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6/30/2002

Agreement

Between

**Police Officers Association of Michigan
(POAM)**

And

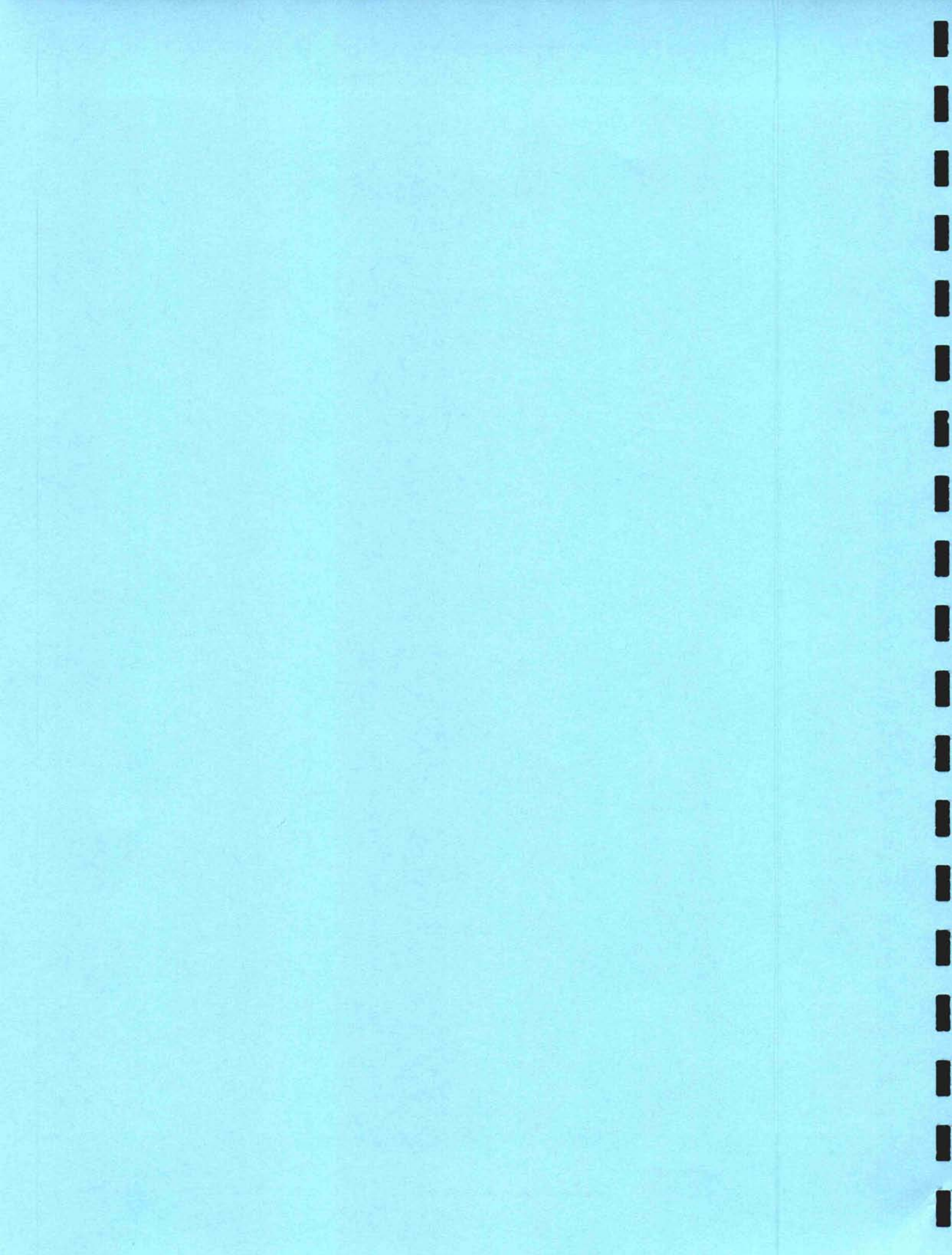
City of Fraser



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RELATIONS LIBRARY

Effective July 1, 1999 through June 30, 2002

Fraser, City of



AGREEMENT¹
between
POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)
and
CITY OF FRASER
PUBLIC SAFETY DEPARTMENT

Effective July 1, 1999 through June 30, 2002

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 19____, between the City of Fraser, hereinafter referred to as the "Employer" or "City", and the Police Officers Association of Michigan, hereinafter referred to as the "UNION" or "POAM". 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.

ARTICLE I
PURPOSE AND INTENT

1.1: 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.

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

1.3: The Union further recognizes the 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.

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

ARTICLE II
RECOGNITION

2.1: The City of Fraser recognizes the Union as the sole representative of the employees covered by this Agreement, for the purpose of collective bargaining with respect to wages, hours, working conditions, and other conditions of employment.

