

1299

6/30/92

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE

AND

LIEUTENANTS AND SERGEANTS ASSOCIATION
FRATERNAL ORDER OF POLICE

AND

CITY OF FRASER

JULY 1, 1989 THROUGH JUNE 30, 1992

Fraser City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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COLLECTIVE BARGAINING AGREEMENT

This Agreement, entered into this day of 1989, between the CITY OF FRASER, hereinafter referred to as the EMPLOYER or CITY, and the LIEUTENANTS AND SERGEANTS of the CITY OF FRASER, DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as the EMPLOYEES or UNION. This Agreement is to supersede any and all previous agreements.

This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

A copy of this agreement shall be distributed by the City to each employee covered by this agreement.

ARTICLE I RECOGNITION

1.1 The employer recognizes the Lieutenants and Sergeants Association of the Fraser Public Safety Department, which is affiliated with the Labor Council Michigan Fraternal Order of Police, as the sole representative of its members covered by this agreement. The employer will negotiate with the Union on matters relating to rates of pay, wages, hours, fringe benefits, working conditions and other conditions of employment. The provisions of this agreement shall apply to all Lieutenants, Sergeants, the Fire Inspector, and the Fire Marshal in the Public Safety Department.

1.2 The employer will not interfere with, discourage, restrain or coerce any employee because of their membership in the Union or any lawful activities therein.

1.3 The Union recognizes its oath of office and will neither participate in or encourage any strikes, work stoppage, slow down or so called "blue flu" but will discharge its duties and responsibilities to the best of its ability, keeping foremost in mind its duty to serve the citizens of the CITY OF FRASER.

1.4 For the purpose of this agreement, "employee" refers to all Lieutenants, Sergeants, the Fire Inspector, and the Fire Marshal covered by this agreement; "employee/8 hour" refers to those employees working an eight (8) hour day, forty (40) hour week work schedule; also, "employee/24 hour" refers to those employees working a twenty-four (24) hour day, fifty-six (56) hour week work schedule.

ARTICLE II
REPRESENTATION

2.1 The employer will deduct from the Union members' wages the monthly dues owed to the Union and will forward the same to the Treasurer of the Union at the end of each month upon presentation of a signed payroll deduction authorization form by the employee.

2.2 Any and all Lieutenants and Sergeants and including the Fire Marshal and Fire Inspector shall be represented by the Union in all negotiations by a committee of the Union and the employer shall negotiate with those representatives as provided herein.

2.3 The President of the Union or his alternate shall be afforded reasonable time during working hours, without loss of pay, to discharge his responsibility, including negotiations with the City, processing of grievances and administration of this agreement. Provided, however, that the time and place and number of representatives attending these meetings shall be agreed upon in advance. All meetings must be requested in writing, not less than three (3) business days prior to the scheduled date.

2.4 The Union may be represented by any person or organization designated by the Union as its official representative.

2.5 Lieutenants and Sergeants, the Fire Marshal and Fire Inspector, who are not members of this Union at their date of promotion and have not made application for membership within thirty (30) days from that date, shall, as a condition of employment pay to the Union an amount equal to the Union's regular initiation fee and a weekly service charge in an amount equal to the weekly dues and assessments uniformly applied to the members as a contribution toward the administration of this agreement.

2.6 The President and his designated assistant shall be allowed one (1) day off, per year, for the purpose of Union Business Day/F.O.P. Convention. Said day off shall be with full pay and shall be taken at the discretion of the Union President.

ARTICLE III
PURPOSE AND INTENT

3.1 The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the City and the Union.

3.2 The parties mutually recognize that the responsibilities of both the employees and the employer to the public requires that

any disputes arising between them be adjusted and settled in an orderly manner without interruption of the service to the public as provided by law.

3.3 The Union further recognizes that essential public service here involved and the general health, welfare and safety of the community and agrees to encourage increased efficiency on the part of its members.

3.4 To these ends, the employer and the Union encourages to the fullest degree, friendly and cooperative relations between their respective representatives on all levels among all employees.

3.5 The parties hereto, have entered into this agreement pursuant to the authority of ACT 379 of the Public Acts of 1965, (MCLA 423.201-216) as amended to incorporate understandings previously reached and other matters into a formal agreement, without interruption of service to the public as provided by law.

ARTICLE IV
SENIORITY, APPOINTMENT, PROMOTION, DEMOTION
AND DISCIPLINARY ACTION

4.1 ACT 78, Public Acts of 1935, (MCLA 38.501 et seq.) as amended, shall provide all movements as they relate to appointment, promotion, demotion, disciplinary action and seniority.

4.2 A seniority list shall be furnished to the Union by the City once a year. This list shall include all employees of this bargaining unit. Seniority will start with rank, then if rank is equal to date of promotion; if rank and promotion dates are equal, then placement on promotional list determines seniority.

ARTICLE V
GRIEVANCE PROCEDURE

5.1 It is the intent of the parties hereto that this procedure shall serve as a peaceful means for the resolution of any disputes that may arise between them concerning the application and interpretation of this agreement. To that end, the informal resolution of grievance at the lowest level of supervision is encouraged.

5.2 A grievance shall not be considered to exist unless a complaint by an employee to his immediate supervisor, with or without the presence of the Union, has not been resolved.

STEP 1 VERBAL/IMMEDIATE SUPERVISOR

An employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of the Union. The parties shall make every effort to reach a satisfactory settlement at this point.

STEP 2 DIRECTOR/WRITTEN

If the grievance has not been settled, the Union shall submit to the Director, within fourteen (14) business days from the last answer or if no answer is received, from the date it was due. The Director of Public Safety shall discuss the grievance with the President or another representative of the Union and the aggrieved employee and render a written answer within fourteen (14) business days of receipt of the grievance.

STEP 3 CITY MANAGER

If the grievance has not been settled, the Union shall submit it to the City Manager, within fourteen (14) business days from the last answer or if no answer is received, from the date it was due. The City Manager shall discuss the grievance with the President or another representative of the Union and the aggrieved employee and render a written answer within fourteen (14) business days of receipt of the grievance.

- A) NON DISCIPLINE GRIEVANCES not satisfactorily adjusted between the employee, Union and the City Manager may be processed by the Union to Arbitration within fourteen (14) business days from the last answer or, if no answer is received, from the date it was due.

