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Fremont, City of

AGREEMENT BETWEEN

CITY OF FREMONT

AND

POLICE OFFICERS LABOR COUNCIL

RUSSELL E. PRICE, P.C.

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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## AGREEMENT

This Agreement, entered into this            day of December, 1999, by and between the City of Fremont, Michigan, a municipal corporation, (hereinafter referred to as the "City") and the Police Officers Labor Council, (hereinafter referred to as the "Union").

### WITNESSETH:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

## ARTICLE I

### RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all employees of the City of Fremont Police Department, but excluding on-call employees (reserves), office and clerical employees, (license examiners) crossing guards and supervisors.

## ARTICLE II

### NO DISCRIMINATION

It is the policy of the City and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex, or national origin, height, weight, age or handicap.

## ARTICLE III

### UNION SECURITY

1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

2. In accordance with the foregoing, all employees who are not members of the Union shall, as a condition of continued employment, pay to the Union an amount equal to the Union's regular and usual initiation fee and its regular and usual dues. For each employee, such payment shall be in the form of a payroll deduction commencing with the first paycheck of the month following the beginning of employment.

## ARTICLE IV

### CHECK-OFF

The City agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed check-off authorization, a copy of which is attached to this Agreement and marked Appendix "B", the membership dues of the Union, which includes monthly dues, insofar as approved by the President of the Local Union, in amounts designated by the Union. Said deductions shall be made out of the first payroll period of each month and immediately forwarded to the Financial Secretary of the Local Union.

## ARTICLE V

### MANAGEMENT RIGHTS

1. The City retains all the rights, powers, functions, and authority which it has prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement and then only to the extent so specifically and expressly abridged, modified, or limited.
2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the employer's sole right to manage its operations and services efficiently and economically, including the right to:
  - a. Decide the reasonable services to be performed; the methods of performing the services; the materials, tools, and equipment to be used; and the discontinuance of any service, or method of service.
  - b. Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services, and institute technological changes; decide on the nature of materials, supplies, equipment, tools, or machinery to be bought, made, or used and the price to be paid.
  - c. Subcontract or purchase for the construction of new facilities and the improvement of existing facilities, and/or all work, processes, or services, component parts and products maintenance and repair work, office services.
  - d. Determine the number, location and types of its buildings and facilities; discontinue temporarily or permanently, in whole or in part, any of the employer's operations; sell or close facilities; move operations from one location to another.

e. Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees to effect reductions to hours worked.

f. Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force in any department.

g. Determine lunch, rest periods, and clean-up times; determine the starting and quitting and the number of hours to be worked; establish work schedules as business conditions and available work require; fix efficient work schedules; and assign employees to work overtime in excess of their usual shift schedule.

h. Discipline and discharge for cause; adopt, revise, and enforce working rules; provided, however, that management shall first consult with the Union prior to any such amendment; such rules shall be reasonable and shall relate to the proper performance of a public officer's duties and shall not be applied in a discriminatory manner; applications of the rules in instances of alleged violation shall be subject to the grievance procedure; maintain order and efficiency in the work stations; fix the standards of performance as to quality; test, investigate, and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

i. Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their assigned job classifications which such assignment is, in the management's judgment, necessary regardless of the availability of work in their regular classification; require employees to give instruction or the City itself may give instruction in special training for selected employees.

3. The list of specific rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of the rights of management not listed or not specifically surrendered herein whether or not such rights have been exercised in the past.

4. These specific management rights clauses contained hereinabove shall be subject to the seniority provisions and other terms of this contract.

## ARTICLE VI

### GRIEVANCE AND APPEAL PROCEDURE

The following grievance procedure shall apply to disputes not concerning suspensions or discharges. Grievances concerning suspensions and discharges shall be processed in accordance with the procedure prescribed in Article IX.

It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there shall be no more than a 30-day time limit between the initiation of a grievance and its occurrence, and time limits as specified below between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits shall be considered settled on the basis of the last answer by management, if the Union does not move to the next step within the time limits. If the City does not comply with time limits, the grievance moves to the next step.

Definition - A grievance is any dispute, controversy or difference between management and an employee or employees regarding the meaning, interpretation or application of the practices under the maintenance of standards provision or of the express terms or provisions of this Agreement.

Grievances shall be processed in the following manner and within the stated time limits:

Step One - Any employee with a grievance shall contact his immediate supervisor, with or without the steward. If that grievance cannot be resolved within seven (7) days after presentation, the matter shall be reduced to writing, signed by the employee, endorsed by the supervisor, and with pertinent matter forwarded by the Local Union to the Department Head within seven (7) days.

Step Two - In the event the Department Head is unable to satisfactorily dispose of such grievance within ten (10) days after receipt of the written grievance, the matter may be taken by the Local Union to the City Manager.