2.2: It shall be the joint concern of the City and the Union that no discrimination will be exercised against any employee because of any individual bias, race, creed, or organization activity or membership in any specific group.

A. The provisions of the Agreement shall apply to all full time paramedics and public safety officers employed by the Department of Public Safety of the

City of Fraser, excluding supervisors and all other employees.

- B. For the purpose of the Agreement, "employee" refers to all Public Safety Officers and Paramedics covered by this Agreement unless specifically excluded. "Employee/8-hour" refers to those employees working an eight (8) hour day, forty (40) hour week work schedule; also, "employee/24-hour" refers to those employees working a twenty-four (24) hour day, fifty-six (56) hour week work schedule.

ARTICLE III
REPRESENTATION

3.1: The Union may be represented in all negotiations with the City by a committee, with a maximum of three (3) members from the bargaining unit and not more than two (2) representatives from the POAM. The City agrees to negotiate with the committee.

3.2: The President of the local 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 administration 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) secular days prior to the scheduled date.

3.3: The President and his designated assistant shall be allowed two days off, per year, for the purpose of Union business days and/or POAM Convention. Said days off shall be with full pay, and shall be taken at the discretion of the Union President.

ARTICLE IV
AGENCY SHOP

4.1: Employees in this bargaining unit may have dues deducted by becoming a member of the Union. The City agrees to deduct such dues as the Union directs upon a signed payroll deduction authorization form signed by such Union member.

4.2: Employees of this bargaining unit who are not members of the Union and any new member, shall within ninety (90) days from their date of hire or upon entering the bargaining unit, as a condition of continued employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service fee in an amount equal to the monthly dues and assessments uniformly applied to the members, as a contribution toward the administration

of this Agreement. (The City agrees to discharge any employee in violation of this Agreement).

4.3: The City agrees to deduct such Agency Shop fees or service fees by employee filling out a payroll authorization form.

4.4: The City agrees to forward the dues and agency shop fees to the Treasurer of the FPOA, once monthly, along with a list of the employee's names.

ARTICLE V
APPOINTMENT, PROMOTION, DEMOTION, DISCIPLINARY ACTION

5.1: Act 78, Public Acts of 1935, as amended, shall provide all movements as they relate to appointment, promotion, demotion, disciplinary action and seniority (except grievances).

5.2: Effective April 18, 1991, Act 78, Public Acts of 1935, as amended, shall provide all movements as they relate to appointment, promotion, demotion, disciplinary action and seniority, except grievances, which shall be governed by Article VIII, and the probationary period, which shall be two (2) years for all new employees. Provided, however, that a new employee shall not be required to meet any residency requirement until such new employee is guaranteed permanent employment (i.e., is no longer subject to the foregoing probationary period), either at the end of two (2) years from the date of hire, or at such earlier date if the two (2) year probationary period is waived by the Employer.

ARTICLE VI
SENIORITY

6.1: A seniority list shall be furnished to the Union by the City at the beginning of the fiscal year. This list shall include all Public Safety Officers covered by this Agreement. A second list shall be furnished for non-public safety paramedics. Seniority will start from date of hire into the Public Safety Department as Public Safety Officer or paramedic. Job classification will have no bearing on a member's place on the lists.

ARTICLE VII
STRIKES AND LOCKOUTS

7.1: Neither the Union nor any person acting in its behalf, shall cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or part, or fail to perform the proper

performance of an employee duties) for any purpose whatsoever during the term of this Agreement. The City agrees that it will not engage in any lockout of the bargaining unit employees during the term of this Agreement, and that occurrence of such a lockout shall also be deemed a violation of this Agreement.

ARTICLE VIII
GRIEVANCE PROCEDURE

8.1: 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.

8.2: All grievances shall be timely and filed within fourteen (14) business days of the event, occurrence, or knowledge of the facts given 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 it 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.

- B. Discipline Grievances not satisfactorily adjusted between the employee, Union and the City Manager may be processed by the Union either to arbitration or Act 78 Civil Service Board, but not both.

Step 4: Arbitration.

1. The party desiring arbitration shall notify the other party in writing of their intent to arbitrate within fourteen (14) working days after receiving the written answer from the City Manager. If no written answer has been submitted by the City Manager, then said intent to arbitrate shall be submitted twenty eight (28) days after the grievance has been submitted to the City Manager. If the Union and the City are then unable to agree upon an arbitrator, the party requesting arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association.
2. 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.
3. 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.
4. 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.
5. 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.

6. The expenses of the Arbitrator shall be shared equally by the parties.

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

8.4: 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.

8.5: Miscellaneous. Any grievance not appealed within fourteen (14) working 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.

