted except as noted by prior approval.

7.4: The work schedule of "employee/24hour" shall be prescribed by ACT 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended and shall average fifty-six (56) hours per week. For the purpose of this agreement, a day shall constitute twenty-four (24) consecutive hours of duty and a schedule shall constitute twenty-seven (27) consecutive days. Once a schedule goes into effect, no changes shall be made in that schedule except in cases of prolonged illness; then the affected members work schedule can be changed when he is given six (6) full days notice of the schedule changes.

7.5: In the event said acts are modified or amended during the term of this agreement, the provisions of this agreement relating to said modifications and/or amendments shall be a subject of negotiations between the parties and changes subject to these modifications and/or amendments may be mutual agreement of both parties.

7.6: Schedules for all employees shall be posted seven (7) days prior to implementation. Once schedule goes into effect, no changes shall be made in that schedule except in cases of prolonged illness. Then the members work schedule can be changed only when the affected member is given a minimum of twenty-four (24) hour notice of scheduled change. A prolonged illness for an eight (8) hour employee shall be defined as one which exceeds five (5) consecutive days.

ARTICLE 8 **ADMINISTRATIVE OBLIGATION**

8.1: This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

ARTICLE 9 **REOPENING OF CONTRACT**

9.1: It is hereby agreed by the City and the Union that any and all terms of this contract shall be opened for additions or omissions at any time before its expiration upon agreement of both parties.

ARTICLE 10 **DURATION OF CONTRACT**

10.1: This agreement shall become effective on July 1, 1999 and shall remain in force, in effect to, and including June 30, 2002.

10.2: In the event that negotiations extend beyond the expiration date of this agreement, the terms and provisions of this agreement shall remain in force and effect, pending agreement upon a new contract which new contract shall be retroactive to the expiration date of this agreement.

ARTICLE 11
WAGES

11.1 The following salary schedule shall be in effect from July 1, 1999 to June 30, 2002:

	7-1-99	7-1-00	7-1-01
Public Safety Sergeant I (1 st 24 Months)	55,680	57,350	59,071
Public Safety Sergeant II (After 24 Months)	59,299	61,365	63,500
Fire Marshal	63,746	65,967	68,263
Public Safety Lieutenant	65,229	67,502	69,850

11.2: For the purpose of this agreement, it is understood that these salary schedules are based on 2,912 hours at straight time for "Employee/24 hour" and 2,080 hours at straight time for "employee/8 hours". In order to comply with ACT 604 of the Public Acts of 1978, employees working an average of fifty-six (56) hours work week will be paid the first fifty-three (53) hours at straight time and the last three (3) hours at time and one-half or 57.5 hours at straight time.

11.3: In the event that the salary of the Public Safety Officer is increased at any time during the course of this agreement, then:

The salary of a Public Safety Sergeant with less than 24 months in grade will be a minimum of 12% above that of a Public Safety Officer; and

The salary of a Public Safety Sergeant with more than 24 months in grade will be 6.5% effective July 1, 1999, 7% effective July 1, 2000 and 7.5% effective July 1, 2001 above that of a Public Safety Sergeant with less than 24 months in grade; and

The Salary of a Public Safety Lieutenant will be a minimum of 10% above that of a Public Safety Sergeant with more than 24 months in grade.

11.4: The Fire Marshal's salary shall be seven and one-half percent (7 ½%) above that of the rank of Public Safety Sergeant II.

11.5: Any employee covered by this agreement, temporarily assigned to a higher rank, shall receive the full rate of pay of that higher rank, after he has been thus assigned for an accumulative total of forty (40) hours during a twelve (12) month period, commencing July 1 of each year. For the first forty (40) hours the employee shall receive the starting rate of pay of the higher rank.

11.6: A reasonable number of command/supervisory personnel shall be on duty at all times to ensure the safety of the men.

ARTICLE 12 **HOLIDAYS**

12.1 Paid Holidays observed shall be as follows and Holidays are credited on the day observed:

- | | | |
|-----------------------|--------------------------|-------------------------|
| 1. New Year's Day | 6. Forth of July | 10. Thanksgiving Day |
| 2. New Year's Eve Day | 7. Labor Day | 11. Christmas Eve Day |
| 3. Presidents Day | 8. Employee Date of Hire | 12. Christmas Day |
| 4. Easter Sunday | 9. Veteran's Day | 13. Employee's Birthday |
| 5. Memorial Day | | |

12.2: Any employee that works on the Holiday will receive the Holiday Pay in addition to the regular day's pay. Any employee that works on Christmas Day and New Year's Day will receive time and one-half for hours worked plus Holiday Pay.

12.3: Any employee that works on a holiday will receive the holiday pay in addition to the regular day's pay.

12.4: There will be no transfer of holiday time to the vacation bank. The employee shall receive pay for any holiday time not taken as furlough during the course of the year.

12.5: Holidays to be paid on the last pay in June and on the first pay in December at the Officer's current rate of pay.

ARTICLE 13 **PERSONAL LEAVE DAYS**

13.1: Each "employee/8 hour" shall be granted four (4) scheduled work days off per year at the appropriate straight time rate for personal business. Each "employee/24 hour" shall be granted two (2) scheduled workdays off per year at the appropriate straight time rate for personal business. These will be given at the beginning of the fiscal year.

13.2: Requests for personal leave will be granted, provided not more than one (1) employee per function (law enforcement or fire) per shift is on personal leave. Any additional employees on personal leave on the same day beyond one (1) employee per function per shift must be approved by the Director of Public Safety, subject to available manning of the shift affected. The department must be notified of such personal leave day prior to the employee's absence.

13.3: Personal leave taken in blocks of less than three hours will be paid to the employee working the overtime for the time actually worked (3 hour minimum in Section 17.1 does not apply).

13.4: Personal business days are not accumulated from one fiscal year to another. Any personal leave days that are not used within the fiscal year will be paid to the employee per the rates in section 12.2 of this agreement and are payable at the end of the fiscal year and will be included in the last pay period of the fiscal year.

