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12/31/97

**CITY OF GARDEN CITY**

**and**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(DISPATCHER UNIT)**

*Garden City*

**January 1, 1994 - December 31, 1997**

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## A G R E E M E N T

THIS AGREEMENT is entered into on this 5th day of December, 1994 and is effective from January 1, 1994 unless otherwise indicated, and is by and between the CITY OF GARDEN CITY, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or "City" and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (Dispatcher Unit), representing the Garden City Police Department (Dispatchers, Clerks, Secretaries, Ordinance Officer, Bailiff and Animal Control Officer-effective 01-03-95 changed to "Enforcement Officer"), hereinafter referred to as the "Union".

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

### ARTICLE I - RECOGNITION AND REPRESENTATION

I.1 Recognition: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of its Dispatchers, Clerks, Secretaries, Ordinance Officer, Bailiff and Animal Control Officer (effective 01-03-95 called Enforcement Officer), excluding Corporals, Sergeants, Lieutenants, Patrol Officers, Captains, Chief, Mechanics, Reserve Officers, Cadets and all other employees of the City of Garden City. The bargaining unit shall include job duties presently assigned and joint dispatching by Dispatchers for the Police and Fire Departments.

I.2 City Rights: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Police Department and the employees therein are vested solely and exclusively in the Employer.

I.3 No Discrimination: The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any employee for any prohibited reason under State or Federal law, nor shall the Employer or its agents, nor the Union, its agents or members, discriminate against any employee because of his membership or non-membership in the Union.

I.4 Work Hours: The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, employees shall not be permitted to engage in

Union activity during working hours.

**I.5 Union Security:** It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to their share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union, shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement and all new employees who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31) days of their hire date or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All employees covered by this Agreement shall become and remain members of the Union in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement.

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

**I.6 Payroll Deduction/Hold Harmless:** All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by State law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the financial secretary and remit such amounts to the Union within fifteen (15) days thereafter.

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

**I.7 Union Representation:** Employees covered by this Agreement shall be represented by one (1) Steward or Alternate Steward who shall be regular employees of the bargaining unit. During periods of absence of a Steward, the Alternate Steward shall represent the employees.

The Steward or Alternate, during their working hours, without loss of time or pay in accordance with the terms of this Article, may investigate and present a claimed grievance to the Employer upon having received permission from his supervisor to do so. The supervisor shall grant permission within a reasonable time for such Steward to leave

his work for these purposes, subject to necessary emergency exceptions. The privilege of such Steward leaving his work during hours without loss of time or pay, is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of this privilege by any Steward or Alternate will subject such employee to disciplinary action. The Steward and/or Alternate will be required to record or otherwise account for time spent in processing grievances.

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

The Steward or Alternate Steward shall be allowed three (3) unpaid days per year, to attend to Union business, attend Union conferences and/or conventions. The total unpaid days off for the Steward and Alternate combined shall not exceed three (3) days per contract year.

## ARTICLE II - GRIEVANCE PROCEDURE

II.1 Definition: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation under and during the terms and provisions of this Agreement.

II.2 Time Limits/Steps: An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within three (3) calendar days after the occurrence of the event upon which his complaint is based or upon which he should be reasonably aware using all due diligence.

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

### FIRST STEP:

To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract, when applicable, which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the aggrieved employee's immediate supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which it is based or upon which he should be reasonably aware using all due diligence.

The supervisor shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written

grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the supervisor.

SECOND STEP:

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

THIRD STEP:

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

FOURTH STEP:

If the grievance has not been settled in the Third Step, and the Union wishes to process the grievance further, the Union shall state in writing why the Third Step was not acceptable and present the grievance to the City Manager within five (5) regularly scheduled working days. Within five (5) regularly scheduled working days after the receipt of the grievance, the City Manager shall give the Union a written Fourth Step answer.

FIFTH STEP:

If the grievance has not been settled in the Fourth Step and the Union wishes to process the grievance further, the Union shall state in writing why



the Fourth Step was not acceptable and present the grievance to the City Manager within five (5) regularly scheduled working days. Within fourteen (14) days, the grievance will be heard by a mediator from MERC or an agreeable third party. The written or verbal advise of the mediator is not binding upon either party.

SIXTH STEP:

If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt by the Union of the City Manager's Fifth Step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

II.3 Time Limits/Extensions: Time limits at any Step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any Step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

II.4 Policy Grievance: Grievances on behalf of the entire Union shall be filed by the Union Steward and shall be processed starting at the Third Step of the grievance procedure.

II.5 Joint Grievance Committee: Meetings of the Joint Grievance Committee provided for in the Third Step of the grievance procedure shall start not later than 2:00 p.m. on the day which they are scheduled. The Union Committee members, not to exceed two (2) in number, shall be paid their regular hourly rate of pay for all time away from their regularly scheduled work to attend such meetings. The Employer Committee members shall be limited to two (2) in number. The Employer shall be promptly notified

who shall be members of the Union Grievance Committee and any changes therein.

II.6 Act 78 Coverage: It is the understanding of the parties that the employees covered under this Agreement are not covered under the provisions of Act 78, as amended.