ARTICLE IX
SEPARABILITY

9.1: In the event that any provisions 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 X
MANAGEMENT RIGHTS

10.1: 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 its departments and division, to hire, lay off, assign, transfer, promote employees and to determine the reasonable quitting time and 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.

ARTICLE XI
UNION RIGHTS

11.1: The Union and the City further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council, as amended from time to time relating to the working conditions and compensations of officers are incorporated herein by

reference and made a part hereof to the same extent as if they were specifically set forth. Except as provided in this contract.

11.2: The City agrees to furnish and maintain a suitable bulletin board in a convenient location mutually agreed upon, for the exclusive use of the Union. Such bulletin board will be used for the posting of Union notices and other material.

11.3: The Union may, with approval of the Director, conduct meetings using City building facilities. Presumption of authority for special meetings is not granted except as noted by prior approval.

11.4: A reasonable number of PSO's and Paramedics shall be on duty at all times to insure the safety of the PSO's. The City shall continue to employ a minimum of thirty (30) PSO's plus a Community Policing Officer as budget restraints allow.

11.5: 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 had 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.

11.6: Written notification shall be given within a reasonable time to the Union, of any disciplinary action taken against any employee which may result in official entries being added to his personnel file.

11.7: The Union may be allowed reasonable time for the representation of employee(s) who are aggrieved, providing the employee/employees shift commander is advised.

ARTICLE XII
REOPENING OF CONTRACT

12.1: 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 the Union and the City Manager.

ARTICLE XIII
MAINTENANCE OF CONDITIONS

13.1: 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

pro-visions 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 Public Safety Department including rules and regulations of Act 78.

13.2: 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 negotiation between the parties and changes subject to these modifications and/or amendments may be made by mutual agreement of both parties.

13.3: Scheduling. Schedules for eight hour 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 duty-incurred injury or prolonged illness. Then the member's work schedule can be changed only when the affected member is given a minimum of 48 hours notice of the scheduled change. A prolonged illness for an 8 hour employee shall be defined as one which exceeds 5 calendar days.

The work schedule for "employee/24-hour" 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. All schedules shall be posted fourteen (14) days prior to implementation. Once a schedule goes into effect no changes shall be made in that schedule, except in cases of personal injury or prolonged illness; then the member's work schedule can be changed when the affected member is given twenty-four (24) hours notice of the schedule change.

13.4: Shift Assignments. Shifts for each schedule year (July to July) shall be picked by seniority. The selection shall be made prior to March 31st of each year for the following schedule year commencing in July following the schedule date.

ARTICLE XIV
WAGES

14.1: The following salary schedule for public safety officers shall be in effect from July 1, 1999, through June 30, 2002.

	<u>7-1-99</u>	<u>7-1-00</u>	<u>7-1-01</u>
Start	34,923	35,971	37,050
6 months	37,880	39,017	40,187
12 months	40,838	42,064	43,326
24 months	43,797	45,111	46,464
36 months	47,609	49,037	50,508
48 months	49,714	51,205	52,742

14.2: The following salary schedule for non-public safety officer paramedics shall be in effect from July 1, 1999 through June 30, 2002:

	<u>7-1-99</u>	<u>7-1-00</u>	<u>7-1-01</u>
Start	26,867	27,673	28,503
12 months	31,450	32,394	33,365
24 months	33,300	34,299	35,328
36 months	35,150	36,205	37,291
48 months	37,000	38,110	39,253

All benefits listed in the bargaining agreement will apply to the paramedics with the exception of those exclusively for PSO's. Union and City to decide which ones are applicable.

ARTICLE XV
HOLIDAYS

15.1: Paid holidays shall be as follows:

New Year's Day	Employee's Date of Hire
New Year's Eve	Veteran's Day
Presidents Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	Christmas Eve
Labor Day	Employee's Birthday
4th of July	

15.2: Any "employee/8-hour" not working on a holiday will receive eight (8) hours pay for that day. Any "employee/24-hour" not working on a holiday will receive eleven point two (11.2) hours pay for that day, the equivalent of one-fifth (1/5) of one (1) week's pay. Any employee who works on a holiday will receive holiday pay in addition to the regular day's pay.

15.3: 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.

15.4: Any public safety officer assigned to road patrol will receive pay equivalent to 1-1/2 times the normal rate of pay for that officer for hours actually worked on any shift on Christmas Eve, Christmas Day, New Years Eve and New Years Day. This section will in no way affect the language set forth in section 15.2 of this Agreement.