13.5: In cases of extreme emergency, such as during a civil disorder or other extraordinary circumstances, it may be necessary to deny confirmation of personal business leave days so as to avoid impairment of basic departmental operations.

13.6: Personal business days shall not be taken on holidays.

ARTICLE 14 **SICK LEAVE**

14.1: All employees shall be entitled to sick leave with pay, based on 8 hours per month for each "employee/8-hour" and 11.2 hours per month for each "employee/24 hour, at the employees straight time rate of pay. Sick leave shall have MAXIMUM ACCUMULATION of eight hundred (800) hours for each "employee/8-hour" and eleven hundred twenty (1120) hours for each "employee/24 hour." One half (½) of the accumulated sick leave shall be paid the employee upon retirement or honorable separation from the department or to his dependents upon death at his present rate of pay. If the employee should die in the line of duty, his family will be paid the full amount of sick days accumulated by the employee.

14.2: The employee accumulating sick days shall have the choice at the end of the fiscal year to bank all accumulated sick days earned during the fiscal year, or to receive pay for one-half (½) his unused sick days and bank one-half (½) unused sick days up to an accumulation of 400 hours, for "employee/8-hour" or 560 hours for each "employee/24 hour." This option may be exercised anytime an "employee/8-hour" falls below 400 hours or "employee/24 hour" falls below 560 hours of accumulated sick time. The choice to receive pay for one-half (½) unused sick days shall be made in writing to the employee's Shift Commander. This option shall not be exercised unless the employee has a minimum of 96 hours remaining in the sick leave bank for an employee/8 hours; or 134.4 hours for an employee/24 hours.

14.3: After an "employee/8 hour" has accumulated 400 hours in the bank or "employee/24 hour" has accumulated 560 hours in the bank, he must take pay for one half (½) of the his unused sick days each year until he reaches an accumulation of one hundred 800 hours for an "employee/8 hour" or an accumulation of 1120 hours for an "employee/24 hour" in their respective sick leave banks.

14.4: After an "employee/8 hour" has accumulated 800 hours in the bank or "employee/24 hour" has accumulated 1120 hours in the bank, he will be paid at the rate of three-fourths (¾) of his unused sick days at his current rate of pay.

14.5: Serious illness of a husband, wife, or child shall warrant use of sick leave by the employee and will be deducted from his accumulated sick leave days.

14.6: Sick pay will be included in the last pay period of the fiscal year for the previous twelve- (12) months of the last fiscal year. The formula for payment of sick time is total number of hours earned in a fiscal year minus the total number of hours taken sick. If an employee uses more sick time than what is earned in a fiscal year, regardless of when the sick time is taken, he is not entitled to any sick time pay.

14.7: In case of illness the employee may use vacation and/or accumulated holidays, if needed, if all sick leave and other benefits have been exhausted.

14.8: A sick leave bonus of \$325.00 will be included in the last pay period of the fiscal year to employee's not using more than two (2) sick days in the previous twelve (12) month period July through June. Upon separation from employment, the bonus will be pro-rated for partial year credit.

14.9: Serious illness of mother, father, or any member living in the household of the employee may warrant the use of sick leave by the employee, provided approval is granted by the employee's immediate supervisor. No more than two sick days will be granted per occurrence.

ARTICLE 15 **FUNERAL LEAVE**

15.1: If a death occurs among the employee's immediate family, such member will be granted three (3) days funeral leave. Funeral Leave may be extended to five (5) days, within the approval of the Director of Public Safety, based on individual circumstances, such as an out of town funeral, or other reasons acceptable to the Director of Public Safety.

The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, stepfather, stepmother, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchild, stepmother-in-law, or stepfather-in-law.

When funeral leave for the death of someone in the immediate family, it is understood that the employee is granted funeral leave for the purpose of making any pre or post funeral and/or burial arrangements, attending the actual services, and bereavement.

15.2: If a death occurs among the relatives of the employee such employee will be granted one (1) day funeral leave.

Relatives are defined as aunt, uncle, niece, nephew, brother-in-law and sister-in-law, aunt-in-law, uncle-in-law, niece-in-law and nephew-in-law.

Funeral leave granted for the death of a relative is for the purpose of attending the funeral and/or burial services, such as a ceremony, mass, or internment proceedings at a funeral home, church, or cemetery. Funeral leave will not be granted to visit a funeral home.

15.3: Time off granted as funeral leave will not be deducted from an employee's other accrued banks (sick, vacation, personal leave, holiday or comp. time).

15.4: Funeral leave will not be granted on any scheduled pass day, but can be granted prior to or after any pass days, providing the meets the requirements in the last paragraph of Section 15.1 or 15.2. Funeral leave can be used in lieu of other scheduled time off - sick time, vacation time, personal time, holiday time or comp. time.

ARTICLE 16 **LIFE INSURANCE**

16.1: The Employer shall provide and the employee shall accept the following amounts of group life insurance and accidental death and dismemberment (A.D.&D.):

16.2: Following thirty (30) calendar days of employment, all employees covered under this agreement will be provided with fifty thousand dollars (\$50,000) of life insurance plus a like amount of A.D.& D. The benefit will become effective the first of the month following the thirty (30) day period. All provisions of the insurance company in force at time of claim will determine how all benefits are handled. The employer will endeavor to maintain a competitive benefit plan at an affordable cost, to that end the employer has the right to determine a carrier for this benefit. Each employee will be provided a Life and A.D.& D. certificate within a reasonable time following eligibility. Beneficiary changes are the full responsibility of the employee. The employer will provide assistance and forms needed for claims and beneficiary changes.

16.3: Each employee, upon retirement, will have the opportunity to retain five thousand (\$5,000) dollars worth of life insurance under the City's group plan with the premium to be paid by the retiree.

ARTICLE 17 **OVERTIME**

17.1: An "employee/8 hour" called in for duty for other than his regular eight (8) hour shift shall receive a minimum of three (3) hours pay at time and one-half (1 ½), and time and one-half (1 ½) for each additional hour thereafter, at this current rate of pay.