- B) DISCIPLINE GRIEVANCES not satisfactorily adjusted between the employee, Union and the City Manager may be processed by the Union, either to Arbitration or ACT 78 of the Civil Service Board but not both.

STEP 4 ARBITRATION

1) The party desiring arbitration shall notify the other party in writing of the request. If the Union and the City then are unable to agree upon an arbitrator, the party requesting arbitration shall refer the matter to the American Arbitration Association, M.E.R.C., or the Federal Mediation Conciliation Service, for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the appropriate agency.

2) The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the agreement

and he shall be without power and authority to make any decision contrary to or inconsistent with or modifying or varying, in any way, the terms of this agreement or applicable law.

3) The Arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence was not then known to the party submitting same.

4) There shall be no appeal from the Arbitrator's decision, if made in accordance with his jurisdiction and authority under this agreement. The Arbitrator's decision shall be final and binding on the City, on the employee or employees and on the Union.

5) In the event a case is appealed to the Arbitrator and he finds that he has not power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

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

Policy Grievances

5.4 Grievances common to a number of employees may be treated as a single grievance procedure.

5.5 The Union may be allowed reasonable time for the representation of an officer or officers who are aggrieved providing the officer or officers advise the shift commander.

Miscellaneous

5.6 Any grievance not appealed within fourteen (14) business days from one step of the grievance procedure to the next step will be considered withdrawn unless the time limits have been extended by mutual agreement.

5.7 No employee shall be required to make any oral statement concerning any alleged misconduct which could be a basis for criminal and/or formal charges, unless he has first been afforded the opportunity to have the President or another officer of the Union present. He shall have twenty-four (24) hours after making any oral statement to make any requested written statement. Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which may result in official entries being added to his personnel file.

ARTICLE VI
SEPARABILITY CLAUSE

6.1 In the event that any provisions of this agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. In such an event, the parties of this agreement shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE VII
MANAGEMENT RIGHTS/WORK SCHEDULES

7.1 The Union recognizes that the City retains the sole right to manage its business including the right to decide the number and location of departments and divisions, the type of equipment, the service and scheduling of services to maintain order and efficiency in its departments and divisions, to hire, lay off, assign, transfer, promote employees and to determine the reasonable quitting time and starting time, subject only to such regulations, restrictions and provisions governing the exercising of these rights as are provided in this agreement, State laws and rules and regulations of the ACT 78 Police and Fire Civil Service Commission.

7.2 Wages, hours and conditions of employment legally in effect at the execution of this agreement will herein be maintained during the term of this agreement. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this agreement either contrary to the provisions of this agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement. This agreement shall supersede any rules and regulations governing the Department of Public Safety, except rules and regulations of ACT 78 Police and Fire Civil Service Commission. This agreement shall supersede any rules and regulations governing the Fire Section except rules and regulations of ACT 78 and ACT 125 as amended (for "employee/24 hour").

7.3 The Union may, with approval of the Director of Public Safety, conduct meetings using the employer's facilities. Presumption of authority for special meetings is not granted except as noted by prior approval.

7.4 The work schedule for "employee/24 hour" shall be prescribed by ACT 125, Public Acts of 1925, as amended by ACT 115, Public Acts of 1965, as amended and shall average fifty-six (56) hours per week. For the purpose of this agreement, a day shall constitute twenty-four (24) consecutive hours of duty and a schedule shall constitute twenty-seven (27) consecutive days. All schedules shall be posted fourteen (14) days prior to implementation. Once a schedule goes into effect, no changes shall be made in that schedule except in cases of permanent injury or prolonged illness; then the affected members work schedule can be changed when he is given six (6) full days notice of the schedule changes.

7.5 In the event said acts are modified or amended during the term of this agreement, the provisions of this agreement relating to said modifications and/or amendments shall be a subject of negotiations between the parties and changes subject to these modifications and/or amendments may be made by mutual agreement of both parties.

7.6 All schedules for eight (8) hour employees shall be posted seven (7) days prior to implementation. Once schedule goes into effect, no changes shall be made in that schedule, except in cases of duty-incurred injury or prolonged illness. Then the member's work schedule can be changed only when the affected member is given a minimum of twenty-four (24) hour notice of the scheduled change. A prolonged illness for an eight (8) hour employee shall be defined as one which exceeds five (5) consecutive days.

ARTICLE VIII ADMINISTRATIVE OBLIGATION

8.1 This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

ARTICLE IX REOPENING OF CONTRACT

9.1 It is hereby agreed by the City and the Union that any and all terms of this contract shall be opened for additions or omissions at any time before its expiration upon agreement of both parties.

ARTICLE X
DURATION OF CONTRACT

10.1 This agreement shall become effective on July 1, 1989 and shall remain in force and effect to and including June 30, 1992.

10.2 In the event that negotiations extend beyond the expiration date of this agreement, the terms and provisions of this agreement shall remain in force and effect, pending agreement upon a new contract which new new contract shall be retroactive to the expiration date of this agreement.

ARTICLE XI
WAGES

11.1 The following salary schedule shall be in effect from July 1, 1989 to June 30, 1992:

	07-01-89*
Fire Sergeant	\$38,240
Public Safety Sergeant (1st 24 Months)	\$36,944
Public Safety Sergeant (After 24 Months)	\$38,791
Fire Inspector	\$41,299
Fire Marshal	\$42,670
Public Safety Lieutenant	\$42,670

*Rates include new spread of ranks; salary figures for 7-1-89 to 6-30-92 are pending settlement of Fraser Public Safety Officers Association Labor Agreement.

11.2 For the purpose of this agreement, it is understood that these salary schedules are based on 2,912 hours at straight time for "employee/24 hour" and 2,080 hours at straight time for "employee/8 hour". In order to comply with ACT 604 of the Public Acts of 1978, employees working an average of fifty-six (56) hours work week will be paid the first fifty-three (53) hours at straight time and the last three (3) hours at time and one-half.

