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9/30/99

**AGREEMENT**

**Between**

**CITY OF GARDEN CITY**

**and**

**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**

**GARDEN CITY POLICE DEPARTMENT  
- COMMAND OFFICERS**

*Garden City*

**Effective**

**October 1, 1996 to September 30, 1999**

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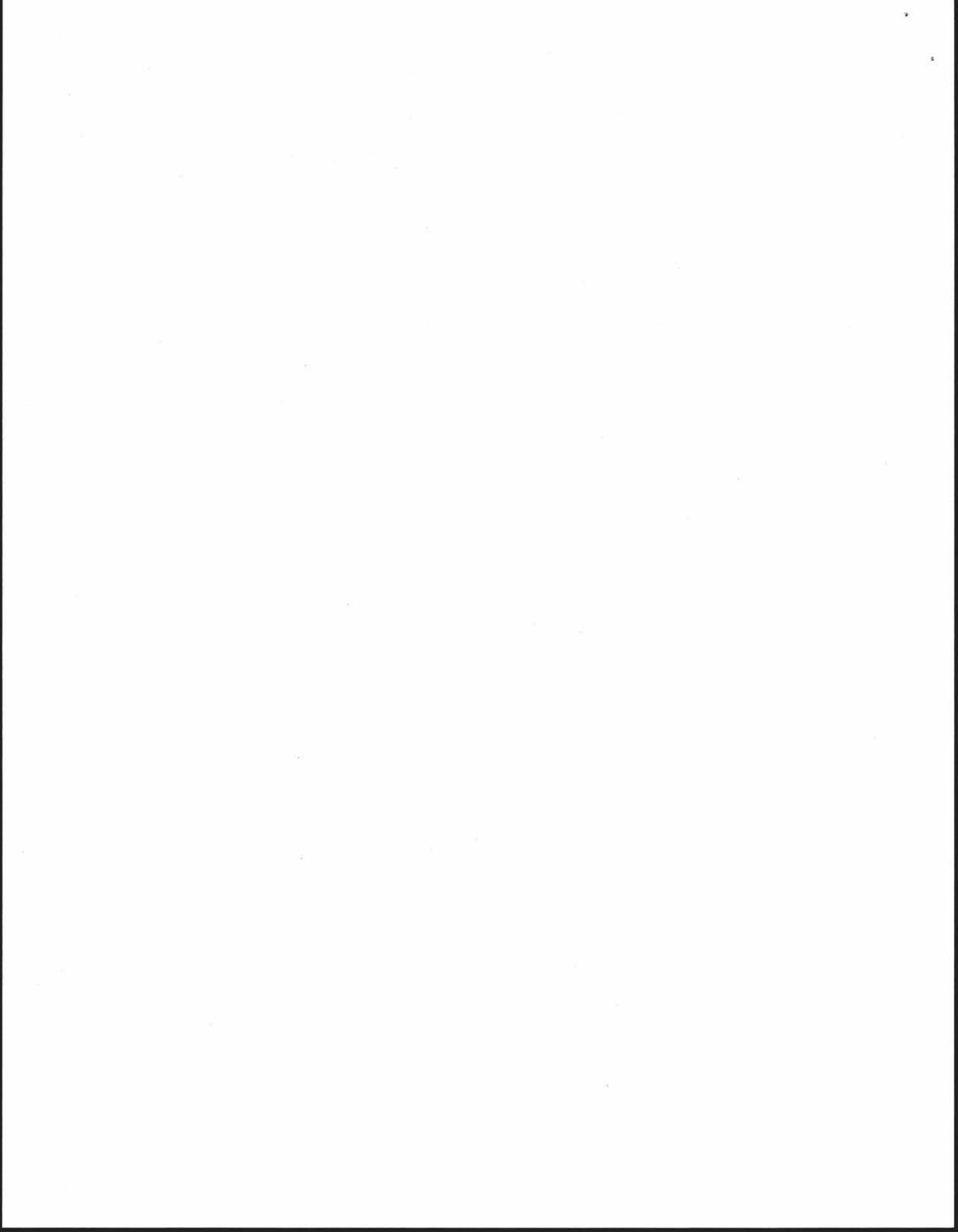
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## AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1998, and is effective from October 1, 1996 unless otherwise indicated and is by and between the CITY OF GARDEN CITY, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or "City", and COMMAND OFFICERS ASSOCIATION OF MICHIGAN and its affiliate the GARDEN CITY COMMAND OFFICERS ASSOCIATION, hereinafter referred to as the "Union".

### **WITNESSETH:**

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

### **ARTICLE I** **RECOGNITION AND REPRESENTATION**

1.1 Recognition: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its Sergeants, Lieutenants, Captains, and Deputy Chief, excluding the Chief of Police and all other employees of the City of Garden City.

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

1.3 No Discrimination: The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

1.4 Work Hours: The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

1.5 Union Security: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union, shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement and all new employees who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31) days of their date of hire or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All employees covered by this Agreement shall become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Union.

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

1.6 Payroll Deduction/Hold Harmless: All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the financial secretary and remit such amounts to the Treasurer, Command Officers Association of Michigan, 28815 West Eight Mile Road, Suite 103, Livonia, Michigan 48152, within fifteen (15) days thereafter.

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

1.7 Union Representation: Employees covered by this Agreement shall be represented by one (1) president or president's designee who shall be regular employees of the bargaining unit. During periods of absence of the president, the designee shall represent

the employees.

The president/designee, during his working hours, without loss of time or pay in accordance with the terms of this Article, may investigate and present a claimed grievance to the Employer upon having received permission from his supervisor to do so. The supervisor shall grant permission within a reasonable time for such president/designee to leave his work for these purposes subject to necessary emergency exceptions. The privilege of such president or designee leaving his work during hours without loss of time or pay, is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of this privilege by any president or designee will subject such employee to disciplinary action. The president or designee will be required to record or otherwise account for time spent in processing grievances.

If the president is scheduled on the afternoon or midnight shift and attends a scheduled Union/Management meeting, negotiations, special conference, grievance step hearing, etc., the time necessary to attend said meeting shall be credited as time worked.

The Union will furnish the Employer with the names of its authorized representatives who are employed within the unit including any changes as may occur from time to time.

The president and the president's designee shall be allowed three (3) days per year, to attend to Union business, attend Union conferences and/or conventions.

## **ARTICLE II** **GRIEVANCE PROCEDURE**

2.1 Definition: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation "under and during the terms and provisions" of this Agreement.

2.2 Time Limits/Steps: An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within three (3) calendar days after the occurrence of the event upon which his complaint is based or upon which he should be reasonably aware using all due diligence.

The supervisor shall give the employee a verbal answer within three (3) calendar days (Saturdays, Sundays and Holidays excluded), after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedures shall apply:

**FIRST STEP:** To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract, when applicable,



which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the aggrieved employee's immediate supervisor within five (5) calendar days after the occurrence of the event upon which it is based or upon which he should be reasonably aware using all due diligence.