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

III.1 No Strikes/No Lockout: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike, including sympathy strikes or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

III.2 Discipline: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike, including sympathy strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the discretion of the Employer, subject to the grievance procedure.

### **ARTICLE IV - SENIORITY**

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

IV.2 Order of Layoff/Notice of Layoff: Should a layoff become necessary, all part-time and probationary employees shall be laid off first; thereafter, employees shall be laid off in inverse order of seniority. Except in cases of emergency, notice of layoff shall be given in writing, at least fourteen (14) days prior to layoff.

IV.3 Termination of Seniority: An employee's seniority shall terminate:

- (a) If he quits, retires or is justifiably discharged.
- (b) If following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within five (5) calendar days after

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

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

IV.4 Definition "Regular/Permanent": As used herein, a "regular" employee is one who is not a part-time or seasonal employee. A "permanent" employee is a full-time employee who has passed the probationary period.

IV.5 Recall: City funded employees shall be recalled to work in inverse order of layoff.

IV.6 Job Posting: If a permanent job opening occurs in a budgeted job classification which the City desires to fill, the job opening shall be posted for seven (7) calendar days. Permanent qualified bargaining unit employees may sign the posted job opening within such seven (7) calendar day period.

Employees who bid on the posted job shall be selected on the basis of qualifications, ability (or testing where applicable) and seniority. Among qualified employees with equal ability and/or test scores and who signed the bid sheet, seniority shall determine the award of the job.

Employees awarded a posted job in a position or classification which they had not previously held for ninety (90) calendar days shall be on a trial period of ninety (90) calendar days.

The City shall not hire from outside sources until the above procedure has been followed and no qualified employees have been awarded the job.

## ARTICLE V - LEAVES OF ABSENCE

V.1 Personal Leave: Upon written application from a seniority employee and, if possible, seven (7) calendar days in advance of the requested leave, the Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days

without pay and without loss of seniority to an employee who has completed his probationary period provided, in the judgment of the Employer, such employee can be spared from his work.

V.2 Disability Leave: An employee who, because of an illness or accident, other than illness or accident compensable under the Michigan Workers' Compensation Laws, is physically unable to report for work shall be given a written leave of absence not to exceed one (1) year provided he promptly notified the Employer with a certification from a qualified physician of the necessity for such absence. The employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave, but at no time shall said leave exceed one (1) year. If at the conclusion of said one (1) year period the employee is still medically incapable of performing his duties, he shall be given an additional leave of not to exceed one (1) year provided he provides medical certification for the necessity of said extension.

Maternity leave shall be handled under the procedures of this section.

V.3 Military Leave/Reinstatement: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable laws.

V.4 Paid Funeral Leave: Regular employees shall receive the amount of pay they would have received on a regular eight (8) hour straight-time basis for each day necessarily lost during their normal scheduled work week not to exceed four (4) days to make arrangements for and attend the funeral of a member of their immediate family if the funeral is being held within a three hundred (300) mile radius of the City of Garden City. One (1) additional day shall be allowed if the funeral is being held at a location greater than a three hundred (300) mile radius from the City of Garden City.

For purposes of this section, "immediate family" shall be defined as an employee's current spouse, children, parent or step-parent but not both, brother, sister, or parents-in-law. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity of such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

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

V.5 Paid Personal Business Leave Days: A permanent employee shall be allowed three (3) personal business leave days per year, per anniversary date of employment, with pay provided he requests same three (3) regularly scheduled shift days in advance of the requested time off. No more than one (1) employee shall be off at the same time, in the same classification, except that in the Dispatcher classification, no more than one (1) employee shall be off at the same time and on the same shift.

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

## ARTICLE VI - HOURS

VI.1 Normal Work Day/Normal Work Week: The normal work day shall consist of eight (8) hours per day. The normal work week shall average forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day. All civilian employees who work a single shift will be scheduled eight and one-half (8 1/2) hours with a one (1) hour lunch period of which one-half (1/2) hour will be paid and one-half (1/2) hour not paid.

- (a) Fixed Shifts: Fixed shifts are to be placed in effect. The City will make up shifts, including relief shifts if necessary. If no employee(s) bid to a relief shift, the City may assign employees on the basis of junior seniority.

Relief shift personnel will be utilized where needed with a seven (7) day notice and at a minimum of seven (7) days duration of the reassignment.

- (b) The City shall post shift make-up lists for preference bids on the first (1st) day of October and the first (1st) day of April and preference bids must be registered by the fifteenth (15th) day of October, for January 1st and the fifteenth (15th) day of April for July 1st. Employees who do not register a bid on time shall be assigned a shift.

The City shall post the shift schedules by classification for the following six (6) month period by the first (1st) day of November and the first (1st) day of May.

- (c) Shift preference shall be awarded by seniority, probationary employees shall not have a shift bid and are subject to shift assignment by management.
- (d) Primary shift assignments shall be for six (6) months duration, then re-bidding shall occur by the method used for the initial bid, with equitable work hour adjustments as required. At time of bidding, choice of available leave days is confined to those available on the new shift.

- (e) Involuntary removal from shift assignment, for reasons of misconduct, shall not occur until discipline including disciplinary layoffs has been used.

VI.2 Premium Pay: Time and one-half (1 1/2) an employee's regular straight-time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any work day and all hours worked in excess of his regularly scheduled work week.

