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6/30/2004

AGREEMENT
BETWEEN
THE CITY OF MILAN
AND
THE POLICE OFFICERS LABOR COUNCIL

Milan, City of

MILAN POLICE COMMAND UNIT

July 1, 2000 - June 30, 2004

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ARTICLE 1 – AGREEMENT

This Agreement is entered into between the City of Milan, a municipality in Washtenaw and Monroe Counties, Michigan, hereinafter referred to as the "City" or as the "Employer," and the Milan Police Command Unit, The Police Officers Labor Council, hereinafter referred to as the "Union."

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees, and the Union.

The parties recognize the essential public service here involved and that the interests of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the Police Department employees and the City to the public requires that any disputes arising between the Police Department employees and the City be adjusted and settled in an orderly manner without any interruption whatsoever of said service to the public.

To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 - RECOGNITION

- A. In accordance with the provisions of Act 336 of the Public Acts of 1947, as amended, the City hereby recognizes the Union as the exclusive representative, for purposes of collective bargaining relative to wages, hours, and other terms and conditions of employment, of all employees of the City of Milan Police Department in the bargaining unit described as follows:
All regular full-time supervisory police employees excluding executives, and temporary employees.

- B. The City agrees not to enter into any agreement with another labor organization during the life of this agreement with respect to the employees covered by this Agreement, or enter into any agreement or contract with the said employees, individually or collectively, concerning wages, hours or working conditions which is contrary to the terms of this Agreement.
- C. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization with respect to employees covered by this Agreement for the purpose of undermining the Union.
- D. For the purposes of this Agreement the following definitions shall be applicable:
- (1) REGULAR EMPLOYEE (S) - Employees regularly scheduled to work forty (40) hours per week shall be considered as regular full-time employees. A regular full-time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.
 - (2) TEMPORARY EMPLOYEE(S) - An employee who is hired for a period of six (6) months or less will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only. This period may be extended for an additional ninety (90) days, provided the temporary employee is not used to displace a regular employee who is on layoff status, nor replace a sworn officer.
- E. All new employees shall be considered as probationary employees until they shall have worked for the employer a total of two thousand-eighty (2080) hours of work or one (1) year, whichever is later. The Union shall represent probationary employees in the described bargaining unit except that such employees may be discharged or disciplined with or without cause and there may be no grievance filed by the Union or such employee with respect to discipline or discharge.

ARTICLE 3 - NON-DISCRIMINATION

Both the City and the Union recognize their respective obligations to not discriminate in employment under the laws of the United States and the State of Michigan.

ARTICLE 4 - UNION SECURITY

- A. Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

- B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and the Union.

- C. Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice to the City from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and to the Union.

- E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the Director of Labor Services or his agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Police Officers Labor Council, 667 E. Big Beaver Road, Suite 205, Troy, Michigan, 48083.
- F. The Union agrees to save and hold harmless the City from damages or other financial loss, which the City may be required to pay or suffer as a consequence of enforcing the above provision.

ARTICLE 5 - UNION RIGHTS AND RESPONSIBILITIES

- A. The employees shall be represented by a steward, who shall be elected in any manner determined by the members of the Milan Police Command Unit, Police Officers Labor Council. This steward shall be selected from a group of union member nominees on the seniority list.
- B. Promptly following the effective date of this Agreement, the Union shall provide a written list of names and titles of its representatives, and will, from time to time, provide prompt notice of any changes. The City recognizes the right of the Union to designate a steward and an alternate from the seniority list of the Police Department. The authority of the steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties:
1. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
 2. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided, such messages and information:
 - a. have been reduced to writing, or,
 - b. if not reduced in writing, are of a nature and do not involve work stoppages, slow-downs, or any other interference with the work of the Police Department.

3. The steward shall be permitted reasonable time to investigate, present, and process grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime within the regular schedule of the steward.
- C. Discussion of Union Business: Members shall be permitted to discuss Union business with other members during their duty hours, provided such discussion shall not interfere with the performance of the member's duties.
- D. Bulletins and Orders. A copy of each special order, general order, rule, regulation, or training bulletin shall be made available to the steward for the Union.
- E. Special Conference. Special conferences on important matters will be arranged between the Union and the Chief of Police or their designated representatives upon the request of either party. Such meetings shall be between one or more representatives of the employer and representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a workday.
- F. The City is obligated to provide equality of opportunity, consideration and treatment of all members of the bargaining unit and to establish policies and regulations that will ensure such equality of opportunity, consideration and treatment.
- G. It is the intent of the parties subject to this Agreement that the grievance procedure herein shall serve as a means for the peaceful settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid

or engage in a work stoppage, slowdown, or a strike against the City of Milan. The City agrees that during the same period there will be no lockout.