The supervisor shall give a written answer to the aggrieved employee within five (5) calendar days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the supervisor.

**SECOND STEP:** If the grievance has not been settled in the First Step and it is to be appealed to the Second Step, the Union representative and/or employee must state in writing why the First Step answer was not accepted and present the grievance to the Chief and/or someone by him designated, within three (3) regularly scheduled working days after the supervisor gave the employee the written First Step answer. The Chief and/or his designated representative shall meet with the Union representative and discuss the grievance within five (5) regularly scheduled working days after the grievance is presented in this Step. Within three (3) regularly scheduled working days after the discussion, the Chief shall give the Union a written Second Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing giving one (1) copy of the settled grievance to the Chief.

**THIRD STEP:** If the grievance has not been settled in the Second Step and the Union wishes to process the grievance further, the Union shall state in writing why the Second Step was not acceptable and present the grievance to the Chief of Police within five (5) regularly scheduled working days. After receipt of the Union's grievance by the Chief of Police, he shall arrange a meeting of himself and/or his designated representative and the Union representatives for the purpose of discussing said grievance. Within five (5) regularly scheduled working days after the meeting, the Chief shall give the Union a written Third Step answer.

**FOURTH STEP:** If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to the arbitration through the American Arbitration Association in accordance with its Voluntary Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the Chief's Third Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify the

provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

2.3 Time Limits/Extension: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any Step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

2.4 Policy Grievance: Grievances on behalf of the entire Union shall be filed by the Union Steward and shall be processed starting on the Third Step of the grievance procedure.

2.5 Joint Grievance Committee: Meetings of the Joint Grievance Committee provided for in the Third Step of the grievance procedure shall start not later than 2:00 p.m. on the day which they are scheduled. The Union committee members, not to exceed two (2) in number, shall be paid their regular hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. The Employer committee members shall be limited to two (2) in number. The Employer shall be promptly notified who shall be members of the Union Grievance Committee and any changes therein.

2.6 Election of Remedy: It is understood and agreed that if alleged wrong can be interpreted as a violation of this Agreement and/or the provisions of Act 78 of the Public Acts of 1935, as amended, the aggrieved employee or the Union, where applicable, must make an election of remedy. It is further understood and agreed that once an employee and/or Union initiates a grievance pursuant to the provisions contained in this Article, said procedure shall be the exclusive means of redress from the alleged wrong and the employee and the Union shall be bound by the decision arrived at pursuant to said grievance procedure. It is likewise understood and agreed that the employee and the Union by act of filing, pursuant to this procedure unqualifiedly waives any rights to procedure or process contained in Act 78 of the Public Acts of 1935, as amended. It is further understood and agreed that if an employee and/or Union elects the procedures and processes contained in Act 78 of the Public Acts of 1935, as their forum of redress that said forum shall constitute their exclusive source of remedy and the selection thereof shall constitute a waiver by the employee and the Union of any right to procedure or process

contained in this grievance procedure.

### **ARTICLE III STRIKES AND LOCKOUTS**

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

3.2 Discipline: Individual employee or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operation of the Employer may be disciplined or discharged in the discretion of the Employer subject to the grievance procedure.

### **ARTICLE IV SENIORITY**

4.1 Definition/Probationary Period/Seniority List: Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he has not quit, retired or been discharged. The probationary period shall be one (1) year from last hiring date. Employees will be placed on the seniority list after the completion of one (1) year probationary period. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided. Probationary periods may be extended only by mutual agreement of the employee, Union and the City and then only when written reasons are given to the employee listing the specific reasons for the extension of the probationary period.

4.2 Order of Layoff/Notice of Layoff: Should a layoff become necessary, all part-time and probationary employees shall be laid off first; thereafter, employees shall be laid off in inverse order of seniority. Notice of layoff shall be given, in writing, at least seven (7) days prior to layoff.

4.3 Termination of Seniority: An employee's seniority shall terminate:

- A. If he quits, retires, or is justifiably discharged.
- B. If, following a layoff for lack of work or funds, he fails or refuses to notify the

Employer of his intention to return to work within five (5) calendar days after a written notice sent by certified mail of such recall is sent to his address on record with the Employer or, having notified the Employer of intention to return, fails to do so within ten (10) calendar days after such notice is sent.

- C. If he is absent for three (3) consecutive regularly scheduled working days without notifying the Chief prior to or within such three (3) day period of justifiable reason for such absence unless such notification was impossible.
- D. When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.
- E. If the employee overstays a leave of absence without a valid excuse which required the overstay.
- F. If the employee gives a false reason for obtaining a leave of absence.
- G. If the employee is retired under the City's Retirement Plan.
- H. If the employee has knowingly falsified pertinent information on his application for employment or pre-employment medical history.

4.4 Definition "Regular"/"Permanent": As used herein, a "regular" employee is one who is not a part-time or seasonal employee or a person who is in the reserve. A "permanent" employee is a full-time employee who has passed the probationary period.

## **ARTICLE V**

### **LEAVES OF ABSENCE**

5.1 Personal Leave: The Chief may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his probationary period, provided in the judgment of the Chief, such employee can be spared from his work.

5.2 Disability Leave: An employee who, because of illness or accident, other than illness or accident compensable under the Michigan Workers' Compensation laws, is physically unable to report for work shall be given a leave of absence not to exceed one (1) year provided he promptly notified the Employer of the necessity therefore and further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave, but at no time shall said leave exceed one (1) year. If at the conclusion of said one (1) year period the employee is still medically incapable of performing his duties he shall be given an

additional leave of not to exceed one (1) year provided he provides medical certification for the necessity of said extension.

5.3 Military Leave/Reinstatement: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

5.4 Paid Funeral Leave: Regular employees shall receive the amount of pay they would have received on a regular eight (8) hour straight-time basis for each day necessarily lost during their normal scheduled work week not to exceed four (4) days to make arrangements for and attend the funeral of a member of their immediate family if the funeral is being held within a three hundred (300) mile radius of the City of Garden City. One (1) additional day shall be allowed if the funeral is being held at a location greater than a three hundred (300) mile radius from the City of Garden City. For purposes of this Section, immediate family shall be defined as an employee's current spouse, children, parents or step-parent, but not both, brother, sister, or parents-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity of such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

- A. Subject to the provisions and qualifications set forth above, qualified employees shall be allowed up to three (3) days leave to make arrangements for and attend the funeral of a brother-in-law, sister-in-law, grandparent or grandchild.
- B. Subject to the provisions and qualifications set forth above, qualified employees shall be allowed one (1) day leave to attend the funeral of an aunt or uncle.

