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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LOWELL, MICHIGAN

AND

THE LOWELL POLICE OFFICERS ASSOCIATION

JULY 1, 2001 to JUNE 30, 2004

*Lowell, City of*

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## A G R E E M E N T

THIS AGREEMENT is entered into this 1st date of July, 2001 between the City of Lowell, hereinafter referred to as the "Employer", and the Lowell Police Officers Association, hereinafter referred to as the "Association". It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other condition of employment.

### WITNESSETH

WHEREAS, the Employer and the Association agree that the description of the collective bargaining unit contained herein is appropriate and desire to maintain such collective bargaining unit; and

WHEREAS, the City of Lowell and the Lowell Police Officers Association recognize their legal responsibilities under federal, state and local laws relating to fair employment practices; and

WHEREAS, the Employer and the Association recognize the principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, sex, creed, color or national origin;

NOW THEREFORE, the parties agree as follows:

## RECOGNITION

Section 1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Association, as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended by Act No. 379, Public Acts of 1965, for all non-probationary, permanent full time police officers of the City of Lowell, excluding the Police Chief, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment;

Section 2. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those permanent full-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Section 1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

Permanent Full-time Employee. A permanent full-time employee is an employee who is working the employer's official workweek on a regular schedule at a job classified by the Employer as permanent.

Irregular Employee. An irregular employee is an employee who is working on any other basis than the above definitions of permanent full-time employee. For purposes of this Agreement, any employee regularly scheduled for less than eighty (80) hours biweekly is considered an irregular employee.

## ASSOCIATION REPRESENTATION

Section 3. Collective Bargaining Committee. The Employer agrees to recognize not more than four (4) uniformed Police Department employees, including the President of the Association

or his designated representative as a collective bargaining committee. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for uniformed Police Department employees as provided in the grievance procedure. Members of the collective bargaining committee shall meet with City Officials for the purpose of negotiating modification to this Agreement. The Association may designate any permanent full-time employees with seniority employed as uniformed employees in the Lowell Police Department to the collective bargaining committee. The Association shall furnish the Employer in writing the names of its collective bargaining committee.

#### AGENCY SHOP

Section 4. All employees who are subject to this Agreement and who are members of the Association shall, as a condition of continued employment either remain members in good standing for the duration of this Agreement or pay to said Association a sum equivalent to membership dues, initiation fees and assessments uniformly levied upon all Association members. All new employees who are subject to this Agreement upon completion of their probationary period shall, as a condition of continued employment, either become and remain members in good standing in the Association for the duration of this Agreement, or pay to said Association a sum equivalent to membership dues, initiation fees and assessments uniformly levied upon all Association members.

Section 5. Any employee who shall tender an initial fee not to exceed ten (10) dollars (if not already a member) and the periodical dues or a sum equivalent to the initial fee and periodical dues uniformly required of all employees in the bargaining units that are represented by the Lowell Police Officers Association shall be determined to meet the conditions of this Agreement.

Section 6. Employees of the bargaining units that are represented by the Lowell Police Officers Association shall be determined to be in compliance with this Association security clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.

Section 7. The employer shall be notified in writing by the Lowell Police Officers Association of any employees in the bargaining units that are represented by the Lowell Police Officers Association who are sixty (60) days in arrears in payment of the membership dues or the sum equivalent to membership dues as a charge for representation services.

Section 8. The Lowell Police Officers Association shall indemnify and save the Employer harmless from any and all claims, demands, suits, or any other action arising from these Agency Shop Provisions or from complying with any request for termination of these Provisions.

## RIGHTS OF THE EMPLOYER

Section 9. It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions, and authority of management to manage the Employer's operation. These rights vested in the Employer include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign, and retain employees in positions within the City consistent with the employee's ability to perform the assigned work. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the Employer. It is also agreed that the Employer has the right to determine the method, means and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof. The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of the Agreement, and said rules and regulations shall be reasonable.