- (a) When overtime work is scheduled, the Employer will endeavor to give the employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification and division, where the overtime work occurs and among those who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.
- (b) It is understood and agreed that in emergency situations, in case of special assignments, or when a special skill or ability is required to perform the necessary task, or detailed knowledge of the specific task to be performed is required, the Employer shall have the right to temporarily utilize employees from one classification or another or from one division to another, irrespective of their relative position on the overtime list, for the duration of the specific job, assignment or task.
- (c) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered an unscheduled overtime and shall be performed by employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

Overtime shall be equalized as much as possible in each classification.

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

VI.4 Overtime Pay: Overtime pay due an employee shall be paid not later than the pay day for the pay period following the pay period in which the overtime was worked.

The City will establish an overtime call-in list which indicates the total overtime hours for each employee. If an overtime situation occurs, the qualified employee with the least hours shall be offered the overtime first. If the low person refuses the overtime opportunity, the next qualified person on the list shall be offered the time and so on until all the persons have been called. A phone call, unanswered, or two (2) busy signals shall qualify as a call. If no qualified employee accepts the overtime, the employee with the least hours will be required to perform the overtime work. Such employee can be ordered in when contacted subject to being

excused if another qualified employee accepts the assignment.

An employee who refuses overtime shall be charged with the offered hours on the overtime list.

No employee shall leave work until relieved.

Employees shall be required to perform overtime work, for no more than four (4) hours after or before their regularly scheduled shift. If the first employee to be called is on their day off, such employee will be offered eight (8) hours (or hours available, but may accept four (4) hours; however, if no other employee can be found to work the additional four (4) hours, this employee can be required to work the entire eight (8) hour shift.

It is the intent of this section to equalize overtime hours over a reasonable period of time.

VI.5 Compensatory Time Off Option: At the employee's option, paid hours credited for overtime or attendance at training courses under present practice may be taken in pay or by use of compensatory time off, with specific time subject to the Chief's permission. Mandatory attendance at training courses or meetings on off duty time are to be compensated at time and one-half (1 1/2) rate, but voluntary attendance at such courses or meetings and primary and advanced lien school training will be compensated at a straight time rate.

Compensatory time off may be used in segments of not less than two (2) hours.

Call back is subject to the same requirements as those of a single furlough day (Section IX.6).

Compensatory time is used alone or in conjunction with other paid time off in a single segment of one (1) forty (40) hour work week, no call back shall be in effect.

Compensatory time off can be accumulated up to forty-eight (48) hours, except as greater accumulation may be allowed by the City, based on special circumstances. When compensatory time exceeds forty-eight (48) hours accumulative, such time shall be paid to the entitled employee(s) at current salary rates.

VI.5 Assignments Out of Classification: Employees who are assigned to work in a higher paying classification than their regular classification and who perform all of the duties therein, for the second consecutive day and thereafter of such work the employee shall receive the rate of pay for the higher paid classification.

## ARTICLE VII - WAGES

VII.1 Appendix A Reference: The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A, attached hereto and by this reference made a part thereof.

VII.2 New Job Classification: If during the life of this Agreement a new job classification is created or a significant change in an existing job classification is made, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate range for other job classifications covered by this Agreement, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union served notice on the Employer of its wish to negotiate the new rate, the issue may be referred to the grievance procedure starting at the Third Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classification was created. The job duties shall be discussed with the Union prior to implementation of the new job.

VII.3 Fair Day's Work: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

VII.4 Call-In Pay: When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than three (3) hours of pay at time and one-half (1 1/2) his regular straight time hourly rate or shall be paid for actual time worked at time and one-half (1 1/2) his regular straight time hourly rate, whichever is greater.

The three (3) hour call-in provision shall not apply to employees called in to court or civil appearance one (1) hour or less prior to their regularly scheduled starting times.

VII.5 Court Time: When, as a result of performing their duties, an employee is required to make a court appearance or an appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of three (3) hours, except appearances in District Court #21 (Garden City) shall be limited to a minimum of two (2) hours, at time and one-half (1 1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or agency at time and one-half (1 1/2) rate of pay, whichever is greater. An employee's regular hourly rate of pay shall be determined by dividing his annual salary by 2,080. As a condition of receiving such payment, an employee shall assign his court appearance fee to the Employer.



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

### ARTICLE VIII - HOLIDAYS

VIII.1 List of Holidays: The following days shall be recognized as holidays: New Year's Day, Washington's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

VIII.2 Holiday Pay: Qualified employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each holiday or day celebrated as such. For qualified employees whose regular schedule is Monday through Friday, the City will designate an otherwise scheduled work day off with pay in the same pay period when a holiday occurs on a Saturday or Sunday.

VIII.3 Qualifications: To qualify for holiday pay under this Article, an employee must be a regular permanent full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he was scheduled to work before the holiday and the next day following such holiday except in cases where the employee is on excused leave of absence. Such leave shall exclude individual sick days, but shall include extended sick leave, to a maximum of ninety (90) consecutive days, which is defined as four or more consecutive work days as verified by written documentation from the employee's personal physician. Employee's time off on Workers' Compensation shall be considered time worked for qualification for holiday pay.