Step Three - The City Manager shall render a written disposition within ten (10) days after presentation.

Step Four - In the event the City Manager is unable to dispose of such grievance within the ten (10) day period, the matter may be appealed to the Federal Mediation & Conciliation Services. The party appealing the grievance shall notify the other party of its intentions. The party requesting the appeal

shall request a list of five (5) arbitrators from the FM&CS. Upon receipt of the list a representative of each party shall strike a name from the list alternately until one (1) name remains who then shall hear the appeal. The party who strikes first shall be the party who has not filed the appeal.

All appeals shall be conducted according to the rules and regulations of the FM&CS. The arbitrator's decision shall be final and binding on all parties, however, he shall have no power to amend, modify, detract from or add to any of the provisions of this Agreement.

The costs of the arbitrator shall be shared equally by the City and the Union.

#### Group Grievances:

Group grievances shall be submitted by the Union directly to the Department Head in written form within ten (10) days of the alleged occurrence. The Department Head shall have a maximum of ten (10) days in which to give a reply. The reply shall be in writing. In the event the grievance cannot be disposed of by the Department Head, permission shall then be granted to the Union to take the matter to the City Manager. The City Manager shall give a written disposition within ten (10) days of presentation of grievance.

Extensions of time for any step of the grievance procedure may be mutually agreed upon in writing.

### ARTICLE VII

#### STEWARDS

The City recognizes the right of the Local Union to designate one steward and one alternate. The Authority of steward and alternate so designated by Local Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

- a. Have been reduced to writing; or
- b. If not reduced to writing, are of a routine nature.

## UNION BARGAINING COMMITTEE

1. The bargaining committee of the Union will include not more than four (4) representatives. These representatives shall be composed of two (2) members of the Union and two (2) non-Union members. The Union will furnish the Employer with a written list of the Union's bargaining committee, prior to the first bargaining meeting and substitute changes thereto, if necessary.

2. Employee members of the Union bargaining committee will be paid for the time spent in negotiations with the Employer, including one-half ( $\frac{1}{2}$ ) hour prior to and one-half ( $\frac{1}{2}$ ) hour after the bargaining meeting is over. If the employee is scheduled to work on the day of a regularly scheduled bargaining session, the employee will be credited with the number of hours spent in bargaining as time worked during his tour of duty that day.

## ARTICLE VIII

### NO STRIKES AND NO LOCK-OUTS

During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of the operations and services of the employer. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the employer's operations or picket the employer's building or premises, during the life of this Agreement.

1. The Union agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the employer shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure of this Agreement: Provided that the question of fact concerning the participation by any particular employee shall be a proper subject for the grievance procedure. In addition, the employer shall have the right to terminate this agreement by notice in writing to the Union in addition to any remedies it may have for violation by law. In addition, the employer shall have the right to seek injunctive relief and damages against the Union.

2. The Committee men and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.



3. The employer, for its part, agrees that there shall be no lock-out during the term of this Agreement. This lock-out provision shall not apply in the event of any strike taking place during the life of this Agreement.

## ARTICLE IX

### DISCHARGE AND SUSPENSION

The City shall have the right, for just cause, to demote, discharge, or suspend or otherwise discipline, any permanent employee. Notice of such action must be in writing and served personally on such employee, with a copy given to the Steward, except where an emergency situation exists, in which case the employee shall be immediately suspended and the notice shall be served within three (3) working days of the action taken. Such notice shall specify the penalty and contain a statement of the reason or reasons therefor.

The authority of the City Manager under the Administrative Ordinance to discharge, suspend, or otherwise discipline employees, may be delegated by him to the Chief of Police following consultation with the City Manager. An employee may be dismissed if he is not discharging his duties properly or when it is substantiated in accordance with the proceedings as specified below that such employee has violated the orders, rules, or regulations of the department.

#### Suspensions

1. Whenever it is deemed necessary, by reason of any violation of any order, rule, or regulation of the department, the commanding officer may provisionally suspend from duty any insubordinate member or employee pending investigation of the charges. The officer making the suspension shall as soon as practicable communicate the fact in writing to the Chief of Police with all the facts in the case. No member above the rank of Sergeant shall be suspended from duty except by the Chief of Police.

2. In every case of suspension the officer so ordering the same shall as soon as practicable notify the Chief of Police in writing, stating the name of the accused, the particular rule or order violated, and the specific charges against him together with the names and addresses of all witnesses.

3. Any member or employee of the department under suspension shall immediately surrender his badge of office and all other departmental property in his possession, to the suspending officer, and such property shall be kept in the possession of the Chief of Police of the suspended member,

pending investigation of the case.