An "employee/24 hour" called in for duty for other than filling of a regular shift assignment shall receive a minimum of three (3) hours pay at time and one-half (1 ½), and time and one-half (1 ½) for each additional hour thereafter, at this current rate of pay based on a forty (40) hour work week. If called in for duty for the filling of a regular shift assignment, the rate of pay shall be based on a fifty-six (56) hour work week.

17.2: A rotating list shall be maintained to guarantee equal opportunity and distribution of all special overtime. This list shall be posted on the bulletin board.

17.3: An employee working over his regular shift to complete work started on a regular shift, will be paid at one and one-half (1 ½) time his base pay, for the time actually worked.

EXAMPLE:

0 – 4 minutes	0 minutes
5 – 20 minutes	15 minutes
21 – 35 minutes	30 minutes
36 – 50 minutes	45 minutes
51 – 60 minutes	60 minutes, etc

17.4: An employee called into work within one (1) hour prior to start of his regular shift will be paid at one and one-half (1 ½) times his base pay, for the time actually worked.

17.5: An employee called to work any overtime on a holiday will be paid double time for the hours worked, in addition to Holiday Pay. Holidays eligible for double time are numbers 1,2,4,5,6,7,10,11,12 as shown in Section 12.1 of this agreement.

17.6: An employee called in to work on a holiday due to any police, fire, or E.M.S. emergency requiring additional manpower, will be paid double time for all hours worked. Holidays eligible for double time are numbers 1,2,4,5,6,7,10,11,12 as shown in Section 12.1 of this agreement.

ARTICLE 18
COURT TIME, JURY DUTY, COMP. TIME, STAND-UP PAY

18.1 Court Time: When required to attend court while not on duty, an employee shall be accredited time at one and one-half (1/2) for each hour, with a minimum of three (3) hours. This shall also pertain to hearing at the Liquor Control Commission, License Appeal Board and Civil Service Hearings. If the Union requests an employee to appear at any Civil Service Hearings, it will be the Union's responsibility. The employee required to attend court as specified above will be paid a 40-hour rate, at his current rate of pay.

18.2 Court Stand By Pay: Any Officer required to be on stand-by for court will be paid a minimum of two (2) hours pay at one and one half (1 ½) at his or hers rate of pay. The taking of comp time in lieu of pay is not an option.

18.3 Jury Duty: Any employee covered by this agreement required to serve on jury duty will suffer no loss of pay or paid benefits but will be paid the difference between jury pay and his regular pay.

18.4 Comp Time: Members of the bargaining unit may choose compensatory time instead of overtime pay. Compensatory time earned by any "employee/8 hours" and any "employee/24 hour" shall be credited at time and one-half (1 ½) the actual hours worked except if earned per section 17.5 or 17.6. The maximum accumulation of compensatory time will be 100 hours at June 30 of each year; any hours over 100 will be paid off in the last pay period of June of each year. Upon promotion compensatory time will be paid at the rate earned and will be paid within thirty days of promotion.

18.5: Any comp time accrued in the bank of any employee will be adjusted when switching to an eight (8) hour shift from a twenty-four (24) hour shift, or when switching from a twenty-four (24) hour shift to an eight (8) hour shift, by using the following pro-ration: 40/56:56/40.

18.6 Stand-Up Pay: Any police division patrol sergeant required to report to duty fifteen minutes prior to the scheduled starting time will be paid at one and one half (1 ½) at his or hers rate of pay for all time worked. The taking of comp time in lieu of pay is not an option.

18.7 Trading of Days: Subject to department manpower requirements, employees covered by this agreement shall be permitted to trade voluntarily work or leave days with permission of the Director of Public Safety. Notification, when possible, shall be in writing and submitted twenty-four (24) hours in advance to the Director.

18.8 No Smoking Bonus: There shall be no smoking in any public building in the city per Michigan State Law. Employees who totally refrain from smoking during working hours, including overtime, shall receive a \$300 bonus, payable at the end of the fiscal year.

ARTICLE 19 **VACATION**

19.1: Employees shall be entitled to vacation time per the following schedule:

			<u>"Employee/8 hour"</u>	<u>"Employee/24 hour"</u>
0-2 years	2 weeks	=	80 hours	112 hours
3-4 years	3 weeks	=	120 hours	168 hours
5-14 years	4 weeks	=	160 hours	224 hours
15 years	4 1/5 weeks	=	168 hours	235.2 hours
16 years	4 2/5 weeks	=	176 hours	246.4 hours
17 years	4 3/5 weeks	=	184 hours	257.6 hours
18 years	4 4/5 weeks	=	192 hours	268.8 hours
19-20 years	5 weeks	=	200 hours	280 hours
21-22 years	5 1/5 weeks	=	208 hours	291.2 hours
23-24 years	5 2/5 weeks	=	216 hours	302.4 hours
25-26 years	5 3/5 weeks	=	224 hours	313.6 hours
27-28 years	5 4/5 weeks	=	232 hours	324.8 hours
29-30 years	6 weeks	=	240 hours	336 hours

19.2: Vacation shall be earned on a calendar year basis and shall be pro-rated for less than a full year of service.

19.3: Vacations will be picked by each employee on the basis of seniority.

19.4: There shall be no maximum on the amount of vacation days an employee may accumulate. However, for the purpose of pay off at the time of retirement, resignation or death the maximum accumulation paid for will not exceed the maximum vacation which can be acquired by an employee in two (2) years based on the nineteen (19) years increment of five (5) weeks. Upon separation from service, the accumulated vacation time shall be paid at the employees' current rate of pay.

19.5: Each employee will be credited with vacation time on their anniversary date of hire.