11.3 In the event that the salary of the Public Safety Officer is increased at any time during the course of this agreement, then:

the salary of a Public Safety Sergeant with less than 24 months in grade will be ten percent (10%) above that of a Public Safety Officer; and

the salary of a Public Safety Sergeant with more than 24 months in grade will be five percent (5%) above that of a Public Safety Sergeant with less than 24 months in grade; and

the salary of a Public Safety Lieutenant will be ten percent (10%) above that of a Public Safety Sergeant with more than 24 months in grade.

11.4 The Fire Sergeants (PSEUDO P.S.O.) salary shall be based on the percentile difference between their salary and that of a Public Safety Sergeant (with more than 24 months in grade) as established in this agreement with the percentile carried out to 1/1000th of a percent. The Fire Inspector's (PSEUDO P.S.O.) salary shall be eight percent (8%) above that of the rank of Fire Sergeant. The Fire Marshal's (PSEUDO P.S.O.) salary shall be the same as Public Safety Lieutenant.

11.5 Any employee covered by this agreement, temporarily assigned to a higher rank, shall receive the full rate of pay of that higher rank, after he has been thus assigned for an accumulative total of forty (40) hours during a twelve (12) month period, commencing July 1 of each year. For the first forty (40) hours the employee shall receive the starting rate of pay of the higher rank.

11.6 A reasonable number of command/supervisory personnel shall be on duty at all times to ensure the safety of the men.

ARTICLE XII HOLIDAYS

12.1 Paid Holidays shall be as follows:

- | | |
|--------------------------|--------------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Washington's Birthday | 9. Veteran's Day |
| 3. Easter Sunday | 10. Thanksgiving Day |
| 4. Memorial Day | 11. Friday after
Thanksgiving Day |
| 5. Date of Hire | 12. Christmas Day |
| 6. Fourth of July | 13. Employee's
Birthday |
| 7. Labor Day | |

12.2 Any "employee/8 hour" not working on a holiday will receive eight (8) hours pay for that day. Any "employee/24 hour" not working on a holiday will receive 11.2 hours pay for that day, the equivalent of one-fifth (1/5) of one (1) week's pay.

12.3 Any employee that works on the holiday will receive the holiday pay in addition to the regular day's pay.

12.4 There will be no transfer of holiday time to the vacation bank. The employee shall receive pay for any holiday time not taken as furlough during the course of the year.

12.5 Holidays to be paid on the first pay in July and on the first pay in December at the officer's current rate of pay.

ARTICLE XIII
PERSONAL LEAVE DAYS

13.1 Each "employee/8 hour" shall be granted three (3) scheduled work days off per year at the appropriate straight time rate for personal business. Each "employee/24 hour" shall be granted two (2) scheduled work days off per year at the appropriate straight time rate for personal business. These will be given at the beginning of the fiscal year.

13.2 Requests for personal leave will be granted, provided not more than one (1) employee per function (law enforcement or fire) per shift is on personal leave. Any additional employees on personal leave on the same day beyond one (1) employee per function per shift must be approved by the Director of Public Safety, subject to available manning of the shift affected. The department must be notified of such personal leave day prior to the employee's absence.

13.3 Personal leave taken in blocks of less than three hours will be paid to the employee working the overtime, for the time actually worked (3 hour minimum in Section 17.1 does not apply).

13.4 Personal leave days are not cumulative from one fiscal year to another. Any personal leave days that are not used within the fiscal year they are earned will be automatically changed to a vacation day and so credited to the employee's earned vacation time.

13.5 In cases of extreme emergency, such as during a civil disorder or other extraordinary circumstances, it may be necessary to deny confirmation of personal leave days so as to avoid impairment of basic departmental operations.

13.6 Personal leave days shall not be taken on holidays.

ARTICLE XIV
SICK LEAVE

14.1 All employees shall be entitled to sick leave with pay, based on one (1) day per month for each "employee/8 hour" and fourteen (14) hours per month for each "employee/24 hour", at the employee's straight time rate of pay. Sick leave shall have a MAXIMUM ACCUMULATION of one hundred (100) days for each "employee/8 hour" and fifty-eight (58) days for each "employee/24 hour". One-half (1/2) the accumulated sick leave shall be paid the employee upon retirement or honorable separation from the department or to his dependents upon death at his present rate of pay. If the employee should die in the line of duty, his family will be paid the full amount of sick days accumulated by the employee.

14.2 The employee accumulating sick days shall have the choice at the end of the fiscal year to bank all the accumulated sick days earned during the fiscal year or to receive pay for one-half (1/2) of his unused sick days and to bank one-half (1/2) of his unused sick days up to an accumulation of fifty (50) sick days, for each "employee/8 hour" or twenty-nine (29) sick days for each "employee/24 hour". This option may be exercised anytime an "employee/8 hour" falls below fifty (50) accumulated sick days or "employee/24 hour" falls below twenty-nine (29) accumulated sick days. The choice to receive pay for one-half (1/2) of the unused sick days shall be made in writing to the employee's Shift Commander. This option shall not be exercised unless the employee has a minimum of twelve (12) days remaining in the sick leave bank.

14.3 After an "employee/8 hour" has accumulated fifty (50) sick days in the bank or an "employee/24 hour" has accumulated twenty-nine (29) sick days in the bank, he must take pay for one-half (1/2) of his unused sick days each year until he reaches an accumulation of one hundred (100) days for an "employee/8 hour" or an accumulation of fifty eight (58) days for an "employee/24 hour" in their respective sick leave banks.

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

14.5 Serious illness of husband, wife or child shall warrant the use of sick leave by the employee and will be deducted from his accumulated sick leave days.

14.6 Sick pay will be paid at the beginning of the fiscal year for the previous twelve (12) months of the last fiscal year. The formula for payment of sick time is total number of hours earned in a fiscal year minus the total number of hours taken sick. If an employee uses more sick time than what is earned in a fiscal year, regardless of when the sick time is taken, he is not entitled to any sick time pay.

14.7 In case of illness, the employee may use vacation and/or accumulated holidays, if needed, if all sick leave and other benefits have been exhausted.

14.8 Two bonus vacation days will be given to employees not using any sick time in a fiscal year. The bonus vacation days to be given July 1st shall be for the previous twelve month period.