ARTICLE XVI
SICK LEAVE

16.1: All employees shall be entitled to sick leave with pay, based on one (1) day per month for each "employee/8-hour" and fourteen (14) hours per month for each "employee/24-hour," at the employee's straight time rate of pay. Sick leave shall have a maximum accumulation of one hundred (100) days for each "employee/8-hour" and fifty-eight (58) days for each "employee/24-hour." One-half (½) 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. 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 earned in a fiscal year, regardless of when sick time is taken, he is not entitled to any sick time pay.

16.2: The employee accumulating sick days shall have the choice at the end of the fiscal year to bank all the accumulated sick days earned during the fiscal year or to receive pay for one-half (½) of his unused sick days and to bank one-half (½) of his unused sick days up to an accumulation of fifty (50) sick days, for each "employee/8-hour" or twenty-nine (29) sick days for each "employee/24-hour." This option may be exercised anytime an "employee/8-hour" falls below fifty (50) accumulated sick days or "employee/24-hour" falls below twenty-nine (29) accumulated sick days. The choice to receive pay for one-half (½) of the 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 twelve (12) days remaining in the sick leave bank.

16.3: After an "employee/8 hour" has accumulated fifty (50) sick days in the bank or an "employee/24 hour" has accumulated twenty-nine (29) sick days in the bank, he must take pay for one-half (½) of his unused sick days each year until he reaches an accumulation of one hundred (100) days for an "employee/8 hour" or

an accumulation of fifty-eight (58) days for an "employee/24 hour" in their respective sick leave banks.

16.4: After an "employee/8-hour" has accumulated one hundred (100) sick days in the bank or an "employee/24-hour" has accumulated fifty-eight (58) sick days in the bank, he will be paid at the rate of three-fourths (3/4) of his unused sick days at his current rate of pay.

16.5: Serious illness of husband, wife or child shall warrant the use of sick leave by the employee and will be deducted from his accumulated sick leave days. Employees may be granted a sick day to attend a Mother or Father for illness, provided approval is given by the Director of Public Safety. No more than two (2) sick days will be taken in any one instance to care for a Mother or Father.

16.6: Sick pay will be paid on the same date as the last paycheck of the fiscal year.

16.7: Exhausted Sick Leave. 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 subject to the following provisions:

- A. If a member is out of sick leave, he will be taken off the payroll when absent.
- B. When an employee is absent for more than five (5) consecutive days, the Director will authorize transfer of other leave days upon receipt of a medical doctor's certificate explaining the illness or incapacity which prevented the employee from reporting.

16.8: A bonus of \$325.00 will be paid to an employee that does not use more than two sick days in a fiscal year. The bonus shall be paid by the second paycheck of the succeeding fiscal year. Upon separation from employment, the bonus will be pro-rated for partial year credit.

ARTICLE XVII
FUNERAL LEAVE

17.1: If a death occurs among the employee's immediate family such member will be granted three (3) days funeral leave, not to be deducted from his sick bank provided that such leave may be extended to five (5) days within the discretion of the Director of Public Safety based on individual circumstances such as an out-of-town funeral over 250 miles from the City, or other reasons acceptable to the Director.

17.2: The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, mother-in-law, father-in-law, grandparents, grandparent-in-law and grand-child.

17.3: If a death occurs among the relatives of the employee, such employee will be granted one (1) day funeral leave not to be deducted from his sick bank.

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

17.5: When on funeral leave, it is understood that the employee will be given funeral leave to arrange for or attend the funeral and burial. funeral leave will not be granted to visit a funeral home. Funeral and/or burial shall mean a ceremony, mass or interment proceedings at a home, church or cemetery.

17.6: Funeral leave will not be granted on any scheduled pass days. However, a member may be granted funeral leave prior or after any pass days, providing he meets the requirements in Section 17.5.

ARTICLE XVIII
INSURANCE

18.1: The Employer shall provide and the employee shall accept the following amounts of group life insurance and accidental death and dismemberment (A.D. & D.): Following thirty (30) calendar days of employment, all employees covered under this Agreement will be provided with thirty-five thousand dollars (\$35,000) of life insurance, plus a like amount of AD & 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 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 AD & 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.

18.2: 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 XIX
HEALTH INSURANCE
HOSPITAL, MEDICAL, SURGICAL, PRESCRIPTION,
DENTAL AND VISION CARE

19.1: 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.

19.2: 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.

19.3: 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 I.R.S. tax form as a dependent).

Employees will purchase prescriptions from the approved list of carriers as provided by 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.

19.4: 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 dollars (\$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.

19.5: 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. Contributions of the \$15.00 per week can be made by the following methods.

- A. \$15.00 pre-tax cash deduction per week from paycheck.
- B. A deduction from the employee's sick leave bank at six month intervals equal to the number of hours that equal \$390.00. These hours will be counted as sick time used, when calculating the employee's sick pay, per section 16.2, 16.3, and 16.4 of this agreement. This will not count as sick time used

for the purposes of the bonus that is detailed in 16.8 of this agreement.