VIII.4 Worked Holiday: When an eligible employee is scheduled to work and does work on any day celebrated as one of the above specified holidays, he shall be paid one and one-half (1 1/2) times his regular straight time hourly rate of the hours so worked, in addition to the holiday pay.

When an eligible employee is called in on a holiday listed in VIII.1, for which he had not been previously scheduled, he shall be paid at two (2) times his regular straight time hourly rate for actual time worked, in addition to the holiday pay.

VIII.5 Bona Fide Excuse: If an employee is scheduled to work a holiday and without a bona fide excuse does not work it or if an employee accepts a holiday work assignment and without a bona fide excuse does not work it, such employee shall forfeit his holiday pay for such day.

VIII.6 Lump Sum Payment: Holiday pay shall be paid in a lump sum payment during the first week of December, under current practice.

### ARTICLE IX - PAID VACATIONS

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

- (a) An employee who, as of the anniversary date of his employment, has completed one (1) but less than five (5) years of continuous service with the City since his last hiring date, shall receive ten (10) days of vacation with pay.
- (b) An employee who, as of the anniversary date of his employment, has completed five (5) but less than ten (10) years of continuous service with the City since his last hiring date, shall receive fifteen (15) days of vacation with pay.
- (c) An employee who, as of the anniversary date of his employment has completed ten (10) but less than fifteen (15) years of continuous service with the City since his last hiring date shall receive twenty (20) days of vacation with pay.
- (d) An employee who, as of the anniversary date of his employment has completed fifteen (15) years of continuous service with the City since his last hiring date shall receive twenty-five (25) days of vacation with pay.

IX.2 Vacation Pay: A day of vacation pay as provided for in IX.1 above shall equal eight (8) hours of pay at the employee's straight time hourly rate of pay at the time the employee takes his vacation.

IX.3 Vacation Time Off: The Chief shall determine the number of employees who are to be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and work load requirements as determined by the Chief.

Vacation leave shall be granted, giving preference to the seniority of employees within a classification. In the event two (2) or more employees of the same classification desire the same vacation date, and it is determined by the Chief that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his vacation.

Employees must make application in writing by the fifteenth (15th) day of the month preceding the month when they desire their vacation.

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

**IX.4 Pay Entitlement on Quit or Discharge:** If an employee, who is otherwise eligible for vacation with pay quits, after giving a fourteen (14) day notice to the Chief, or is discharged on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified for on such anniversary date.

If an employee with one (1) year seniority or more quits, after giving a fourteen (14) day notice to the Chief, prior to the anniversary date upon which he would be qualified for a vacation with pay, he will be entitled to vacation pay on a pro-rata basis, figured on the number of hours such employee actually worked as compared with full-time employment during the vacation anniversary year.

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

**IX.5 No Vacation Accumulation:** No vacation time off in excess of five (5) days shall be accumulative from year to year, unless approved by the Employer.

**IX.6 Individual Vacation Days:** Employees shall be allowed to take vacation leave days one at a time provided they make application and receive approval, which shall not be unreasonably withheld, for said leave seventy-two (72) hours in advance of the desired day and said day will not result in shorting a shift of the necessary manpower and provided further said employee shall be subject to call-back or cancellation of said leave day in emergencies or when due to illness or injury a manpower shortage exists on said day. If an employee is called into work on a leave day pursuant to this Section, the call-in provision of VII.4, Article VII of this Agreement, shall not apply.

## **ARTICLE X - PAID SICK LEAVE**

**X.1 Acquired:** For employees who qualify therefor, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Article.

**X.2 Maximum Accumulation:** All regular and permanent full-time employees shall accumulate paid sick leave credits on the basis of one (1) day of paid sick leave for each

month of continuous service with the Employer, with a maximum accumulation of sixty (60) days.

X.3 Qualification: In order to qualify for sick leave payments, the employee must report to his supervisor not later than one (1) hour before his normal starting time on the first day of absence unless in the judgment of the Chief the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

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

X.4 Use of Paid Sick Leave: Qualified employees, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their accumulated bank of sick leave credits to be used as follows:

- (a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity of a private contractor.
- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby, the City shall make up the difference between the amount of daily salary he would have received in his own job classification had he worked, excluding any premium payments, for a period not to exceed twenty-six (26) weeks, if the disability was caused by the criminal act of another person.

X.5 Payment for Unused Sick Leave Credits: If an employee retires pursuant to the City's retirement program, quits or dies, the employee or his estate shall be entitled to payment of fifty percent (50%) of his accumulated unused paid sick leave credits.

X.6 If an employee is killed in the line of duty, his estate shall receive one hundred

percent (100%) of his accumulated sick bank, regardless of length of service.

If on June 30 of any year an employee has accumulated in excess of sixty (60) days of earned but unused sick leave days, the excess days over sixty (60) shall be paid at one-half (1/2) day's pay for each such extra day. Upon such payment, the extra days over sixty (60) shall be retired and have no further value.