4. A suspended member or employee of the department will not be restored to duty pending investigation or hearing of the charges for which he was suspended, except by direction of the Chief of Police.

5. Whenever charges are preferred against any member or employee which warrant trial or appeal, the City Appeal Board defined in Article VI Step Four shall hear the appeal and shall report in writing to the City Manager its findings and recommendations, which shall be binding upon the City Manager.

6. No member or employee of the department shall withdraw or resign from the service unless he shall have given the Chief of Police not less than fourteen (14) days notice in writing of such intention, or has obtained special permission from the Chief of Police to do otherwise. Permission shall not be unreasonably withheld.

7. An unexplained absence without leave of any member or employee of the department for three (3) days shall be deemed and held a resignation without proper permission and shall be treated as such.

8. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than four (4) years previously.

## ARTICLE X

### WORK PERIODS

Work periods, schedules, or shifts are established by the City Manager and may be revised from time to time in the City's interest. Work schedules for the calendar year shall be posted by the first pay period in January of each year. Forty (40) hours per week shall be the average work-week. A standard work day shall be eight (8) hours.

All police officers will work on a shift schedule assigned by the Chief of Police. An employee's shift schedule may be changed, but only with a notice of fourteen (14) days or more, unless an emergency exists. Emergencies are defined as, retirements, resignations, new employees, known long-term illnesses or disabilities.

## ARTICLE XI

### ACCUMULATION OF SENIORITY

Seniority for an employee transferred or promoted to a position within the Police Department, but outside the bargaining unit, will continue to accumulate.

## ARTICLE XII

### LAY-OFF

Seniority shall be observed in effecting such reduction in personnel, and the order of lay-off shall be in the reverse order of total cumulative time served in permanent and probationary status upon the effective date of the lay-off. Lay-off shall be made within classes of positions, and all temporary employees in the affected class or classes shall be laid off prior to the lay-off of any probationary or permanent employee. For the purpose of determining the order of lay-off, total cumulative time shall include time served on military leave of absence. The names of probationary and permanent employees laid off shall be placed upon re-employment lists for classes which, in the opinion of the Personnel Officer, require basically the same qualifications and duties and responsibilities of those of the class or position from which lay-off was made. Names of persons laid off shall be placed upon re-employment lists in order of total cumulative time served in probationary and permanent status, and shall remain on such lists for a period of two (2) years unless re-employed sooner. Employees to be laid off indefinitely shall be given at least thirty (30) calendar days prior notice. Employees to be recalled from lay-off shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

Super Seniority: Notwithstanding his position on the seniority list, the steward of the bargaining unit, for the period for which he holds such office, shall be the last bargaining unit employee laid off and the first bargaining unit employee to be recalled, provided he is able to perform the required work. The Union agrees that this section shall not be abused to avert potential lay-offs.

## ARTICLE XIII

### PROBATIONARY PERIOD

All regular appointments, including promotional appointments, shall be for a probationary period of not less than six (6) months. During the probationary period the employee may be rejected at any time without the right of appeal or hearing. An employee rejected during the probationary period from a position to which he has been promoted, shall be reinstated to a position in the class from which was promoted, unless he is discharged from the City service as provided in the Rules.

During the probationary period employees shall be evaluated continuously by the Department Head. Before the end of the six month probationary period, the Department Head shall file with the City Manager a letter if he wishes to reject the employee. This letter shall outline the reasons for this action and shall be submitted to the Personnel Officer or City Manager for his consideration and final disposition. In the event of satisfactory completion of the probationary period by any employee, a letter may or may not be written by the Department Head, but a recommendation for a six month incremental increase in pay shall be submitted on standard forms provided for the purpose.

## PART II

### ARTICLE XIV

#### OVERTIME AND CALL-IN TIME

Employees shall receive one and one-half times their regular hourly rate for all overtime worked over an average forty (40) hours per week. Where an employee is called back to work for emergency service, he shall receive credit for three (3) hours overtime paid at one and one-half (1½) times regular hourly rate, though he may have worked less than three (3) hours. Time worked beyond the minimum three (3) hours shall be at time and one-half.

An employee may elect to take compensatory time off in lieu of payment for overtime worked. Time off shall be taken at a time mutually agreed upon between the Chief of Police and the employee. An employee may carry over a maximum of eighty (80) hours of compensatory time from one calendar year to the next calendar year. All compensatory time in excess of the eighty (80) hours shall be paid to the employee on the last payday in January of each calendar year.

## COURT TIME

Court appearances outside of regular work shall receive a minimum guarantee of two (2) hours at time and one-half (1½) for such time spent in court within the City of Fremont. Court appearance outside regular working hours shall receive a minimum guarantee of three (3) hours at time and one-half (1½) for such time spent in court outside the City of Fremont. This shall include any time spent in all court appearances of procedures even though a subpoena is not issued for his appearance. If the department vehicle is not available, will get mileage. If witness fee and mileage obtained by officer from courts while on or off duty, must be turned over to the City.