- C. A deduction from the employee's other banks, i.e., vacation or personal leave at six month intervals equal to the number of hours that equal \$390.00.
- D. If option 2 or 3 above are selected by the employee and that employee fails to maintain the required number of hours in the bank chosen, \$390.00 will be deducted from the employee's paycheck in equal amounts over the next four pays.

19.6: 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.

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 ninety (90) days.

19.7: Upon the retirement of an employee whose date of hire is prior to July 1, 1999, the City shall assume the full cost of the coverage for both the retiree and the spouse. This provision includes employees retiring prior to July 1, 1999, but who do not begin to receive a pension until on or after July 1, 1999. For employees hired after June 30, 1999, the City contribution to retiree insurance will be provided based upon 4% per year of service, the balance of the cost will be the retiree's responsibility. An employee hired after June 30, 1999, that leaves service with a vested pension but is not eligible to receive a pension benefit until attaining retirement age, will not be eligible for insurance benefits.

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

Any employee retiring prior to age forty-nine, regardless of years of service, will not be eligible for any HMSPDV benefits prior to receiving a pension as defined in Article 33 of this agreement. Upon receiving pension benefits, the retired employee shall receive HMSPDV benefits as provided in this agreement. 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.

19.8: The City shall bear the cost of one physical examination per fiscal year for each member of the bargaining unit. The physical shall include but not be limited to a chest x-ray and electrocardiogram. The cost of said physical shall be paid by the City but will not exceed one hundred dollars per year or two hundred dollars every two years or three hundred dollars every three years. Payment will be made to the employee on the next disbursement following presentation of the bill to the City Manager or his/her designee.

ARTICLE XX
OVERTIME

20.1: Employees working over the eight (8) hour shift to complete work started on regular shift will be paid at one and one-half (1-1/2) his base pay.

Example: 1-15 minutes - 15 minutes
 15-30 minutes - 30 minutes, etc.

20.2: Members being called in to work overtime in the patrol division shall be paid at the 40 hour rate and officers called in to work overtime in the fire division shall be paid at the 56 hour rate, except in the provisions set forth in Article 21.1 where all members that are called in shall be compensated at the 40 hour rate.

20.3: Members of the bargaining unit may choose compensatory time in lieu of overtime pay. Compensatory time will be awarded at the rate of one and one-half times the actual hours worked. After July 1, 1999, the maximum accumulation of compensatory time will be 100 hours and hours in excess of 100 must be used within the contract year or be paid off in June of each year. Upon promotion, compensatory time will be paid at the rate earned and will be paid within thirty days of promotion.

20.4: Vacation time, compensatory time and sick time earned after January 1, 1997, by members assigned to the 56 hour shift will be pro-rated if/when the member returns to the 40 hour shift at a rate of 56/40. A similar factor will be applied when a member transfers from the 40 hour shift to the 56 hour shift.

ARTICLE XXI
CALL BACK

21.1: An employee 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 (1-1/2), and time and one half (1-1/2) for each additional hour thereafter, except, however, an employee called into work within one (1) hour prior to the start of his regular shift will be paid at one and one-half (1-1/2) times his base pay for the time actually worked.

ARTICLE XXII
COURT TIME

22.1: When required to attend court while not on duty, an employee shall receive time and one-half (1-1/2) for each hour with a minimum of three (3) hours pay at time and one-half (1-1/2) of the officer's current rate. This shall also pertain to hearings 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 at the forty (40) hour rate.

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

22.3: Any employee required to serve on jury duty will suffer no loss of pay or benefits. If on jury duty, the employee will turn jury duty pay into the City. If off duty, the member is entitled to keep all jury duty pay. A member will not receive court time pay for attendance to jury duties. If an employee is on jury duty, he will be placed on the second shift during his jury duty time on a Monday through Friday schedule.

22.4: Attendance in Court While on Duty Disability. Officers on duty disability are assigned to shift II and if able to appear in court, will not be paid court time. The employee will have the responsibility to notify a command officer of his unavailability for court due to disability. The City will be responsible to notify the court of the unavailability of the officer.

ARTICLE XXIV
VACATIONS

23.1: Each "employee/8 hour" shall be entitled to twenty (20) working days of vacation up to the completion of fourteen (14) years of service. After completion of fourteen (14) years of service, an employee shall be entitled to one (1) additional

working day of vacation for each year of service beyond fifteen (15) years up to a maximum of twenty-five (25) days.