ARTICLE XV FUNERAL LEAVE

15.1 In the event of a death in the immediate family of the employee, he shall be entitled, when so required, to the next three (3) calendar days off with regular pay to arrange for or attend the funeral and burial. The above referred to "three (3) calendar days off" shall not be allowed on regular scheduled days off but shall be allowable on scheduled vacation, sick, compensation or holiday time. However, if an employee requests funeral leave on the last day of a regular leave, he will be entitled to two (2) funeral days off. Likewise, if an employee requests funeral leave on the next to last day of a regular leave, he will be entitled to one (1) funeral day off. An employee on regular leave who requests funeral leave will be entitled to at least one (1) funeral day off no matter when requested.

15.2 Immediate family shall be deemed to be: husband, wife, child, father, mother, sister, brother, grandparent, grandparent-in-law, grandchild, mother-in-law, father-in-law, stepmother and stepfather and stepmother-in-law or stepfather-in-law, provided the employee attends the funeral services.

Employees shall be entitled to one (1) day off with pay, when so required, in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, aunt-in-law, uncle-in-law, niece-in-law or nephew-in-law. The foregoing shall not be deductible from sick leave or vacation time.

ARTICLE XVI LIFE INSURANCE

16.1 The employer shall provide and the employee shall accept

the following amounts of Group Life Insurance and Accidental Death and Dismemberment (A.D.& D.)

16.2 Following thirty (30) calendar days of employment, all employees covered under this agreement will be provided with twenty-five thousand dollars (\$25,000) of life insurance plus a like amount of A.D.&D. The benefit will become effective the first of the month following the thirty (30) day period. All provisions of the insurance company in force at time of claim will determine how all benefits are handled. The employer will endeavor to maintain a competitive benefit plan at an affordable cost, to that end the employer has the right to determine a carrier for this benefit. Each employee will be provided a Life and A.D.&D. certificate within a reasonable time following eligibility. Beneficiary changes are the full responsibility of the employee. The employer will provide assistance and forms needed for claims and beneficiary changes.

16.3 Each employee, upon retirement, will have the opportunity to retain five thousand dollars (\$5,000) worth of life insurance under the City's group plan with the premium to be paid by the retiree.

ARTICLE XVII
OVERTIME

17.1 An "employee/8 hour" called in for duty for other than his regular eight (8) hour shift shall receive a minimum of three (3) hours pay at time and one-half (1 1/2), and time and one-half (1 1/2) for each additional hour thereafter, at his current rate of pay.

An "employee/24 hour" called in for duty for less than 16 hours shall receive a minimum of three (3) hours pay, at time and one-half (1 1/2), and time and one-half (1 1/2) for each additional hour thereafter, at his current rate of pay based on a forty (40) hour work week. If called in for duty for 16 hours or more, the rate of pay shall be based on a fifty-six (56) hour work week.

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

17.3 An employee working over his regular shift to complete work started on a regular shift, will be paid at one and one-half (1 1/2) times his base pay, for the time actually worked.

EXAMPLE	1	-	15 minutes	=	15 minutes
	16	-	30 minutes	=	30 minutes
	31	-	45 minutes	=	45 minutes
	46	-	60 minutes	=	60 minutes, etc.

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

ARTICLE XVIII
COURT TIME, JURY DUTY, COMP. TIME, STAND-UP PAY

COURT TIME

18.1 When required to attend court while not on duty, an employee shall be accredited time at one and one-half (1 1/2) for each hour, with a minimum of two (2) hours. This shall also pertain to hearings at the Liquor Control Commission, License Appeal Board and Civil Service Hearings. If the Union requests an employee to appear at any Civil Service Hearings it will be the Union's responsibility. The employee required to attend court as specified above will be paid a 40 hour rate, at his current rate of pay.

JURY DUTY

18.2 Any employee covered by this agreement required to serve on Jury Duty will suffer no loss of pay or paid benefits but will be paid the difference between jury pay and his regular pay.

COMP. TIME

18.3 Comp. time earned by any "employee/8 hour" shall be accredited at time and one-half (1 1/2) the actual hours worked.

18.4 Comp. time earned by any "employee/24 hour" shall be accredited at double time the actual hours worked.

STAND-UP PAY

18.5 Stand-up pay is extra-pay (as determined below) for coming to work fifteen minutes prior to the scheduled shift starting time. Only Police Division Road Sergeants will be entitled to stand-up pay based upon the equivalent of seventy-five percent (75%) of the officer's straight time hourly salary.

TRADING OF DAYS

18.6 Subject to department manpower requirements, employees covered by this agreement shall be permitted to trade voluntarily work or leave days with permission of the Director of Public Safety. Notification, when possible, shall be in writing and submitted twenty-four (24) hours in advance to the Director.

ARTICLE XIX
VACATION

19.1 Each "employee/8 hour" shall be entitled to twenty (20) working days of vacation up to the completion of fourteen (14) years of service. After completion of fourteen (14) years of service, an employee shall be entitled to one (1) additional working day of vacation for each year of service beyond fifteen (15) years up to a maximum of twenty-five (25) DAYS. Each "employee/24 hour" shall be entitled to vacation time per the following schedule:

1 year	7 days
2 years	8 days
3 years	9 days
4 years	10 days
5 years	11 days
6 years	12 days
14 years	13 days
16 years	14 days
18 years	15 days

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

19.3 Vacations will be picked by each employee on the basis of seniority.

19.4 There shall be no maximum on the amount of vacation days an employee may accumulate. However, for the purpose of payoff at the time of retirement, resignation or death, the maximum accumulation paid for will not exceed the maximum vacation which can be acquired by an employee in two (2) years. Upon separation from service, the accumulated vacation time shall be paid at the employee's current rate of pay.

19.5 Each employee will be credited with one half (1/2) his vacation days on January 1 and with one half (1/2) his vacation days on July 1 of each year.

ARTICLE XX
LONGEVITY

20.1 All employees shall receive longevity the first pay in December according to the following schedule with a one thousand two hundred dollar (\$1,200) ceiling.

5 years thru 9 years	2%	of base wages
10 years thru 14 years	4%	of base wages
15 years thru 19 years	6%	of base wages
20 years and over	8%	of base wages

ARTICLE XXI
SHIFT DIFFERENTIAL/SWING SHIFT PREMIUM

21.1 Each "employee/8 hour" who works an afternoon shift will receive thirty-eight dollars and forty-six cents (\$38.46) per each twenty eight (28) day shift worked to be paid in June.