5.5 Paid Personal Business Leave Days: A permanent full-time employee who has completed his probationary period shall accrue on the anniversary date of his employment with the City three (3) personal business leave days with pay. Paid personal business leave days shall not be denied if same are requested three (3) regularly scheduled shift days or more in advance of the requested time off (shall not include Christmas Eve, Christmas Day, New Years Eve, New Years Day).

Personal days may be taken in four (4) or eight (8) hour segments at the discretion of the watch commander.

A day's pay for purposes of this Section shall be equal to eight (8) hours pay at the employee's regular straight-time hourly rate.

5.6 Administrative Leave Time: All employees will report to work one-half (1/2) hour before their scheduled work shift in order to prepare schedules, and other necessary duties and to perform roll call. In return for this additional one-half (1/2) hour per day, each employee will receive ten (10) administrative leave days per contract year beginning each October 1.

Administrative leave time can be used in four (4) or eight (8) hour segments at the discretion of the shift commander.

Upon promotion into or removal from this bargaining unit, administrative leave time shall be pro-rated basis figured as a percent which the actual months worked in this capacity bears to the 12 month contract year (October 1). An employee entering this unit after October 1 would receive the pro-rated days to be taken before the next October 1. An employee leaving the unit prior to September 30 would be paid for any pro-rated time he did not take; if an employee took more time than his pro-rated time, the difference would be deducted through payroll deduction.

## **ARTICLE VI HOURS**

6.1 Normal Work Day/Normal Work Week: The normal work day shall consist of eight (8) hours per day. The normal work week shall average forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day.

6.2 Premium Pay: Time and one-half (1-1/2) an employee's regular straight time hourly rate of pay shall be paid for all hours worked excess of eight (8) hours in any work day and all hours worked in excess of his regularly scheduled work week. No claim for overtime shall be made because of the one-half (1/2) hour early reporting for schedule make-up and roll call.

- A. When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification and division, where the overtime work occurs. Those who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.
- B. It is understood and agreed that in emergency situations, in case of special assignments, or when a special skill or ability is required to perform the necessary task, or detailed knowledge of the specific tasks to be performed is

required, the Employer shall have the right to temporarily utilize employees from one classification to another or from one division to another, irrespective of their relative position on the overtime list, for the duration of the specific job assignment or task. When said assignment results in overtime hours being worked by the assigned employee or employees, said hours shall be charged on the overtime list of the division from which the employee was assigned.

- C. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered an unscheduled overtime and shall be performed by employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.
- D. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. When it becomes necessary to schedule overtime, the opportunity to work said overtime shall first be offered to the employee or employees in the classification and division who have the present ability to satisfactorily perform the required work and the detailed knowledge of the specific task required in the performance of such work, who is lowest in overtime hours worked. If said employee refuses said overtime, the next lower employee in the classification and division shall be offered the overtime and so on until the desired manpower is obtained. If the overtime list is exhausted and desired manpower is not obtained, the employee or employees having the least amount of overtime hours shall be required to work the necessary overtime. When it becomes necessary to call employees into work on an overtime basis, the order of call shall be as specified above (i.e., lowest employee on the overtime list first, then second, etc.). However, it is understood and agreed that the lowest employee on the list, if they refuse the overtime, shall be told to report at a specified time and the Employer shall proceed up the list seeking volunteers. If the Employer obtains the necessary manpower on a voluntary basis he shall so notify the refusing employees. If the refusing employees are not so notified, they shall be required to report at the specified time. If, after making a reasonable effort, the Employer is unable to notify the refusing employee that the necessary manpower has been obtained on a voluntary basis, the Employer shall not be liable for call-in premium or pay. Employees who fail to work the required overtime shall be subject to disciplinary action unless he offers an excuse acceptable to the Chief.
- E. An overtime list shall be maintained in each division listing the overtime hours offered and/or worked by each employee in a division to assure that overtime

is distributed as equitable as possible. If an employee is offered overtime hours and refuses same, said overtime hours shall be charged against him just as if he had worked the same. For purposes of overtime the divisions shall be patrol, traffic, and detective.

- F. While an employee is on suspension, he shall not be eligible for nor be offered overtime opportunities.

6.3 Overtime Pay: Overtime pay due an employee shall be paid in the first pay period of the following month.

6.4 Compensatory Time:

- A. Compensatory Time Off Option: At the employee's option, paid hours credited for overtime or voluntary attendance at training courses or attendance at breathalyzer recertification courses may be taken in pay or by use of compensatory time off under the procedure for granting Administrative Leave Time at the discretion of the watch commander. Mandatory attendance at training courses on off-duty time will be compensated at a time and one-half (1-1/2) rate, but voluntary attendance and breathalyzer recertification courses will be compensated at a straight-time rate.
- B. Compensatory Time Accumulation: Compensatory time off can be accumulated up to forty-eight (48) hours, except as greater accumulation may be allowed by the City, based on special circumstances. When compensatory time exceeds forty-eight (48) hours accumulative, such time shall be paid to the entitled employee(s) at current salary rates. It is permitted based on mutual agreement between the employees to transfer compensatory time from one employee to another.

6.5 Daylight Savings: Employees scheduled for work and who do work the Midnight Shift during the daylight savings time changes shall be paid eight (8) hours at their regular rate of pay.

## **ARTICLE VII** **WAGES**

7.1 Appendix "A" Reference: The job classification, rate ranges and the incremental steps applicable thereto are set forth in Appendix "A" attached hereto and by this reference made a part thereof.

7.2 New Job Classification: If, during the life of this Agreement, a new job classification is created or a significant change in an existing job classification is made, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify



the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Third Step thereof. If, in the above procedure a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created. The job duties shall be discussed with the Union prior to implementation of the new job.

7.3 Fair Day's Work: It is understood and agreed that in return for the wages, fringe benefits, and working conditions specified in this Agreement employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

7.4 Call-In Pay: When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than three (3) hours of pay at time and one-half his regular straight-time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter.

7.5 Court Appearance: When, as a result of performing his duties as a police officer, an employee is required to make a court appearance or an appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of three (3) hours, except appearances in District Court #21 (Garden City) shall be limited to a minimum of two (2) hours, at time and one-half (1-1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1-1/2) rate of pay, whichever is greater. An employee's regular hourly rate of pay shall be determined by dividing his annual salary by 2,080. As a condition of receiving such payment, the employee shall assign his court appearance fee to the Employer. For the purpose of this Section, actual time necessarily spent shall include hold over time for officers who completed their regular shift (eight hour tour of duty) and are required to report to court at 9:00 a.m.

When, as a result of performing his duties as a police officer, an employee is required by judicial process to make an appearance in a civil proceeding, such employee shall be paid for a minimum of three (3) hours at one and one-half (1-1/2) times his regular rate of pay or for actual time necessarily spent at such civil proceeding at one and one-half (1-1/2) times his regular rate of pay, whichever is higher. As a condition of receiving such payment, the employee shall assign his appearance fee to the Employer. This paragraph shall not apply if the interest of such employee is adverse to the interest of the City.