Each "employee/24 hour" shall be entitled to 224 hours of vacation up to the completion of fourteen (14) years of service. After completion of fourteen (14) years of service, an "employee/24 hour" shall earn vacation according to the following schedule:

15 years235.2 hours
16 years246.4 hours
17 years257.6 hours
18 years268.8 hours
19 or more years280.0 hours

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

23.3: All members shall draw vacations by seniority. There is a forty (40) day or three hundred twenty (320) hour cap on accumulated vacation time, and those employees currently over three hundred twenty (320) hours will be given two (2) years to liquidate any hours over three hundred twenty (320). Vacation selection for "employee/24 hour" personnel will continue as is.

23.4: However, for the purpose of payoff 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. This includes vacation time and transferred holidays as outlined in Article XV, Section 15.3, of this Agreement. Upon separation from service, the accumulated vacation time shall be paid at the employees current rate of pay.

23.5: Each employee will be credited with one half (½) his vacation days on January 1 and with one half (½) his vacation days on July 1 of each year.

ARTICLE XXIV
LONGEVITY

24.1: All employees shall receive longevity pay the first paycheck of the month following their anniversary date, based on the rate of \$90.00 per year of service, commencing on the employee's fifth anniversary date. 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 XXV
CLOTHING AND CLEANING ALLOWANCE

25.1: Each employee covered by this Agreement shall receive a clothing allowance each year in the amount of three hundred fifty (\$350.00) dollars. This allowance is to be used to purchase uniforms, uniform shoes, and other miscellaneous items not furnished by the department.

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

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

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

25.5: Proration of clothing and cleaning allowance may occur upon retirement. Clothing and cleaning allowance shall be paid at the beginning of the fiscal year. Upon separation from the department, the allowance will be prorated at 1/12 for each month of service if the officer has less than three (3) months credit for that year. If the officer has more than three months of service after the cleaning and clothing is paid, there will be no proration. (15 days of the month will count as one full month when calculating.)

ARTICLE XXVI
FALSE ARREST INSURANCE

26.1: 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. Policy statement on riots and civil disturbances to be included in contract.

ARTICLE XXVII
EDUCATION

27.1: Each employee 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 of \$1,008.00 shall be paid upon

the submission of a certificate showing completion of all subjects in said course.

27.2: Each employee covered by this agreement hired prior to November 1, 1996 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 of \$1,344.00 shall be paid upon the submission of an Associate Degree. An employee who receives a Bachelors Degree in the Behavioral Sciences will receive the same degree allowance as afforded an Associate Degree.

27.3: Each employee covered by this agreement shall receive an education allowance upon completion of a Bachelors Degree in Police Administration or Police Science; or Fire Administration or Fire Science. Said education allowance of \$2,016.00 shall be paid upon the submission of a Bachelors Degree. Non-Public Safety Paramedics shall receive an educational allowance upon completion of a Bachelors Degree in fire administration or fire science.

27.4: Each employee covered by this agreement shall receive an education allowance of \$2,687.00 after he has attained a Masters Degree in police, fire, business administration, or behavioral science.

27.5: The schedule of education allowances shall be paid each week based on the dollar amounts 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.

27.6: All PSO'S who are EMT'S will be compensated \$1,500.00 per fiscal year. Those choosing to seek EMT training after that date will attend all training on City time and expense and will be compensated \$1,200.00 per fiscal year. Renewal of training and maintenance of license will be at employee's expense. Upon renewal of EMT license, PSO compensation for EMT certification will increase to \$1,500.00 per fiscal year.

PSO's with an EMT-S (Specialist) will be compensated \$2,200.00 per fiscal year. All training, retraining, and maintenance of license will be at employee's expense.

PSO's with Certification as an EMT-P (Paramedic) will be compensated \$2,900.00 per fiscal year. All training, retraining and maintenance of license will be at employee's expense.

27.7: A paramedic assigned to the fire division and selected by the Director of Public Safety shall receive a premium of \$1000 per fiscal year for attaining and maintaining a state license as an

E.H.T. Instructor/Coordinator. Said premium will be paid in the first payroll in December and will be pro-rated for a partial year's credit when applicable, and be pro-rated at the time of retirement.

ARTICLE XXVIII
SHIFT DIFFERENTIAL

28.1: Each employee who works an afternoon shift will receive \$80.76 per each twenty-eight (28) day shift worked during the fiscal year, paid in June.

28.2: Each employee who works a midnight or one of the two swing shifts, will receive \$153.85 per each twenty-eight (28) day shift worked, paid in June. Any employee/24 hour covered by this Agreement assigned to work a "swing shift" shall be eligible to receive a swing shift premium of \$2,000. 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.

28.3: Field Training Officers will be compensated one hour at time and one-half their normal rate of pay for each 8 hour day the FTO is assigned a trainee.