- ◆ A one-time adjustment will be needed to start this system. Listed below are the terms needed to begin the one-year adjustment.
- ◆ The adjustment period will begin on 07/01/99 and end on the date of hire of each employee in the year 2000.
 1. On 7/01/99 each employee will be credited with their *entire* adjusted amount of furlough time.
- ◆ An employee with a date of hire between 01/01 and 6/30 will receive their pro-rated amount of furlough time for that period. They will then receive their next allotment of furlough time on their date of hire, year 2000.
- ◆ An employee with a date of hire between 07/01 and 12/31 will receive their entire amount of furlough time that *would be accrued* by their date of hire in 1999. However, they will not receive any further furlough time until their date of hire, year 2000.
 2. An employee who does not have enough furlough time to reach his next allotment will be allowed to use Compensatory Time as furlough time. The Compensatory Time will be treated exactly like furlough time, as long as the employee has exhausted his/her furlough time bank.
- ◆ However, the employee may only use that amount of time that would have been accrued to their seniority date under the old system.
 3. If an employee has exhausted his/her furlough bank and has no compensatory time, the employee may utilize their sick time as furlough time.
- ◆ However, the employee may only use that amount of time that would have been accrued to their seniority date under the old system.

- ◆ Any sick time used will be considered deficit furlough hours and will be charged to the sick time bank at the excess rate (50% - 75%).

ARTICLE 20
LONGEVITY

20.1 All employees shall receive longevity pay the first pay period of the month following their anniversary date based on the rate of \$95.00 per year of service, commencing on the employee's fifth anniversary date.

Example:	5 Years seniority	\$475.00
	6 Years seniority	\$570.00
	7 Years seniority	\$665.00 (etc.)

There is no cap on the amount of longevity pay. Upon separation from the department, a pro-rated amount will be paid for any partial year of service.

ARTICLE 21
SHIFT DIFFERENTIAL/SWING SHIFT PREMIUM

21.1: Each "employee/8 hour" that works an afternoon shift will receive seventy-six dollars and ninety-two cents (\$76.92) per each twenty eight (28) day shift worked to be paid the last pay period of the fiscal year. Afternoon shift premium is based on one thousand dollars (\$1,000) per year.

21.2: Each "employee/8 hour" that works a midnight shift or one of the two (2) swing shifts will receive one hundred and fifty-three dollars and eighty-five cents (\$153.85) per each twenty eight (28) day shift worked to be paid the last pay period of the fiscal year. Midnight/swing shift premium is based on two thousand dollars (\$2,000) per year.

21.3: Any "employee/24 hour" covered by this agreement, assigned to work a swing shift, shall be eligible to receive a swing shift premium. The swing shift premium shall be a two thousand (\$2,000) dollars annual premium, to be paid the last pay period of the fiscal year.

If the swing shift assignment is changed from one employee to another, the two thousand dollars annual premium is to be pro-rated. In determining any pro-rated amount, a full month credit shall apply to any portion of a month worked in the swing shift assignment.

Management rights shall prevail as to who can be ordered to swing shift; providing that Article 4, paragraph 4.1 and Article 7, paragraph 7.4 of this agreement are not violated.

ARTICLE 22
CLOTHING, CLEANING, UNIFORMS,
EQUIPMENT, AND PERSONAL PROPERTY

22.1 Clothing Allowance: Each employee covered by this Agreement shall receive a clothing allowance each year in the amount of three hundred seventy-five (\$375.00) dollars.

22.2 Cleaning Allowance: Each employee covered by this Agreement shall receive a cleaning allowance of three hundred seventy-five (\$375.00) dollars per year.

22.3: Upon separation from the department, the clothing and cleaning allowance will be prorated for partial year service, if the officer has less than three (3) months credit for that fiscal year.

22.4: Both clothing and cleaning allowance are to be paid at the beginning of each fiscal year.

22.5 Cleaning and Replacement of Uniforms: Normal cleaning and replacement of uniforms will be individual employee's responsibility and paid for from the clothing and cleaning allowance given each employee. If there is cleaning or replacement of uniforms (such as from firefighting, during an arrest, or performing assigned duties) the claim for the adjustment will be made through channels to the Director of Public Safety. The Director will see that payment is made to the employee.

22.6 Firefighting Turnout Gear: The City shall furnish all rubber goods (boots, bunker coat, helmet and liner, gloves, goggles, badges and accessories) required for the safety and welfare of the employee.

22.7 Loss of Personal Property: The City shall compensate the employee in full for loss or damage to any personal property, such as, glasses, rings, watches, etc., up to the value of two hundred and fifty dollar (\$250), suffered during an arrest or performing his assigned duties. The City shall compensate the employee in full for loss or damage to any personal property suffered during an arrest or while performing his assigned duties, up to the value of two hundred and fifty (\$250) dollars, when it is approved by the Director of Public Safety.

22.8: The City shall compensate the employee in full for any loss or damage to any property that is duty related, such as, uniforms, leather goods, weapons, etc.; when not due to the employee's negligence or carelessness.

ARTICLE 23
FALSE ARREST INSURANCE

23.1: The City shall maintain the same levels of false arrest insurance as is presently in effect. The City shall assume full cost of the policy. A policy statement on riots and civil disturbances to be included in this agreement.

ARTICLE 24
EDUCATION

24.1: Each employee promoted into the Unit prior to July 1, 1999 covered by this agreement shall receive an education allowance upon completion of a certificate in Police Administration or Police Science: or Fire Administration or Fire Science. Said education allowance shall be \$1,142 for a Fire Sergeant, \$1,159 for a P.S. Sergeant, \$1,234 for the Fire Marshall and \$1,275 for a Lieutenant upon submission of a Certificate showing completion of all subjects in said course.

24.2: Each employee promoted into the Unit prior to July 1, 1999 covered by this agreement shall receive an additional education allowance upon completion of a second certificate in Police Administration or Police Science: or Fire Administration or Fire Science. Said education allowance shall be \$381 for a Fire Sergeant, \$386 for a P.S. Sergeant, \$411 for the Fire Marshall and \$425 for a Lieutenant upon submission of a second Certificate showing completion of all subjects in said course.

24.3: Each employee promoted into the Unit prior to July 1, 1999 covered by this agreement shall receive an education allowance upon completion of an Associate Degree in Police Administration or Police Science; or Fire Administration or Fire Science. Said education allowance shall be \$1,523 for a Fire Sergeant, \$1,545 for a P.S. Sergeant, \$1,645 for the Fire Marshall and \$1,699 for a Lieutenant upon submission of an Associate Degree. An employee who receives a Bachelors Degree in the Behavioral Sciences, will receive the same education allowance as afforded an Associate Degree.