Use of Part Time Employees: Full time employees of the bargaining unit shall be provided the first opportunity on a rotating basis, to fulfill the needs of the department on a volunteer basis. Full time employees who sign up on a roster by seniority shall be compensated at the hourly rate of time and one-half for all hours worked. In the event that full time employees do not volunteer to maintain the complement required to meet the needs of the department, the employer may make use of part time personnel.

## ARTICLE XV

### HOLIDAYS

The following Holidays will be observed:

- Day before New Year's Day
- New Year's Day
- Memorial Day - Last Monday in May
- July Fourth
- Labor Day
- Veteran's Day,
- Thanksgiving Day
- Day after Thanksgiving Day,
- Day before Christmas
- Christmas Day
- Patrolman's Birthday

Employees will be paid for the above-named holidays. Employees who work at least eight (8) hours on a holiday shall be paid time and one-half for all time worked, and in addition shall be paid eight (8) hours pay for the holiday. If a holiday falls during a patrolman's off-duty days, he shall be entitled to a day's pay, eight (8) hours which shall be in lieu of the holiday. For the eight (8) hours holiday pay for not working, for all holidays during the year, the employee shall be paid the last payday in November, annually. If a shift is split between holiday and non-holiday, the employee will be paid holiday pay for only those hours actually worked on the holiday.

Employees who work overtime on a holiday shall be paid at the triple-time rate of pay for all hours worked on that holiday.

## ARTICLE XVI

### VACATION LEAVE

Section 1. Eligibility and Amount. Paid vacation time will only be allowed to full time employees where it has been scheduled in advance and approved by the Department Head. Employees shall be eligible for annual vacations with pay on the following basis:

Zero to one (1) year, 40 hours off (to be used after probationary period)

After one (1) year, and up to five (5) years, 80 hours off

After five (5) years, 120 hours off

After ten (10) years, 144 hours off

After fifteen (15) years, 160 hours off

After twenty (20) years, 200 hours off

Section 2. Termination of Employment. Employees leaving the service of the City before the close of the calendar year shall receive vacation pay pro-rated in accordance with their annual vacation allowance as compared to the time worked, figured to the nearest half day.

Section 3. Accumulation of Vacation. Accumulated vacation leave shall be taken during the calendar year following the one in which it was earned. Upon recommendation of the Department Head and approval of the City Manager, seven (7) days (56 hours) unused vacation may be carried forward for one (1) year if circumstances warrant. Otherwise accumulated vacation time shall be lost if it is not taken, and in no event shall vacation time be carried forward the second year. Employee requests to be paid for unused vacation time shall be submitted to the City Council for their consideration, other than in the case of satisfactory termination.

Section 4. Advanced Vacation. Annual vacation leave shall not be allowed in advance of being earned and credited. If an employee has insufficient annual leave credits to cover a period of absence, payroll deduction for the time lost shall be made for the work period in which the absence occurred.

Section 5. Vacation Pay. An employee on vacation leave shall have one (1) day (8 hours) of vacation credit cancelled for each day he would have worked during the normal work-week and shall be paid at the rate he would have earned on that particular day, exclusive of overtime.

Section 6. Vacation Vested Rights. Vacation leave shall be

considered as a matter of right, and if cancelled because of work necessity, shall be re-scheduled if possible, or if not, it shall be paid for at straight time as extra compensation.

Section 7. Vacation Schedule. In advance of the vacation season, the Department Head must arrange a vacation schedule for all employees in his Department and post it on the bulletin board. Vacation time shall be scheduled so as to cause the least interruption of the work of the Department.

Employees shall submit their vacation request within thirty (30) days of the posting of the work schedule for the current calendar year. Vacation requests submitted before the end of the 30-day period shall be granted according to seniority. After the 30-day period, all requests will be granted on a first-come, first-served basis, regardless of seniority on the Department.

Section 8. Holiday During Vacation. If any holiday recognized by the City falls within the annual vacation period of an employee, an additional day (8 hours) of vacation leave shall be granted. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating vacation leave credits.

Section 9. Vacation Upon Termination. Employees who voluntarily sever employment with the City, shall be required to give two (2) work-week's notice of their intentions in order to be eligible for vacation pay. Vacation time taken after notice of intention to sever employment with the City shall not be considered as part of the two (2) working weeks required notice.

## ARTICLE XVII

### SICK LEAVE

Section 1. Notification of Illness. An employee will receive pay for earned sick time only where he or his representative has called and notified the Department Head of his intended absence.