ARTICLE XXIX
DUTY INCURRED INJURY

29.1: All employees injured or incapacitated in the discharge of their duty shall receive such pay for injuries as provided under Michigan's Worker's Compensation Law.

29.2: 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.

29.3: 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.

29.4: Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his Worker's 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 Worker's Compensation Act.

29.5: All employees returning to work after injuries incurred on duty or off duty shall be capable of performing their assigned duties within the bargaining unit.

29.6: All employees can return to work within two (2) years following separation from employment due to duty incurred injury provided a employee has ten (10) years of seniority and pass a physical examination conducted by the City's physician at the expense of the Employer.

29.7: The City may lay off employee(s) to accommodate rehiring of employee(s) who return from duty disability absence.

ARTICLE XXX
LOSS OF PERSONAL PROPERTY

30.1: 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 fifty dollars (\$250.00), suffered during an arrest or performing his assigned duties.

30.2: The City shall compensate the employee in full for any loss or damage to any personal property that is duty related, such as uniforms, leather goods, weapons, etc. The above provision shall apply only when the employee has exhausted the clothing allowance outlined in section 25.1 of this Agreement.

ARTICLE XXXI
CONTAGIOUS DISEASES

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

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

ARTICLE XXXII
PERSONAL BUSINESS LEAVE

32.1: Effective July 1, 1999, each "employee/8 hour" shall be granted four (4) scheduled work days off per fiscal year and each "employee/24 hour" shall be granted two (2) scheduled work days off per year at the appropriate straight time rate for personal business.

- A. Notification. The department must be notified of such personal business leave one (1) hour prior to the employee's absence. This may be waived by the Director or his designee. It is agreed that on any given day no more than two (2) members per shift of the bargaining unit will be permitted to exercise their personal business day option unless scheduling and minimum manning would allow for more.
- B. Accumulative. Personal business days accumulated from one fiscal year to another and not used shall be credited to the employee's vacation bank.
- C. 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.
- D. Holidays. Personal business days shall not be taken on holidays.
- E. Personal leave taken in blocks of less than three (3) hours will be paid to the employee working the overtime for the time actually worked (section 21.1 will not apply in this circumstance).

ARTICLE XXXIII
DEFINED BENEFIT/RETIREMENT PENSION PLAN

33.1: The City will provide a defined benefit pension plan with a pre-retirement death benefit.

Effective July 1, 1994, the following schedule shall apply:

- A. An employee who has twenty-five (25) years of service at age 50 (minimum) shall be paid two and one-half (2.50%) of pay times years of service.
- B. An employee who has reached the age of fifty-five (55) and has ten (10) years of service shall be paid at the rate of two and one-half (2.5%) of pay times years of service (cap at 80%).
- C. The pension plan will be solely funded by the City with noted exception of military time buy-back (section 33.2).

An employee who has met the above requirements for retirement shall then be eligible for all hospitalization benefits for the employee and spouse.

33.2: Buy-back Credit for Military Service. A member of the retirement system may be provided credited service for not more than six (6) years of active military service to the United States government 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:
- 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.
- C. Any member of the bargaining unit hired after January 1, 1997, that chooses to buy back credit for military service shall pay to the retirement system the cost of years requested per the value as calculated by the actuary in weekly amounts per year for up to the maximum years the member is requesting. The military time purchased will have no impact on the actual years needed for retirement and that member will have to fill the requirements set forth in Article 33.1(A or B). Time purchased will be in addition to, not in lieu of, actual years worked.
- D. Any member of the bargaining unit that chooses to buy back credit for previous employment with a law enforcement agency (certified) other than with the City of Fraser, shall pay to the retirement system the cost of years requested per the value as calculated by the actuary in weekly amounts per year for up to the maximum years the member is requesting. The time purchased will have no impact on the actual years needed for retirement and that member will have to fill the requirements set forth in Article 33.1(A or B). Time purchased will be in addition to, not in lieu of, actual years worked with the City of Fraser.
- E. Any member of the bargaining unit that chooses to buy back credit for previous employment with the City of Fraser shall pay to the retirement system

the cost of years requested per the value as calculated by the actuary in weekly amounts per year for up to the maximum years the member is requesting. The time purchased will be counted as actual years worked for the City of Fraser when considering Article 33.1(A or B). For example, a member of this bargaining unit with 22 years of service in the Public Safety Department that has purchased 3 years of employment time in another department of the City of Fraser will be considered to have 25 years of employment with the City of Fraser Public Safety Department.

Service shall not be creditable if it is or would be creditable under any other 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.

33.3: The Union agrees to consolidate its pension plan into one master document that reflects the collective bargaining agreement benefits for each unit.