24.4: Each employee covered by this agreement shall receive an education allowance upon completion of a Bachelors Degree majoring in a course of studies involving Police, Fire, Criminal Justice, or Public Administration. Said education allowance shall be \$2,284 for a Fire Sergeant, \$2,317 for a P.S. Sergeant, \$2,467 for the Fire Marshall and \$2,549 for Lieutenant paid upon the submission of a Bachelors Degree.

24.5: Each employee covered by this agreement shall receive an education allowance upon attaining a Masters Degree in Police, Fire, Business Administration or Behavioral Science. Said education allowance shall be \$3,046 for a Fire Sergeant, \$3,090 for a P.S. Sergeant, \$3,290 for the Fire Marshal, and \$3,399 for a Lieutenant paid upon submission of a Master's Degree.

24.6: The schedule of education allowances shall be paid each week based on the dollar amounts in Appendix A divided by 52. The education allowances shall commence on the pay period following the submission of the CERTIFICATE or DIPLOMA of completion of said course and shall continue until a higher degree of education or higher rank is obtained. Said education allowance shall be retroactive to the date of graduation or promotion.

24.7: Each employee covered by this agreement shall receive one thousand five hundred (\$1,500) dollars premium pay per fiscal year on the first pay period in December, for attaining and maintaining a State License as a Basic Emergency Medical Technician. Such remuneration will be pro-rated for the fiscal year in which the license is received and pro-rated at time of retirement.

24.8: Any present member of the unit holding a valid EMT-P License shall be eligible for the EMT-P bonus and receive a two thousand nine hundred (\$2,900) dollar premium pay, paid in the first pay period in December. Any member obtaining a valid EMT-P license by the end of calendar year 1999, shall be eligible for the EMT-P bonus upon the retirement of the current EMT-P. All other members shall be at the discretion of the Director. Any member asked/ordered to obtain an EMT-P license shall do so at the City's Expense.

24.9: Each employee covered by this agreement shall receive a one thousand two hundred (\$1,200) dollar premium pay per fiscal year for attaining and maintaining a State License as an E.M.T. Instructor/Coordinator. Such pay will be paid in the first pay period in December. The E.M.T. Instructor/Coordinator pay will be pro-rated for a partial year's credit when applicable, and be pro-rated at the time of retirement.

24.10: It shall be the employee responsibility to obtain and maintain the Basic Emergency Medical Technician License and the Emergency Medical Technician Instructor/Coordinator License on his or her own time and at his or her own expense. To be eligible for the aforesaid mentioned premium pays, the employee must provide the City with a copy of the State License.

ARTICLE 25 **ANNUAL PHYSICAL**

25.1: The City shall bear the cost of an annual physical examination for each employee covered by this agreement. Such physical shall include but not be limited to, Chest x-ray and an electrocardiogram. Such physicals shall be given either on the employees anniversary date of hire or when requested by the City. The cost of said physical shall be paid by the City but not exceed one hundred (\$100) dollars per year, two hundred (\$200) dollars every two years, or three hundred (\$300) dollars every three years.

25.2: Payment will be made to the employee within seven (7) days of presentation of the bill to the City Manager.

ARTICLE 26 **PAYOFF OF FRINGE BENEFITS** **UPON SEPARATION FROM EMPLOYMENT**

In order to clarify any ambiguous and unclear language in the collective bargaining agreement between the City of Fraser and the Lieutenants and Sergeants Association, the following has been mutually agreed upon:

Pro-ration: Any benefit that is pro-rated, where applicable, will be credited by the month; if your work 1-15 calendar days in a month – 0 credit; 16 calendar days or more – 1 full month credit.

Section 12 – Holiday Pay: Any holiday earned will be paid as per contract.

Section 13 – Personal Time: Accredited to your account July 1, in advance for the fiscal year; will be pro-rated for partial year credit; unused personal time will be paid off, the same as under vacation pay off guidelines.

Section 14 – Sick Leave: Earned and accredited monthly; to be pro-rated for partial credit; any time earned during the fiscal year to be paid off per Section 14.2, 14.3 and 14.4 of this agreement; balance is then paid off upon separation per Section 14.1.

Section 14.8 – Bonus Sick Pay: Earned and accredited at the end of the fiscal year; to be prorated for partial credit.

Section 18 – Compensatory Time: Accredited as earned; paid off straight time pay.

Section 18.7 – No Smoking Bonus: Paid at the end of the fiscal year; to be prorated for partial year credit.

Section 19 – Vacation Time: Credited annually on anniversary date of hire after it is earned for the previous year; to be pro-rated for partial credit; paid off upon separation per Section 19.4.

Section 20 – Longevity: Earned and accredited on your anniversary date, paid the first pay of the month after the anniversary date; to be pro-rated for partial year of credit.

Section 21.1, 21.2, 21.3 – Afternoon Shift Premium, Midnight Shift Premium and Swing Shift Premium: Paid at the end of the fiscal year, any time accrued to be pro-rated where necessary and paid.

Section 22.11 and 22.2 – Clothing and Cleaning Allowance: Paid July 1 in advance for that fiscal year, to be pro-rated for partial year of service upon separation, if the employee has less than three months credit for that fiscal year.

Section 24.7, 24.8, 24.9 and 24.10 – Basic EMT, Paramedic and EMT I/C Pay: Paid the first pay in December for that fiscal year – 5 months paid in arrears and 7 months paid in advance; to be pro-rated for partial year credit.

ARTICLE 27 **CONTAGIOUS DISEASES**

27.1: The City shall provide vaccinations for the prevention of Asiatic flu or other flu and viruses or other vaccines as may be deemed necessary from time to time when outbreaks of epidemic nature are indicated.

27.2: Should an employee contact a contagious and/or communicable disease such as, but not limited to, meningitis, diphtheria, etc., during the performance of duties, he shall be protected as he would be under duty incurred injuries or disability.

ARTICLE 28 **DUTY INCURRED INJURY**

28.1: All employees injured or incapacitated in the discharge of their duties shall receive such pay for injuries as provided under State of Michigan's Workers' Compensation Law.