## GRIEVANCE PROCEDURE

Section 10. Definition of Grievance. A grievance shall be a complaint by an employee concerning the application, interpretation, or alleged violation, of this Agreement as written.



Section 11. Grievance Procedure. An employee having a grievance shall present it to the Employer as follows:

Step 1. Verbal Procedure. If an employee has a grievance, the aggrieved employee may discuss it with the chief within five (5) days after the employee knew or should have known of the facts giving rise to the grievance. The Chief shall give an answer within two (2) days. The employee may have a representative of the collective bargaining committee present.

Step 2. Written Procedure. If the grievance is not resolved, a member of the collective bargaining committee shall reduce the grievance to writing and present it to the Chief of Police within three (3) days after answer in Step 1. The grievance shall be dated and signed by the aggrieved employee and his representative, and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is submitted, the document shall be dated and a copy returned to the aggrieved employee within five (5) days. A meeting will be arranged by the representative who signed the grievance, insofar as practical, and the Chief to discuss the grievance. The Chief will then answer the grievance in writing within five (5) days from the meeting at which the grievance was discussed.

Step 3. If the answer of the Chief is not satisfactory, the grievance may be appealed within five (5) days to the City Manager, in writing. A meeting between the collective bargaining committee of the Association and the City Manager or their designated representatives, will be arranged to discuss the grievance appealed. Said meeting is to be held within seven (7) days from the date when received by the City Manager. The Manager shall answer the grievance within seven (7) days of the date of the meeting at which the grievances were discussed. In order for a decision to be binding at Step 3, it shall bear the signature of the City Manager or his representative.

Step 4. Upon written notice by the Association to the City Manager within thirty (30) days after the time the City answered or should have answered in Step 3, whichever is sooner, any unresolved grievance may be submitted to arbitration.

## ARBITRATION

Section 12. Selection of Arbitrator. The arbitrator shall be a person mutually agreed upon by the City and the Association.

In the event the parties have not agreed upon an arbitrator within five (5) days, the Association may request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within ten (10) days of receipt of the list, the City and the Association shall alternately strike a name from the list until only one (1) name remains. The person whose name remains shall serve as arbitrator. The fees and expenses of the arbitrator shall be shared equally by the City and the Association.

Section 13. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and the arbitrator shall have no power or authority to amend, alter, or modify this Agreement in any respect. The arbitrator shall not have authority to pass upon the City's exercise of any of its management rights no expressly limited by this Agreement. The arbitrator's decision shall be final and binding upon the Association, City and employees.

Section 14. Investigation of Grievances. The members of the collective bargaining committee shall be allowed reasonable time off their jobs without loss of pay to investigate a grievance which has been presented in writing upon having received

permission from the Chief of Police. The Chief of Police will normally grant permission and provide sufficient time to the members of the collective bargaining committee to leave their work for these purposes subject to the conditions that their privilege does not unreasonably interfere with the operation of the department. The Association agrees that this privilege will not be abused.

Section 15. Grievance Assistance. If the Employer or the Association request that the aggrieved employee or other necessary persons be present at any step or steps of the grievance procedure to participate in discussion, they will be required to do so.

Section 16. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association, the grievance shall be considered settled in accordance with the last disposition of the employer. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 17. Grievance Form. The grievance forms shall be mutually agreed upon.

Section 18. Time Computation. Saturday, Sunday, and Holidays shall not be counted under the time procedures established in the grievance procedure.

Section 19. Rules and Regulations. The Employer reserves the right to establish reasonable rules and regulations concerning the conduct of its employees and the standards or the performance of their duties. The Association may challenge the reasonableness of said rules and regulations by filing a grievance at Step 2 within fifteen (15) days after the rules or regulation have been established and the Association has received written notice thereof.