ARTICLE 6 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its Charter.
- B. The City has the right to determine hours of work, work schedules, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed, and to solely determine if such work is to be performed. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.
- C. The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
- D. The City shall retain as management rights any and all powers regarding wages, hours, and other terms and conditions of employment not restricted by the express terms of this Agreement.
- E. Subject to the specific provisions of this Agreement, the City has the right to hire, select, and direct the work force and to assign, promote, and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement.
- F. If a new job within the bargaining unit shall be created due to the introduction of new equipment or significant change in methods of operation, a rate of pay may be established by the City. The City and the Union shall bargain on the rate of the new classification.

ARTICLE 7 - PROVISION FOR LEGAL COUNSEL

The Employer shall, subject to the approval of the City Administrator and the Police Chief, provide to the employee such legal assistance as shall be required or needed as a result of acts occurring when and while said employee is engaging in the performance of his or her police duties and responsibilities.

ARTICLE 8 - GRIEVANCE PROCEDURE

- A. Purpose. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.
- B. Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- C. Timely Action. Commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.
- D. Grievances shall be processed according to the following procedure:
- Step 1. An employee, who believes that any provision of this agreement has not been applied or interpreted properly, may discuss his complaint with the Chief of Police, with or without the presence of his steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point.
- Step 2. If the matter is not satisfactorily settled by such a discussion, the aggrieved employee shall report such grievance to his steward as soon as possible, in writing, but in any case within five (5) days of the event giving rise to the grievance. Such report shall be in writing and shall be dated and signed by the aggrieved employee, setting forth the facts of the grievance, the date of the matter complained of, the names of the employee(s) involved, the provisions of the agreement alleged to have been violated, the circumstances surrounding the grievance, and the remedy desired.

The steward shall then discuss such grievance with the Chief of Police in an attempt to resolve the grievance within five (5) working days, excluding Saturday, Sunday and holidays, of

receipt of the grievance by the steward. A decision in writing must be rendered by the Chief of Police to the Union within five (5) normal work days after said discussion with a copy of said decision going to the employee and the steward.

Step 3. If the grievance is not satisfactorily settled after the meeting with the Chief of Police, the Union shall have the right to appeal to the City Administrator. The representative of the Union shall meet with the City Administrator, or his designee, within eight (8) working days of the presentation of the appeal. The City Administrator's answer shall be filed within five (5) normal workdays after the meeting.

Step 4. If an answer of the City Administrator is unsatisfactory to the Union, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the Federal Mediation and Conciliation Service shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

- E. Cost of Arbitrator. If a grievance is submitted to an arbitrator by the Union under Step 4, the City and the Union shall each pay one-half (1/2) of the arbitrator's fee.
- F. Power of Arbitrator. An arbitrator shall have no power to add to, or to subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.
- G. Time Limitations. All appeals under this Section must be made within five (5) working days after the decision at the previous step has been made and sent to the Union, except appeals to arbitration in accordance with Step 4, in which cases the appeal time limit shall be thirty (30) calendar days. If no appeal is taken within the time limit, the last decision of the City shall be deemed to be acceptable to the Union. If an answer to a grievance is not rendered by the City within the prescribed time limit, the Union may appeal the grievance to the next step of the grievance procedure. All time limits may be waived by written mutual agreement.

- H. Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. The original of the form is to be used in filing a grievance. One (1) copy of the form is to be the property of the employee filing the grievance.

- I. Individual Grievance. Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the steward or Union officers; provided, however, that the Employer has given to the steward or Union officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Union.

ARTICLE 9 - EMPLOYEE RIGHTS, DISCHARGE AND DISCIPLINE

- A. Employees accused of violating criminal codes or ordinances shall be entitled to their full rights under the Federal and State Constitutions.

- B. Whenever a member is subjected to interrogation for any reason, which could lead to disciplinary action, demotion, dismissal, transfer or criminal actions or charges, such interrogation shall be conducted under the following conditions:
 - 1. they shall be notified in writing.
 - 2. they shall be provided with the complaint or charges in writing.

- C. When it is determined that disciplinary action and/or termination for any reason be taken:
 - 1. the employee shall be provided with written reasons therefor and given the opportunity to respond.
 - 2. the employee may be represented by the Union.
 - 3. the employee shall have a right to a hearing on such charges at a chief's hearing.

- D. When a hearing is held, an employee shall be provided with all of the following and including copies of the appropriate documents listed in Sections B & C above:
 - 1. receive reasonable notice of the hearing.

2. have the right to cross-examine and present witnesses.
3. a written finding.

E. When it is required or requested that an employee make any statement that is subject to any department investigation, that statement shall be in conformance with the principles of Garrity v New Jersey, 385 U.S. 493 (1967) and Spevak v Klein, 385 U.S. 551 (1956).

The above procedures are based on principles of rudimentary due process as set forth in Sponick v Detroit Police Department, 49 Mich App 162 (1973) and Cusad v City of Jackson, 79 Mich App 573 (1977).