21.2 Each "employee/8 hour" who works a midnight or one of the two (2) swing shifts will receive sixty-nine dollars and twenty-three cents (\$69.23) per each twenty eight (28) day shift worked to be paid in June.

21.3 Any "employee/24 hour" covered by this agreement, assigned to work a swing shift, shall be eligible to receive a swing shift premium. The swing shift premium shall be a eight hundred dollar (\$800) annual premium, to be paid at the end of the fiscal year.

If the swing shift assignment is changed from one employee to another, the eight hundred dollar (\$800) annual premium is to be pro-rated. In determining any pro-rated amount, a full month's credit shall apply to any portion of a month worked in the swing shift assignment.

Management rights shall prevail as to who can be ordered to swing shift; providing that ARTICLE IV, paragraph 4.1 and ARTICLE VII, paragraph 7.4 of this agreement are not violated.

ARTICLE XXII
CLOTHING, CLEANING, UNIFORMS, EQUIPMENT, PERSONAL PROPERTY

CLOTHING AND CLEANING ALLOWANCE

22.1 Each employee covered by this agreement shall receive a clothing allowance each year in the amount of three hundred dollars (\$300). This allowance is to be used to purchase uniforms, uniform shoes and other miscellaneous items not furnished by the department.

22.2 Each employee covered by this agreement shall receive a cleaning allowance each year in the amount of three hundred dollars (\$300).

22.3 Upon separation from the department, the City will not ask any portion of the cleaning allowance already received by the officer to be returned to the City.

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

CLEANING AND REPLACEMENT OF UNIFORMS

22.5 Normal cleaning and replacement of uniforms will be the individual employee's responsibility and paid for from the clothing and cleaning allowance given each employee. If there is cause for cleaning or replacement of uniforms (such as from firefighting, during an arrest or performing assigned duties), the claim for the adjustment will be made through channels to the Director of Public Safety. The Director will see that payment is made to the employee.

FIREFIGHTING TURNOUT GEAR

22.6 The City shall furnish all rubber goods (boots, bunker coat, helmet and liner, gloves, goggles, badges and accessories) required for the safety and welfare of the employee.

LOSS OF PERSONAL PROPERTY

22.7 The City shall compensate the employee in full for loss or damage to any personal property, such as, glasses, rings, watches, etc., up to the value of one hundred (\$100) dollars, suffered during an arrest or performing his assigned duties. The City shall compensate the employee in full for loss or damage to any personal property suffered during an arrest or while performing his assigned duties, up to the value of two hundred (\$200) dollars, when it is approved by the Director of Public Safety in advance.

22.8 The City shall compensate the employee in full for any loss or damage to any property that is duty related, such as, uniforms, leather goods, weapons, etc.; when not due to the employee's negligence or carelessness.

ARTICLE XXIII FALSE ARREST INSURANCE

23.1 The City shall maintain the same levels of false arrest insurance as is presently in effect. The City shall assume the full cost of the policy. A policy statement on riots and civil disturbances is to be included in this agreement.

ARTICLE XXIV EDUCATION ALLOWANCES

24.1 Each employee covered by this agreement shall receive an education allowance upon completion of a certificate in Police

Administration or Police Science; or Fire Administration or Fire Science. Said education allowance shall be paid per Appendix A upon the submission of a CERTIFICATE showing completion of all subjects in said course.

24.2 Each employee covered by this agreement shall receive an additional education allowance upon completion of a second certificate in Police Administration or Police Science; or Fire Administration or Fire Science. Said education allowance shall be paid per Appendix A upon the submission of a second CERTIFICATE showing completion of all subjects in said course.

24.3 Each employee covered by this agreement shall receive an education allowance upon completion of an Associate Degree in Police Administration or Police Science; or Fire Administration or Fire Science. Said education allowance shall be paid per Appendix A upon the submission of an ASSOCIATE DEGREE. An employee who receives a BACHELORS DEGREE in the Behavioral Sciences, will receive the same education allowance as afforded an ASSOCIATE DEGREE.

24.4 Each employee covered by this agreement shall receive an education allowance upon completion of a BACHELORS DEGREE in Police Administration or Police Science; or Fire Administration or Fire Science. Said education allowance shall be paid per Appendix A upon the submission of a BACHELORS DEGREE.

24.5 Each employee covered by this agreement shall receive an education allowance per Appendix A after he has attained a MASTERS DEGREE in police, fire, business administration, or behavioral science.

24.6 The schedule of education allowances shall be paid each week based on the dollar amounts in Appendix A divided by 52. The education allowances shall commence on the pay period following the submission of the CERTIFICATE or DIPLOMA of completion of said course and shall continue until a higher degree of education or higher rank is obtained. Said education allowance shall be retroactive to the date of graduation or promotion.

24.7 Each employee covered by this agreement shall receive eight hundred dollars (\$800) premium pay per fiscal year on the first payroll in December, provided he has attained state licensing as an Emergency Medical Technician. Such remuneration will be pro-rated for the fiscal year in which the license is received and pro-rated at time of retirement.

24.8 Each employee covered by this agreement who has obtained or obtains his EMERGENCY MEDICAL TECHNICIAN training on his own time, will be reimbursed by the City for his tuition, after successful completion of the course.

ARTICLE XXV
ANNUAL PHYSICAL

25.1 The City shall bear the cost of an annual physical examination for each employee covered by this agreement. Such physical shall include but not be limited to, chest x-ray and an electrocardiogram. Such physicals shall be given either on the employee's anniversary date of hire or when requested by the City. The cost of said physical shall be paid by the City but will not exceed seventy dollars (\$70) per year, one hundred forty dollars (\$140) every two years, or two hundred ten dollars (\$210) every three years.

25.2 Payment will be made to the employee within seven (7) days of presentation of the bill to the City Clerk.

ARTICLE XXVI
PAYOFF OF FRINGE BENEFITS UPON SEPARATION FROM EMPLOYMENT

In order to clarify any ambiguous and unclear language in the collective bargaining agreement between the City of Fraser and the Lieutenants and Sergeants Association, the following has been mutually agreed upon:

Pro-ration: Any benefit that is pro-rated, where applicable, will be credited by the month; if you work 1-15 calendar days in a month - 0 credit; 16 calendar days or more - 1 full month credit.