28.2: In addition to the minimum amount required by the law, the City shall pay an additional sum not to exceed the difference between the employee's regular salary and the amount of compensation. The employee injured and receiving workers compensation shall endorse all moneys received from the Insurance Company over to the City.

28.3: Such additional payment shall be made for a period not to exceed one (1) year. In the event, the employee receives a lump sum payment, it shall be treated as if weekly compensation had been received and paid out as above.

28.4: Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his Workers' Compensation check and his normal weekly net take-home earnings, excluding overtime from the first full day lost because of injury over the period of time he is unable to perform any work and is eligible and receives payments under the Workers' Compensation Act.

28.5: The City shall provide each employee covered by this agreement with income for any duty-incurred disablement which results in any disability lasting over ninety (90) days. The City will provide income for the employee which will equal sixty percent (60%) of the employee's current rate of pay until he reaches the age of sixty-five (65). All employees must submit to appropriate application procedures for coverage as required by the City.

28.6 Light Duty: All employees returning to work after injuries shall be capable of performing their assigned duties within the bargaining unit.

28.7: All employees can return to work within two (2) years following separation from employment due to duty-incurred injury provided an employee has ten (10) years of seniority and passes a physical examination conducted by the City's physician. The expense of said examination will be paid for by the City.

ARTICLE 29 **LONG-TERM DISABILITY INSURANCE**

29.1: The employer shall provide, through an insurance plan, a long-term disability program for non-duty disablement's.

Following a period of ninety (90) days of total disability, employees covered under this agreement will receive, in accordance with the provision of the insurance company in effect at the time of total disability, the benefits of sixty six and two-thirds percent (66 2/3%) of current base earnings at time of disability to retirement or 65 years of age not to exceed \$3,000 per month less any benefits provided under:

1. Primary and full-family Social Security
2. Accumulated sick leave
3. Any disability provision under the pension program then in force
4. Any other monies provided by the Employer under this Agreement.

The Employer reserves the right to choose the carrier for the long-term Disability benefits. Each employee will, within a reasonable time following eligibility, receive from the insurance carrier, a certificate of insurance. All beneficiary changes and claim processing are the responsibility of the employee. The Employer will provide reasonable assistance and forms needed for claims or beneficiary changes.

29.2: An employee may elect to delay coverage of Long Term Disability benefits, as covered under Sec. 29.1 of this agreement, until all or part of his time accrued banks are exhausted.

ARTICLE 30
HEALTH INSURANCE
HOSPITAL, MEDICAL, SURGICAL, PRESCRIPTION,
DENTAL AND VISION CARE

30.1: The City shall provide a PPO and an HMO insurance plan for Hospital, Medical, Surgical, Dental, prescriptions and vision (HMSPDV) for the employee and his or her family. This shall also include probationary employees. The employee shall have an option in electing an insurance plan - PPO or HMO - as provided by the City. The City shall set up a Third Party Administrator (TPA) for optical, hearing, air ambulance and RK surgery not provided in the HMO insurance coverage.

30.2: Each employee covered by this Agreement will be provided with an HMSPDV Plan, including the employee's family (dependent children are to be covered under the age of twenty-five (25), if deducted on the most recent Internal Revenue Service tax year as a dependent). These benefits will become effective the first of the month following thirty (30) calendar days of employment.

30.3: HMSPDV Benefits

A. Hospital, Medical, Surgical - Minimum Benefits

- Three hundred sixty-five (365) days of semi-private hospitalization in an approved hospital
- Full hospital extras
- Full medical, while hospitalized (on a reasonable and customary basis)
- Full surgical (on a reasonable and customary basis)
- Obstetric/Maternity is treated the same as any other condition for employee or spouse

- B. **Prescription Drug Program** - Each employee covered by this Agreement will be provided with a Prescription Drug Program, including the employee's family (dependent children to be covered until the age of twenty-five (25), if deducted on the most recent IRS tax form as a dependent).

Employees will purchase prescriptions from the approved list of carriers as provided the City of Fraser, subject to a \$5.00 co-pay per prescription. Prescriptions not obtained from the approved list of carriers may also be subject to a surcharge, if it is determined that under reasonable conditions and circumstances, the prescriptions could have been obtained from one of the City's carriers. The surcharge is the difference, if any, between what the City's carrier would have charged, and what was actually billed to the City by the outside prescription provider.

- C. **Dental with Orthodontia** - Benefits will be determined by the master insurance contract in effect at the time of claims.
- D. **Vision Care** - Each employee covered by this Agreement will be provided with a Vision care plan, including the employee's family (dependent children to be covered until the age of twenty-five (25), if deducted on the most recent Internal Revenue Service tax years as a dependent). This benefit will become effective the first of the month following thirty (30) calendar days of employment.

30.4 Major Medical: Following the use of the basic HMSPDV benefits, the employee will have at their disposal, a Major Medical (MM) plan to provide benefits as follows:

After a deductible of one hundred dollars (\$100) per person, two hundred (\$200) for a family, the Major Medical plan will pay eighty (80%) percent of the next two thousand dollars (\$2,000) of covered benefits, then one hundred (100%) percent of all other benefits up to one million dollars (\$1,000,000). Actual benefits will be governed by the insurance contract in effect at the time of an employee's claim. The benefits of the Agreement may exceed those included herein and determination of the Insurance Carrier is the full responsibility of the City. The City reserves the right to choose the carrier of these benefits.

30.5: The City will pay the full cost of the HMO (Blue Care Network) or equivalent and the TPA riders as required. If a member elects to maintain the PPO insurance coverage, the employee shall contribute \$15.00 per week.

30.6: The City will continue to assume the full cost of these plans for the immediate family upon the death of an employee when such death occurs in the line of duty and this coverage shall continue until the remarriage of the spouse and/or until the minor children attain the age of eighteen (18). Upon retirement of an employee hired prior to July 1, 1999 the City shall continue to assume the full cost of the coverage for both the retiree and the spouse. Upon the retirement of an employee hired after July 1, 1999, the City shall continue to assume the full cost of the coverage for both the retiree and spouse for an employee with 25 years service. An employee with less than 25 years upon retirement, the City will pay an amount equal to 4% per year of service.