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

X.7 Sickness and Accident Insurance: The City agrees to provide for each full-time employee, non-occupational Sickness and Accident Insurance or self-insurance if the Employer so elects, which, payable second day of accident, ninth day of sickness, shall provide a benefit of sixty-five percent (65%) of the employee's weekly salary for a maximum of fifty-two (52) weeks. The specific details, limitations & conditions are to be governed by the policy or the Employer's policy in the case of self-insurance which shall not be more stringent than the existing policy conditions. Insurance under this Section shall not cover employees disabled while performing work for hire for another employer or when such employee is self-employed.

An employee may, at his option, use three and one-half (3 1/2) sick days per two (2) week pay period in conjunction with this weekly benefit to achieve one-hundred percent (100%) pay. After use of paid sick days is exhausted, other banked paid time may be used. In this event, all benefits, including pension crediting, shall continue. During the eight (8) calendar day waiting period, an employee may use necessary earned but unused sick days. However, money paid for time off from work shall not exceed amounts which would be paid if the employee were working under his regular work schedule.

X.8 Workers' Compensation Coverage: Workers' compensation coverage will be provided in accordance with applicable State laws.

X.9 Sick Leave Used as Vacation: Once per year (July 1-June 30) commencing on July 1, 1989 employee(s) with twenty (20) or more days in sick bank can convert up to five (5) such days each year to paid vacation, with time off subject to Article IX-Vacations. Extra week applies only to employees entitled to four (4) weeks of vacation. Days used for vacation not disqualifying for sixty (60) percent pay out under Article X, Section 6.

## ARTICLE XI - SHIFT PREMIUMS

XI.1 Amount of Premium/Definition of Shifts: A shift premium of fifteen cents (\$.15) per hour shall be paid to all employees who are scheduled to work the afternoon shift for all hours they actually work on that shift. A shift premium of thirty cents (\$.30) per hour shall be paid to all members who are scheduled to work the midnight shift for all hours actually worked on that shift.

If an employee works four or more hours on an afternoon or midnight shift that is not a part of their normal schedule, they shall receive the appropriate shift premium for actual hours worked.

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

## ARTICLE XII - LONGEVITY PAY

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

For employee(s) hired after January 17, 1989 the longevity bonus shall start on the sixtieth (60th) month of employment at thirty five dollars (\$35.00) per year with prior years service to count (i.e. if at December 1 new hire has 60 months of employment, payment would be 5 years X \$35.00 = \$175.00).

## ARTICLE XIII - INSURANCE

XIII.1 Hospital/Medical/Surgical/Master Medical and PDP: The City shall provide full family coverage **FOR EMPLOYEES HIRED PRIOR TO JANUARY 17, 1989** through Michigan Blue Cross/Blue Shield Hospital Medical Blue Preferred Insurance Plan, MVF-2, with semi-private room accommodations with the Predetermination Program. In addition, the Master Medical and Prescription Drug Program with a three dollar (\$3.00) co-pay shall be included and the City shall pay all premium costs for such coverage.

The City shall provide full family coverage **FOR EMPLOYEES HIRED AFTER JANUARY 17, 1989** through Michigan Blue Cross/Blue Shield Hospital Medical Blue Preferred Insurance Plan, MVF-1, with semi-private room accommodations with the Predetermination Program and Maternity Rider. In addition, the Master Medical and

Prescription Drug Program with a three dollar (\$3.00) co-pay shall be included and the City shall pay all premium costs for such coverage.

Employees hired prior to October 1, 1990 may at their option carry the traditional coverage by paying the difference in the monthly premiums between the Blue Preferred and traditional plan through payroll deduction. This selection can be made with the initial contract change and on an annual basis during our re-opening date.

XIII.2 Retiree Coverage: Effective on and after October 1, 1990 and for retirees retiring on and after such date at age sixty (60) or with twenty-five (25) years of service, the City will furnish to the extent provided herein, two person (retiree and spouse at time of retirement) subscriber, hospital/medical/surgical insurance, MVF-1, 365 day coverage with semi-private room accommodations, Master Medical \$50/100 deductible-80/20 co-pay, and including a prescription rider with a five dollar (\$5.00) co-pay (or equivalent insurance from another carrier). At age sixty-five (65) an eligible retiree and eligible spouse must subscribe and pay the cost of Part B Medicare. At age sixty-five (65) an eligible and entitled employee and spouse under this section shall be covered by the basic Blue Cross/Blue Shield Medicare Complimentary coverage or an equivalent insurance. If retiree precedes his/her spouse in death, spouse would be covered unless remarried.

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

All the medical retiree provisions outlined above will sunset (terminate) at 11:59 p.m. on March 31, 1998 and revert back to the following coverage as stated below:

Effective on and after April 1, 1998 and for retirees retiring on and after such date at age sixty (60) or with twenty-five (25) years of service, the City will furnish to the extent provided herein, single subscriber, hospital/medical/surgical insurance, MVF-1, no riders, 365 day coverage (or equivalent from another carrier).

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

Effective April 1, 1998 the City will, on a separate ledger, credit a bookkeeping account in the amount of one dollar and fifty cents (\$1.50) per week for each full-time unit employee covered by the basic Blue Cross/Blue Shield insurance. The beginning balance as of April 1, 1998 will be the ledger balance as of September 30, 1990.

The City will debit such ledger account with the cost of insurance provided under this sub-section. The City's entire liability during the term of this contract and under this sub-section shall be only to the extent of the crediting in the ledger as herein required.