#### SPECIAL CONFERENCES

Section 20. Special Conferences. The Employer and the Lowell Police Officers Association agree to meet and confer on matters of clarification of the terms of this Agreement upon the 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 to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than two (2) persons at special meetings, who shall be permanent full time employees of

the City, however, each party may have a non-employee representative present if desired.

Section 21. The Lowell Police Officers Association representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.

Section 22. Employee representatives of the Lowell Police Officers Association at special meetings will be paid by the Employer for time spent in special meetings, but only for the straight-time hours they would otherwise have worked on their regular work schedule.

#### STRIKES AND ILLEGAL ACTIVITIES

Section 23. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare.

The Lowell Police Officers Association therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Lowell Police Officers Association further agrees that there shall be no strikes, sit-downs, stay-ins, slow-downs, stoppages of work, or any acts that interfere in any manner or to any degree

with the services of the City, as long as this contract is in force.

Section 24. Any employee who engages in any activity prohibited by Section 23 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge.

#### HOURS OF WORK AND OVERTIME

Section 25. Work Cycle. The official work cycle of Lowell City Police employees shall be no more than eighty-four (84) hours per two-week work cycle, including meal periods. It is provided, however, that this work cycle provision shall not apply in situations where a normal work cycle is established by the Department on a different basis due to different tour of duty schedules and/or different shift schedules.

Compensatory Time. The four (4) hours worked in excess of eighty (80) hours each two-week work cycle shall be compensated on the basis of time and one half compensatory time. The four (4) hours of compensatory time earned each two-week work cycle shall be recorded in a separate bank and shall be in addition to the maximum seventy-two (72) hours compensatory time off accumulation allowed under Section 28 of this Agreement. The four (4) hours of compensatory time earned as a result of the two-week work cycle may not accumulate beyond twenty-four (24) hours.

Section 26. Work Schedule. The Work Schedule shall be established by the Chief of Police so that employees are regularly scheduled no more than eighty-four (84) hours of work per two-week

work cycle. It is provided, however, that this work schedule provision shall not apply in situations where a normal work period is established by the Department on a different basis due to different tour of duty schedules and/or different shift schedules.

Compensatory Time. The four (4) hours worked in excess of eighty (80) hours each two-week work cycle shall be compensated on the basis of time and one half compensatory time. The four (4) hours of compensatory time earned each two-week work cycle shall be recorded in a separate bank and shall be in addition to the maximum seventy-two (72) hours compensatory time off accumulation allowed under Section 28 of this Agreement. The four (4) hours of compensatory time earned as a result of the two-week work cycle may not accumulate beyond twenty-four (24) hours.

Section 27. Shift Selection. Employees covered under the terms of this contract shall select the shift they desire based upon time in grade, or as may be mutually agreed upon by the Association and the City, during the term of this contract. Any changes to the shift selection procedure shall be in writing and made an addendum to this contract.

Section 28. Overtime. Overtime shall be paid at time and one-half the employee's straight-time hourly rate for all hours worked in excess of the work cycle schedule set forth in Section 25 and Section 26 of this Agreement. Subject to mutual agreement between the employee and the Police Chief, compensatory time off may be granted at the rate of one and one-half (1½) hours off for each one (1) hour of overtime worked. Compensatory time off which

may not accumulate beyond seventy two (72) hours, shall be granted in accordance with rules and regulations established by the department. It is provided, however, that these overtime and compensatory time off provisions shall not apply in situations where a normal work period is established by the Department on a different basis due to different tour of duty schedules and/or different shift schedules.

Section 29. Overtime Scheduling. The City reserves the right to use part-time officers to fill in for full-time officers for purposes of providing coverage for vacation, sick time or other regular shift openings. If no part-time officers are available, the shift opening shall be offered to off-duty full-time officers by order of seniority who are not scheduled to work on the day the shift opening occurs. If the off-duty full-time officer is not available when the City attempts to make contact regarding the shift opening, the City shall not be required to make any further attempt to contact the officer. In the event no off-duty full-time officer is available, up to two (2) hours of overtime will be offered to the officer on duty immediately preceding and to the officer on duty immediately following the shift on which the opening occurs. No officer shall be required to work more than twelve (12) consecutive hours, except when mutually agreed upon between the officer and the Chief of Police or during an emergency as determined by the Chief. Nothing in this paragraph of this Section shall diminish the right of the City to call in officers working other shift cycles to cover a



shift-opening or to cover a shift opening with administrative officers.