F. Discharge and Discipline

1. Notice of Discharge or Discipline. Before any disciplinary action is taken against a member, he shall be given an opportunity to state his position and offer any evidence immediately available to his superior officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within twenty-four (24) hours of the invocation of such discipline or discharge, except as specifically excepted herein.
2. Charges and Specifications. The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the Commanding Officer invoking the action and copies shall be furnished, if the employee wishes, to the steward and the member against whom the charges are brought.
3. Specific Sections. Such charges and specifications shall cite the specific sections of rules and regulations and/or appropriate law ordinance, which the member is alleged to have violated.
4. Past Infractions. In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of City or Departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge.
5. Oral Reprimand. The procedure as outlined above shall be applicable in all disciplinary proceedings except for oral reprimands, which are exempt from the provisions of this Agreement.

6. **Re-Assignments Pending Investigation.** Employees re-assigned from regular assignments because of investigations relating to that employee, must be so directed in writing specifically drawn up explaining the re-assignments and when the assignment will be terminated. This re-assignment will not exceed thirty (30) calendar days. Re-assignments may not be used as a disciplinary action.
7. **Suspension Pending Investigation.** In the event a member is suspended pending investigation, for any reason, and as a result of the investigation he is exonerated of the charges causing the suspension, he shall be compensated for all back wages lost due to the suspension. Such wages shall be based on regular pay hours and not to include overtime. During such suspensions, all benefits will continue. In the event any employee is suspended, said suspension shall not exceed thirty (30) calendar days, unless extended. If the member is terminated, vacation and sick time during a period of suspension will not accrue to the member's financial benefit.

ARTICLE 10 - LAYOFF AND RECALL

Layoff shall mean the separation of the employee from the active work force for economic reasons.

If and when it becomes necessary to reduce the number of employees in the work force, employees shall be laid off on the basis of seniority and on the basis of the remaining employee's ability to perform remaining work as determined by the Chief of Police after having met with bargaining unit representatives.

An employee subject to layoff, who so requests, may in lieu of layoff, be demoted to a lower rank within the department, provided, however, that he/she has greater seniority than the employee whom he/she is to replace. Employees, who elect to accept a demotion within the bargaining unit, will be demoted only to a position for which he/she is qualified, as determined by the Chief after having met with representatives from the bargaining unit.

Employees who have been laid off and who, within five (5) days after notice by certified mail to their last known address, fail to respond as directed or who decline recall shall be presumed to have resigned and their names shall be removed from the seniority list.

Seniority as it is used to determined layoff and recall, shall be determined first, by rank and second, by time in rank. Otherwise, seniority is defined as length of service with the Milan Police Department.

ARTICLE 11 - TRANSFERS, VACANCIES, AND PROMOTIONS

- A. Transfer of Employees. If an employee is transferred to a position under the employer not included in the Department and is thereafter transferred again to a position with the Department, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances, shall retain all rights accrued for the purpose of any benefits provided for in this Agreement with the exception of the privilege of promotion. Concerning promotions, this transferred employee is treated as a new employee and must begin his "seniority" for promotions from date of transfer, unless his absence was for less than one (1) year and in that event no seniority would be lost except for the actual period of absence.
- B. Vacancy or New Position. In the event of a vacancy or a newly created position, employees in the same classification may transfer on the basis of seniority and qualifications. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in the Police Department at least seven (7) calendar days prior to filling such vacancy or newly created position. Only those that are qualified for the vacancies or new positions shall be considered eligible.
- C. Promotional Procedure. Qualified employees will be given first consideration in all opportunities for advancement within the Department. Final promotional determinations shall be the responsibility of the Chief of Police, subject to the approval of the Mayor and/or City Administrator.

ARTICLE 12 - COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of straight-time wages the employee would otherwise have earned at his regular rate of pay; less any unemployment compensation benefits he received.

ARTICLE 13 - VETERANS

- A. Veterans of the Armed Forces of the United States shall be entitled to all the rights provided them under the laws of the United States and the State of Michigan.

- B. Employees who are in some branch of the Armed Forces Reserve or in the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the employer may extend this limit in proper cases.

ARTICLE 14 - SICK LEAVE

- A. Number of Days. Each employee of the unit shall accumulate sick leave, with pay, at the rate of eight (8) hours for each month of completed service from time of employment, provided, however, that an employee shall not be eligible to receive pay for sick time until completion of twelve (12) months of continuous service with the City.

- B. Accumulation. Unused sick leave may be accumulated up to a maximum of one thousand two hundred eighty (1280) hours, which are compensable at the time of death or retirement as provided under Item C, below.

- C. Compensation of Unused Sick Leave Upon Death or Retirement. An employee who dies before retirement shall be compensated at the rate of one hundred percent (100%) of the balance then standing to his credit in his sick leave bank. In the event of the employee's retirement from the City, the employee upon retirement, shall be paid for his unused sick leave credits at the time of retirement up to a maximum of six hundred forth (640) hours.