Section 12 - Holiday Pay: Any holiday earned will be paid as per contract.

Section 13 - Personal Time: Accredited to your account July 1, in advance for the fiscal year; will be pro-rated for partial year credit; unused personal time will be transferred to vacation time and paid off as such, under vacation pay off guidelines.

Section 14 - Sick Leave: Earned and accredited monthly; to be pro-rated for partial credit; any time earned during the fiscal year to be paid off per Section 14.2, 14.3 and 14.4 of this agreement; balance is then paid off upon separation per Section 14.1.

Section 14.8 - Bonus Vacation Day: Earned and accredited at the end of the fiscal year; to be pro-rated for partial credit.

Section 18 - Compensatory Time: Accredited as earned; paid off as straight time pay.

Section 19 - Vacation Time: Accredited bi-yearly (January 1 and July 1) after it is earned for the previous six months; to be pro-rated for partial credit; paid off upon separation per Section 19.4.

Section 20 - Longevity: Earned and accredited on your anniversary date, but not paid until the first of December; no credit for partial year service time.

Section 21.1, 21.2, 21.3 - Afternoon Shift Premium, Midnight Shift Premium and Swing Shift Premium: Paid at the end of the fiscal year; any time accrued to be pro-rated where necessary, and paid.

Section 22.1 and 22.2 - Clothing and Cleaning Allowance: Paid July 1 in advance for that fiscal year, no pro-ration or pay back for partial year service upon separation.

Section 24.7 -EMT Pay: Paid the first pay in December for that fiscal year - 5 months paid in arrears and 7 months paid in advance; to be pro-rated for partial year credit.

ARTICLE XXVII
CONTAGIOUS DISEASES

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

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

ARTICLE XXVIII
DUTY INCURRED INJURY

28.1 All employees injured or incapacitated in the discharge of their duty shall receive such pay for injuries as provided under the State of Michigan's Workers Compensation law.

28.2 In addition to the minimum amount required by the law, the City shall pay an additional sum not to exceed the difference between the employee's regular salary and the amount of compensation. The employee injured and receiving Workers Compensation shall endorse all monies received from the Insurance Company over to the City.

28.3 Such additional payment shall be made for a period not to exceed one (1) year. In the event the employee receives a lump sum payment, it shall be treated as if weekly compensation had been received and paid out as above.

28.4 Thereafter, if the employee had sufficient accrued sick leave, he will receive a payroll check for the difference between his Workers Compensation check and his normal weekly net take home earnings, excluding overtime, from the first full day lost because of injury over the period of time he is unable to perform any work and is eligible and receives payments under the Workers Compensation act.

28.5 Light Duty - All employees returning to work after injuries shall be capable of performing their assigned duties within the bargaining unit.

28.6 All employees can return to work within two (2) years following separation from employment due to duty incurred injury, provided an employee has ten (10) years of seniority and passes a physical examination conducted by the City's physician, the expense of said examination will be paid for by the City.

ARTICLE XXIX
LONG TERM DISABILITY

29.1 The employer shall provide, through an Insurance Plan, a Long-Term Disability program for non-duty disablements that will have a minimum benefit plan as follows:

- A. Following a period of ninety (90) days of total disability, employees covered under this agreement will receive, in accordance with the provisions of the Insurance Company in effect at the time of total disability, benefits of:
- B. Sixty percent (60%) of current base earnings at time of disability to retirement or 65 years of age not to exceed \$2,000 per month less any benefits provided under:
 - 1. Primary and full-family Social Security
 - 2. Worker's Compensation
 - 3. Accumulated sick leave
 - 4. Any disability provision under the pension program then in force
 - 5. Any other monies provided by the employer under this agreement

C. The employer reserves the right to choose the carrier for the Long-Term Disability benefits. Each employee will, within a reasonable time following eligibility, receive from the Insurance carrier a Certificate of Insurance. All beneficiary changes and claim processing is the responsibility of the employee. The Employer will provide reasonable assistance and forms needed for claims or beneficiary changes.

29.2 The City shall provide each employee covered by this agreement Long-Term Disability income for any on-duty disablement which results in any disability lasting over ninety (90) days. The City will provide income for the employee which will equal sixty percent (60%) of the employee's current rate of pay until he reaches the age of sixty-five (65). All employees must submit to appropriate application procedures for coverage as required by the City.

ARTICLE XXX
HEALTH INSURANCE
HOSPITAL, MEDICAL, SURGICAL, DENTAL AND VISION CARE

30.1 The City shall provide for an assume the full cost of Hospital, Medical, Surgical, Dental and Vision (H M S D V) insurance plan for the employee and his family; this shall also include probationary employees.

30.2 Each employee covered by this agreement will be provided with a H M S D V Plan, including the employee's family (dependent children are to be covered under the age of twenty-five (25), if deducted on the most recent Internal Revenue Service tax year as a dependent). These benefits will become effective the first of the month following thirty (30) calendar days of employment.

MINIMUM BENEFITS

Three hundred sixty five (365) days of semi-private hospitalization in an approved hospital.

Full hospital extras.

Full medical, while hospitalized (on a reasonable and customary basis).

Full surgical (on a reasonable and customary basis).

Obstetric/Maternity is treated the same as any other condition for employee or spouse.

MAJOR MEDICAL

Following the use of the basic H M S D V benefits, the employee will have at their disposal, a Major Medical (M M) plan to provide benefits as follows:

After a deductible of one hundred dollars (\$100) per person, two hundred dollars (\$200) for a family, the Major Medical plan will pay eighty (80%) percent of the next two thousand dollars (\$2000) of covered benefits, then one hundred (100%) percent of all other benefits up to one million dollars (\$1,000,000). Actual benefits will be governed by the insurance contract in effect at the time of an employee's claim. The benefits of the agreement may exceed those included herein and determination of the Insurance Carrier is the full responsibility of the City. The City reserves the right to choose the carrier of these benefits.

DENTAL WITH ORTHODONTIA

Benefits will be determined by the master insurance contract in effect at the time of claims.