Section 2. Sick Leave Upon Termination. An employee who voluntarily separates from the employment of the City shall be paid for fifty percent (50%) of up to one hundred fifty (150) accumulated sick leave days (1,200 hours). Upon an employee's retirement or death an employee shall be paid for fifty percent (50%) of up to one hundred seventy-five (175) accumulated sick leave days (1,400 hours).

Section 3. Sick Leave Exhausted. In the absence of vacation or sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred. All sick leave time shall be accumulated according to

the time worked during the preceding calendar year, and may be anticipated up to the date of sickness during any current year. The City Manager may grant up to five (5) days (40 hours) anticipated sick time if circumstances warrant, but only in the event that all sick leave accrued and current year's vacation credits have been exhausted.

Section 4. Accumulation of Sick Leave. Full time employees shall accumulate sick leave credits at the rate of one (1) day (8 hours) for each month of employment. In no event shall the accumulation of sick leave credits exceed twelve (12) days (96 hours) during any one calendar year. Employees may accumulate unused sick leave credits up to a maximum of one hundred seventy-five (175) working days (1,400 hours).

Section 5. Use of Sick Leave. An employee on paid sick leave shall have one (1) day (8 hours) of sick leave credit cancelled for each day he would have worked during the normal work week. Any absence for a fraction or part of the day shall show on the employee's time sheet. Absences in excess of two (2) hours chargeable to sick leave shall be charged proportionally in an amount not smaller than one-half ( $\frac{1}{2}$ ) of a day (4 hours). Employees will be paid at the rate they would have earned on that particular day, exclusive of overtime. Up to two (2) hours may be used by an employee for an appointment with his Doctor or Dentist during a work day, with no loss in pay or sick time. The employee will notify his supervisor no less than one (1) day in advance of such appointment.

Section 6. Calculation of Credits. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave credits. An employee shall not be entitled to paid sick leave until he has completed six months probationary period. Upon the successful completion of the six-month period, a new employee shall have a bank of three (3) days (24 hours).

Section 7. Proper Reasons for Sick Leave. Sick Leave may be taken for any one of the following reasons and is to be considered as a matter of grace rather than a matter of right. Any illness an employee may contract, or any exposure to contagious disease he may experience, in which the health of others would be endangered by his attendance on duty, and any non-duty connected disability an employee may sustain, (but this does not include an injury that may be sustained while being temporarily in the employ of another during his off time, or such injury that may be sustained as a result of a conviction of the violation of any ordinance of law). Sick leave may also be used for the following purposes, providing the use is within reason and the privilege not abused: For illness or injury in the employee's immediate family which necessitates an employee's absence from work. ("Immediate Family" in such case shall include any persons for whose financial or physical care he is



principally responsible.)

Section 8. Effect of Workmen's Compensation. In case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Workmen's Compensation Law, the City Manager shall authorize salary payment which, with his work disability payment, equals his regular salary payment for a maximum period of thirteen (13) weeks. Once the employee exhausts the thirteen (13) weeks of supplemental pay, he may then supplement his work disability payment by using one-half ( $\frac{1}{2}$ ) of a sick day (4 hours) for each full day the employee receives work disability payment.

Section 9. Proof of Illness. A medical certificate may be required as evidence of an employee's illness or injury that prevented his attendance at work, before compensation for the period will be allowed, when the employee has shown by his past attendance record he has been abusing the use of his sick time.

Section 10. Retention of Credits. Sick leave accruals shall be retained by an employee in each of the following cases: An employee who has been granted leave without pay; an employee who transfers from one classification or department to another; a full time classified employee who is recalled from a lay-off.

Section 11. No Accrual During Leave of Absence. A medical leave of absence may be granted for up to one (1) year by the City Manager upon proper recommendation from the employee's physician. This one year may be extended if extraordinary circumstances warrant. No accrual of sick leave or vacation time will be permitted during the medical leave of absence.

Section 12. Provision. When there is a police bargaining unit employee who is incapacitated for the performance of regular police duty, and such employee is qualified, competent and able to perform an open and available job with the City: It is not required of the City to assign such employee to a vacancy in preference to other applicants; However, such employee will be given serious consideration for the assignment, along with other applicants.

## ARTICLE XVIII

### FUNERAL LEAVE

Section 1. Upon a death occurring in an employee's immediate family, the employee shall be excused from work without loss of pay from the day of death until the day after the funeral, but not more than a total of 40 hours.

Eight hours, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew or niece. In the case of the death of a sister-in-law, brother-in-law, daughter-in-law,

grandfather, grandmother, grandchild, father-in-law, or mother-in-law, 24 hours shall be allowed. All time that is used for funeral leave, except in the case of immediate family, shall be charged against sick leave at the rate of eight (8) hours per day absent.