- D. Use of Sick Leave to Supplement Workers' Compensation Benefits: Employees may utilize sick leave to supplement workers' compensation benefits received at a rate not to exceed one hundred percent (100%) of the employees regular current rate of pay.

- E. Legal Holidays, etc. Employees absent from work on legal holidays, during sick leave, during vacation, while on Workers' Compensation, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed subject to the maximum limitation herein provided.
- F. Contagious Diseases. An employee eligible for sick leave pay may use such sick leave upon approval of the supervisor for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family, which is limited to husbands, wives, children and parents.
- G. Partial Days. Sick leave absences for a part of a day shall be charged proportionally in an hour for hour basis rounded to the nearest one-half (1/2) hour.
- H. When an employee finds it necessary to be absent for sickness, he should cause the facts to be reported to the Chief of Police or his designee, on the first working day of absence and shall regularly report, unless hospitalized, during each work day thereafter. Sick leave shall not be granted unless the report has been made. Employees reporting sick may be visited by some designated superior officer at the discretion of the supervisor for the purpose of determining the seriousness of the employee's illness and rendering any assistance necessary for the welfare of the employee and his family.
- I. Physician's Statement. When sick leave exceeds three (3) working days, a physician's statement may be required attesting to the employee's ability to return to work. The Chief may require a doctor's certificate verifying the illness; provided, however, the Chief has reasonable suspicion to believe an employee is malingering.
- J. Unused Sick Leave Pay: Employees who have reached the maximum accumulation of Sick Leave (1280) shall be paid out annually, on the first payday in December, as part of his/her compensation, one-half (1/2) of unused sick leave in excess of the maximum accumulation and the remaining one-half (1/2) of unused sick leave in excess of the maximum accumulation shall be lost.

ARTICLE 15 - WORK SCHEDULE AND OVERTIME

- A. The regular work schedule shall consist of forty (40) hours per week. It is recognized by the Union that scheduling and method of scheduling work is a management's right. It is recognized by the City that such scheduling must not be arbitrary or capricious.
- B. Overtime. Any time worked in excess of eighty (80) hours per two-week pay period shall be considered overtime. Such overtime shall be equalized on a monthly basis among permanent employees, when such personnel are available. Employees shall be compensated for overtime by payment at time and one-half (1-1/2), which may be received in cash or in compensatory time off, as requested by the employee.
1. Beginning in the contract year 2000-2001, an employee may accumulate up to a maximum of two hundred and forty hours (240) of compensatory time. Employees may not accumulate over two hundred and forty (240) hours during the year. Upon signing of this agreement any hours above the 240 maximum hour accumulation will be paid to the employee at the current rate of pay at the next regular pay period.
 2. Beginning in the contract year 2001-2002, an employee may accumulate up to a maximum of one hundred and sixty hours (160) of compensatory time. Employees shall not accumulate over one hundred and sixty hours (160) of compensatory time.
 3. Beginning in the contract year 2002-2003 and forward, an employee may accumulate up to a maximum of eighty hours (80) of compensatory time. Employees shall not accumulate over eighty hours (80) of compensatory time.

The Chief or his designee will be the determining authority on the necessity for overtime.

- C. Court Time. Any employee who is required to appear in court on his day off will be paid at the rate of time and one-half (1-1/2) of his regular hourly rate. Such employees shall be guaranteed a minimum of two- (2) hour's show-up time.
- D. Shift Schedule. The work shift schedule shall be approved by the Chief on a monthly basis. For scheduling purposes, "monthly" shall mean twenty-eight (28) days.

- E. Leave Days. Leave days shall not be changed, switched, or rescheduled to avoid paying time and one-half (1-1/2) except by mutual agreement between the parties.
- F. Call-Back. If an employee is called back to work on any shift, he will be compensated for a minimum of two (2) hours overtime unless such callback shall extend past two (2) hours, in which case, he shall be paid overtime for hours or portions thereof actually worked.
- G. Computation of Benefits. Any compensable day shall be considered a day worked for the purpose of computing benefits under this Agreement.

ARTICLE 16 - LEAVE OF ABSENCE

- A. Education Benefit. In keeping with the City's policy of encouraging the improvement of professionalism of its police personnel, the City shall provide to employees the opportunity to take courses at an accredited college or university or community college of the employee's choice by:
 - 1. Arrangements of work schedule so that the employee may attend school.
 - 2. Paying for tuition and required textbooks for three (3) courses per semester or term as hereinafter set forth.
 - a. Probationary employees will be reimbursed upon completion of their probation.
 - b. Courses reimbursed must have begun after the employment date.
 - 3. Allowing the employee to select courses that are both advantageous to the City and the employee.