Call-in provision of 7.4 shall apply when an employee on afternoon shift is required to make a court appearance or appearance at a civil proceeding.

7.6 Riot Duty: An employee who is assigned to riot duty shall receive pay at the rate of two (2) times his regular straight-time hourly rate for all hours actually worked on said riot duty.

7.7 Pay for Recertification of Breathalyzer Operator(s): Effective within thirty (30) calendar days after recertification of breathalyzer operator(s) (total of nine), the City will pay to each such operator so recertified a lump sum payment of one hundred fifty dollars (\$150).

### ARTICLE VIII HOLIDAYS

8.1 List of Holidays: The following days shall be recognized as holidays: New Years Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Years Eve Day.

8.2 Holiday Pay: Qualified employees shall receive eight (8) hours of pay at their regular straight-time hourly rate for each holiday or day celebrated as such.

8.3 Qualifications: To qualify for holiday pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work, the last day he was scheduled to work before the holiday and the next day following such holiday except in cases where the employee is on excused leave of absence. Such leave shall exclude individual sick days except as the employee's inability to work because of disability is verified in writing by a physician, but shall include extended sick leave, which is defined as four or more consecutive work days.

8.4 Worked Holiday: When an eligible employee works on any day celebrated as one of the above specified holidays, he shall be paid one and one-half (1-1/2) times his straight-time hourly rate for the hours so worked in addition to the holiday pay. When an eligible employee is called in on a holiday as specified herein for which he had not been previously scheduled, he shall be paid at two (2) times his regular straight time worked in addition to the holiday pay.

8.5 Bona Fide Excuse: If an employee is scheduled to work a holiday and without a bona fide excuse does not work it or if an employee accepts a holiday work assignment and without a bona fide excuse does not work it, such employee shall forfeit his holiday pay for such day.

8.6 Holidays: Holiday pay shall be paid in a lump sum payment during the first week of

December.

**ARTICLE IX**  
**PAID VACATIONS**

9.1 Continuous Service/Pay: Employees who have completed one (1) or more years of continuous service for the City since their last hiring date, as of the anniversary date of their employment by the City, shall be eligible for vacation with pay in accordance with the following schedule:

- A. An employee who, as of the anniversary date of his employment, has completed one (1) but less than five (5) years of continuous service with the City since his last hiring date shall receive twelve (12) days of vacation with pay.
- B. An employee who, as of the anniversary date of his employment, has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date shall receive eighteen (18) days of vacation with pay.
- C. An employee who, as of the anniversary date of his employment, has completed ten (10) years of continuous service with the City since his last hiring date shall receive twenty-four (24) days of vacation with pay.
- D. An employee who, as of the anniversary date of his employment, has completed fifteen (15) years of continuous service with the City since his last hiring date shall receive twenty-five (25) days of vacation with pay.

At eighteen (18) years of continuous service...twenty-six (26) days of vacation with pay.

At twenty (20) years of continuous service...twenty-seven (27) days of vacation with pay.

9.2 Vacation Pay: A day of vacation pay as provided for in 9.1 above shall equal eight (8) hours of pay at the employee's straight-time rate of pay at the time the employee takes his vacation.

9.3 Vacation Time Off: The Chief shall determine the number of employees who are to be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with manpower and work load requirements as determined by the Chief. Vacation leave shall be granted giving preference to the rank and the seniority of the employees. In the event two (2) or more employees of the same rank desire the same vacation date and it is determined by the Chief that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation. Employees must make application

in writing by the fifteenth (15th) of the month preceding the month they desire their vacation.

The Chief may allow employees to trade shifts with an employee of like rank on another shift for the purpose of obtaining the desired vacation date.

9.4 Pay Entitlement on Quit or Discharge: If an employee, who is otherwise eligible for vacation with pay quits, after giving a fourteen (14) day notice to the Chief, or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee with one (1) year seniority or more quits, after giving a fourteen (14) day notice to the Chief, prior to the anniversary date upon which he would be qualified for vacation with pay, he will be entitled to vacation pay on a pro-rata basis, figured on the number of hours such employee actually worked as compared with full-time employment during the vacation anniversary year.

If an employee quits with less than one (1) year seniority or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

9.5 No Vacation Accumulation: No vacation time off, in excess of six (6) days, shall be accumulative from year to year, unless approved by the Employer.

9.6 Individual Vacation Days: Employees shall be allowed to take vacation leave days one at a time provided they make application for said leave seventy-two (72) hours in advance of the desired day and said day will not result in shorting a shift of the necessary manpower and provided further said employee shall be subject to call-back or cancellation of said leave day in emergencies or when due to illness or injury a manpower shortage exists on said day. If an employee is called into work on a leave day pursuant to this Section, the call-in provision of 7.4, Article VII of this Agreement, shall not apply.

Vacation days can be used in four (4) or eight (8) hour segments at the discretion of the watch commander.

9.7 Vacation Accumulation: Subject to the provisions and limitations of this Article, employees, who at the time of execution of the 1973-74 Agreement had qualified for more vacation with pay than the maximum twenty-four (24) days then allowable under Section 1 of this Article, shall have their vacation days frozen at the number of days they qualified for at said time and shall thereafter be entitled each year to vacation days not to exceed that number. Such employees vacation in accordance with Section 1 of this Article and its maximum accumulation of twenty-seven (27) days.

**ARTICLE X**  
**PAID SICK LEAVE**

10.1 Acquired: For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

10.2 Frozen Credits/Maximum Accumulation: Immediately upon ratification of the 1973-74 Agreement all accumulated sick leave credits acquired prior to the execution of said Agreement were frozen and continue to be frozen, and said sick leave credits formed a vested benefit for the employees so affected (although not all employees have retained these vested benefits due them); that said benefits may be used by said employees who have credits in accordance with the terms and provisions of this Article. From date of ratification (i.e. on March 25, 1974) all regular full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each month of continuous service with the Employer, with a maximum accumulation of sixty (60) days.

10.3 Qualification: In order to qualify for sick leave payments, the employee must report to his supervisor not later than one (1) hour before his normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- A. In order to accumulate sick leave for any given month, the employee must actually work fifteen (15) or more days in said month or be on an excused paid leave (excluding sick and accident benefits).
- B. In order to qualify for sick leave payments in excess of three (3) consecutive work days, employees shall furnish a signed doctor's certificate, attesting to the employee's inability to work because of bona fide sickness or injury, upon return to duty if requested by the Chief.
- C. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

10.4 Use of Paid Sick Leave: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused accumulated bank of frozen paid sick leave or credits accumulated prior to March 25, 1974, or unused accumulated sick leave credits accumulated subsequent to the execution of this Agreement in the following situations:

- A. When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting the capacity of a private contractor.

- B. When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City of Garden City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby, the City shall make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received on his own job classification had he worked, excluding any premium payments for a period of not to exceed one hundred and four (104) weeks.