ARTICLE XXXIV
LONG-TERM DISABILITY INSURANCE

34.1: The Employer shall provide, through an insurance plan, a long-term disability program for any non-duty disablements that will be a minimum benefit plan as follows:

34.2: Following a period of ninety (90) days of total disability, employees covered under this Agreement will receive, in

accordance with the provisions of the insurance company in effect at the time of total disability, benefits of;

34.3: 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 three thousand dollars (\$3,000.00) per month less any benefits provided under:

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

34.4: 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 is the responsibility of the employee. The employee will provide reasonable assistance and forms needed for claims or beneficiary changes.

34.5: An employee may elect to delay coverage of Long Term Disability benefits, as covered under Sec. 34.3 of this agreement, until all or part of his time accrued banks are exhausted.

ARTICLE XXXV
SENIORITY-PROMOTION-TRANSFERS-TRAINING

35.1: Assignment Within the Law Enforcement Section. 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.

35.2: 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 applicant, 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.

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

35.4: Temporary Special Duty Assignments. Other temporary special duty assignments shall be for a period of not more than 120 days, unless waived by the Union, and at the end of 120 days or more, an employee currently in such temporary assignment, may not be reassigned into said temporary position until other employees who filed a written request are given the same opportunity to take the position.

ARTICLE XXXVI
PUBLIC SAFETY DUTIES
FOR TRAINING PURPOSES

36.1: The City is authorized to hire paramedics for assignment to the fire division. These hires will be members of this bargaining unit and all rights and benefits herein will apply to this rank unless specifically excluded. The City will be responsible for training of these members as Firefighter 1 and Firefighter 2. The City will have no obligation to provide these persons with police academy training and this rank will have no obligation to obtain police academy certification as a condition of employment. Successful completion of MLEOTC standards does not assure these members promotions to the rank of PSO. Recertification and maintenance of EMT-P license will be the responsibility of the employee.

36.2: The performance of fire duties will be considered a function of a public safety officer's duties, as follows:

- A. New hires after January 1, 1982, shall assume duties as specified by the Director of Public Safety.
- B. All public safety officers may be assigned on a day to day basis of an eight (8) hour duration at the discretion of the Director in an attempt to rotate the fire service function.

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

36.4: PSO Fire Training. All public safety officers will be required to take periodic fire training in fire service. The length of training shall not exceed 160 hours, in any calendar year after the initial basic training. This 160 hours shall include all fire training, both on and off duty. Fire training shall be at the

discretion of the Director, with consideration given to an employees work schedule so as not to interfere with vacation time or scheduled days off.

36.5: All employees of the bargaining unit shall be subject to recall in case of an emergency.

36.6: An individual working on overtime who is overcome by smoke will not be paid an overtime rate while at the hospital or at home. This assumes the three hour minimum pay under the contract is maintained. Overtime will be paid up to the time the employee is admitted to the hospital. If the employee is at home, no pay will be provided.

- A. The decision of an employee's capabilities will be determined by the Director or his designee. There will be no time lost or deduction of pay in these instances.

ARTICLE XXXVII
RESIDENCY

37.1: 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.

ARTICLE XXXVIII
NO SMOKING BONUS

38.1: Employees who totally refrain from smoking during working hours, including overtime, shall receive a \$300 cash bonus, payable on the last pay date of the fiscal year.

ARTICLE XXXIX
DRUG TESTING

39.1: A drug testing plan submitted by the POAM and found acceptable to the City will be attached to the bargaining agreement.

ARTICLE XL
DURATION OF CONTRACT

40.1: This Agreement shall be effective on and retroactive to the day of July 1, 1999 and shall remain in force and effect to and including June 30, 2002.

40.2: In the event that negotiations extend beyond the said expiration date of the Agreement, the terms and provisions of the Agreement shall remain in full force and effect pending agreement upon a new contract, which new contract shall be retroactive to the expiration date of this contract, unless negotiations extend beyond ninety (90) days after the expiration date, at which time retroactivity becomes negotiable.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


CITY OF FRASER



James Tignanelli
Business Agent

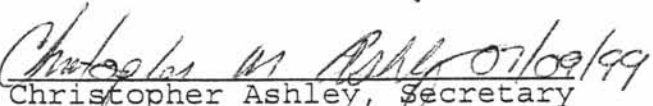

Thomas Van Damme
City Manager

FRASER PUBLIC SAFETY
OFFICERS ASSOCIATION


Karoline Westphal
Finance Director


Gary Gamel, President


Michael Iafrate, Vice President


Christopher Ashley, Secretary


Gary McLaughlin, Treasurer

APPENDIX A

CONTINUATION OF NEGOTIATIONS

It is hereby agreed that the Union and the City shall continue to negotiate, through the life of this Agreement, consideration or revisions to Act 78.