Courses shall be taken on the employee's off duty time; provided, however, those courses may be taken during duty hours with the approval of the Chief or his designated representative. Hours lost under these circumstances shall be made up by the employee, or, on the agreement of the employee and the Chief, or his designated representative, be deducted from the employee's accrued vacation time or accrued compensatory time.

The employee shall advance the cost of all tuition and required textbooks and shall be reimbursed by the City upon the satisfactory completion of each course, and upon presentation of satisfactory evidence that such costs have been paid by the employee.

The total amount, which shall be reimbursed to any employee, shall not exceed \$1,200.00 in any fiscal year, and such payment must be approved by the Chief of Police as reasonable and justified.

Satisfactory completion shall require a "C" or better in undergraduate work and a "B" or better in graduate work. Evidence of satisfactory completion is required in those courses where grades are not awarded.

- B. Personal Reasons. The Chief with approval of the City Administrator may authorize an employee to be absent without pay for personal reasons for a period not to exceed ten (10) working days in any calendar year.
- C. Special Leave. The Chief, in consultation with the City Administrator, may authorize special leave of absence with or without pay for any period or periods for the following purposes:
 - 1. Attendance at college, university, or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City service.
 - 2. Urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, running for a public or Union elective position, and for purposes other than the above that are deemed beneficial to the City service.
- D. Election to Position. A permanent employee who has been elected or appointed to a public or Union position will be granted a leave of absence without pay for a period not to exceed two (2) years, if such leave would not interfere with the efficient operation of the Department.
- E. Physical or Mental Illness. If a permanent employee is off for an extended period of time due to a physical or mental illness, the employee will be granted, at his request, a leave of absence without pay not to exceed two (2) years.
- F. Leave for Union Business. One (1) member of the Union selected to attend a function of the

Union, such as a convention or educational conference, shall be allowed three (3) days off with pay per year. The Local Union shall submit request for leave for Union business to the Chief and the City Administrator at least thirty (30) days prior to such leave.

- G. **Funeral Leave.** Permanent employees shall be allowed three (3) working days as funeral leave days with pay not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, blood-related aunt or uncle, or a member of the employee's household. If more than three (3) days are needed, the Chief may grant up to five (5) days with pay. In order to receive paid funeral leave in accordance with this section, the employee must attend the funeral or related services.
- H. **Personal Leave Days.** All employees shall be granted six (6) personal leave days per fiscal year with pay for personal reasons. The use of personal leave must be requested at least twenty-four (24) hours in advance.

ARTICLE 17 - COMPENSATION OF HOLIDAYS

Members of this bargaining unit shall receive the paid holidays listed below. Members of this bargaining unit are not normally scheduled to work on holidays; however, when they are required to work on any of such holidays, they shall receive no premium for such work but shall receive equivalent straight time off at another time:

New Year's Day	Thanksgiving Day
President's Day	Christmas Eve Day
Memorial Day	Christmas Day
Veteran's Day	New Year's Eve Day
Labor Day	July 4th
Two (2) Floating Holidays	Columbus Day

ARTICLE 18 - VACATION LEAVE

Vacation shall be accrued and granted as follows:

A. **Rate of Accumulation.** Employees shall be allowed vacation leave with pay in accordance with the following schedule. An employee shall not be allowed to take vacation until completion of his probationary period

B. **Length of Service.** Employees shall be entitled to the following annual vacation leave:

<u>Years of Continuous Service Completed</u>	<u>Working Hours of Vacation</u>
0 to less than 5 years	96 hours
5 to less than 10 years	120 hours
10 to less than 15 years	160 hours
15 or more years	160 hours plus eight additional hours for every year over 15 to a maximum of 200 hours.

C. **Sickness or Injury.** Absence on account of sickness, injury or disability in excess of that hereinbefore authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against the employee's vacation leave allowable.

D. **Records.** The Chief shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees, in accordance with operating requirements and, insofar as possible, with the written request of the employees. The official records for vacation and sick leave are in the City Administrator's office.

E. **Accrual of Vacation Leave.** Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue at any one time, more than twice the amount of annual vacation to which he is entitled. Employees may accrue and bank vacation hours within the limits described below. If the amount of accrued vacation exceeds twice the amount of the

annual vacation to which the person is entitled, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss. The City Administrator may grant an extension of this requirement, for a period not to exceed two (2) years.

1. Beginning in the contract year 2000-2001, in no case shall an employee be allowed to accrue at any one time, more than twice the amount of annual vacation to which he is entitled.
2. Beginning in the contract year 2001-2002, in no case shall an employee be allowed to accrue at any one time, more than three hundred and sixty hours (360).
3. Beginning in the contract year 2002-2003, in no case shall an employee be allowed to accrue at any one time, more than three hundred and twenty hours (320).
4. Beginning in the contract year 2003-2004 and forward, in no case shall an employee be allowed to accrue at any one time, more than two hundred and forty hours (240).