VISION CARE

Each employee covered by this agreement will be provided with a Vision care plan, including the employee's family (dependent children to be covered until the age of twenty-five (25), if deducted on the most recent Internal Revenue Service tax years as a dependent). This benefit will become effective the first of the month following thirty (30) calendar days of employment.

30.3 The City will assume the full cost of the H M S D V care plans. Further, the City will continue to assume the full cost of these plans for the immediate family upon the death of an employee when such death occurs in the line of duty and this coverage shall continue until the remarriage of the spouse and/or until the minor children attain the age of eighteen (18). Upon the retirement of the employee, the City shall continue to assume the full cost of the coverage for both the retiree and the spouse.

30.4 It is further understood that the retired employee and his spouse are eligible for full coverage of the H M S D V plans paid by the City only when the employee has retired with twenty-five (25) years or more of service, and has retired at or after the age of fifty (50).

If an employee retires at or after age forty-nine (49), but prior to age fifty (50), with twenty-five (25) years of service, the employee must pay for the H M S D V benefits through the city until the age of fifty (50). The employee will pay one hundred two percent (102%) of the city's cost in accordance with applicable provisions of COBRA. After age fifty (50), the City will assume full cost of the coverage.

Any employee retiring prior to age forty-nine (49), regardless of years of service, will not be eligible for any H M S D V benefits.

ARTICLE XXXI
RETIREMENT

31.1 The City will provide a Defined Benefit pension plan with a pre-retirement death benefit. An employee will have full vested rights in the plan after completion of ten (10) years of service. The Defined Benefit Plan will be pursuant to the plan document as provided.

31.2 All employees hired prior to 07-01-89 will contribute one percent (1%) of all taxable gross earnings to the plan. All employees hired after 07-01-89 will contribute six percent (6%) of all taxable gross earnings to the plan. The City will fund the balance of the plan as dictated by the plan's yearly actuarial report.

The employees will also be responsible for any ACT 135 pay-back (Section 31.3) and military time buy-back (Section 31.13) as provided for in this agreement.

31.3 All employees employed prior to July 1, 1976, will be required to fund the plan back to age thirty (30) or his date of hire, based on the employee's yearly contribution of ACT 135, unless already vested in ACT 135. In addition, all employees will be required to return six (6%) percent of their wages from July 1, 1976 through June 30, 1979. The said debt shall be paid back at a rate of twenty dollars (\$20) per week. Further, it is understood that any former contribution by the employee into the Deferred Compensation plan can either remain there for the employee until separation from employment or be rolled into the Defined Benefit plan to be used solely against the employee's debt.

31.4 An employee's retirement benefit, as used in this agreement, is calculated from three factors:

- 1) A pre-determined percentage as contractually provided in Section 31.6, Section 31.7, Section 31.8 and Section 31.9 of the agreement; multiplied by:
- 2) The employee's Final Average Compensation (F.A.C.) which shall be the monthly average compensation as computed from the totals of all taxable monies earned in the preceding sixty (60) months from the date of retirement; multiplied by:
- 3 The employee's years of service which is the total sum of:
 - a) All years worked (accredited and pro-rated on a monthly basis)
 - b) Any years acquired under Section 31.13 of this agreement (buy-back credit for military service); and
 - c) Any years credit received as a volunteer firefighter

31.5 An employee with less than ten (10) years of service is not vested and not entitled to a retirement benefit. Upon separation from service the employee receives his contributions back with five percent (5%) interest.

31.6 An employee with ten (10) years of service, but less than twenty-five (25) years will be entitled to a retirement benefit commencing at age fifty-five (55), based on two and one-fourth (2 1/4%) percent of his F.A.C., times his years of service.

31.7 An employee with twenty-five (25) years of service, but less than thirty (30) years will be entitled to a retirement benefit commencing at age fifty (50), based on two and one-fourth (2 1/4%) percent of his F.A.C., times his years of service.

31.8 An employee with thirty (30) years of service will be entitled to a retirement benefit commencing at age fifty (50), based on two and one-half (2 1/2%) percent of his F.A.C., times his years of service.

31.9 An employee with more than thirty (30) years of service will be entitled to a retirement benefit commencing at age fifty (50), based on two and one-half (2 1/2%) of his F.A.C., times 30 years; and one (1%) percent per year for any additional years of service beyond thirty (30) years.

31.10 The employee's pension will not be reduced because of any Social Security benefits received.

31.11 Any employee vested in ACT 135 will have his pension reduced by the same amount as received from the ACT 135 pension plan, when it is received.

31.12 The Union and the City agree to a ten year moratorium (through June 30, 1999) on pension changes, unless mutually agreed upon by both parties.

31.13 Buy-Back Credit for Military Service. A member of the retirement system will be provided credited service for not more than six (6) years of active military service to the United States government provided:

A. The member pays to the retirement system five percent (5%) of his full-time or equated full-time compensation for the fiscal year in which payment is made multiplied by the years of military service up to a maximum the member elects to purchase;

or

B. The member pays to the retirement system five percent (5%) of his full-time or equated full-time compensation for the fiscal year in which payments are made for the same amount of time equal to the military service for which the member elects to purchase.

Service shall not be creditable if it is or would be creditable under any other federal, state or local publicly supported retirement system. This restriction shall not apply to those persons who have or will have acquired retirement eligibility under the federal government for service in the reserve.

Any employee desiring to buy retirement credit for military service shall:

1. Notify the City in writing as to his intent;
2. Provide the City with reasonable proof of time served in the military service;
3. Notify the City in writing as to the amount of time he wishes to buy back; and
4. Notify the City in writing as to which pay-back schedule (A or B) he chooses to buy back his military services.

Upon completion of the above, the City will initiate for the employee, payroll deduction for military service credit as soon as practical.

ARTICLE XXXII
SENIORITY-PROMOTION-TRANSFERS-TRAINING

ASSIGNMENT WITHIN THE LAW ENFORCEMENT SECTION

32.1 Any assignment other than to the patrol section will be considered a special duty assignment. Special duty assignment shall not be made without being posted for a period of fourteen (14) working days prior to the assignment of such duty.