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

XIII.3 Term Life: Effective July 1, 1980 the Employer agrees to provide each employee twenty thousand dollars (\$20,000) term life insurance policy and to provide all retired employees with a five thousand dollar (\$5,000) term life insurance policy.

XIII.4 Dental/Optical Plan: The City will provide Blue Cross/Blue Shield of Michigan Group Dental Care benefits, or equivalent benefits from another carrier. The co-pay shall be 75/50/50, no orthodontics, with a benefit limit of \$1,000 yearly maximum, per person.

The City will provide Plan B Optical Care through Co-Op Optical with level premiums of \$58 per year or \$4.84 per month through the term of the contract.

XIII.5 When Group Insurance Benefits Start/Stop/Federal or State Programs:

- (a) Benefits under Section 1, 2, 3, and 4 of this Article for otherwise eligible new employees will become effective on the first day of the calendar month following ninety (90) days from date of hire.
- (b) Except as otherwise specifically provided, when work time or seniority is interrupted for the following reasons, insurance coverage under Section 1, 2, 3, and 4 of this Article shall continue as shown below:

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

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

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

If an employee is disabled for occupational or non-occupational reasons group term life insurance and Blue Cross/Blue Shield insurance shall continue at the City's expense, for the period of such disability. This coverage shall continue for up to one (1) year for non-occupational disability and for up to two (2) years for occupational disability.

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



## ARTICLE XIV - GENERAL

XIV.1 Rules and Regulations: The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

XIV.2 Bulletin Board: The Employer will provide a bulletin board for the department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

XIV.3 Bargaining Unit Work/Past Practice: Nothing contained in this Agreement shall be construed to in any way restrict or limit management and supervisory or Patrolmen or Patrolmen-designate employees from performing bargaining unit work in the same manner and to the same extent as they performed such work prior to the execution of this Agreement. It is understood and agreed that this Section shall be applied and interpreted consistent with Article VI.2(b) of this Agreement.

XIV.4 Subcontract Work: The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work, within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient or economic basis.

XIV.5 Tuition Reimbursement: For permanent full-time employees who have completed their probationary period, the City agrees to reimburse any tuition payments which are not payable by any other organization, made by said employee for approved courses taken at any accredited college or university. In order to qualify for tuition reimbursement, the employee must receive approval of the courses before enrollment and said course(s) must be job related or a course necessary to the achievement of a job related degree. To qualify for tuition reimbursement, the employee must pass the approved course with credit, if credit is offered, and furnish grade marks of "C" or better and receipts upon completion of the course.

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

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

XIV.7 Clothing Allowance: Effective July 1 the Ordinance Officer and Bailiff and Animal Control Officer (effective 01-03-95 Enforcement Officer) shall receive a clothing allowance of five hundred dollars (\$500.00) annually, payable on the first pay period after July 1, 1988.

Effective January 1, 1994, dispatchers shall receive a clothing allowance of two hundred dollars (\$200.00) annually, payable each January.

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

The type of uniform worn by the Ordinance Officer, Bailiff, Animal Control Officer (effective 01-03-95, Enforcement Officer), and Dispatchers shall be determined at the sole discretion of the Chief of Police.

Weapons Proficiency: In the event a gun is required to be carried by the Ordinance Officer and/or Bailiff, a weapons proficiency allowance of four hundred fifty dollars (\$450.00) yearly will be paid annually, payable on the first pay period after July 1, 1988. The conditions of eligibility and qualifications as shown in Article XIV of the Command Labor Agreement must be met by the Ordinance Officer and Bailiff.

The determination as to whether the Ordinance Officer and/or Bailiff are required to carry a gun shall be at the sole discretion of the Chief of Police.

XIV.8 Physical Condition: Employees who, at the time of execution of this Agreement, have a physical defect, caused by injury, shall be allowed to remain on active duty provided they maintain the level of physical ability that they had at the time of execution of this Agreement.

If a question of physical or mental ability to perform the work required arises, and there is a conflict between the medical opinions of the employee's physician and the medical opinion of the physician designated and paid by the City, the two physicians shall select a medical expert in the area under injury, whose medical opinion shall be final and binding on the City, the employee and the Union. The cost of such a third party (physician) shall be shared equally by the Union and the City.

XIV.9 Invalidity: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained

are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

XIV.10 Waiver of Bargaining: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

XIV.11 Writing Required/Entire Agreement: No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings and arrangements heretofore existing.

XIV.12 Trading Leave Days: Employees shall be permitted to voluntarily trade leave days with employees of the same classification and schedule, as long as said trade is made after notice and permission of their immediate supervisor or designated supervisor.

XIV.13 Paycheck Stubs: The paycheck stubs of employees shall be itemized showing base pay, overtime and all such related items as can be accommodated by the City's payroll system.

XIV.14 Benefit Eligibility/Pro-Rata Benefits: If an employee(s) does not actually perform work for seventy percent (70%) of the hours for which he would ordinarily be scheduled in the one (1) year period immediately prior to the recorded accumulation or payment of any of the following benefits:

- 1.) Article V, Section 5 - Personal Business Leave Days
- 2.) Article IX - Vacations
- 3.) Article XIV, Section 7 - Clothing Allowance
- 4.) Article XII - Longevity Pay

then such benefits shall be calculated on a pro-rata basis figured as a percent which the actual hours worked bear to 2,080 in such year. "Actually performed work" under this

section shall include paid time for vacations, holidays and personal business leave days, and paid time off where the employee is paid one hundred percent (100%), directly by the City, of his straight time as if worked.