The Chief shall schedule vacations at his discretion in accordance with seniority.

- F. Separation from City Service. Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.
- G. Vacation Call Back. In the event an employee is called back to work from his scheduled vacation, he will be compensated by returning to the employee, one (1) vacation day for one workday, those vacation days lost due to the callback.

ARTICLE 19 - PAY ADVANCE

If a regular payday falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Clerk/Treasurer's office for his check two (2) weeks before leaving, if he desires to receive it in advance.

ARTICLE 20 - BULLETIN BOARDS

The Employer will provide bulletin boards in the Police Building, which may be used by the Union for posting notices, including, but not limited to, notices of the following types:

- A. Notice of recreational and social events

- B. Notices of elections
- C. Notices of results of elections
- D. Notices of meetings
- E. Miscellaneous items placed on the board by employees, such as "for sale" notices

ARTICLE 21 - TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are absent will be granted to the senior qualified employee for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 22 - TRAINING ASSIGNMENTS

Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made by the Chief of Police who shall consider the expressed interest in such training by the employees. The employee being trained will continue to receive his current rate of pay.

ARTICLE 23 - JURY DUTY

An employee who serves on jury duty will be paid the difference between the pay for jury duty and his regular pay.

ARTICLE 24 - HEALTH AND SAFETY

- A. The City of Milan shall take all reasonable precautions to equip and maintain all patrol vehicles, as well as the building housing the Police Department, and to provide reasonably safe and healthy working conditions for the Union membership.
- B. Security cages of a type approved by the Chief of Police will be installed in all patrol vehicles. As patrol cars are replaced, they shall be equipped with factory-installed air conditioning units.
- C. Grievances involving issues of health or safety may be submitted directly to the Chief of Police who shall respond to the grievance in writing within three (3) working days and may be appealed to the City Administrator who shall respond to the grievance in writing within three (3) working

days. Appeals from the decision of the City Administrator shall be in accordance with Step 5 of the Grievance Procedure.

- D. Whenever a police officer has been involved in an incident resulting in incapacitating injury or death, the officer shall be provided by the City with the assistance of a psychologist or psychiatrist as soon as possible. The officer's supervisor shall remain with the officer rendering whatever personal assistance he can until other assistance is available.
- E. The union agrees to comply with the City of Milan, Drug, and Alcohol Policy and Procedures, as adopted and amended by the City Council as of April 1, 1997.

ARTICLE 25 - INSURANCE

- A. Full-time permanent employees covered by this Agreement shall be covered in the insurance programs of the City of Milan. Current insurance plans are listed below. The City of Milan reserves the right to self-insure or to change carriers with respect to all of the plans, except medical (health) insurance, subject to the provision that insurance benefits shall remain equivalent to, or better than, the current coverage, and the City shall provide the Union with sixty (60) days notice of such change, if possible. In the event the City would like to change medical insurance carriers, it shall notify the Union to negotiate a new carrier.
- B. Hospitalization, Medical and Surgical. Employees shall be covered by the City of Milan's insurance plan. An employee may elect to take this hospitalization insurance after thirty (30) days' employment, provided that such coverage shall terminate in the event that the employee does not acquire permanent employee status. An employee may also elect to take this hospitalization plan at the yearly-reopening period, which generally occurs for a two-week period in May, taking effect July 1. The City of Milan will assume the full cost for his hospitalization premium, including that premium portion that is for his spouse and children under nineteen (19) years of age; but shall exclude special dependent coverage such as, for example: a parent, mother-in-law, or a child over nineteen (19) years of age. Members of this bargaining unit who are eligible for health insurance coverage provided by the City may elect to waive health

insurance and not be covered. Such employees who waived insurance and were not covered during the prior contract shall receive a payment from the City, in June, of an amount which is fifty percent (50%), or the prorated portion thereof as described below, of the cost of the plan the employee would have been eligible to receive, if they had not opted out of City provided coverage: Provided that this amount shall be prorated monthly (i.e., 8.33% of the 50% for each eligible month) for each full month the eligible employee chose not to be covered by the City provided health insurance in the preceding contract year.

The City of Milan shall pay all increases in health insurance premiums that are effective prior to July 1, 1996. Effective July 1, 1996, to the extent that health insurance premiums are increased to levels that exceed those of the base year, the City shall pay two-thirds and the employee shall pay one-third of such excess. The base year premiums shall be the higher of those, which were first effective in fiscal year 1994-95 or 1995-96.

- C. Dental. Employees shall be covered by the City's dental insurance plan. Such coverage shall be provided employees after they have achieved sixty (60) days of employment and shall terminate in the event that the employee does not acquire permanent employee status.
- D. Life Insurance and Accidental Death and Dismemberment Benefit, Weekly Indemnity Benefit. Employees shall be covered by the City of Milan's Group Insurance Plan, which provides \$50,000 of group life insurance coverage and accidental death and dismemberment benefit as well as a weekly indemnity benefit.
- E. Employee Liability. Employees shall be included in the Employee Liability Coverage provided by the City of Milan.
- F. Optical. Employees shall be covered by the City of Milan's optical insurance plan. In addition, members shall receive an optical benefit of job related damage replacement of eyeglasses and an examination and refraction within six months of damage.