10.5 Payment for Unused Frozen Sick Leave Credits: If an employee retires pursuant to the City's Retirement Program, quits or dies, the employee or his estate shall be entitled to payment of his accumulated unused frozen paid sick leave credits accumulated prior to the execution of this Agreement in accordance with the following schedule:

- A. None, but less than five (5) years of continuous service - none.
- B. Five (5) but less than six (6) years of continuous service - 50 percent.
- C. Six (6) but less than seven (7) years of continuous service - 60 percent.
- D. Seven (7) but less than eight (8) years of continuous service - 70 percent.
- E. Eight (8) but less than nine (9) years of continuous service - 80 percent.
- F. Nine (9) but less than ten (10) years of continuous service - 90 percent.
- G. Ten (10) or more years of continuous service - 100 percent.

If an employee is discharged, he shall not be entitled to payment of any portion of his accumulated unused frozen paid sick leave accumulated prior to March 25, 1974.

10.6 Pay for Sick Leave Accumulated After March 25, 1974: If an employee retires, pursuant to the City's Retirement Program, quits after fourteen (14) day notice to the Chief, or dies, the employee or his estate shall be entitled to be paid fifty percent (50%) of his accumulated unused paid sick leave credits, accumulated after March 25, 1974. If an employee is discharged, he shall not be entitled to payment of any portion of his accumulated paid sick leave accumulated after March 25, 1974. This provision took effect July 1, 1976.

If an employee is killed in the line of duty, his estate shall receive one hundred percent (100%) of his accumulated sick bank, regardless of length of service.

If on June 30 of any year an employee has accumulated in excess of sixty (60) days

of earned but unused sick leave days, the excess days over sixty (60) shall be paid at one-half day's pay for such extra day. Upon such payment, the extra days over sixty (60) shall be retired and have no further value.

If on June 30 of any year an employee(s) has used (6) or fewer paid sick leave days, then, in that event, such employee(s), at his option exercised within thirty (30) calendar days after June 30, may cash out up to six (6) sick leave days earned in such contract year by the payment of sixty percent (60%) of the June 30 value of such days. Upon such payment, the earned but unused sick leave days, up to six (6), shall be canceled and have no further value. Earned sick leave days, not used or cashed out, shall be added to the employee's bank.

10.7 Disability Plan: The City agrees to provide for each full-time employee, Sickness and Accident Insurance or self-insurance if the Employer so elects; which, payable the second day of accident or the ninth day of sickness, shall provide a benefit of sixty-five percent (65%) of the employee's weekly salary for a maximum of fifty two (52) weeks. The specific details, limitations and conditions are to be governed by the policy, or the Employer's policy in the case of self-insurance which shall not be more stringent than the existing policy conditions. An employee may, at his option, use three and one-half (3 1/2) sick days per two (2) week pay period, in conjunction with this weekly benefit to achieve one-hundred percent (100%) pay. Once an employee exhausts his sick days he may use vacation days, personal days, administrative leave days or compensation days. In this event, all benefits, including pension crediting, shall continue. During the eight (8) calendar day waiting period, an employee may use necessary earned but unused sick days. However, money paid for time off from work shall not exceed amounts which would be paid if the employee were working under his regular work schedule.

## **ARTICLE XI** **SHIFT PREMIUMS**

11.1 Amount of Premium/Definition of Shifts: A shift premium of eighteen cents (18¢) per hour shall be paid to all employees who are scheduled to work the afternoon shift for all hours they actually work on that shift. A shift premium of thirty-six cents (36¢) per hour shall be paid to all employees who are scheduled to work the midnight shift for all hours actually worked on that shift.

The afternoon shift shall be defined as any shift which starts between the hours of eleven o'clock (11:00) a.m. and seven o'clock (7:00) p.m. The Midnight shift shall be defined as any shift which starts between the hours of seven o'clock (7:00) p.m. and four o'clock (4:00) a.m. on any given day.

## **ARTICLE XII**

### LONGEVITY PAY

12.1 Computation: Effective July 1, 1979, permanent full-time employees who, as of the anniversary date of their employment, have completed one (1) or more years of continuous employment with the City since their last hiring date shall receive, in a lump sum payment made on or before December 1 of each year, a longevity bonus of thirty-five dollars (\$35.00) per year for each year of continuous service, provided however, that no such longevity bonus shall exceed six hundred fifty dollars (\$650.00).

### ARTICLE XIII INSURANCE

13.1 Hospital/Medical/Surgical/Master Medical and PDP: The City shall provide full family coverage for all employees through Michigan Blue Cross/Blue Shield Hospital Medical Blue Preferred Insurance Plan, MVF-2, with semi-private room accommodations, with the Predetermination Program. In addition, the Master Medical and Prescription Drug Program (PDP) with a three dollar (\$3.00) co-pay shall be included and the City shall pay all premium costs for such coverage. Employees may at their option carry the traditional coverage by paying the difference in the monthly premiums between the Blue Preferred and traditional plan through payroll deduction. This selection can be made with initial contract change and on an annual basis during our re-opening date. From date hereof, the City shall also provide said coverage under the traditional plan for disability retirees under Article 14 of the City Charter.

The City shall provide hospitalization coverage for the family of an employee killed in the line of duty until the spouse remarries.

The City is not obligated to provide duplicate coverage if equivalent insurance is provided by a national or state health insurance plan.

- A. Except if the employee has twenty-five (25) years or more of credited service, employees retiring before age fifty-five (55) are not covered by this sub-section and are not to be picked up for coverage when they attain age fifty-five (55).

The City is not obligated to provide duplicate coverage if equivalent insurance is provided by a national or state health insurance plan.

Effective January 1, 1980, the City will, on a separate ledger, credit a bookkeeping account in the amount of five dollars (\$5.00) per week for each full-time unit employee covered by the basic Blue Cross/Blue Shield insurance.

Effective January 1, 1980, and thereafter, the City will debit such ledger account with the cost of insurance provided under this sub-section. The City's entire liability



during the term of this contract and under this sub-section shall be only to the extent of crediting in the ledger as herein required.

Effective on and after January 1, 1980, and for retirees retiring on and after such date at age fifty-five (55) or with twenty-five (25) years of service, the City will furnish to the extent provided herein, single subscriber, hospital/medical/surgical insurance coverage, MVF-1, no riders, 365 day coverage (or equivalent insurance from another carrier). At age sixty-five (65) an eligible and entitled employee under this Section shall be covered by the basic Blue Cross/Blue Shield Medicare Complementary coverage or an equivalent insurance. An eligible retiree at his expense may include his spouse under this coverage.

Insurance provided hereunder shall not duplicate any other group hospital/medical/surgical insurance to which such eligible retiree is entitled.