32.2 Any employee interested in such special duty assignment shall file a written request with the Director of Public Safety requesting consideration for such assignment. Such assignments shall be made by seniority, provided, that all other qualifications are equal as determined by the Director. The employee making application, if denied assignment, will have the right to appeal through the grievance procedure. Any assignment longer than ninety (90) days will be considered PERMANENT.

32.3 Temporary assignment to a position, for reason of emergency conditions, will be left to the discretion of the Director of Public Safety but shall not exceed a period of twenty-eight (28) days in length.

ACTING PAY

32.4 Transferred Union members from the International Association of Fire Fighters (I A F F) will carry full seniority with them into the Fraternal Order of Police (F O P) and their assignment to the Fire Division will be permanent. Fire Sergeants (PSEUDO PSO) will have the option to maintain a twenty-four (24) hour work schedule per ACT 125.

32.5 Any further promotion into the position of Fire Marshal will be tested among existing Fire Sergeants (PSEUDO PSO). A Fire Sergeant (PSEUDO PSO) who opts to transfer his classification to Public Safety Officer (PSO) Sergeant cannot test for Public Safety Officer (PSO) Lieutenant until he has served two (2) years as a Public Safety Officer (PSO) Sergeant.

ARTICLE XXXIII
PUBLIC SAFETY DUTIES

33.1 The performance of fire duties will be considered a function of a Public Safety employee's duties, as follows:

- A. Promotions after January 1, 1982, shall assume duties as specified by the Director of Public Safety.
- B. A volunteer list shall be established for those Public Safety employees who wish to perform fire duties in excess of those specified above to wit 24 hour day 56 hour work week in accordance with MPA 125.
- C. Any overtime resulting in maintaining conditions set forth in ARTICLE XXXIII, paragraph 33.1, Section B, will be made available first to members of the affected section.

33.2 Temporary assignments to fire duty for reasons of emergency conditions will be left to the discretion of the Director of Public Safety.

PUBLIC SAFETY OFFICER FIRE TRAINING

33.3 All Public Safety employees will be required to take periodic fire training in fire service. The length of training shall not exceed one hundred and sixty (160) hours, in any calendar year after the initial basic training. This one hundred and sixty (160) hours shall include all fire training, both on and off duty. Fire training shall be at the discretion of the Director of Public Safety, with consideration given to an employee's work schedule, so as not to interfere with vacation time or scheduled days off.

CALL BACK TO ASSIST THE FIRE DIVISION

33.4 No employee of this Union will be required to keep a fire monitor/pager in his home except on a voluntary basis. Any member who voluntarily accepts a fire monitor/pager will not be reimbursed for its electrical operating costs. All employees covered under this agreement shall be subject to call back in case of emergency.

RECOVERY TIME

Any employee of the bargaining unit who is overcome by smoke and is otherwise incapable of performing his duty will be sent home while staying on duty status.

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

- B. Any injury occurring to an employee while fire-fighting, either on duty or call back, will be considered as an on duty injury and will be covered by ARTICLE XXVIII of this agreement.

TRANSFER OF JOB CLASSIFICATION

33.6 Any employee covered by this agreement, may during the life of this agreement, change his classification from Fire Sergeant (PSEUDO PSO) to Public Safety Officer (PSO) Sergeant or from Fire Marshal (PSEUDO PSO) to Public Safety Officer (PSO) Fire Marshal by requesting same in writing to the Director of Public Safety.

CLEAN UP RESPONSIBILITIES

33.7 On duty Public Safety command officers assigned to the law enforcement section will not be required or responsible for cleaning fire trucks and equipment, after assistance at a fire scene unless the employee(s) is working under ARTICLE XXXIII, paragraph 33.1, section A and B.

33.8 The performance of police duties will be considered a function of a Fire Sergeant (PSEUDO PSO) and Fire Marshal's duties as follows:

- A. The primary responsibility of an employee in the Fire Division is fire related duties.
- B. All Fire Sergeants (PSEUDO PSO) and the Fire Marshal will assume PSEUDO PSO duties - any police administration duty not requiring a sworn officer.
- C. The Fire Sergeants (PSEUDO PSO) and the Fire Marshal will not be required to carry a gun or attend the Police Academy.

ARTICLE XXXIV RESIDENCY

34.1 It shall be the responsibility of each member of this Union to reside within the boundaries of Macomb County.

ARTICLE XXXV WAIVER CLAUSE

35.1 The parties acknowledge that during the negotiations which

resulted in this agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area set forth in this agreement.

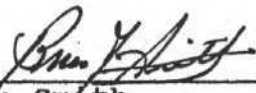
35.2 Therefore, the Employer and the members of the bargaining agents for the life of this agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

FOR: CITY OF FRASER

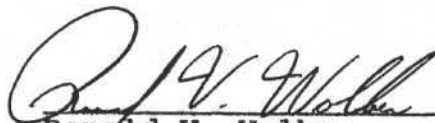
FOR: LABOR COUNCIL/MICHIGAN
FRATERNAL ORDER OF POLICE;
LIEUTENANTS AND SERGEANTS
ASSOCIATION



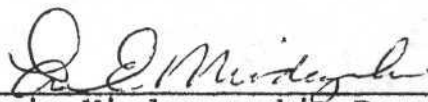
Jeffrey A. Bremer
City Manager



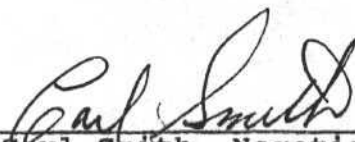
Brian Smith
Field Representative, F.O.P.



Ronald V. Wolber
Director of Public Safety



Louis Mioduszewski, President



Carl Smith, Negotiation Committee



James Colby, Negotiation Committee



Ron McCauley, Negotiation Committee

Signed on this, the 8th day of November, 1989

APPENDIX A

EDUCATION ALLOWANCES

	Certificate Sec. 24.2	Certificate Sec. 24.1	Associate Degree Sec. 24.3	Bachelors Degree Sec. 24.4	Masters Degree Sec. 24.5
Fire Sgt.	381.00	1142.00	1523.00	2284.00	3046.00
P.S./Sgt.	386.00	1159.00	1545.00	2317.00	3090.00
Fire Insp.	411.00	1234.00	1645.00	2467.00	3290.00
Fire Marshal/ Lieut.	425.00	1275.00	1699.00	2549.00	3399.00