XIV.15 Gender: Use of the male gender in this Agreement shall, except as the context otherwise requires, be deemed to include the female gender.

XIV.16 Steward/Shift: The Union shall notify the Chief, in writing, of the name of the Steward and once so designated, the Chief may rely on the written designation until a written change has been affected.

XIV.17 High School or College Students:

a.) A high school student (limit one in a twelve (12) month period) will be limited to twenty (20) hours of scheduled work per week over a twelve (12) month period.

A college student (limited one in a twelve (12) month period) will be limited to twenty-four (24) hours of scheduled work per week over a twelve (12) month period.

b.) Students shall not be eligible for nor receive any benefits except as agreed wage rate. Students are not covered by the requirements of I.5 and I.6 of the labor agreement.

c.) Students shall not be permitted to work if a full-time unit employee(s) is laid off.

d.) If a student works as an Ordinance Officer, the full-time Ordinance Officer shall be scheduled or offered work for the period in question.

e.) Students shall be utilized only in conjunction with regular scheduled classes at their respective schools.

f.) High School or College students will only be used as follows:

Can Be Used In:

High School Students:

- \* Crime Prevention
- \* Assisting in Records
- \* Assisting in Administrative & Detective Bureau Work

College Students:

- \* As an Ordinance Officer

XIV.18 The job description and job duties of Dispatcher(s) shall be these: (i) as existed for the former classification of Clerk/Dispatcher(s), (ii) as may be determined by the City, from time to time.

### ARTICLE XV - RETIREMENT

XV.1 Retirement: Unit employees shall be covered by a retirement program as provided by City Charter.

XV.2 Annuity Withdrawal: Upon retirement, employee(s) shall have the option of annuity withdrawal from the retirement system of that portion equal to the employee's contribution plus interest. Any member who retires on or after October 1, 1987 pursuant to Sections 36.28 and 36.35 of the Retirement System Ordinance may elect to receive a refund of all or part of his accumulated contributions (including interest) standing to his credit in the Pension Savings Fund at the effective date of his retirement. A member terminating City employment with a pension payable pursuant to Section 36.29 may elect to receive a refund of all or part of his accumulated contributions on his effective day of benefit commencement. Provided, however, that any member withdrawing his accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon election of this refund provision, the retirement member's Straight Life Pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table and interest rate, as published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement.

XV.3 Pop-Up: Under the Retirement Plan, if a designated beneficiary predeceases the retired member, the reduced pension will "pop-up" to the amount it would have been if a 100 percent or 50 percent Joint and Survivor Option had not been elected. The cost of the "pop-up" will be covered by an adjustment to the option election factors so that a retiring member(s) who chooses Joint and 100 percent Survivor or Joint and 50 percent Survivor will bear the cost and such option shall be at no cost to the City or the Retirement System.

XV.4 Retirement System, Section 9: Effective October 1, 1990, provision shall be made that average final compensation, shall be the average of the highest final average earnings as defined in Article XV, Section 15.5 paid a member (employee) by the City during a period of four (4) years of credited service contained within his ten (10) years of credited service rendered immediately preceding his retirement. If a member (employee) has less than four (4) years of credited service his average final compensation shall be the average of total final average earnings paid by the City. In no case shall any member's (employee's) average final compensation include compensation for overtime.

XV.5 Final Average Earnings: The following shall be included in the final average earnings:

- 1.) Annual Regular Compensation - The employee's annual base salary for regular hours worked per year (based on 2080 hours). Any paid leave time taken to make up the 2080 hours would be included. (For example: sick leave, vacation days, personal days, compensation time, etc.)
- 2.) Longevity - The amount of the employee's annual longevity bonus paid according to Article XII, Section XII.1.
- 3.) Holiday Pay - The eight (8) hours of pay at their regular straight time hourly rate for each holiday under Article VIII, Section VIII.1, they qualify to be paid for.

XV.6 Purchase of Military Time: Employees may purchase military time for the purpose of service time for retirement with the following conditions:

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

XV.7 Disability Retirement: Employees who meet eligibility requirements for a disability pension under the Garden City Employees Retirement System and retire on or after January 1, 1994 shall receive a disability pension, called a straight life pension, equal to 2.5% percent of the member's average final compensation multiplied by his years and a fraction of a year of credited service for his first 25 years of service, plus 1% of the member's average final compensation multiplied by his years of credited service over 25 years. Upon his/her retirement he/she shall have the right to elect an option provided for in the City Charter.

For employees retiring with a disability pension on or after January 1, 1994, after completing one year of retirement, their pension will be adjusted each July 1 by adding two percent (2%) of the retiree's current pension as same existed the day prior to July 1.