It is mutually agreed between the parties that when budgetary considerations require a change of temporary suspension of this provision, that the parties hereto shall meet and discuss the issue. In the event that an agreement cannot be reached during such a meeting the decision of the City Manager regarding a change or temporary suspension shall be implemented subject to grievance procedure set forth above, or other legal remedies.

Section 30. Call-In Time. An employee called in to work during his unscheduled shift, shall be guaranteed a minimum of two (2) hours pay or work. Pay shall be at his regular rate or at time and one-half his regular rate if his hours of work exceed eighty (80) hours during that fourteen (14) day work cycle. All off-duty court time shall fall under this section. It is provided, however, that this pay provision shall not apply in situations where a normal work period is established by the Department on a different basis due to different tour of duty schedules and/or different shift schedules.

#### SENIORITY

Section 31. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of hire. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular rank. Seniority shall continue to accumulate during all approved leaves

of absence. Employees who are employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 32. Probationary Period. All new employees shall be considered probationary employees for a period of their first twelve (12) months, nonextendable, after which time their seniority shall be as of their last date of hire. During this period an employee shall be considered a probationary employee who may be laid off or terminated by the employer, at any time, and no such layoff, termination or any other penalty, shall be subject to the grievance procedure.

Section 33. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, rank, position, range and step, and seniority date, and shall furnish a copy to the Association at the first of each year, or as soon as practical each year.

Section 34. Loss of Seniority and Termination of Employment. An employee's seniority and employment with the City shall terminate for the following reasons:

- (a) He resigns or quits.
- (b) He is discharged or terminated, and not reinstated.
- (c) He retires or dies.
- (d) He has been on lay off for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser.
- (e) He is absent due to non-work related medical condition or injury for a period of one (1) year or the length of his acquired seniority at the time the absence began, whichever is less. (This subsection shall not be applied to automatically terminate a probationary

employee who is absent due to non-work related illness or injury.)

- (f) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, unless otherwise excused.

The provisions of this subsection (f) are intended to apply only to an employee's obligation to properly notify the Employer of absence within the required period of time and regardless of whether an employee properly notifies, the employee may still be subject to disciplinary action up to and including discharge for an unauthorized absence.

#### LEAVE OF ABSENCE

Section 35. Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and given to the Chief of Police and the City Manager.

#### Section 36. Paid Disability Insurance and Sick Leave.

All full - time employees will have:

- (a) Short and Long Term Disability Insurance.

Employer shall pay the required premiums for short and long term disability insurance for all full time employees. Specific terms and conditions governing the disability insurance are set forth in the master policy or policies governing the program or issued by an insurance carrier. The use of a specific named insurance carrier in this Section is in no way restrictive on the City and, accordingly, the City reserves the right to determine the method of providing short and long term disability insurance.

- (b) Accumulation of Sick Leave.

1. Effective July 1, 2001, all full time employees will have all accumulation of sick leave paid in full. This is a one-time pay off only.

2. Effective July 1, 2001, all full time employees will receive ninety-six (96) hours of sick leave.
3. Effective July 1, 2002, and hereafter, all full time employees will accumulate one sick leave day (8 hours) per month. An employee shall be entitled to receive pay at the end of each June for sick leave accumulated for one-half of the remaining sick leave over ninety-six (96) hours.
4. No more than one hundred ninety two (192) hours of sick leave may be accumulated.
5. Accrued sick leave will be paid on one-half of hours accumulated, but no greater than ninety-six (96) hours upon termination of employment.
6. New employees shall receive forty-eight (48) hours of sick leave after six months of service.