If an employee dies prior to retirement, but not in the line of duty, the spouse and dependents shall be provided HMSPDV benefits (per Cobra), with the City funding the costs of said benefits for a maximum of six (6) months.

30.7: It is further understood that the retired employee and his spouse are eligible for full coverage of the HMSPDV plans paid by the City only when the employee has retired with twenty-five (25) years or more of service, and has retired at or after the age of fifty (50).

If an employee retires at or after age forty-nine (49), but prior to age (50), with twenty-five (25) years of service, the employee must pay for the HMSPDV benefits through the City until the age of fifty (50). The employee will pay one hundred two percent (102%) of the city's cost in accordance with applicable provisions of COBRA. After age fifty (50), the city will assume full cost of the coverage.

Any employee retiring prior to age forty-nine (49), regardless of years service, will not be eligible for any HMSPDV benefits. However, any member forced to retire due to health reasons will not be subject to these requirements, providing the employee has been employed by the City of Fraser for a minimum of ten years. If said employee becomes re-employed and receives health care benefits, the City shall discontinue any duplicate health care benefits, which will not be reinstated at any future date.

30.8 Medical Benefits Contributions Breakdown: Contributions of the \$15.00 per week can be made by the following methods.

1. \$15.00 cash deduction per week (Deductions from the paycheck at pre tax dollars).
2. Deductions from the employee's sick leave bank at 6-month intervals equal to the number of hours that equals \$390.00. These hours will be counted as sick time used, when calculating the employee's sick pay, per section 14.2, 14.3 and 14.4 of this agreement.
3. Deductions from the employee other banks i.e. vacation or personal leave at 6 month intervals equal to the number of hours that equal \$390.00.

Example: Assuming that an employees salary is \$41,600 per year, then his or her pay would be \$20.00 per hour. At this rate, the employee would have to lose 19.5 hours per 6 months from his or her bank. When the employee sick pay is calculated at the 6 months intervals per the respective section of the contract, the 19.5 hours deducted would be counted as sick time or vacation time or personal time used. (At the option of the employee)

ARTICLE 31 **RETIREMENT**

31.1: The City will provide a defined benefit pension plan with a pre-retirement death benefit. An employee will have full vested rights in the plan after completion of ten (10) years of service. The Defined Benefit Plan will be pursuant to the plan document at provided.

31.2: All employees will contribute three percent (3%) of all taxable gross earnings to the plan. The city will fund the balance of the plan as dictated by the plan's yearly actuarial report.

The employees will also be responsible for any ACT 135 pay-back (Section 31.3) and military time buy-back (Section 31.12) as provided for in this agreement.

31.3: All employees employed prior to July 1, 1976, will be required to fund the plan back to age-thirty (30) or his date of hire, based on the employee's yearly contribution of ACT 135, unless already vested in ACT 135. In addition, all employees will be required to return six (6%) percent of their wages from July 1, 1976 through June 30, 1979. The said debt shall be paid back at a rate of twenty dollars (\$20) per week. Further, it is understood that any former contribution by the employee into the Deferred Compensation plan can either remain there for the employee until separation from employment or be rolled into the Defined Benefit plan to be used solely against the employee's debt.

31.4: An employee's retirement benefit, as used in this agreement, is calculated from three factors:

- 1) A pre-determined percentage as contractually provided in Section 31.6, and Section 31.7 of the agreement; multiplied by:
- 2) The employee's Final Average Compensation (F.A.C.) which shall be the monthly average compensation as computed from the totals of all taxable moneys earned in the last sixty (60) months from the date of retirement; multiplied by
- 3) The employee's years of service which is the total sum of:
 - a) All years worked (accredited and pro-rated on a monthly basis)
 - b) Any years acquired under Section 31.12 of this agreement (buy-back credit for military service); and
 - c) Any years credit received as a volunteer firefighter

31.5: An employee with less than ten (10) Years of service is not vested and not entitled to a retirement benefit. Upon separation from service, the employee receives his contributions back with five percent (5%) interest per annum.

31.6: An employee with ten (10) years of service, but less than twenty-five (25) years will be entitled to a retirement benefit commencing at age fifty-five (55), based on two and one-half (2½%) percent of his F.A.C., times his years of service.

31.7: An employee with twenty-five (25) years of service, will be entitled to a retirement benefit commencing at age fifty (50) based on two and one-half (2½%) of his F.A.C., times his years of service.

31.8: The maximum retirement benefit that an employee can accrue shall be 80% of his F.A.C.

31.9: The employees pension will not be reduced because of any Social Security benefits received.

31.10: Any employee vested in ACT 135 will have his pension reduced by the same amount as received from the ACT 135 pension plan, when it is received.

31.11: The Union and the City agree to a ten year moratorium (through June 30, 1999) on pension changes, unless mutually agreed upon by both parties.

31.12: Buy-back Credit for Military Service – A member of the retirement system promoted into the unit prior to July 1, 1999 will be provided credited service for not more than six (6) years of active military service to the United States Government. A member of the retirement system promoted into the unit after July 1, 1999 who purchases not more than six (6) year of active military service to the United States Government such time purchased will have no impact on the actual years needed for retirement or vesting to qualify for a retirement, provided:

- A. the member pays to the retirement system five percent (5%) of his full-time or equated full-time compensation for the fiscal year in which payment is made multiplied by the years of military service up to the maximum the member elects to purchase or;
- B. the member pays to the retirement system five percent (5%) of his full-time or equated full-time compensation for the fiscal year in which payments are made for the same amount of time equal to the military service for which the member elects to purchase.

Service shall not be creditable if it is or would be creditable under any federal, state or local publicly supported retirement system. This restriction shall not apply to those persons who have or will have acquired retirement eligibility under the federal government for service in the reserve.