- B. Effective on and after June 29, 1988 and for retirees retiring on and after such date at age fifty-five (55) or with twenty-five (25) years of service, the City will furnish full hospitalization and medical coverage to the extent provided herein and to the retiree's spouse and dependents through Michigan Blue Cross/Blue Shield Hospital Medical Insurance Plan, MVF-2, with semi-private room accommodations. In addition, the Master Medical, Predetermination rider and Prescription Drug Program with a three dollar (\$3.00) co-pay shall be included. At age sixty-five (65) an eligible and entitled employee and/or spouse under this section shall be covered by the basic Blue Cross/Blue Shield Medicare Complementary Coverage or an equivalent insurance.

Insurance provided hereunder shall not duplicate any other group hospital/medical/surgical insurance to which such eligible retiree is entitled.

Effective after July 1, 1989, the following cost containments shall be implemented for future retirees:

1. \$5.00 prescription rider; and
2. If retiree predeces his/her spouse in death, spouse would be covered unless remarried.

13.2 Term Life: The Employer agrees to provide each bargaining unit employee with a \$20,000 term life insurance policy with double indemnity for accidental death, including a dismemberment schedule, and to provide all retired employees with a \$5,000 term life insurance policy.

13.3 A. Paid Dental Plan: The City will pay the full cost of single, two person, or family, as applicable, Blue Cross/Blue Shield Dental coverage. The dental plan shall provide benefits on a co-pay basis of 75/50/50, one thousand dollar (\$1,000) maximum per covered

person yearly. Benefit coverage shall be in accordance with the dental insurance contract between Blue Cross/Blue Shield and the City.

B. Paid Optical Plan: The City will provide Plan B Optical Care through the Co-Op Optical.

13.4 False Arrest Insurance: The City agrees, for the duration of this Agreement, to maintain the level of false arrest insurance in effect at the execution of this Agreement (\$500,000.00) with an insurance carrier or carriers authorized to transact business in the State of Michigan and contribute toward the premium therefore in the same manner and to the same extent.

13.5 Personal Property Insurance/Replacement: The Employer shall indemnify each officer to a maximum of one-hundred dollars (\$100.00) per incident, for repair or replacement of personal items lost or damaged in the line of duty. The above includes watches, rings, glasses, brief cases, and other similar items.

13.6 When Group Insurance Benefits Start/Stop/Federal or State Program:

- A. Benefits under Sections 1, 2, and 3 of this Article for otherwise eligible new employees will become effective on the first day of the calendar month following ninety (90) calendar days from date of hire.
- B. Except as otherwise specifically provided, when work time or seniority is interrupted for the following reasons, insurance coverage under Sections 1, 2, and 3 of this Article shall continue as shown below:

LAYOFF: Until the first of the month after ninety (90) calendar days of layoff.

DISCHARGE, QUIT, RETIREMENT: For the balance of the month in which discharge, quit or retirement occurs.

PERSONAL LEAVE OF ABSENCE: Until the first of the next month following date of leave of absence.

If an employee is disabled for occupational or non-occupational reasons, group term life insurance and Blue Cross/Blue Shield Insurance shall continue, at the City's expense, for the period of such disability.

- C. If a Federal or State Insurance program provides benefits which duplicate the benefits provided by the City under group insurance policies currently in effect under this Article or Article X, it is the intent of the parties that a special conference be held to negotiate the effects of same and coverage to be provided.

**ARTICLE XIV**  
**PAY FOR WEAPON PROFICIENCY**

14.1 Qualifications for Pay: It is understood and agreed that the safety of the officers and the citizens of the community depends upon each officer's ability to effectively and skillfully utilize his weapon. It is likewise understood and agreed that to obtain and maintain the necessary weapon proficiency and skill each officer must devote his own time and energies, in proportion to his individual need in practice. Therefore, for employees who qualify, a weapon proficiency allowance shall be paid in accordance with the following provisions:

- A. Between April 1 and June 30 of each year every officer shall demonstrate his weapon proficiency by qualifying in accordance with a standardized test established by the Chief and a two-man committee designated by the Union. If the Chief and the committee cannot agree on a standardized test then the Chief and the committee shall submit their respective proposed tests to arbitration pursuant to Article II, Section 2, Fourth Step of the grievance procedure contained in this Agreement.
- B. Sufficient range time shall be made available for practice and all practice shall be performed on the officer's own time. However, the City shall provide fifty (50) rounds of ammunition of a caliber which coincides with the department issued standardized weapon to each officer each month for practice purposes provided said officer returns empty used brass shell casings of each round previously issued.
- C. Actual qualification shoot shall be taken at a time designated by the Chief and said qualification shoot shall be taken during the officer's regular scheduled working hours. However, it is understood and agreed that the manpower needs of the department necessitates that a reasonable number of officers only shall be allowed to qualify on any given shift on any given day.
- D. For those officers who qualify, in accordance with the standards established pursuant to the procedure set forth in sub-section A of this Article, a weapon proficiency allowance of four hundred fifty dollars (\$450.00) shall be payable, in one lump sum payment, the first pay period after July 1. For those employees who fail to qualify by July 1 of a given year in accordance with the time limits and procedures established in sub-section A, said employees shall be given an additional sixty (60) calendar days in which to qualify during which time the range officer shall give said non-qualifying officer additional instruction. If an officer fails to qualify during said sixty (60) day extension period, he shall not be entitled to receive any portion of the weapon proficiency allowance for said year. If the non-qualifying officer qualifies during said sixty (60) day period he shall receive a weapon proficiency allowance of three hundred sixty-nine dollars (\$369.00) during the month of September.

- E. An employee who, due to an illness or accidental injury, is unable to qualify pursuant to sub-section A hereof shall, upon return to work, be allowed to qualify and upon said qualification shall receive the weapon proficiency allowance of four hundred fifty dollars (\$450.00).
- F. If an employee quits, retires, or is discharged prior to serving one (1) year from the payment of the weapon proficiency payment, he shall repay by payroll deduction one-twelfth (1/12) of such weapon proficiency payment for each month of work short of twelve (12) months work from the payment of the weapon proficiency payment.

## **ARTICLE XV** **GENERAL**

15.1 Rules and Regulations: The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

15.2 Bulletin Board: The Employer will provide a bulletin board for the Department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

15.3 Bargaining Unit Work/Past Practice: Nothing contained in this Agreement shall be construed to in any way restrict or limit management and supervisory employees from performing bargaining unit work in the same manner and to the same extent as management and supervisory employees performed such work prior to the execution of this Agreement. It is understood and agreed that this section shall be applied and interpreted consistent with Article VI, 6.2B of this Agreement.

15.4 Subcontract Work: The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work, within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economic basis.

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

degree. To qualify for tuition reimbursement, the employee must pass the approved course for credit, if credit is offered, and furnish grade marks and receipts upon completion of the course.