Section 2. The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, stepchild, step-brother, step-sister, stepmother, and stepfather.

Section 3. The employer is to be notified immediately of a death in the family and the extent of the expected absence.

Section 4. A department head may grant special funeral leave to an employee at his discretion.

## ARTICLE XIX

### MILITARY DUTIES AND OBLIGATIONS

The City will cooperate with and support its employees in meeting their military duties and Reserve obligations. The City will hire and promote members of the Military Reserve on an equal basis with individuals who have no military obligations.

Every employee who leaves his employment with the City for Active Duty or service in the Reserves will retain his job security and his chance for future advancement. Every employee who leaves for Active Duty will continue to be an employee of the City. The City will grant an employee a leave of absence to perform his initial period of Active Duty of not less than three (3) consecutive months. The City will grant an employee a leave of absence for his annual two week's training period. The City will grant an employee a leave of absence for the purpose of attending special courses of instruction, schools and other Reserve training covered by Federal Statutes.

The City will permit the employee to return to his job with such seniority, status, pay and vacation as he would have had if he were not absent for training with the Reserve. However, if the employee is absent during his six-month probationary period, his semi-annual recommendation for increment will be delayed by the length of such leave of absence.

The City will pay the difference to the employee between his service pay and his regular City wages or salary during the time he is absent for his two week's training duty.

The employee must keep the City informed of his exact Reserve or military status by letter to the City Manager through the Department Head. This letter should also state all annual

military obligations insofar as they are known in advance.

An employee must request a leave of absence from the City for any training duty which will require absence from work; this must be submitted in letter form to the City Manager and endorsed by the Department Head.

An employee must keep the Department Head informed at least a month in advance as to his scheduled weekly and weekend drills to avoid possible interference with City work schedules.

An employee must report for work immediately following completion of his annual training, with allowance for travel time from the training site to the City. Length of travel time beyond the actual duty period must be approved by the City.

The reservist who completes his initial period of not less than three (3) consecutive months of Active Duty has thirty-one (31) day in which to apply for return to his City employment.

Veterans' Re-Employment Rights by Federal Law:

The following ex-servicemen have statutory re-employment rights:

1. Persons inducted for military training and service in the Armed Forces of the United States.
2. Persons who enlist in the Armed forces of the United States.
3. Members of any reserve component who enter upon active duty for training and service in the Armed Forces of the United States.
4. Members of the National Guard who enter upon active duty in the Armed Forces of the United States for training and service. (Service with State National Guards is not covered by the Federal Re-employment Statutes.)
5. Reserve Officers of the United States Public Health Service who are called to active duty with the Armed forces of the United States.

An ex-serviceman is entitled to statutory re-employment rights under the following conditions:

1. If the position with the City was other than a temporary or part-time position.
2. If he serves for not more than four (4) years or as soon after the expiration of four (4) years as he is able to obtain a release from Active Duty.

3. If he satisfactorily completes his training or service period and receives a Certificate to that effect.

4. If he is still qualified to perform the duties of the position.

5. If he applies for re-employment within ninety (90) days after release.

## ARTICLE XX

### INSURANCE

The City, or the City's contractual insurance carriers, shall provide the Union with a copy of insurance policy documents for any of the following plans which cover employees of the City, upon written request of the Union Steward.

Medical Insurance. Medical insurance carried by the City is currently Priority Health Options. The plan offers both a traditional HMO 100% hospital services component (the "preferred benefits" option) and an 80/20 points of services component (the "alternative benefits" option.)

The City shall pay full premiums for full-time employees and dependents of employees, if any, as permitted in the Priority Health Certificates of Coverage, or any rider subsequently issued by Priority Health. The City shall include, with the City paying the premiums for, a prescription drug rider with an employee co-payment requirement of \$10 per prescription as covered in the drug rider.

Upon retirement at the normal retirement age of fifty five (55), the City shall pay fifty percent (50%) of the medical insurance premiums for the retiree and the retiree's spouse until the retiree reaches age sixty-five (65), effective July 1, 1991.

The City reserves the right to change the insurance carrier from Priority Health to another carrier provided the benefits, taken as a whole, are as good as or equal to the Priority Health plan.

Life Insurance. The City shall provide term life insurance coverage for any full-time employee, with the City paying the premium costs of the policy. The amount of insurance shall be at least \$50,000 for the covered employee. The policy may include coverage amounts for the employee's spouse and dependent children. Children are covered until age 19, or age 23 if child is a full-time student. Insurance coverage terminates upon retirement; retirees are not covered by life insurance.

The life insurance policy shall contain provisions for the

payment of benefits based on accidental death and dismemberment (AD&D), with the principal sum for covered employees of \$50,000 (equal to the amount of life insurance.)