(c) Evidence of illness.

The person in charge of personnel may demand evidence of illness from a licensed physician.

- (d) Sick Leave. Sick leave may be used in the event of personal illness or injury to the employee or for illness or injuries to members of the employee's "immediate family". Immediate family as used herein shall be defined as spouse, children, parents, brothers or sisters. All such use of sick leave is subject to right of the City to demand evidence of illness, or the necessity of the officer to attend to the needs of a member of the immediate family.

- (e) Fitness for Duty. In situations where the employee's physical, medical or mental condition raises a question as to the employee's capability to satisfactorily perform the employee's job, or the safety of the employee or others, the City may require a fitness for duty medical examination and certificate paid for by the City by a City-selected physician or other practitioner and/or require the employee to take a leave of absence, provided, however, that this right shall not prohibit the City from taking any other action as may be deemed appropriate under the circumstances.

- (f) Physical Assessment. In an effort to promote physical fitness, the City will pay for a bi-annual physical

assessment of each employee to a wellness center of the City's choice.

Section 37. Funeral Leave. Upon request, an employee will be granted a leave of absence for three (3) normally scheduled working days following the date of death of a member of the employee's immediate family. Immediate family shall be defined as spouse, parent, parent of current spouse, child, brother or sister. A one (1) day leave will be granted to attend the funeral of a brother-in-law or sister-in-law. The three (3) days provided herein may be other than those immediately following the date of death, if unusual circumstances exist. An employee shall receive in an amount equal to what would have been earned by working straight-time hours at the employee's regular rate of pay on the day for which leave is granted.

Section 38. Military Leave.

- (a) Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, providing he satisfies the eligibility requirements established under this Agreement.
- (b) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the Employer and the difference between the amount received for such training and the employee's regular salary or wage.
- (c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve

Training Units or by the Michigan National guard in order to protect the right of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and the employee's regular salary or wage for a period not to exceed five (5) working days.

Section 39. Personal Leave Days. All full-time employees with seniority shall receive three (3) personal leave days with pay for use during the year in accordance with procedures established by the Employer. The pay for a personal leave day that is used by an eligible employee shall be equal to the employee's straight time regular rate of pay, exclusive of all premium pay, for up to a maximum of eight (8) straight hours the employee was otherwise scheduled to work. The personal leave day must be scheduled in advance between the employee and the Chief of Police (or designated representative). If any personal leave days are not used by an employee during the fiscal year, the unused personal leave day(s) shall be paid to the employee at straight time.

#### VACATIONS

Section 40. Full-time employees of the City shall earn vacation leave with pay as hereby set forth. All full-time employees of the City of Lowell who have served one (1) full year of service will be entitled to one (1) working week (5 days, 40 hours) of vacation leave. All full-time employees who have served two (2) full years of service will be entitled to two (2) working weeks (10 days, 80 hours) of Vacation Leave per year. All full-time employees who have served six (6) continuous years of full-

time service with the City of Lowell will be entitled to three (3) weeks (15 days, 120 hours) Vacation Leave per year. Subsequently, all full time employees will earn the following per year:

<u>Service After</u>	<u>Vacation Days</u>
Eleven (11) years	16 (3 weeks, 1 day) (128 hours)
Twelve (12) "	17 (3 weeks, 2 days) (136 hours)
Thirteen (13) "	18 (3 weeks, 3 days) (144 hours)
Fourteen (14) "	19 (3 weeks, 4 days) (152 hours)
Fifteen (15) "	20 (4 weeks) (160 hours)

Section 41. Accumulation of Vacation Leave. Vacation leave may not be accumulated beyond four (4) weeks without prior approval from the City Manager. No employee may choose to refuse to take a vacation and receive vacation pay in lieu of vacation time off. Earned Vacation pay up to four (4) weeks will be paid to any employee leaving the service of the City of Lowell.