15.6 Residency: All employees hired after the execution of this Agreement and all present employees who do not live within a fifteen (15) mile radius from Henry Ruff and Ford Road, must within six (6) months after completion of their probationary period, or the execution of this Agreement, whichever is sooner, move within the fifteen (15) mile radius and live within said boundaries for the duration of their employment. All present employees who live within the fifteen (15) mile radius must, as a condition of continued employment, continue to live within those boundaries. Residency herein is subject to 312 Arbitration as agreed between the parties.

If the fifteen (15) mile radius includes part of a municipality it shall be deemed to include the entire municipality.

15.7 Clothing Allowance: Each employee shall receive a clothing allowance of five hundred dollars (\$500.00) annually, payable on the first pay period after July 1.

If an employee quits, retires, or is discharged prior to serving one (1) year from the payment of the clothing allowance, he shall repay by payroll deduction one-twelfth (1/12) of such clothing allowance for each month of work short of twelve (12) months work from the payment of the clothing allowance.

15.9 Physical Condition: The Employer reserves the right to suspend or discharge employees who are not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's finding, then the employee, at his own expense, may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and Union. In the event an employee's seniority is terminated pursuant to this Article, he shall be afforded the opportunity to apply for and the City will attempt to place him in a position with another department within the City and if he is employed by another department he shall retain all accrued benefits.

Employees who, at the time of execution of this Agreement, have a physical defect, caused by injury, shall be allowed to remain on active duty provided they maintain the level of physical ability that they had at the time of execution of this Agreement.

15.9 Stand-By Duty/Pay: An employee or employees required to be on stand-by duty shall receive three (3) hours pay at their regular straight-time hourly rate for each twenty-

four (24) hours of stand-by. Each employee required to be on stand-by shall, during said stand-by period, remain available for immediate active duty.

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

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

15.12 Writing Required/Entire Agreement: No agreement or understanding contrary to collective bargaining agreement, nor any alteration, variation or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings and arrangements heretofore existing.

15.13 Act 78: The provisions of Act 78 of the Public Acts of 1935, as amended, shall apply in all matters delineated therein to include but not limited to layoff, recall, promotion, transfer, hiring procedures, discharge, suspension from duty and reduction in pay. The procedures contained in said Act shall be the sole means of redress for any alleged violation of the procedures contained therein. It is likewise understood and agreed that once an employee commences an action pursuant to said act he shall be bound by said procedure and the ultimate decision reached pursuant thereto and shall have no right to process under the grievance procedure contained in this Agreement.

15.14 Hair: Moderate hair lengths will be permitted, but must be neatly trimmed so that it does not interfere with the proper wearing of the uniform hat or helmet. The hair shall be trimmed on the sides and back of the head in such a manner that it will not extend over

one-half (1/2) of the ears, or hang over the back of the uniform collar more than one inch (1").

Mustaches: Will be permitted but extreme styles will not be permitted. Mustaches will be neatly trimmed and shall not extend below or beyond the corners of the mouth. Beards or goatees will not be permitted and handlebar mustaches are not allowed.

Sideburns: Extreme styles or lengths shall not be allowed. The sideburns shall not extend below the bottom of the ear lobe. Extreme flares, onto the cheeks, will not be permitted. Extreme would be anything over two inches (2") from the ear.

15.15 Trading Leave Days: Employees shall be permitted to voluntarily trade leave days with other employees as long as said trade is made after notice to and at the discretion of the Watch Commander.

15.16 Paycheck Stubs: The paycheck stubs of employees shall be itemized showing base pay, overtime and all such related items as can be accommodated by the City's payroll system.

15.17 Benefit Eligibility/Pro-Rata Benefits: If an employee does not actually perform work for seventy percent (70%) of the hours for which he would ordinarily be scheduled in the one (1) calendar year period immediately prior to the recorded accumulation or payment of any of the following benefits:

1. ARTICLE V, Section 5 - Personal Business Leave Days;
2. ARTICLE IX - Paid Vacations;
3. ARTICLE XIV - Weapon Proficiency;
4. ARTICLE XV, Section 7 - Clothing Allowance;
5. ARTICLE XII - Longevity;

then such benefits shall be calculated on a pro-rata basis figured as a percent which the actual hours worked bear to 2,080 in such calendar year. Actually performed work under this Section shall include paid time for vacations, holidays, and personal business leave days and paid time off where the employee is paid one-hundred percent (100%) of his straight time earnings as if worked.

15.18 Gender: Use of the male gender in this Agreement shall, except as the context otherwise requires, be deemed to include the female gender.

15.19 Lateral Transfers: For promotional purposes, Detective Sergeants in grade may take the examination for Lieutenant; Sergeants in grade may take the examination for Lieutenant and Deputy Chief. Lieutenants may take the examination for Deputy Chief. Lieutenants in grade may take the examination for Chief. Captains in grade may take the examination for Deputy Chief and Chief. Deputy Chief may take the examination for Chief.

The City may make lateral transfers between the Uniform Division and the Detective Bureau. Such lateral transfers would have a minimum duration of twelve (12) months unless a shorter period is mutually agreed between the employee and the Chief.

15.20 Fixed Shifts:

- A. Fixed shifts are to be placed in effect.
- B. The City shall post shift make-up lists for preference bids to be effective on the first day of October and the first day of April and preference bids must be registered by the first (1st) day of September and first (1st) day of March to qualify for a shift preference. Employees who do not register a bid on time shall be assigned a shift.
- C. Shift preference shall be awarded by time in pay grade; probationary employees shall not have a shift bid and are subject to shift assignment by management.
- D. Primary shift assignments shall be for six (6) months duration, then rebidding shall occur by the method used for the initial bid, with equitable work hours adjustments as required. At the time of bidding, choice of available leave days is confined to those available on the new shift.
- E. Involuntary removal from shift assignment, for reasons of misconduct, shall not occur until discipline including disciplinary layoffs has been used.

15.21 Switching Work Time: The City agrees to one employee working for another in any increments of two (2) hours or more at the discretion of the Watch Commander.

15.22 Transportation/Mileage: Employees who attend schooling (except breathalyzer recertification) at the request of the Employer and outside of Garden City will normally be provided with transportation. If transportation is not provided, the affected employee(s) will be paid mileage at seventeen and one-half cents (17 1/2¢) per mile for the use of the employee's vehicle.

15.23 Road Patrol: Command officers shall not be required to function in the capacity of, or perform the duties normally assigned to, road patrolmen in the event the minimum number of patrolmen falls below the department staffing requirements, except in emergency situations.

15.24 Step-Up Pay: When a Sergeant works four (4) or more hours of an eight (8) hour shift as the Shift Commander, he shall receive the rate of Lieutenant. If he works as Shift Commander for less than four (4) hours of an eight (8) hour shift, he shall not receive a rate increase.



The terminology "shift" or "platoon" will be synonymous in their meaning insofar as this contract is concerned.