The City currently carries life and AD & D insurance through the Ohio National Insurance Company. The City reserves the right to change the life insurance carrier from Ohio National to another carrier provided the benefits, taken as a whole, are as good as or equal to the Ohio National plan.

Dental Plan Coverage. The City shall provided dental plan coverage for any full-time employee, and their eligible dependents, with the City paying the premium costs of the policy. Dental coverage shall terminate upon retirement; retirees are not covered by dental insurance.

The City currently carries the Delta Premier dental insurance plan through Delta Dental Plan of Michigan. The City reserves the right to change the dental plan carrier from Delta Dental to another carrier provided the benefits, taken as a whole, are as good as or equal to the Delta Dental plan.

Liability Insurance. The City shall provide personal liability property damage (PLPD) and false arrest insurance coverage to protect the employee against liability incurred through the performance of their job in the proper line of duty. The City shall pay for the costs of the policies at coverage limits determined by the City in consultation with the City's general liability insurance carrier.

## ARTICLE XXI

### RETIREMENT

Effective July 1, 1995, Michigan Municipal Employees Retirement System, Benefit B-3 Plan, with Rider F-55, E-1 and E-2 Riders, shall go into effect with all premiums paid by the City of Fremont.

## ARTICLE XXII

### LONGEVITY PAY ALLOWANCE

In addition to the normal rate of pay, full-time employees who have given faithful service to the City of Fremont shall be compensated with longevity pay, payable annually as a lump sum payment the last regular payday in November, as follows:

Upon completion of five (5) full years of continuous service to the City of Fremont, the employee shall be paid an additional

two percent (2%) of his base rate of pay annually, effective July 1, 1978. Upon completion of ten (10) full years of continuous service to the City of Fremont, the employee shall be paid an additional three percent (3%) of his base rate of pay annually, effective July 1, 1996. (The 3% is not in addition to the 2%, but in place of it after 10 years.)

### ARTICLE XXIII

#### UNIFORMS AND EQUIPMENT

1. The following uniform items will be supplied by the employer as original equipment:

- |                               |                           |
|-------------------------------|---------------------------|
| 1 - Police hat and rain cover | 3 - Ties                  |
| 3 - Winter shirts             | 2 - Name plates           |
| 3 - Summer shirts             | 1 - Tie clasp             |
| 3 - Trousers                  | 1 - Rain coat             |
| 1 - Winter jacket             | 1 - Pair of winter gloves |
| 1 - Spring jacket             | 1 - Pair of rubber boots  |
| 1 - Pair black shoes          | 1 - Trouser belt          |

The above items will be replaced, as needed, by employer. The above items will become the property of the officer upon issuance.

The City shall provide employee's assigned to plainclothes a clothing allowance of \$500 per year in lieu of having his uniform provided by the City.

2. The following uniform and equipment items will be supplied original equipment by the employer:

- |  |                          |
|--|--------------------------|
| badges                                       | whistle chain            |
| Sam Brown holster                            | handcuffs and case       |
| nightstock and holder                        | key ring holder          |
| chemical spray & carrying case               | flashlight and batteries |
| first aid equipment - in each police cruiser | attache case             |
| gas masks for department (2) - approved      | chemical cartridge       |
| riot control                                 |                          |

The City shall provide all full-time officers with service and off-duty firearms and ammunition for same.

With reasonable notice, Department handguns must be submitted to the range officer for periodic safety inspections. Officers may be afforded the opportunity to purchase their Department-issue handguns upon voluntary termination from the City, providing a reasonable value for the firearm is established and approval is granted by the Police Chief and City Manager.

The above items will be replaced as necessary at the discretion of the Chief of Police. Any of the above equipment

which must be replaced because of neglect or carelessness on the part of the officer will be charged to that officer. The police cruisers will be maintained and replaced as necessary.

Articles of personal apparel damaged or destroyed during the course of an employee of this bargaining unit assigned performance of duty or in the performance of police duty, shall be repaired or replaced at the expense of the employer. A notation of said damage shall be made on the officer's daily report at the time the damage occurs.

All the above items will remain the property of the Fremont Police Department. Each officer will sign for the above items when issued to him.

#### ARTICLE XXIV

##### CITY-DIRECTED TRAINING PROGRAM

1-a. The City shall authorize salary payments in whole or in part to employees in order to permit them to attend school, visit other governmental agencies or in any other approved manner, as directed by the City, to devote themselves to systematic improvement of the knowledge or skills required in the performance of their work; provided, however, such salary payments shall not exceed what employee would have been paid in straight time salary while on duty.