Section 42. Vacation Requests. An employee, with approval, may take vacation at any time in the course of the year as long as it conforms with the requirements of the department. Vacation leaves shall be granted to employees covered hereby, by the Chief of Police, and such vacations will be granted at such times as they least interfere with the efficient operation of the Department. Vacation request must be made by April 1 preceding the period requested. Officers who make the request by April 1 shall be granted vacation preference in accordance with seniority throughout the Police Department. An employee will not be permitted to take vacation leave one (1) day at a time unless otherwise approved by the Chief of Police.

Section 43. An approved leave of absence will not be counted as a break in the employee's service record when determining vacation allowance under the vacation plan.

HOLIDAYS

Section 44. Holiday pay. All full-time employees with seniority shall receive eight (8) hours pay at their straight-time regular rate exclusive of all premium pay for each of the following recognized holidays, provided the employee is eligible under the rules established in this Agreement.

New Years Day	- Jan. 1
Washington's Birthday	- Feb. 22
Good Friday (4 hours)	-
Memorial Day	- May 30
Independence Day	- July 4
Labor Day	- First Monday in Sept.
Veterans Day	- Nov. 11
Thanksgiving Day	- 4th Thursday in Nov.
Christmas Day	- December 25
Employee's Birthday	

Section 45. Holiday Eligibility. Employee eligibility for Holiday pay is subject to the following conditions and qualifications:

- (a) Holiday pay shall not be paid for an employee on layoff or leave of absence other than sick leave or maternity leave.
- (b) If the employee is absent on vacation, the employee shall receive Holiday pay for any recognized Holiday set forth above.
- (c) Employees scheduled to work and actually work on any of the recognized holidays set forth above shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate.



## INSURANCE

### Section 46. Hospitalization and Benefits.

- (a) The Employer shall pay the required premiums for the hospitalization, dental, optical and retirements benefit programs for the individual employees with seniority, and their eligible family members where applicable. The following riders shall be made a part of the hospitalization insurance program:
- (1) Prescription Drug Rider
  - (2) Members Liability Rider
  - (3) Emergency Service Rider
- (b) The City of Lowell shall pay hospitalization premiums covered under this Agreement for employees and their spouses, during the first five (5) years after retirement or until said retiree becomes eligible for Medicare whichever comes first.
- (c) Specific terms and conditions governing the group hospitalization insurance and benefit programs are set forth in the master policy or policies governing the program or issued by an insurance and benefit carrier or carriers. The use of a specific named insurance or benefit carrier in this Section is in no way restrictive on the City and, accordingly, the City reserves the right to determine the method of providing the group hospitalization insurance or benefit programs, including the selection of any insurance carrier or carriers, provided no more than minor changes to the overall level of benefit coverage would result. In the event that more than minor changes would occur to the overall level of benefit coverage, the City agrees to advise the Association of such changes within ten (10) days from the date of written notification from the carrier regarding such changes. A meeting will be scheduled between the City and the Association within fifteen (15) business days of the notification to the Association regarding changes to the benefits. The purpose of the meeting is to explain the changes and why these are needed.

In the event that any changes to the overall level of benefit coverage would occur to the group hospitalization or other benefit programs, the City agrees to advise the Association of these changes no more that ten (10) days from the date of written notification from the carrier regarding such changes. If requested by the Association, the City agrees to

meet with the Association for the purpose of explaining the changes.

The City may add to existing benefits given without notification, if the new benefits do not conflict with the existing benefits given.

Section 47. Life Insurance. The employer shall pay the required premiums to provide each full-time employee with seniority a Life Insurance Policy with accidental death and dismemberment provisions for the principal sum of fifty thousand dollars (\$50,000).

Section 48. Longevity Payments. Each employee covered herein shall be eligible to receive longevity pay based upon the following: Sixty-five (65) dollars for each year of service beyond three (3) years to a maximum of six hundred fifty dollars (\$650.00).