15.25 Interim/Temporary/Acting Capacity: An interim or temporary appointment to a higher position in an "Acting Capacity" made necessary by reasons of sickness or disability of a regular employee or for other reasons permitted under Act 78 may be authorized by the Appointing Authority (City Manager) from the promotional eligibility list. All such appointments shall terminate upon the return of the regular appointee to active duty. Unless agreed otherwise between the City and the Union, such appointment shall be for no longer than ninety (90) calendar days and once for each vacancy.

If there is not a current eligibility list for the position, the Appointing Authority will interview all persons eligible to take the examination for the position. Upon completion of the interviews, the Appointing Authority will nominate a person to the Commission for a non-competitive examination.

15.26 The City has the right to test employees for alcohol/substance abuse for just cause.

15.27 Promotion to Chief: In the event a COAM bargaining unit employee accepts the promotion to Chief of Police of the Garden City Police Department, that person, at his/her option, may choose to invoke a voluntary demotion to his/her last held rank or title in the command officers bargaining unit. Should that person return to the command officers bargaining unit, that person will be covered by all the terms and conditions of the bargaining unit agreement that may be in existence at the time of his return. This voluntary demotion will only be for the purpose of retirement benefits.

## **ARTICLE XVI** **RETIREMENT**

16.1 Retirement System, Section 9, Average Final Compensation Defined: Effective October 1, 1990, provision shall be made that average final compensation, shall be the average of the highest final average earnings as defined in Article XVI, Section 16.3 paid a member (employee) by the City during a period of four (4) years of credited service contained within his ten (10) years of credited service rendered immediately preceding his retirement. If a member (employee) has less than four (4) years of credited service his average final compensation shall be the average of total final average earnings paid by the City. In no case shall any member's (employee's) average final compensation include compensation for overtime. Effective October 1, 1994, average final compensation shall be improved to include the average of highest earnings during a period of any three (3) years contained within last ten (10) years.

A. Annuity Withdrawal: Upon retirement, employee(s) shall have the option of annuity

withdrawal from the retirement system of that portion equal to the employee's contribution plus interest. Any member who retires on or after October 1, 1987 pursuant to Sections 36.28 of the Retirement System Ordinance may elect to receive a refund of all or part of his accumulated contributions (including interest) standing to his credit in the Pension Savings Plan at the effective date of his retirement. A member terminating City employment with a pension payable pursuant to Section 36.29 may elect to receive a refund of all or part of his accumulated contributions on his effective day of benefit commencement. Provided, however, that any member withdrawing his accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon selection of this refund provision, the retiring member's Straight Life Pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table and interest rate, as published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement.

- B. Pop-Up: Any member who retires on or after October 1, 1987 under the Retirement Plan, if a designated beneficiary predeceases the retired member, the reduced pension will "pop-up" to the amount it would have been if a 100 percent or 50 percent Joint and Survivor Option had not been elected. The cost of the "pop-up" will be covered by an adjustment to the option election factors so that a retiring member(s) who chooses Joint and 100 percent Survivor or Joint and 50 percent Survivor will bear the cost of such option and shall be at no cost to the City or the Retirement System.

16.2 Duty Disability Retirement: A member who retires before attainment of his voluntary retirement age because of a duty disability, shall receive a disability annuity of two-thirds (2/3) of his final average compensation until he is eligible for normal retirement at which time he shall be given service credit for the time he received a disability annuity.

16.3 Final Average Earnings: The following shall be included in the final average earnings:

- A. **Annual Regular Compensation** - The employee's annual base salary for regular hours worked per year (based on 2,080 hours). Any paid leave time taken to make up the 2,080 hours would be included. (For example: sick leave, vacation days, personal days, compensation time, etc.)
- B. **Longevity** - The amount of the employee's annual longevity bonus paid according to Article XII, Section 12.1.
- C. **Holiday Pay** - The eight (8) hours of pay at their regular straight time hourly rate for each holiday under Article VIII, Section 8.1 they qualify to be paid for.

16.4 Pension Multiplier: Effective October 1, 1994, the pension multiplier for bargaining unit members shall be increased from 2.0% to 2.5% for the first 25 years of service, plus 1.0% for each year over 25.

16.5 Pension Escalator: Effective October 1, 1994, the pension escalator for future retirees shall be improved to annual adjustment of 2.0% compounded. Cumulative adjustment shall not exceed cumulative increase in the CPI.

16.6 Purchase of Military Time: Employees may purchase military time for the purpose of service time for retirement with the following conditions:

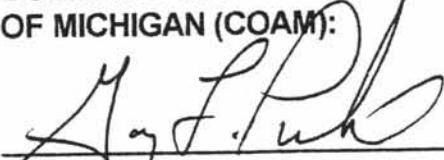
- A. Three years is the maximum service that can be purchased.
- B.
  1. Current employee(s) must give intent of purchase within one (1) year of signing the current executed agreement and complete payment within five (5) years.
  2. New employee(s) must give intent of purchase within one (1) year of employment and complete payment within five (5) years.
- C. Employee(s) must pay their five percent (5%) portion and the City's normal cost (i.e. 6/30/89 percentage = 11.23%) based on the last actuarial report available at the time the employee(s) intent to purchase is given using his current base salary for each year purchased.

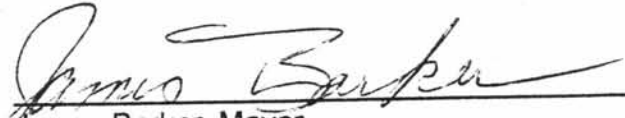
**ARTICLE XVII**  
**DURATION OF AGREEMENT**

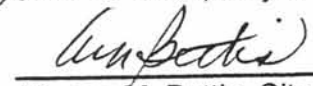
**THIS AGREEMENT** shall become effective the first day of October, 1996 and shall remain in full force and effect through the 30th day of September, 1999 and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration or any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 1998.

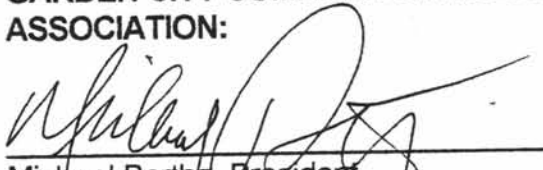
**COMMAND OFFICERS ASSOCIATION CITY OF GARDEN CITY:  
OF MICHIGAN (COAM):**


  
Business Agent

  
James Barker, Mayor

  
Allyson M. Bettis, City Clerk-Treasurer

**GARDEN CITY COMMAND OFFICERS  
ASSOCIATION:**

  
Michael Bertha, President

  
Michael Carr, Vice-President

APPENDIX A

WAGES

	<u>October 1, 1996</u>	<u>October 1, 1997</u>	<u>October 1, 1998</u>
Sergeant	\$45,236	\$47,045	\$48,927
Lieutenant	\$50,329	\$52,342	\$54,436
Deputy Chief	\$52,695	\$57,735	\$60,044