**ARTICLE XVI - DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective as of the first (1st) day of January, 1994, except as otherwise designated, and shall remain in full force and effective through the thirty first (31st) day of December, 1997, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

For the City of Garden City:

For the P.O.A.M.:

\_\_\_\_\_  
  
\_\_\_\_\_

Dated: \_\_\_\_\_

Council Approval 12/05/94  
POAM Approval 12/02/94

APPENDIX A

POLICE OFFICERS ASSOCIATION OF MICHIGAN (DISPATCH UNIT) EMPLOYEES

EMPLOYEES HIRED PRIOR TO JANUARY 17, 1989

	<u>Effective 01-01-94</u>	<u>Effective 01-01-95</u>	<u>Effective 01-01-96</u>	<u>Effective 01-01-97</u>
Senior Secretary	\$29,769	\$30,662	\$31,582	\$32,529
Secretary	\$28,240	\$29,087	\$29,960	\$30,859
Ordinance Officer	\$27,976	\$28,815	\$29,679	\$30,569
Bailiff	\$26,644	\$27,443	\$28,266	\$29,114
Enforcement Officer	\$26,550	\$27,347	\$28,167	\$29,012
Clerk/Secretary	\$24,783	\$25,526	\$26,292	\$27,081
Dispatcher	\$23,583	\$24,290	\$25,019	\$25,770

EFFECTIVE 1-01-94 - EMPLOYEES HIRED AFTER JANUARY 17, 1989

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Senior Secretary	\$21,930	\$24,178	\$25,386	\$29,769
Secretary	\$20,641	\$22,756	\$23,942	\$28,240
Ordinance Officer	\$20,641	\$22,756	\$23,893	\$27,976
Enforcement Officer	\$19,349	\$21,332	\$22,401	\$26,550
Clerk/Secretary	\$18,061	\$19,911	\$20,907	\$24,783
Dispatcher	\$18,705	\$20,622	\$21,654	\$23,583

EFFECTIVE 1-01-95 - EMPLOYEES HIRED AFTER JANUARY 17, 1989

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Senior Secretary	\$22,588	\$24,903	\$26,148	\$30,662
Secretary	\$21,260	\$23,439	\$24,660	\$29,087
Ordinance Officer	\$21,260	\$23,439	\$24,610	\$28,815
Enforcement Officer	\$19,929	\$21,972	\$23,073	\$27,347
Clerk/Secretary	\$18,603	\$20,508	\$21,534	\$25,526
Dispatcher	\$19,266	\$21,241	\$22,304	\$24,290



EFFECTIVE 1-01-96 - EMPLOYEES HIRED AFTER JANUARY 17, 1989

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Senior Secretary	\$23,266	\$25,650	\$26,932	\$31,582
Secretary	\$21,898	\$24,142	\$25,400	\$29,960
Ordinance Officer	\$21,898	\$24,142	\$25,348	\$29,679
Enforcement Officer	\$20,527	\$22,631	\$23,765	\$28,167
Clerk/Secretary	\$19,161	\$21,123	\$22,180	\$26,292
Dispatcher	\$19,844	\$21,878	\$22,973	\$25,019

EFFECTIVE 1-01-97 - EMPLOYEES HIRED AFTER JANUARY 17, 1989

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Senior Secretary	\$23,964	\$26,420	\$27,740	\$32,529
Secretary	\$22,555	\$24,866	\$26,162	\$30,859
Ordinance Officer	\$22,555	\$24,866	\$26,108	\$30,569
Enforcement Officer	\$21,143	\$23,310	\$24,478	\$29,012
Clerk/Secretary	\$19,736	\$21,757	\$22,845	\$27,081
Dispatcher	\$20,439	\$22,534	\$23,662	\$25,770

Notes:

- 1.) For employees hired after January 17, 1989, on employee's yearly anniversary date and yearly thereafter up through the "D" level, an employee will progress one (1) slot upward (e.g. "A" to "B", or "B" to "C", or "C" to "D"), effective from the pay period commencing nearest after such employee's anniversary date of hire.
- 2.) Mileage - Employees required to use their own cars on City business shall be paid per mile for each mile driven, at the rate established by City Council.
- 3.) The Employer shall furnish a job description for each classification within the bargaining unit.
- 4.) Normally, schedules shall not be changed without a seven (7) day notice to employees.

**LETTER OF UNDERSTANDING**

The undersigned agree as follows:

The successor Bailiff(s) to incumbent Lee Rankine will be under the jurisdiction of the District Court and therefore will not be included in this bargaining unit. The Bailiff position, when excluded from this bargaining unit, will be funded through the budget division of the Court and not through the Police Department.

Term of this Letter of Understanding: January 1, 1994 - December 31, 1997

FOR THE CITY OF GARDEN CITY:

FOR P.O.A.M. (Dispatch Unit):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**Between  
POAM-Dispatcher Unit  
and  
CITY OF GARDEN CITY**

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The parties agree that Section XIV.7-Clothing Allowance, "Effective January 1, 1994, dispatchers shall receive a clothing allowance of two hundred dollars (\$200.00) annually, payable each January." shall not be enforced for the dispatcher position. However, it is agreed and understood that the Chief and/or designee shall retain the right to require appropriate clothing for the dispatcher position, the same as currently exists.

This Letter of Understanding shall be for the term of the collective bargaining agreement effective January 1, 1994 through December 31, 1997.

For POAM-Dispatcher Unit:

For City of Garden City:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