Section 49. Classifications and rates. The following annual salary scale shall be effective as of July 1, 2001 which reflects a cost-of-living adjustment of 3.5% the first year of the contract. New hires who have the appropriate experience and qualifications as determined by the City may be started at any pay rate step above the Start rate within the established police officer pay range, provided however that a new hire shall not be started above the Three Years pay rate step. A new hire started somewhere above the Start Rate shall be credited with the years of service applicable to the particular pay rate step for purposes of future progression within the established pay range.

POLICE SALARIES

EFFECTIVE JULY 1, 2001

	<u>Start</u>	<u>Six Months</u>	<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>	<u>Four Years</u>
Police Officer	\$24,282 (\$11.67 an hour)	\$25,953 (\$12.47 an hour)	\$35,259 (\$16.95 an hour)	\$40,106 (\$19.28 an hour)	\$43,191 (\$20.76 an hour)	\$48,070 (\$23.11 an hour)
Sergeant	\$50,124	(\$24.09 an hour)				

EFFECTIVE JULY 1, 2002

Police Officer  
Sergeant

"CONTRACT ITEM OPEN FOR NEGOTIATIONS"

EFFECTIVE JULY 1, 2003

Police Officer  
Sergeant

"CONTRACT ITEM OPEN FOR NEGOTIATIONS"

Field Training Officer Compensation. A police officer who has achieved the required qualifications may be assigned and designated by the Chief of Police from time to time to function in the capacity of a Field Training Officer (FTO). It shall be the responsibility of a police officer who is functioning as a FTO to train and evaluate new employees in accordance with standards as may be established by the City from time to time. A police officer who is functioning as a FTO shall receive extra compensation in the amount of twenty-five dollars (\$25.00) per shift for each shift that a new employee is assigned to the police officer in the officer's capacity as a FTO.

Section 50. Promotions. When vacancies exist, promotions from Police officer to Sergeant may be made on the basis of merit

and evaluations as established by the Chief of Police and the City Manager. The City reserves the right to recruit outside the Department, if no department employee is eligible.

Section 51. Layoff. All reductions in the work force shall be accomplished in the following manner:

- (a) No permanent or probationary employee shall be laid off from their position in the Police Department while any temporary, irregular employees or reserves are serving in the same position in that department.
- (b) The first employee to be laid off shall be the employee with the least rank seniority in the rank affected. Where the affected employees have the same rank seniority, the employee with the least seniority shall be laid off first. Further layoffs from the affected rank shall be accomplished by the inverse order of rank seniority.
- (c) Upon being laid off from a rank, classification or any other demotion, an employee who so requests shall, in lieu of layoff, be demoted to a lower rank in the department, provided the employee's request to return to the lower rank or classification, the employee will be returned to the rank or classification with the prior seniority before having left that rank or classification. Demotion shall be through those positions to which the employee previously held permanent status, provided that a probationary employee shall not displace an employee with seniority in a position in which said employee has not previously held permanent status.
- (d) Employees who are reduced in rank in lieu of layoff, shall initially be paid the same salary step in the range for the lower position to which said employee has been reduced.
- (e) Upon a demotion for any reason from a position outside of the collective bargaining agreement, the demoted employee will be returned to seniority held before promotion.

Section 52. Recall. Employees who are laid off or who are reduced in rank in lieu of layoff shall their former rank in order

of their rank seniority when the work force is to be increased, provided that the employee has not lost seniority.

Section 53. Recall Procedure. In the event of a layoff, an employee to be recalled shall be given two weeks notice of recall to work, mailed to the employee's last-known address. In the event the employee fails to make himself/herself available for work no later than two (2) weeks after recall notice has been received, or should have been received, said employee shall be presumed to have resigned and his/her name removed from the seniority list, provided, however, the Chief of Police may extend the time to report in extenuating circumstances. It shall be the laid-off employee's responsibility to keep a current address on file with the Chief of Police.