- G. Workers' Compensation Insurance. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job and sickness claims when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees.
- H. Disability Income Insurance. Employees will be covered by the City of Milan's long-term disability income protection insurance plan.

ARTICLE 26 - PAY PERIOD

All employees covered by the Agreement shall be paid, in full, bi-weekly. Not more than seven (7) days from Sunday to Sunday shall be withheld from a regular employee. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of the individual employees or Union representatives.

ARTICLE 27 - CREDIT UNIONS

The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the Huron River Area Credit Union, not less frequently than monthly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he does not wish the Employer to continue making such deductions.

ARTICLE 28 - ANNUAL WAGE RATES

Annual wage rates for employees shall be as stated in Schedule A which is attached hereto, is incorporated herein, and is hereby made a part hereof. In the event that the Department is reorganized the City shall not be obligated to continue employing all categories of employees merely because such categories are listed in Schedule A.

ARTICLE 29 - UNIFORM ALLOWANCE

- A. Members of this bargaining unit who are required to wear uniforms shall receive four hundred fifty dollars (\$450.00) per year for their uniform replacement allowance, which will be paid annually on the first payday in July. Beginning 07-1-2001, bargaining unit members who are required to wear uniforms shall receive on account, and not paid directly, the amount of five

hundred and fifty dollars (\$550) per year for uniform replacement allowance. Purchases may be made at approved vendors for uniforms and related equipment replacement. Employees may only purchase from approved vendors and must keep within the limits of their account. No amount will be carried over from one fiscal year to the next.

- B. The annual uniform cleaning allowance is three hundred fifty dollars (\$350.00) per year, payable directly on a semi-annual basis. Shoe replacement is included as part of the uniform replacement allowance.
- C. Not included in the uniform replacement allowance is complete replacement of uniforms that become damaged beyond repair in the performance of duty. In such an event, the officer may request of the City Administrator, through proper channels, the replacement of the uniform.

ARTICLE 30 - PENSIONS

- A. Regular, full-time employees shall be covered by the Michigan Municipal Employees Retirement System. Except as provided in Section C. below, there shall be no employee contribution required with all costs borne by the City. For all full-time employees who were hired prior to signing this agreement and who are covered by this agreement, the Basic Benefit Program B-4 with the F50/25 years rider, the F.A.C. 3 rider and the E-2 rider. Beginning 01-01-2001, the RS50 rider will be added to the benefit program, but the entire cost of the benefit will be paid for by the employee. The annual cost (for two bargaining unit members is \$2,426) to provide the RS50 rider will be shared equally between the bargaining unit members that are receiving the benefit by means of biweekly payroll deduction. For those full-time employees covered by the agreement, but hired after the signing of the agreement, the provisions of Section C. below shall apply.
- B. Employees who retire and are eligible to draw payment from retirement benefits shall be eligible for health insurance coverage under the City's health insurance plan. The City shall pay seventy five percent (75%) of the retirees cost for single coverage and the retired employees shall be responsible for twenty five percent (25%) of the coverage cost for health insurance and one

hundred percent (100%) of the cost for health insurance coverage of any spouse and/or dependent. Effective January 1, 2001 the City shall pay one hundred percent (100%) of an eligible retiree's cost for single premium health insurance coverage. This coverage will only be available to the retiree if they are not eligible for health insurance coverage through another employer after City retirement, or eligible for health insurance coverage through their spouse. The retiree must provide annual certification to the City that they are not eligible for other health insurance coverage. If the retiree becomes ineligible for other coverage at any time they may return to the City plan at the next open enrollment period. All costs for spousal and dependent coverage will continue to be paid by the retiree if that coverage is desired.

- C. All employees hired after the signing of this agreement shall be enrolled in a MERS defined contribution plan with a required employee contribution of a minimum of three percent (3%) of the employees annual wages and the City shall match the employee contribution up to a maximum of five percent (5%) of the employees annual wages. New employees under the defined contribution plan will vest after five years of service.

D. Post Retirement Medical Savings Plan (MSP)

The City will establish a Medical Savings Plan as a savings vehicle for funding retiree health and medical expenses. The plan allows employees to accumulate assets to pay for qualified medical expenses in retirement on a tax-free basis. Each full-time employee will annually, on a date(s) determined by the City, be required to contribute forty hours (40) of accrued vacation or compensatory time to the MSP. An employee may contribute a maximum contribution of one hundred and twenty hours (120) during any fiscal year. The City will match the monetary value of the employee's annual contribution. The City's contribution to the plan will be used to pay for future retiree health insurance premiums as specified in the collective bargaining agreement. In the event that an employee does not have a total of forty hours (40) of accrued time to contribute to the MSP, the employee shall be required to contribute all the vacation and compensatory hours they have available on the date determined by the City. A complete description of the MSP is available at the Clerk/Treasurer's Office.