1-b. For Special Programs. Any officer who desires to improve himself through education shall be entitled to the following:

All eligible officers represented in this Contract shall be eligible for additional compensation of \$250.00 added to their annual salary after obtaining an Associate Degree in Police Administration, and an additional \$500.00 added to annual salary after obtaining a B.S. Degree in Police Administration.

All officers with three (3) years of service with the Fremont Police Department are eligible for the additional compensation to be added to their annual salary as prescribed above, effective upon obtaining the prescribed degree.

All new employees of the Fremont Police Department with an Associate Degree or B.S. Degree in Police Administration will receive the additional prescribed compensation in six (6) increments at six (6) month intervals with the maximum being reached after three (3) years.

In addition, the City shall pay for all tuition and books not paid for by any other source, upon receiving a passing grade.

1-c. Authorized Travel. Travel for training, meetings or other purposes, or absence from the City for any reason associated directly with his police duties, by any employee, must be authorized by the Chief of Police or the City Manager in advance. Failure to receive such authorization shall be considered as absence without leave.

Travel expense of employees may be authorized by the City Manager or Chief of Police for the purpose of attending meetings, training sessions, or for any other legitimate purpose which may be approved within the limits of the United States. All other requests for authorization to travel, shall be submitted to the City Manager and presented to the City Council for their consideration and approval. Expenses shall be paid by the City on the basis of ten (10) cents per mile or current mileage rate paid by the City, plus other expenses actually incurred within reason. A list or statement of expenses shall be submitted for approval within three (3) days following the completion of such authorized travel.

## ARTICLE XXV

### MEETINGS

The City and the Union agree to meet and confer on matters of clarification of the terms of this agreement or any other matter of concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) working days of receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties.

Employee representatives of the Union at the special meetings will be paid by the City for the time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

## ARTICLE XXVI

### ENTIRE AGREEMENT

This Agreement supersedes and repeals forthwith all previous



agreements, verbal or written or based on alleged past practices between the employer and the employees and constitutes the entire agreement between the parties pertaining to the salaries, hours of employment, working conditions and benefits provided for the duration of the Agreement.

The provisions of any general ordinance on employee benefits in effect concurrently with the duration of this Agreement shall not apply to the employees covered by the terms of this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this Agreement.

#### ARTICLE XXVII

##### WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE XXVIII

##### VALIDITY

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

##### XXIX

##### HOLD HARMLESS

This Article shall be subject to the provisions of the law. In the event this Article shall be challenged through the Michigan Labor Mediation Board, or the courts, or other forum, neither party shall initiate a subsequent legal action to receive damages herein.

ARTICLE XXX

DURATION AND RENEWAL

Section 1. Effective Dates. This Agreement shall be binding upon the parties hereto, their successors and administrators. The terms of this Agreement shall become effective July 1, 1999 (and shall remain in full force and effect to and including the 30th day of June, 2002) and shall continue in full force and effect from year to year thereafter unless either party of this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the City and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

POLICE OFFICERS LABOR COUNCIL

CITY OF FREMONT, MICHIGAN

\_\_\_\_\_  
Fred LaMaire

\_\_\_\_\_  
Chris A. Yonker

APPENDIX A  
SALARY SCHEDULES\*

<u>POSITION</u>	<u>7/1/99</u>	<u>7/1/00</u>	<u>7/1/01</u>
DET SGT	38,577	39,734	40,926
SERGEANT:	37,355	38,476	39,630
<u>DETECTIVE:</u>			
START:	33,321	34,321	35,351
6 months:	33,465	34,469	35,503
18 months:	33,860	34,876	35,922
30 months:	34,475	35,509	36,574
42 months:	34,911	35,958	37,037
54 months:	36,133	37,217	38,334
<u>PATROL OFFICER:</u>			
START:	33,321	34,321	35,351
6 months:	33,465	34,469	35,503
18 months:	33,860	34,876	35,922
30 months:	34,475	35,509	36,574
42 months:	34,911	35,958	37,037

\*Increments are not automatic, but require the recommendation of the Police Chief and approval by the City Manager.

The above wage scale incorporates the following agreed upon wage differentials:

Detective Sergeant (currently vacant): Establish a pay differential between a top-paid Patrol Officer and a top-paid Detective Sergeant of 10.50%

Sergeant: Establish a pay differential between a top-paid Patrol Officer and a top-paid Sergeant of 7.0%

Detective: Establish a 54-month increment for the Detective equal to one-half the difference between the top-paid Patrol Officer and the top-paid Sergeant.

Shift Differential: Employees who are regularly scheduled to start their tour of duty between the hours of 2:00 p.m. and 7:00 p.m. shall be paid an additional \$.30 per hour. Employees who are regularly scheduled to start their tour of duty between the hours of 7:00 p.m. and 5:00 a.m. shall be paid an additional \$.35 per hour. This shall be paid annually the last payday in November.