Section 54. Mileage. Officers who are required to drive their own automobile in the performance of their duties shall receive the current per mileage rate established by the U.S. Internal Revenue Service, and be covered by City-paid liability insurance while in the performance of such duties.

Section 55. Uniforms. Uniforms, consisting of necessary uniforms and equipment, as prescribed by the Chief of Police, will be furnished by the City. Reasonable and necessary dry cleaning of uniforms will be paid for by the City.

Section 56. Training. The Chief of Police may require training for any skills deemed appropriate from each officer. An officer who participates in authorized training time off shifts shall be paid with compensatory time off at time and one-half

provided that the training time is on overtime hours. Training shall be through an accredited program or from certified instructors with in house training. With in-house training, participants shall be given two (2) weeks notice prior to the date of the session.

The Employer will reimburse any full time employee who is enrolled in up to six (6) adult education or university credits a term, but no more than twelve (12) such credits per year, for the cost of tuition, provided:

- (a) The course is job related.
- (b) An application for reimbursement is submitted and approved by the Chief of Police and City Manager prior to enrollment.
- (c) A grade of "C" (2.0) is attained on adult education or undergraduate work and "B" (3.0) on graduate work.
- (d) In the event the employee is receiving the cost of tuition from another source, the employee shall be reimbursed for required textbooks if not subject to reimbursement from another source in accordance with A, B and C above.

When evaluating for approval or disapproval employee applications for tuition reimbursement, the City shall apply the following criteria and guidelines in determining whether the application satisfies the requirement of being "job related".

1. Each course must stand by itself. Degree program courses or courses taken to fill requirements toward a degree may or may not relate directly to employee's job.
2. The course must provide a direct and obvious benefit to the employee for the performance of the employee's required duties with the City.
3. Any employee submitting an application for tuition reimbursement must provide a copy of the course description together with a statement setting

forth the manner in which the course is directly related to the employee's job with the City.

Section 57. Dual Employment. No employee shall be employed at other employment which will be a conflict of interest or impair performance as a police officer. Written permission from the Chief of Police must be obtained before other employment may be taken.

Section 58. Temporary Employees. The Employer reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

Section 59. Pro-Rata Benefits. Paid sick leave and vacation benefits recited herein are predicated on an employee's working a full-time schedule on a basis of two thousand eighty (2,080) hours during a twelve (12) month period. Paid sick leave and vacations shall be considered as a day of work (8 hours). An employee who is absent from work due to an unpaid leave of absence or layoff, shall receive these benefits if otherwise eligible on a pro-rata or reduced basis which shall be the ratio of his hours of work to a full-time schedule of two thousand eighty (2,080) hours.

Section 60. Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 61. Separability Clause. Any part of this Agreement which shall conflict with applicable, State or federal law, now or in the future, shall be null and void, but only to the extent of the conflict; all other parts shall remain in full force and

effect for the duration of this Agreement.

Section 62. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all claims which may be asserted in arbitration hereunder, or otherwise.

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 that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, 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 in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject of matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 63. Economic Controls. This Agreement is subject to being permissible under law.




DURATION

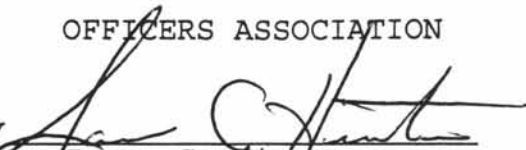
Section 64. Termination. This Agreement shall remain in full force and effect until June 30, 2004, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

THE CITY OF LOWELL


LOWELL POLICE

OFFICERS ASSOCIATION


by   
Michael K. Blough  
Mayor

by   
James C. Hinton  
President

by   
Betty R. Morlock  
City Clerk

by   
Steven J. Bukala  
Vice President

by   
Christopher A. Hurst  
Secretary

by   
Calvin J. Kamphuis  
Treasurer

June 18, 2001  
Date

June 18, 2001  
Date