Any employee desiring to buy retirement credit for military service shall:

- A. Notify the City in writing as to his intent;
- B. Provide the City with reasonable proof of time served in the military service;
- C. Notify the City in writing as to the amount of time he wishes to buy back; and
- D. Notify the City in writing as to which pay-back schedule (A or B) he chooses to buy back his military services.

Upon completion of the above, the City will initiate for the employee payroll deduction for military service credit as soon as practical.

Bargaining Unit agrees to consolidate retirement plan into one Plan for the entire City.

ARTICLE 32
SPECIAL DUTY ASSIGNMENT

32.1: Any assignment other than to the patrol section will be considered a special duty assignment. Special duty assignment shall not be made without being posted for a period of fourteen (14) working days, prior to the assignment of such duty.

32.2: Any employee interested in such special duty assignment shall file a written request with the Director of Public Safety requesting consideration for such assignment. Such assignments shall be made by seniority, provided, that all other qualifications are equal as determined by the Director. The employee making application, if denied the assignment, will have the right to appeal through the grievance procedure. Any assignment longer than ninety (90) days will be considered PERMANENT.

32.3: Temporary assignments to a position, for reason of emergency conditions, will be left to the discretion of the Director of Public Safety but shall not exceed a period of twenty-eight (28) days in length.

ARTICLE 33
PUBLIC SAFETY DUTIES

33.1: The performance of fire duties will be considered a function of a Public Safety employee's duties, as follows:

- A. Promotions after January 1, 1982, shall assume duties as specified by the Director of Public Safety.
- B. A volunteer list shall be established for those Public Safety employees who wish to perform fire duties in excess of those specified above to wit 24 hour day 56 hour work week in accordance with MPA 125.
- C. Any overtime resulting in maintaining conditions set forth in ARTICLE 33, paragraph 33.1, Section B, will be made available first to members of the affected sections.

33.2: Temporary assignments to fire duty for reasons of emergency conditions will be left to the discretion of the Director of Public Safety.

33.3 Public Safety Officer Fire Training: All Public Safety employees will be required to take periodic fire training in fire service. The length of training shall not exceed one hundred and sixty (160) hours, in any calendar year after the initial basic training. This one hundred and sixty (160) hours shall include all fire training, both on and off duty. Fire training shall be at the discretion of the Director of Public Safety, with consideration given to an employee's work schedule, so as not to interfere with vacation time or scheduled days off.

33.4 Call Back to Assist the Fire Division: No employee of this Union will be required to keep a fire monitor/pager in his home except on a voluntary basis. Any member who voluntarily accepts a fire monitor/pager will not be reimbursed for its electrical operation

costs. All employees covered under this agreement shall be subject to call back in case of emergency.

33.5 Recovery Time: Any employee of the bargaining unit who is overcome by smoke and is otherwise incapable of performing his duty will be sent home while staying on duty status.

- A. The decision of an employee's capabilities will be determined by the Director of Public Safety or his designee. There will be no time lost or deduction of pay in these instances.
- B. Any injury occurring to an employee while fire-fighting, either on duty or call back, will be considered as an on duty injury and will be covered by Article 28 of this agreement.

33.6 Clean Up Responsibilities: On duty Public Safety command officers assigned to the law enforcement section will not be required or responsible for cleaning fire trucks and equipment, after assistance at a fire scene unless the employee(s) is working under Article 33 paragraph 33.1 sections A and B.

ARTICLE 34 **RESIDENCY**

34.1 It shall be the responsibility of each member of the Bargaining Unit to reside within the County of Macomb or that portion of St. Clair County that does not extend north of the north border of Macomb County.

Further agreements:

1. Delete letter of agreement Dated 10-25-96 from contract.
2. Remove all language relating to a Fire Captain.
3. Bargaining Unit agrees to drop grievance regarding Part B of Medicare.

ARTICLE 35 **WAIVER CLAUSE**

35.1: The parties acknowledge that during the negotiations which resulted in this agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area set forth in this agreement.

35.2: Therefore, the Employer and the members of the bargaining agents for the life of this agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

APPENDIX A
EDUCATION ALLOWANCES

	<u>Certificate Sec. 24.2</u>	<u>Certificate Sec. 24.1</u>	<u>Associate Degree Sec. 24.3</u>	<u>Bachelors Degree Sec. 24.4</u>	<u>Masters Degree Sec. 24.5</u>
Fire Sgt.	381.00	1142.00	1523.00	2284.00	3046.00
P.S./Sgt.	386.00	1159.00	1545.00	2317.00	3090.00
Fire Marshal	411.00	1234.00	1645.00	2467.00	3290.00
Lieut.	425.00	1275.00	1699.00	2549.00	3399.00

LETTER OF UNDERSTANDING

The Police Officers Labor Council representing the Fraser Command Officers Association, and the City of Fraser have reached agreement and sign this collective bargaining agreement with the following understanding:

The City and the union agree that if the Fraser Police Officers Association/POAM negotiates a NO co-pay of health benefit cost provision for their membership, then the co-pay (sec. 30.5) for the Fraser Command Officers Associations/P.O.L.C. will be eliminated

The City and the union agree that this labor agreement may be opened for further discussion on the subject of twelve (12) hour shifts.


The union and the City agree to hold harmless and drop all grievances and pending litigation on the subject of E.M.T.S. pay and compensation for any and all training and for attending related classes, provided that the City pay retroactively E.M.T.S. pay, as provided by this agreement, to all members of the union, back to date that the employee received his or her E.M.T.S. license.


The City and the union agree that negotiated changes in the agreement are retro-active to 7-1-99 and are subject to retro-active pay.


The City and the Union accept the resolution of Grievance #96-07, Road Staffing as a stand-alone item.

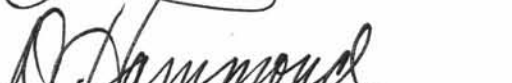
POLICE OFFICERS LABOR COUNCIL
FRASER COMMAND OFFICERS
ASSOCIATION


CITY OF FRASER:


Dan Bartley, Field Representative P.O.L.C.


Thomas B. Van Damme, City Manager


Jeffrey Newton, President


Donald Hammond, Vice President


David Wahla, Secretary

DATED: Sept 9, 1999