ARTICLE 31 - LONGEVITY PAY

After five (5) years of continued service - 3% of base salary.

After ten (10) years of continued service - 4% of base salary.

After fifteen (15) years of continued service - 5% of base salary.

The Employer will pay the above amounts no later than the first (1st) pay date in December of each year.

ARTICLE 32 - EMERGENCIES

Periods of emergency shall be civil disorders, natural disasters, or any other situation of similar nature. During the periods of emergency, the City shall provide meals for its employees.

ARTICLE 33 - RESIDENCY

Employees of the Milan Police Department, City of Milan, are required to reside within a twenty (20) mile radius of the Milan Police Department headquarters. A reasonable amount of time for re-location shall be allowed when necessary.

ARTICLE 34 - SEPARABILITY AND SAVING CLAUSE

If any article or section of this contract, or any riders (attachments, memorandums or memorandums of understanding), thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending of a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained; shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 35 - MAINTENANCE OF CONDITIONS

Wages, hours, and other terms and conditions of employment, not modified by this Agreement, and properly in effect, shall remain in full force and effect for the duration of this Agreement; unless changed by mutual written agreement of the parties.

ARTICLE 36 - EXTENT OF AGREEMENT

The parties agree that this Agreement constitutes the entire Agreement between them relative to wages, hours, and other terms and conditions of employment. The Union and the City, for the life of this Agreement, unqualifiedly waive the right to further collective bargaining with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Continued on next page

ARTICLE 37 - DURATION

This Agreement shall be in full force and effect from July 1, 2000 until 11:59 p.m. June 30, 2004.

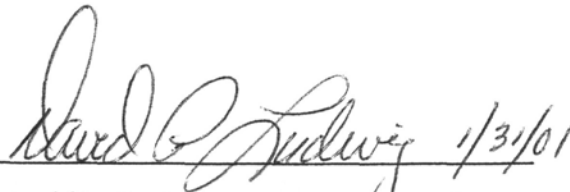
In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters and non-economic items by June 30, 2000, this Agreement shall remain in full force and effect until the issues are resolved by negotiations, mediation, or Act 312 arbitration or until either party gives thirty (30) days written notice to the other that the Agreement is terminated.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below.

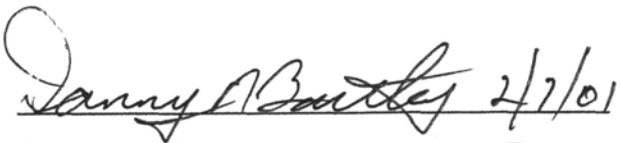
City of Milan

Milan Police Command Unit,

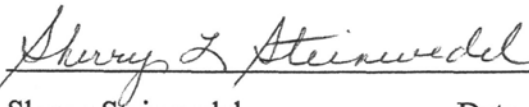
Police Officers Labor Council



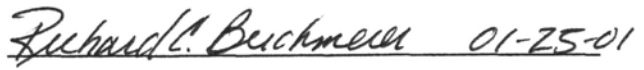
David P. Ludwig Date
Mayor



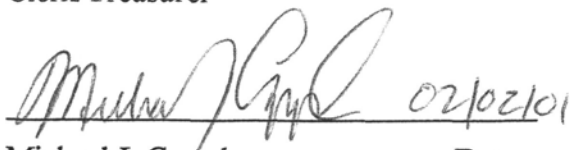
Danny Bartley Date
POLC Representative



Sherry Steinwedel Date
Clerk/Treasurer



Richard Birchmeier Date
Union Steward



Michael J. Czymbor Date
City Administrator

SCHEDULE A

PAY RATES

Pay rates for Police Sergeants during fiscal years 2000-2001 thru 2003-2004 is as follows:

		<u>07/01/2000</u>		
Police Sergeant		Start	\$40,635 19.54/hr	
	+4%	After 1 year as Sergeant	\$43,930	
		After 3 years as Sergeant	\$45,028 21.65/hr	
			<u>07/01/2001</u>	
		Start	\$41,854 20.12	
	+3%	After 1 year as Sergeant	\$45,247 21.75	
		After 3 years as Sergeant	\$46,379 22.30/hr	
			<u>07/01/2002</u>	
		Start	\$43,110	
+3%	After 1 year as Sergeant	\$46,605		
	After 3 years as Sergeant	\$47,770 22.97/hr		
		<u>07/01/2003</u>		
	Start	\$44,403		
+3%	After 1 year as Sergeant	\$48,003		
	After 3 years as Sergeant	\$49,203 23.66/hr		